C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA & BUDGET WORKSHOP

City Commission Meeting and Budget Workshop - Monday, July 14, 2025 - 9:00 a.m.
City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

   A. Approval of the minutes of the June 09, 2025 Day Meeting.

5. **Additions or deletions to agenda and approval of the agenda.**

6. **COMMENTS FROM THE PUBLIC**

   Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

7. **Consent Agenda**

   A. Approval of the Arts and Culture Advisory Board’s selection of eight Highwaymen paintings for use in creating image impressions of the artists' iconic style, including a seascape, royal poinciana, red sky, orange sky, yellow sky, backcountry, nocturne, and jacaranda, to be featured on four mosaic benches which will be installed at the Highwaymen Museum:

   B. Approval of travel for Mayor Hudson to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

C. Approval of travel for Commissioner Broderick to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

D. Approval of travel for Commissioner Taylor to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

E. Approval of travel for Commissioner Gaines to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 17, 2025 in the amount of $1863.37.

F. Approval of travel for Commissioner Johnson to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 17, 2025 in the amount of $1863.37.

G. Approval of the construction contract with R.K. Contractors, Inc. for Little Jim Camp Sanitary Improvements, Bid No. 2025-008, in the amount of $390,648.22.

8. **City Commission - Resolutions**

A. Resolution 25-R52 approving the Grant Agreement 25SRP28 between the City of Fort Pierce and Florida Department of Environmental Protection for the Wastewater Resilience and Adaptation - Phase II project in the amount of $28,061,358.00 for the grant term of July 1, 2024, through June 30, 2027.

B. Resolution 25-R53 approving the assignment of Grant Agreement 25SRP28 City of Fort Pierce for the Wastewater Resilience and Adaptation Phase II project to the Fort Pierce Utilities Authority.

9. **New Business - City Commission Discussion Items**

A. Annual performance evaluation - Linda Cox, City Clerk

B. Annual performance evaluation Sara Hedges, City Attorney

10. **City Commission Budget Workshop**

A. Presentation of Proposed FY 2025-2026 General Fund Budget

B. Five (5) Year Financial Projection

C. Five (5) Year Capital Improvement Projects FY 2026 to FY 2030

11. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Day Meeting & Budget Workshop 9:00 AM

4. A.

Meeting Date: 07/14/2025

Re: Approval of the minutes of the June 09, 2025 Day Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the June 09, 2025 Day Meeting.

Attachments

06.06.2025 Day Minutes

Form Review

Form Started By: Latoya Ransom Started On: 07/03/2025 08:59 AM

Final Approval Date: 07/03/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9 A.M. ON MONDAY, JUNE 09, 2025.

1. **Call to Order**

Mayor Hudson called the June 09, 2025, Day Meeting to order at 9 a.m.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson; Commissioner James Taylor

Absent: Commissioner Arnold Gaines

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

Commissioner Gaines arrived at 9:02 a.m.

4. **Approval of Minutes**

A. Approval of the minutes of the April 14, 2025 Day Meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the April 14, 2025 Day Meeting.

AYE: Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

B. Approval of the Minutes of the May 12, 2025 Day Meeting.

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to approve the minutes of the May 12, 2025 Day Meeting.

AYE: Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

5. **Proclamations & Special Recognition**

A. Recognition of Our Mothers' Village, Inc. for Exceptional Cleanup Efforts in the Adopt-A-Road Program

Marsha Commond, Special Projects Coordinator, recognized Our Mothers' Village, Inc. for Exceptional Cleanup Efforts in the Adopt-A-Road Program.

Lacandria Washington, President and Co-Founder, Our Mothers Village, accepted the certificate of acknowledgment and gift on behalf of the organization.

6. **Additions or deletions to agenda and approval of the agenda.**

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

7. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Marjorie Harrell

Jennifer Frey

Christa Stone

Charlie Wilson

8. Miscellaneous Reports and Presentations

A. Strategic Plan Presentation on City Beautification Action Plan by Public Works Director

Jason Atkinson, Public Works Director, presented the City Beautification Action Plan.

The Commission inquired about investment in various types of equipment, the dissemination of information in multiple languages, marketing to the community about upcoming changes, trash receptacles and recycling, landscape maintenance, funding, and volunteer cleanup opportunities.

Mr. Atkinson commented on shortages due to employment openings, specifically mechanics, operational changes, landscape maintenance, transfer from the see-click fix system to the Tyler platform and how citizens can access them, and penalties for illegal dumping.

City Manager, Richard Chess addressed messaging and fee structure, including services that are not charged.

Marsha Commond, Special Projects Coordinator, commented that both platforms are still being utilized and explained how citizens can contact the department.

City Attorney, Sara Hedges, commented on the Florida Litter Law and how it is regulated and investigated.

Commissioner Gaines commented on ways to attract employees to fill vacancies in the department.

Mr. Chess commented on partnering with Public Works and local programs for interns and apprenticeships.

B. Annual Report on the Retirement & Benefit System

Johnna Morris, Finance Director, presented the Retirement & Benefit System annual report based on the 2024 actuarial report.

The Commission commented on the Board's involvement in the process as it pertains to investments, the current amount funded, and inquired if the system is by charter or ordinance.

Ms. Morris confirmed that the system is established by charter and by ordinance.

C. Presentation of the Comprehensive Safety Action Plan developed with a US Department of Transportation seeking guidance and direction.

Selena Griffett, Project Engineer, introduced Brad Davis, Kimley-Horn, who presented the Comprehensive Safety Action Plan developed with the US Department of Transportation, requiring guidance and direction from the Commission.

The Commission inquired on the twenty projects, expressed concerns about mini bikes in traffic, the number of City traffic incidents, and specific recommendations.

Ms. Griffett commented that the properties had been attached, the TPO's involvement, and the types of grants available to the City.

Mr. Davis commented on the most frequent traffic incidents and bikes, local traffic, road designs, and referenced that specifics are listed as a starting point.

9. **Consent Agenda**

A. PULLED AT REQUEST OF STAFF - Approval of increase of Purchase Order No.250521 - Complete Production Resources from $50,000 to $100,000 for monthly lighting equipment rental at the Sunrise Theatre.

B. Approval of small business grant award to Amandla Wellness Center, LLC in the amount not to exceed $5000.00.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

10. **City Commission - Resolutions**

A. Resolution 25-R45 - Approving SUN Trail Agreement - Highwayman Trail Gap FDOT 440034-2-54-01 to be executed by the City for the construction of the SUN Trail from Indian Hills Drive to Georgia Avenue.

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R45
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT’S PARTICIPATION IN THE CONSTRUCTION OF THE SHARED USE PATH ALONG THE SUN TRAIL NETWORK FROM INDIAN HILLS DRIVE TO GEORGIA AVENUE PER THE HISTORIC HIGHWAYMAN TRAIL GAP FINAL FEASIBILITY STUDY/DESIGN

AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R45.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

B. Resolution 25-R46 approving SUN Trail Agreement - Historic Downtown Retrofit FDOT 440033-3 to be executed by the City for the design of the SUN Trail from Georgia Avenue to A1A/N Causeway Drive.

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R46
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, STATING THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ARE DESIROUS OF ENTERING INTO A FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT TO PROVIDE FOR THE DEPARTMENT'S PARTICIPATION IN THE DESIGN OF THE RECOMMENDED ALTERNATIVE SHARED USE PATH ALONG THE SUN TRAIL NETWORK FROM GEORGIA AVENUE TO A1A/N. CAUSEWAY DRIVE PER THE HISTORIC DOWNTOWN FORT PIERCE RETROFIT FINAL FEASIBILITY STUDY AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R46.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

11. **New Business - City Commission Discussion Items**

12. City Commission Boards and Committees Updates

Commissioner Gaines provided an update on the Treasure Coast Council of Local Government, Affordable Housing Advisory coming before the Commission on July 7th, Homeless Coalition meets July 18th, Council on Aging meeting July 18th, St Lucie County Chamber of Commerce, and is attending the FPPTA's 41st Annual Conference this month.

Commissioner Johnson provided an update on the Fire Board, TPO, and the Downtown Business Alliance.

Commissioner Broderick expressed his concerns with Causeway Cove Marina and South Beach development and the need for additional discussion by way of a special meeting on its impact.

The Commission discussed the need for additional information on the Live Local Act and how it will impact the City.

City Attorney, Sara Hedges, commented that the Live Local Act was not created

by the City, preempts the City, and explained that the law requires it be approved by staff if it meets the standard and expounded on density requirements. They are separate but interplay. And that an update can be provided as requested.

City Manager, Richard Chess, commented that he would meet with the City Attorney and Planning Director regarding submerged land language and requirements.

Commissioner Gaines briefly addressed the sign concern presented regarding Lincoln Park and would bring Mr. Chess up to speed on the ask.

Mayor Hudson commented on the meeting regarding property taxes and becoming educated at the local level.

13. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned the meeting at 11:45 a.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Day Meeting & Budget Workshop 9:00 AM **7. A.**

Meeting Date: 07/14/2025

Re: Art and Culture Advisory Board Recommendations

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

SUBJECT:

Approval of the Arts and Culture Advisory Board's selection of eight Highwaymen paintings for use in creating image impressions of the artists' iconic style, including a seascape, royal poinciana, red sky, orange sky, yellow sky, backcountry, nocturne, and jacaranda, to be featured on four mosaic benches which will be installed at the Highwaymen Museum:

SUMMARY:

During its May 19, 2025 meeting, the City Commission approved the Arts and Culture Advisory Board's recommendation to purchase four Anita Prentice mosaic benches for an amount not to exceed $12,000. The Arts and Culture Advisory Board and artist Anita Prentice discussed the project and gathered input on selecting paintings for the eight image impressions. After reviewing 31 paintings, the board chose eight iconic scenes that reflect the artists' signature styles: a seascape, royal poinciana, red sky, orange sky, yellow sky, backcountry, nocturne, and jacaranda.

These benches will be installed at the Highwaymen Museum as part of the exterior site plan. The benches are expected to be completed in approximately two months.

Funding for this project was approved by the City Commission and will be allocated from the Art in Public Places account (100-1111-519-000-0000-549875).

RECOMMENDATION:

Arts and Culture Advisory Board recommends approval of the selected paintings to be used to create impressions for four mosaic benches.

ALTERNATIVES:

Directions from the City Commission will be implemented as instructed.

RESPONSIBLE STAFF:

Audria Moore, Special Projects Coordinator

COORDINATED WITH:

Arts and Culture Advisory Board

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

There is no fiscal impact. Funding for this initiative was previously approved by the City Commission and will be allocated from the Art In Public Places account (100-1111-519-000-0000-549875).

Attachments

Recommendations
Highwaymen Museum Concept

Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore	06/04/2025 12:41 PM
City Manager	Richard Chess	06/05/2025 04:45 PM
City Manager	Richard Chess	06/05/2025 04:47 PM

Form Started By: Audria Moore
Started On: 06/04/2025 09:14 AM
Final Approval Date: 06/05/2025

Highwaymen Museum Mosaic Bench Impressions

Arts and Culture Advisory Board Recommendation

SEASCAPE



ROYAL POINCIANA



RED SKY



ORANGE SKY



BACK COUNTRY



NOCTURNE



YELLOW SKY

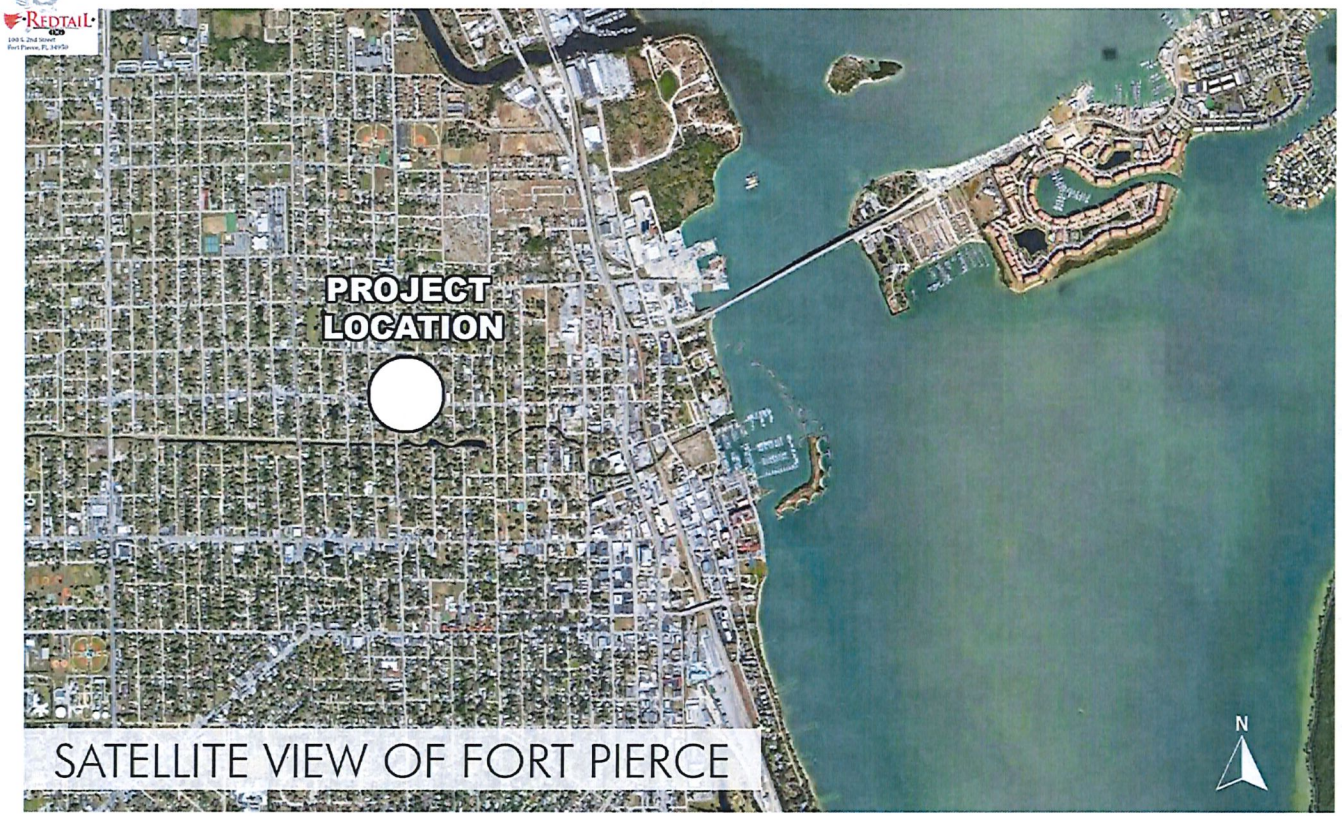


JACARANDA

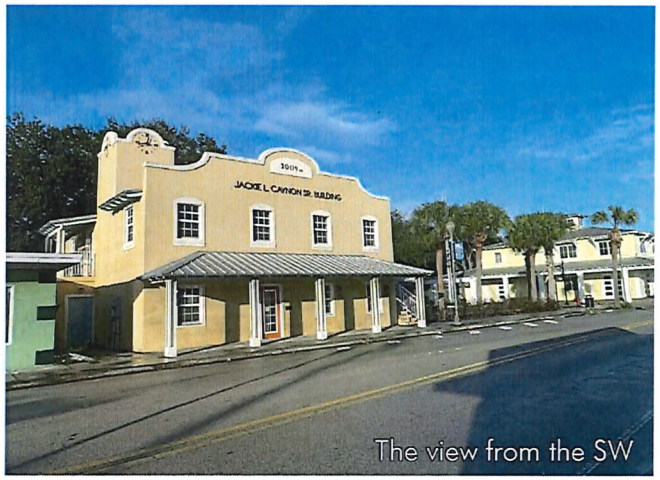




PROPOSED HIGHWAYMEN MUSEUM
FORT PIERCE, FLORIDA



SATELLITE VIEW OF FORT PIERCE



The view from the SW


The view from the NE


The view from the SE

HIGHWAYMEN MUSEUM

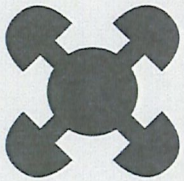
LOCATION



Project Boundaries

HIGHWAYMEN MUSEUM
SITE IMPROVEMENTS





The proposed Art Garden is in the shape of an Adinkra symbol. This particular symbol is called '**Akoma Ntoso**', which means joined hearts, symbolyizing joining of the community through art. Adinkra symbols originate from West Africa. The central part of the garden is a resting area and the 4 lateral parts are painting areas in honor of A. E. Backus and the Highwaymen, The large existing oak tree is at the center of the garden but is not shown due to graphic clarity.





Proposed street view, with the wall mural, decorative fence and landscaping shown.



The wall mural is inspired by Highwaymen artists, with a vivid color scheme and landscaping themes from Florida's rich nature.

HIGHWAYMEN MUSEUM
SITE IMPROVEMENTS

REDTAIL

Proposed Decorative Fence has several parts, there are columns that follow the design of the existing columns in the portico. They symbolize the Highwaymen artists that were standing along the highway selling their art. The middle part will be lit in the evenings and resperents the human soul and has bronze symbols in the shape of 'Nyame biribi wo soro' which is another Adinkra symbol.This symbol of hope translates as "God is in the heavens". Heavy framing of the fence is inspired by the thick frames that HIghwaymen artists used for their artwork.



HIGHWAYMEN MUSEUM

SITE IMPROVEMENTS

REDTAIL

AL BLACK




ALFONSO MORAN




ALFRED HAIR




CHARLES WALKER




CHARLES WHEELER




CARNELL SMITH




CURTIS ARNETT




ELLIS BUCKNER




GEORGE BUCKNER



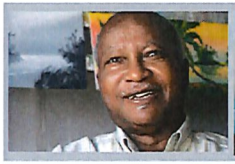

HAROLD NEWTON




HEZEKIAH BAKER




ISAAC KNIGHT




JAMES GIBSON

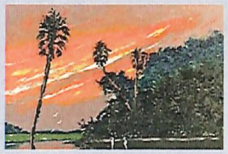



HIGHWAYMEN MUSEUM

THE ORIGINAL 26 HIGHWAYMEN ARTISTS

REDTAIL

JOHN MAYNOR




JOHNNY DANIELS




LEMUEL NEWTON




LIVINGSTON ROBERTS




MARY ANN CARROLL




ROBERT BUTLER




ROBERT LEWIS



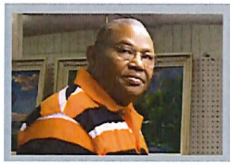

RODNEY DEMPS




ROY McLENDON



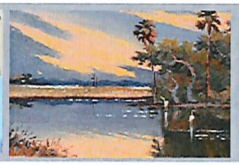

SAM NEWTON




SYLVESTER WELLS




WILLIE DANIELS

WILLIE REAGAN




HIGHWAYMEN MUSEUM

THE ORIGINAL 26 HIGHWAYMEN ARTISTS

City Commission Day Meeting & Budget Workshop 9:00 AM **7. B.**

Meeting Date: 07/14/2025

Re: Approval of travel for Mayor Hudson to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

Approval of travel for Mayor Hudson to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

SUMMARY:

The Florida League of Cities Annual Conference is a great resource for elected officials.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Linda Hudson, Mayor

Attachments

Hudson Travel

Form Review

Form Started By: Latoya Ransom Started On: 06/26/2025 08:24 AM

Final Approval Date: 06/26/2025

REGISTRATION INFORMATION
FLC Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando Bonnet Creek
14100 Bonnet Creek Resort
t: 407-597-3600 l

DATE: **06.23.2025**

1. TRAVELER'S NAME:	Linda Hudson	DEPARTMENT:	Commission
2. DEPARTURE DATE:	08.13.2025	DEPARTURE TIME:	3:00 PM
3. RETURN DATE:	08.16.2025	RETURN TIME:	3:00 PM
4. DESTINATION:	Orlando	PURPOSE:	FLC Annual Conference
5. CODE CHARGE:	**001-1000-540300**		
6. AMT BUDGETED:	20,000.00		

7. BALANCE AVAILABLE: **$8,761.82**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		650.00		
* HOTEL BILL: Confirmation # 3276505883		612.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 227.8			159.45	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			101.16	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
3 LUNCH @ $8.00			24.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			8.40	
15% GRATUITIES			18.00	
TOTALS	0.00	1,262.00	412.01	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

Signature: Linda W. Cox

Email: lcox@cityoffortpierce.com

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 162376
Order Date: Jun 18, 2025 12:29 PM
Bill To: Linda Hudson
Order Total: 650.00
Payment Method: Visa **********2499
Name on Card: Dana Neville

Item	Price	Quantity	Total
FLC 2025 Annual Conference - Linda Hudson *When:* Aug 14, 2025 8:00 AM - Aug 16, 2025 11:00 PM *Where:* Signia by Hilton Orlando Bonnet Creek 14100 Bonnet Creek Resort Ln. Orlando, FL 32821 *Registration option:* Aug 14, 2025 8:00 AM - Registration - City, County or Agency	650.00	1	650.00

Item Total	650.00
Item Grand Total	650.00
Transaction Grand Total	650.00
Payment Amount	650.00
Balance due	0.00

Florida League Of Cities

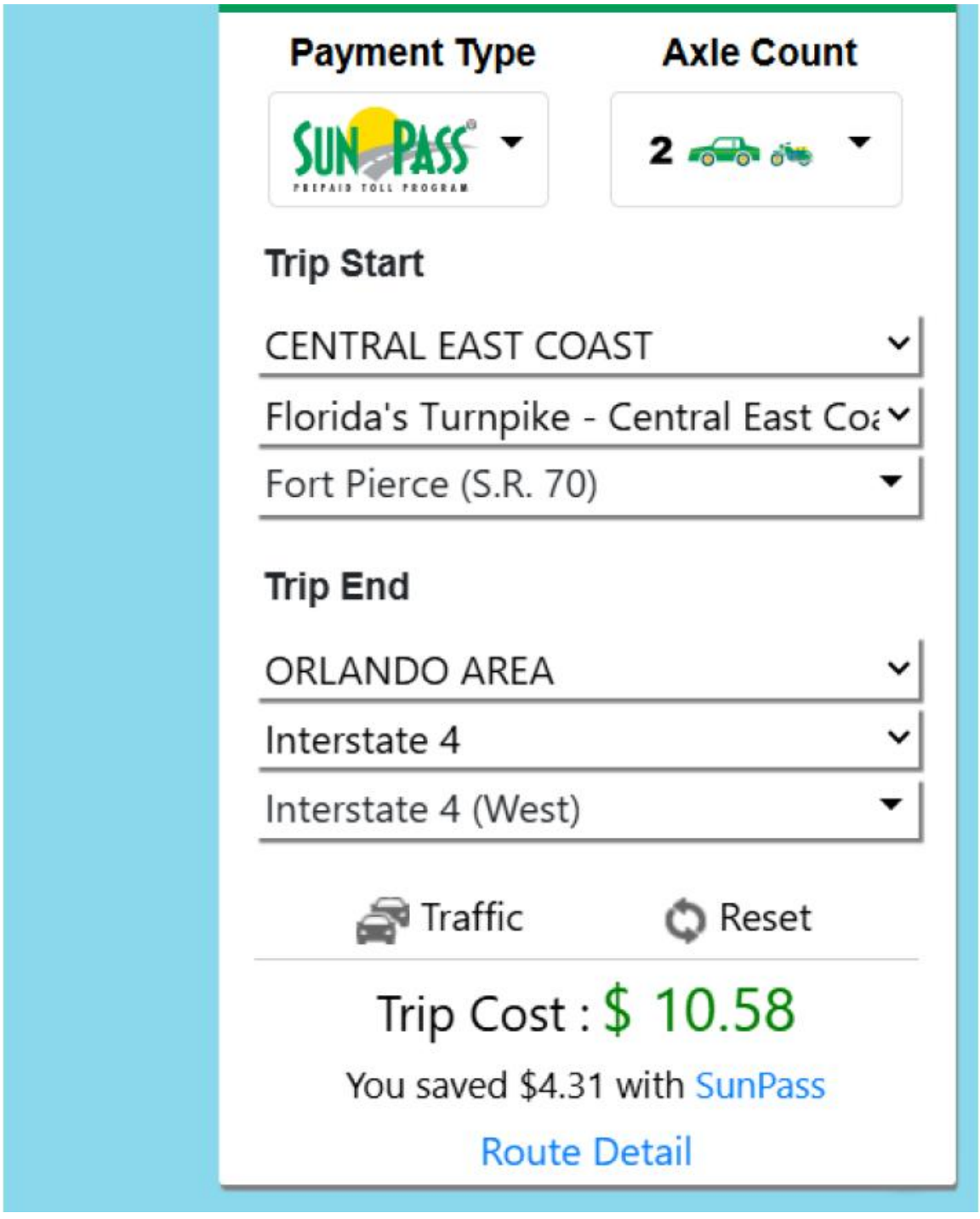
Signia by Hilton Orlando Bonnet Creek
Aug 12, 2025 to Aug 16, 2025

RESERVATION CONFIRMATION

We are pleased to confirm your reservation at Signia by Hilton Orlando Bonnet Creek. Our staff is looking forward to your arrival for Florida League Of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Hotel Confirmation	3276505883
Date Booked	Jun 18, 2025
Reservation Name	Linda Hudson
Arrival Date	Aug 13, 2025
Departure Date	Aug 16, 2025
Room Type	1 King Bed
Number of Guests	1
Night by Night Rate	Date / Guests / Status / Rate Aug 13, 2025 / 1 / Confirmed / 204.00

	Aug 14, 2025	1	Confirmed	204.00
	Aug 15, 2025	1	Confirmed	204.00
	Additional Guest Rate			
	Second Guest	0.00		
	Third Guest	25.00		
Total Charge	612.00			
Tax Disclosure	Please note the following taxes are not included into rates: 6% Occupancy Tax Per Night. 6.5% Sales Tax Per Night.			
Cancel Policy	Cancellations must be received 5 days prior arrival. Failure to do so, will result in a penalty fee of (1) night room and tax. An Early Departure Fee of one (1) night room and tax will be applied if an attendee checks outs prior the scheduled departure date without notifying the hotel at check in.			


Payment Type
Axle Count
SUNPASS
PREPAID TOLL PROGRAM
2
Trip Start
CENTRAL EAST COAST
Florida's Turnpike - Central East Coa
Fort Pierce (S.R. 70)
Trip End
ORLANDO AREA
Interstate 4
Interstate 4 (West)
Traffic
Reset
Trip Cost : $ 10.58
You saved $4.31 with SunPass
Route Detail

100 N US-1
to 14100 Bonnet Creek Resort Ln

1 hr 47 min (113.89 miles)

via Florida's Tpke and SR-60

Start
100 N US-1

Head toward Orange Ave.
Go for 125 ft.

Turn right onto Orange Ave (SR-60).
Go for 3.8 mi.

Take ramp onto I-95 N (SR-9).
Go for 15.6 mi.

Take exit 147 toward SR-60 W.
Go for 0.3 mi.

Turn left onto 20th St (SR-60 W).
Go for 24.6 mi.

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North.
Go for 57.4 mi.

Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay).
Go for 6.5 mi.

Take exit 6 toward World Center Dr/SR-536/SR-535/I-4.
Go for 0.7 mi.

Continue on World Center Dr (SR-536 W).
Go for 2.1 mi.

Continue on Epcot Center Dr toward Disney World/SR-536.
Go for 0.9 mi.

Take the exit onto E Buena Vista Dr.
Go for 0.4 mi.

Turn left toward Chelonia Pkwy.
Go for 0.1 mi.

Turn left onto Chelonia Pkwy.
Go for 1.2 mi.

Turn right onto Bonnet Creek Resort Ln.
Go for 505 ft.

Turn right.
Go for 331 ft.

End at
14100 Bonnet Creek Resort Ln
Orlando, Florida 32821-4023

FLORIDA LEAGUE OF CITIES

2025 ANNUAL CONFERENCE

AUGUST 14-16, 2025

SIGNIA BY HILTON
ORLANDO BONNET CREEK



REGISTRATION INFORMATION

Paid registration is required to receive housing information. Sign up early! **See page 7 for details.**

Hotel Reservation Deadline: ***July 22, 2025***
Conference Registration Deadline: ***August 1, 2025***

FLC FLORIDA LEAGUE OF CITIES

#FLCITIES2025

TENTATIVE PROGRAM

WEDNESDAY, AUGUST 13, 2025

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Workshop
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at *rembleton@flcities.com*

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

THURSDAY, AUGUST 14, 2025

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes), and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: *Registration is limited to the first 175 people and will be on a* **first-come, first-served basis.**

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

10:15 a.m. - 11:30 a.m.
Workshop

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide, and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Connect, Collaborate, and Caffeinate: Speed Networking for Elected Officials and Staff
Get ready for a dynamic networking experience! Fuel up with coffee and snacks as you engage in fun, fast-paced conversations and make meaningful connections with fellow leaders in local government. Don't forget your business cards.

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 15, 2025

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at *candrewsmoye@flcities.com* for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us on the Waterside Verandah for a sunrise yoga class. Flow with grace in a variety of postures

TENTATIVE PROGRAM

FRIDAY, AUGUST 15, 2025, *CONTINUED*

designed to open up your mind, body, and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all fitness levels. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, but **pre-registration is required**, and the class is limited to the **first 40 participants.**

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session

Presiding: *FLC President* **Michael C. Blake, Mayor**, *City of Cocoa.*

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Jon Meacham.**



Michael C. Blake

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



Jon Meacham

Presidential historian and Pulitzer Prize-winning author Jon Meacham is one of America's most prominent public intellectuals. A highly sought-after commentator, Meacham regularly appears on MSNBC, CNN, and other news outlets. A skilled orator with a depth of knowledge about politics, religion, and current affairs, Meacham has the unique ability to bring history to life and offer historical context to current events and issues impacting our daily lives – whether we realize it or not – to audiences of all backgrounds and levels of understanding.

He served as *Newsweek's* managing editor from 1998 to 2006 and as editor from 2006 to 2010.

Meacham is the author of multiple *New York Times* bestsellers. In 2022, he published And *There Was Light: Abraham Lincoln and the American Struggle*, which won numerous awards, including the Lincoln Prize, and spent 16 weeks on the Times bestseller list. A #1 *New York Times* bestseller, Meacham's *The Soul of America: The Battle for Our Better Angels* examines the present moment in American politics and life by looking back at critical times in U.S. history when hope overcame division and fear.

Meacham is a frequent guest on *Morning Joe, Real Time with Bill Maher, The 11th Hour,* and was featured in Ken Burns' documentary series *The Roosevelts: An Intimate History*. FOX News produced an hour-long special about Meacham's *Destiny and Power.*

Named a "Global Leader for Tomorrow" by the World Economic Forum, he is a member of the Council on Foreign Relations and a fellow of the Society of American Historians. Meacham is a distinguished visiting professor at Vanderbilt University, where he holds the Rogers Chair in the American Presidency. In 2024, he was awarded the National Humanities Medal by President Biden and was honored as a Library Lion of the New York Public Library.

TENTATIVE PROGRAM

SATURDAY, AUGUST 16, 2025

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 2:30 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Jefferson Fisher.**



Jefferson Fisher is a board-certified Texas trial lawyer and founder of Fisher Firm. With his extensive experience as a trial lawyer, Jefferson understands the art of persuading and communicating effectively in high-conflict situations. He is one of the most sought-after names in functional thinking for modern-day communication. Known for his practical videos and authentic presence, Jefferson has amassed over 9 million social media followers, making him the most followed litigation attorney in the world in less than a year, all from inside his vehicle. Jefferson's followers include high-profile names such as Dwayne "The Rock" Johnson, Jesse Williams, Dr. Andrew Huberman, Sarah Silverman, Lewis Howes, and many more. Jefferson is on a mission to be a messenger of positivity in the world and help people learn to talk to each other again – one conversation at a time.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire, enjoy dinner, and then be amazed by the mystical talents of **Colin Cloud**. After the show, enjoy drinks and dancing late into the night.



Colin Cloud
For over twenty years, Colin Cloud has been entertaining and astounding audiences on the biggest TV shows and stages around the world.

He'll know what you had for lunch, where you've been today, what you do for a living, your pet's names, and even your PIN code.

Described by the media as "the real-life Sherlock Holmes," he's enjoyed sold-out runs on London's West End, Broadway, and the Las Vegas Strip, where he is now a headliner with his own show "Colin Cloud: Mastermind" in Harrah's Hotel and Casino.

Graduating from university in Glasgow at just 20 years old with an honors degree in forensic investigation, Colin is now regarded as one of the world's leading corporate entertainers. By combining his background in criminal profiling and his skills in psychology, lie detection, stand-up comedy, and magic, he'll read you like a book, and he's already sure you're a compelling read.

Cloud's mind-blowing presentation challenges the way we all perceive the world around us and has been described by many as positively life-changing.

Schedule and speakers are subject to change.

City Commission Day Meeting & Budget Workshop 9:00 AM **7. C.**

Meeting Date: 07/14/2025

Re: Approval of travel for Commissioner Broderick to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Broderick to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

SUMMARY:

The Florida League of Cities Annual Conference is a great resource for elected officials.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Michael Broderick, City Commissioner

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 06/26/2025 08:31 AM

Final Approval Date: 06/26/2025

REGISTRATION INFORMATION
FLC Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando Bonnet Creek
14100 Bonnet Creek Resort
t: 407-597-3600 l

DATE: **06.23.2025**

1. TRAVELER'S NAME: Micheal Broderick
2. DEPARTURE DATE: 08.13.2025
3. RETURN DATE: 08.16.2025
4. DESTINATION: Orlando
5. CODE CHARGE: 001-1000-540300
6. AMT BUDGETED: 20,000.00

DEPARTMENT: City Clerk
DEPARTURE TIME: 3:00 PM
RETURN TIME: 3:00 PM
PURPOSE: FLC Annual Conference

7. BALANCE AVAILABLE: **$8,761.82**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		650.00		
* HOTEL BILL: Confirmation # 3278863406		612.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 227.8			159.45	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			101.16	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
3 LUNCH @ $8.00			24.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			8.40	
15% GRATUITIES			18.00	
TOTALS	0.00	1,262.00	412.01	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

Signature: Linda W. Cox

Email: lcox@cityoffortpierce.com

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 162673
Order Date: Jun 24, 2025 11:56 AM
Bill To: Linda Hudson
Order Total: 650.00
Payment Method: Visa 4715********2499
Name on Card: Dana Neville

Item	Price	Quantity	Total
FLC 2025 Annual Conference - Michael Broderick *When:* Aug 14, 2025 8:00 AM - Aug 16, 2025 11:00 PM *Where:* Signia by Hilton Orlando Bonnet Creek 14100 Bonnet Creek Resort Ln. Orlando, FL 32821 *Registration option:* Aug 14, 2025 8:00 AM - Registration - City, County or Agency	650.00	1	650.00

Item Total	650.00
Item Grand Total	650.00
Transaction Grand Total	650.00
Payment Amount	650.00
Balance due	0.00

You are receiving this communication from the Florida League of Cities or on behalf of one of its affiliated organizations, including: Florida Association of City Clerks, Florida Black Caucus of Local Elected Officials, Florida City and County Management Association, Florida Government Finance Officers Association, Florida Local Government Information Systems Association, Florida League of Mayors, Florida Municipal Attorneys Association, Florida Municipal Communicators Association, Florida Municipal Insurance Trust, and Florida Redevelopment

Florida League Of Cities

Signia by Hilton Orlando Bonnet Creek
Aug 12, 2025 to Aug 16, 2025

RESERVATION CONFIRMATION

We are pleased to confirm your reservation at Signia by Hilton Orlando Bonnet Creek. Our staff is looking forward to your arrival for Florida League Of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Hotel Confirmation	3278863406
Date Booked	Jun 24, 2025
Reservation Name	Michael Broderick
Arrival Date	Aug 13, 2025
Departure Date	Aug 16, 2025
Room Type	2 Queen Beds
Number of Guests	1
Night by Night Rate	**Date** **Guests** **Status** **Rate** Aug 13, 2025 1 Confirmed 204.00 Aug 14, 2025 1 Confirmed 204.00 Aug 15, 2025 1 Confirmed 204.00 **Additional Guest** **Rate** Second Guest 0.00 Third Guest 25.00
	Fourth Guest 25.00
Total Charge	612.00
Tax Disclosure	Please note the following taxes are not included into rates: 6% Occupancy Tax Per Night. 6.5% Sales Tax Per Night.
Cancel Policy	Cancellations must be received 5 days prior arrival. Failure to do so, will result in a penalty fee of (1) night room and tax. An Early Departure Fee of one (1) night room and tax will be applied if an attendee checks outs prior the scheduled departure date without notifying the hotel at check in.

100 N US-1

***to*14100 Bonnet Creek Resort Ln**

1 hr 47 min(113.89 miles) x 2

***via* Florida's Tpke and SR-60**

FLORIDA LEAGUE OF CITIES

2025 ANNUAL CONFERENCE

AUGUST 14-16, 2025

SIGNIA BY HILTON
ORLANDO BONNET CREEK



REGISTRATION INFORMATION

Paid registration is required to receive housing information. Sign up early! **See page 7 for details.**

Hotel Reservation Deadline: ***July 22, 2025***
Conference Registration Deadline: ***August 1, 2025***

FLC FLORIDA LEAGUE OF CITIES

#FLCITIES2025

TENTATIVE PROGRAM

WEDNESDAY, AUGUST 13, 2025

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Workshop
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at *rembleton@flcities.com*

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

THURSDAY, AUGUST 14, 2025

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes), and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: *Registration is limited to the first 175 people and will be on a* **first-come, first-served basis.**

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

10:15 a.m. - 11:30 a.m.
Workshop

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide, and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Connect, Collaborate, and Caffeinate: Speed Networking for Elected Officials and Staff
Get ready for a dynamic networking experience! Fuel up with coffee and snacks as you engage in fun, fast-paced conversations and make meaningful connections with fellow leaders in local government. Don't forget your business cards.

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 15, 2025

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at *candrewsmoye@flcities.com* for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us on the Waterside Verandah for a sunrise yoga class. Flow with grace in a variety of postures

TENTATIVE PROGRAM

FRIDAY, AUGUST 15, 2025, *CONTINUED*

designed to open up your mind, body, and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all fitness levels. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, but **pre-registration is required**, and the class is limited to the **first 40 participants.**

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session

Presiding: *FLC President* **Michael C. Blake, Mayor**, *City of Cocoa.*

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Jon Meacham.**



Michael C. Blake

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



Jon Meacham

Presidential historian and Pulitzer Prize-winning author Jon Meacham is one of America's most prominent public intellectuals. A highly sought-after commentator, Meacham regularly appears on MSNBC, CNN, and other news outlets. A skilled orator with a depth of knowledge about politics, religion, and current affairs, Meacham has the unique ability to bring history to life and offer historical context to current events and issues impacting our daily lives – whether we realize it or not – to audiences of all backgrounds and levels of understanding.

He served as *Newsweek's* managing editor from 1998 to 2006 and as editor from 2006 to 2010.

Meacham is the author of multiple *New York Times* bestsellers. In 2022, he published And *There Was Light: Abraham Lincoln and the American Struggle*, which won numerous awards, including the Lincoln Prize, and spent 16 weeks on the Times bestseller list. A #1 *New York Times* bestseller, Meacham's *The Soul of America: The Battle for Our Better Angels* examines the present moment in American politics and life by looking back at critical times in U.S. history when hope overcame division and fear.

Meacham is a frequent guest on *Morning Joe, Real Time with Bill Maher, The 11th Hour,* and was featured in Ken Burns' documentary series *The Roosevelts: An Intimate History*. FOX News produced an hour-long special about Meacham's *Destiny and Power.*

Named a "Global Leader for Tomorrow" by the World Economic Forum, he is a member of the Council on Foreign Relations and a fellow of the Society of American Historians. Meacham is a distinguished visiting professor at Vanderbilt University, where he holds the Rogers Chair in the American Presidency. In 2024, he was awarded the National Humanities Medal by President Biden and was honored as a Library Lion of the New York Public Library.

TENTATIVE PROGRAM

SATURDAY, AUGUST 16, 2025

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 2:30 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Jefferson Fisher.**



Jefferson Fisher is a board-certified Texas trial lawyer and founder of Fisher Firm. With his extensive experience as a trial lawyer, Jefferson understands the art of persuading and communicating effectively in high-conflict situations. He is one of the most sought-after names in functional thinking for modern-day communication. Known for his practical videos and authentic presence, Jefferson has amassed over 9 million social media followers, making him the most followed litigation attorney in the world in less than a year, all from inside his vehicle. Jefferson's followers include high-profile names such as Dwayne "The Rock" Johnson, Jesse Williams, Dr. Andrew Huberman, Sarah Silverman, Lewis Howes, and many more. Jefferson is on a mission to be a messenger of positivity in the world and help people learn to talk to each other again – one conversation at a time.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire, enjoy dinner, and then be amazed by the mystical talents of **Colin Cloud**. After the show, enjoy drinks and dancing late into the night.



Colin Cloud
For over twenty years, Colin Cloud has been entertaining and astounding audiences on the biggest TV shows and stages around the world.

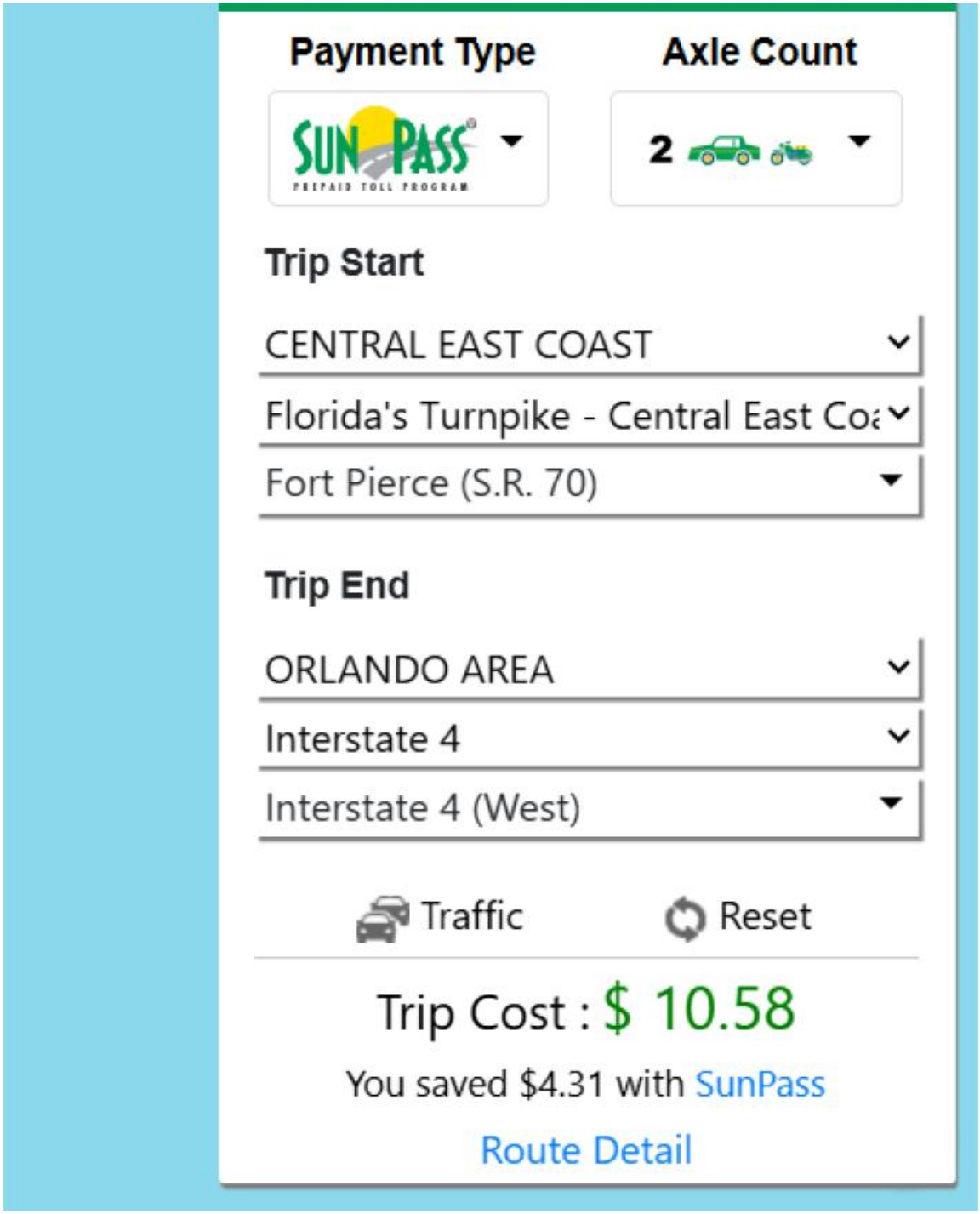
He'll know what you had for lunch, where you've been today, what you do for a living, your pet's names, and even your PIN code.

Described by the media as "the real-life Sherlock Holmes," he's enjoyed sold-out runs on London's West End, Broadway, and the Las Vegas Strip, where he is now a headliner with his own show "Colin Cloud: Mastermind" in Harrah's Hotel and Casino.

Graduating from university in Glasgow at just 20 years old with an honors degree in forensic investigation, Colin is now regarded as one of the world's leading corporate entertainers. By combining his background in criminal profiling and his skills in psychology, lie detection, stand-up comedy, and magic, he'll read you like a book, and he's already sure you're a compelling read.

Cloud's mind-blowing presentation challenges the way we all perceive the world around us and has been described by many as positively life-changing.

Schedule and speakers are subject to change.


Payment Type
Axle Count
SUN PASS
PREPAID TOLL PROGRAM
2
Trip Start
CENTRAL EAST COAST
Florida's Turnpike - Central East Coa
Fort Pierce (S.R. 70)
Trip End
ORLANDO AREA
Interstate 4
Interstate 4 (West)
Traffic
Reset
Trip Cost : $ 10.58
You saved $4.31 with SunPass
Route Detail

City Commission Day Meeting & Budget Workshop 9:00 AM

7. D.

Meeting Date: 07/14/2025

Re: Approval of travel for Commissioner Taylor to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Taylor to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 16, 2025 in the amount of $1674.01.

SUMMARY:

The Florida League of Cities Annual Conference is a great resource for elected officials.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

James Taylor, City Commissioner

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 06/26/2025 08:37 AM

Final Approval Date: 06/26/2025

REGISTRATION INFORMATION
FLC Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando Bonnet C
14100 Bonnet Creek Re
t: 407-597-3600 I

DATE: **06.23.2025**

1. TRAVELER'S NAME:	James Taylor	DEPARTMENT:	Commission
2. DEPARTURE DATE:	08.13.2025	DEPARTURE TIME:	3:00 PM
3. RETURN DATE:	08.16.2025	RETURN TIME:	3:00 PM
4. DESTINATION:	Orlando	PURPOSE:	FLC Annual Conference
5. CODE CHARGE:	**001-1000-540300**		
6. AMT BUDGETED:	20,000.00		

7. BALANCE AVAILABLE: **$8,761.82**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		650.00		
* HOTEL BILL: Confirmation # 3279310320		612.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 227.8			159.45	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			101.16	
* MISC. EXPENSES				
MEALS				
2 BREAKFAST @ $8.00			16.00	
3 LUNCH @ $8.00			24.00	
4 DINNER @ $20.00			80.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			8.40	
15% GRATUITIES			18.00	
TOTALS	0.00	1,262.00	412.01	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

Signature: Linda W. Cox

Email: lcox@cityoffortpierce.com

Registrant Information:

Registration Date	6/18/2025
Name	James Taylor
Nickname	James
Title	Commissioner
Affiliation	Fort Pierce
E-mail	jtaylor@cityoffortpierce.com

Registration Details

You are registered for the following:

FLC 2025 Annual Conference
Signia by Hilton Orlando Bonnet Creek
14100 Bonnet Creek Resort Ln.
Orlando, FL 32821
August 14-16, 2025

Options:
You are registered for the following:

- Registration - City, County or Agency ($650.00)

Payment Receipt

Order Number:	162388
Registration Date:	6/18/2025
Payment Method:	FLC Visa **********2499
Total charges:	650.00
Total payments:	650.00
Balance due:	0.00

This is an automated e-mail. Please do not reply to this message.

Florida League Of Cities

Signia by Hilton Orlando Bonnet Creek
Aug 12, 2025 to Aug 16, 2025

RESERVATION CONFIRMATION

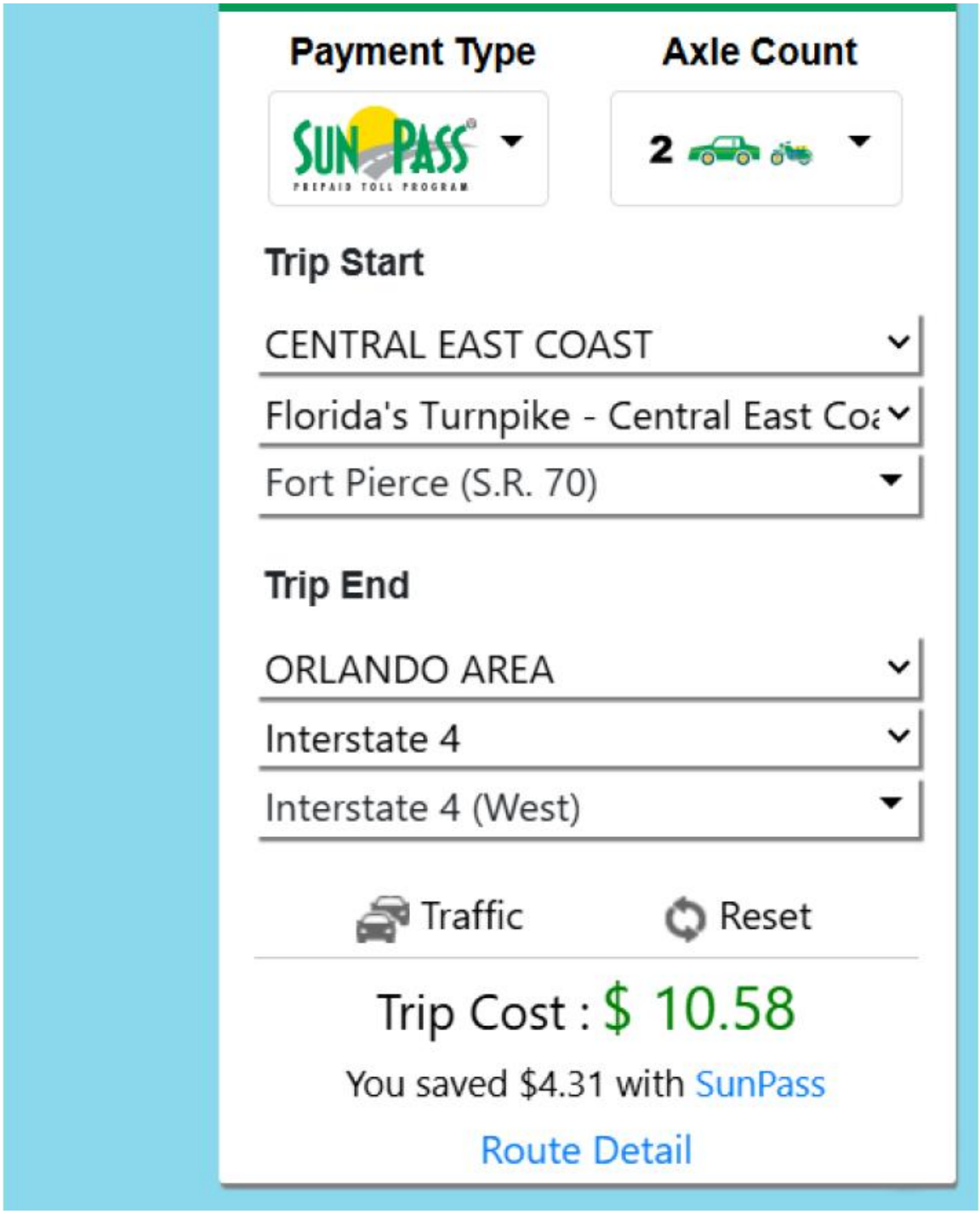
/e are pleased to confirm your reservation at Signia by Hilton Orlando Bonnet reek. Our staff is looking forward to your arrival for Florida League Of Cities elow you will find details of your reservation. If your travel plans change anc you need to modify your reservation, please click here.

lotel onfirmation	3279310320
ate Booked	Jun 18, 2025
eservation lame	James Taylor
rrival Date	Aug 13, 2025
eparture ate	Aug 16, 2025
oom Type	1 King Bed
lumber of uests	1
light by light Rate	

Date	Guests	Status	Rate
Aug 13, 2025	1	Confirmed	204.00
Aug 14, 2025	1	Confirmed	204.00
Aug 15, 2025	1	Confirmed	204.00

Additional Guest	Rate
Second Guest	0.00
Third Guest	25.00

otal Charge	612.00
ax isclosure	Please note the following taxes are not included into rates: 6% Occupancy Tax Per Night. 6.5% Sales Tax Per Night.
ancel olicy	Cancellations must be received 5 days prior arrival. Failure to do so, will result in a penalty fee of (1) night room and tax. An Early Departure Fee of one (1) night room and tax


Payment Type
Axle Count
SUN PASS
PREPAID TOLL PROGRAM
2
Trip Start
CENTRAL EAST COAST
Florida's Turnpike - Central East Coa
Fort Pierce (S.R. 70)
Trip End
ORLANDO AREA
Interstate 4
Interstate 4 (West)
Traffic
Reset
Trip Cost : $ 10.58
You saved $4.31 with SunPass
Route Detail

100 N US-1
to 14100 Bonnet Creek Resort Ln

1 hr 47 min (113.89 miles)

via Florida's Tpke and SR-60

Start
100 N US-1

Head toward Orange Ave.
Go for 125 ft.

Turn right onto Orange Ave (SR-60).
Go for 3.8 mi.

Take ramp onto I-95 N (SR-9).
Go for 15.6 mi.

Take exit 147 toward SR-60 W.
Go for 0.3 mi.

Turn left onto 20th St (SR-60 W).
Go for 24.6 mi.

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North.
Go for 57.4 mi.

Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay).
Go for 6.5 mi.

Take exit 6 toward World Center Dr/SR-536/SR-535/I-4.
Go for 0.7 mi.

Continue on World Center Dr (SR-536 W).
Go for 2.1 mi.

Continue on Epcot Center Dr toward Disney World/SR-536.
Go for 0.9 mi.

Take the exit onto E Buena Vista Dr.
Go for 0.4 mi.

Turn left toward Chelonia Pkwy.
Go for 0.1 mi.

Turn left onto Chelonia Pkwy.
Go for 1.2 mi.

Turn right onto Bonnet Creek Resort Ln.
Go for 505 ft.

Turn right.
Go for 331 ft.

End at
14100 Bonnet Creek Resort Ln
Orlando, Florida 32821-4023

FLORIDA LEAGUE OF CITIES

2025 ANNUAL CONFERENCE

AUGUST 14-16, 2025

SIGNIA BY HILTON
ORLANDO BONNET CREEK



REGISTRATION INFORMATION

Paid registration is required to receive housing information. Sign up early! **See page 7 for details.**

Hotel Reservation Deadline: ***July 22, 2025***
Conference Registration Deadline: ***August 1, 2025***

FLC FLORIDA LEAGUE OF CITIES

#FLCITIES2025

TENTATIVE PROGRAM

WEDNESDAY, AUGUST 13, 2025

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Workshop
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at *rembleton@flcities.com*

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

THURSDAY, AUGUST 14, 2025

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes), and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: *Registration is limited to the first 175 people and will be on a* **first-come, first-served basis.**

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

10:15 a.m. - 11:30 a.m.
Workshop

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide, and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Connect, Collaborate, and Caffeinate: Speed Networking for Elected Officials and Staff
Get ready for a dynamic networking experience! Fuel up with coffee and snacks as you engage in fun, fast-paced conversations and make meaningful connections with fellow leaders in local government. Don't forget your business cards.

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 15, 2025

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at *candrewsmoye@flcities.com* for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us on the Waterside Verandah for a sunrise yoga class. Flow with grace in a variety of postures

TENTATIVE PROGRAM

FRIDAY, AUGUST 15, 2025, *CONTINUED*

designed to open up your mind, body, and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all fitness levels. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, but **pre-registration is required**, and the class is limited to the **first 40 participants.**

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session

Presiding: *FLC President* **Michael C. Blake, Mayor**, *City of Cocoa.*

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Jon Meacham.**



Michael C. Blake

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



Jon Meacham

Presidential historian and Pulitzer Prize-winning author Jon Meacham is one of America's most prominent public intellectuals. A highly sought-after commentator, Meacham regularly appears on MSNBC, CNN, and other news outlets. A skilled orator with a depth of knowledge about politics, religion, and current affairs, Meacham has the unique ability to bring history to life and offer historical context to current events and issues impacting our daily lives – whether we realize it or not – to audiences of all backgrounds and levels of understanding.

He served as *Newsweek's* managing editor from 1998 to 2006 and as editor from 2006 to 2010.

Meacham is the author of multiple *New York Times* bestsellers. In 2022, he published And *There Was Light: Abraham Lincoln and the American Struggle*, which won numerous awards, including the Lincoln Prize, and spent 16 weeks on the Times bestseller list. A #1 *New York Times* bestseller, Meacham's *The Soul of America: The Battle for Our Better Angels* examines the present moment in American politics and life by looking back at critical times in U.S. history when hope overcame division and fear.

Meacham is a frequent guest on *Morning Joe, Real Time with Bill Maher, The 11th Hour,* and was featured in Ken Burns' documentary series *The Roosevelts: An Intimate History*. FOX News produced an hour-long special about Meacham's *Destiny and Power.*

Named a "Global Leader for Tomorrow" by the World Economic Forum, he is a member of the Council on Foreign Relations and a fellow of the Society of American Historians. Meacham is a distinguished visiting professor at Vanderbilt University, where he holds the Rogers Chair in the American Presidency. In 2024, he was awarded the National Humanities Medal by President Biden and was honored as a Library Lion of the New York Public Library.

TENTATIVE PROGRAM

SATURDAY, AUGUST 16, 2025

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 2:30 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Jefferson Fisher.**



Jefferson Fisher is a board-certified Texas trial lawyer and founder of Fisher Firm. With his extensive experience as a trial lawyer, Jefferson understands the art of persuading and communicating effectively in high-conflict situations. He is one of the most sought-after names in functional thinking for modern-day communication. Known for his practical videos and authentic presence, Jefferson has amassed over 9 million social media followers, making him the most followed litigation attorney in the world in less than a year, all from inside his vehicle. Jefferson's followers include high-profile names such as Dwayne "The Rock" Johnson, Jesse Williams, Dr. Andrew Huberman, Sarah Silverman, Lewis Howes, and many more. Jefferson is on a mission to be a messenger of positivity in the world and help people learn to talk to each other again – one conversation at a time.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire, enjoy dinner, and then be amazed by the mystical talents of **Colin Cloud**. After the show, enjoy drinks and dancing late into the night.



Colin Cloud
For over twenty years, Colin Cloud has been entertaining and astounding audiences on the biggest TV shows and stages around the world.

He'll know what you had for lunch, where you've been today, what you do for a living, your pet's names, and even your PIN code.

Described by the media as "the real-life Sherlock Holmes," he's enjoyed sold-out runs on London's West End, Broadway, and the Las Vegas Strip, where he is now a headliner with his own show "Colin Cloud: Mastermind" in Harrah's Hotel and Casino.

Graduating from university in Glasgow at just 20 years old with an honors degree in forensic investigation, Colin is now regarded as one of the world's leading corporate entertainers. By combining his background in criminal profiling and his skills in psychology, lie detection, stand-up comedy, and magic, he'll read you like a book, and he's already sure you're a compelling read.

Cloud's mind-blowing presentation challenges the way we all perceive the world around us and has been described by many as positively life-changing.

Schedule and speakers are subject to change.

City Commission Day Meeting & Budget Workshop 9:00 AM

7. E.

Meeting Date: 07/14/2025

Re: Approval of travel for Commissioner Gaines to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 17, 2025 in the amount of $1863.37.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Gaines to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 17, 2025 in the amount of $1863.37.

SUMMARY:

The Florida League of Cities Annual Conference is a great resource for elected officials.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Arnold Gaines, City Commissioner

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 06/26/2025 08:45 AM

Final Approval Date: 06/26/2025

REGISTRATION INFORMATION
FLC Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando Bonnet Creek
14100 Bonnet Creek Resort
t: 407-597-3600 l

DATE: **06.23.2025**

1. TRAVELER'S NAME:	Arnold Gaines	DEPARTMENT:	Commission
2. DEPARTURE DATE:	08.13.2025	DEPARTURE TIME:	3:00 PM
3. RETURN DATE:	08.17.2025	RETURN TIME:	11:00 AM
4. DESTINATION:	Orlando	PURPOSE:	FLC Annual Conference
5. CODE CHARGE:	001-1000-540300		
6. AMT BUDGETED:	20,000.00		

7. BALANCE AVAILABLE: **$8,761.82**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		650.00		
* HOTEL BILL: Confirmation # 3282564041		816.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 227.8			159.45	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			101.16	
* MISC. EXPENSES				
MEALS				
3 BREAKFAST @ $8.00			24.00	
3 LUNCH @ $8.00			24.00	
3 DINNER @ $20.00			60.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			7.56	
15% GRATUITIES			16.20	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

TOTALS	0.00	1,466.00	397.37	

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

Signature: Linda W. Cox

Email: lcox@cityoffortpierce.com

Registrant Information:

Registration Date	6/18/2025
Name	Arnold S. Gaines
Nickname	Arnold
Title	Commissioner
Affiliation	Fort Pierce
E-mail	fpassistant@cityoffortpierce.com

Registration Details

You are registered for the following:

FLC 2025 Annual Conference
Signia by Hilton Orlando Bonnet Creek
14100 Bonnet Creek Resort Ln.
Orlando, FL 32821
August 14-16, 2025

Options:
You are registered for the following:

- Registration - City, County or Agency ($650.00)

Payment Receipt

Order Number:	162383
Registration Date:	6/18/2025
Payment Method:	FLC Visa **********2499
Total charges:	650.00
Total payments:	650.00
Balance due:	0.00

RESERVATION CONFIRMATION

We are pleased to confirm your reservation at Signia by Hilton Orlando Bonnet Creek. Our staff is looking forward to your arrival for Florida League Of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Hotel Confirmation	3282564041
Date Booked	Jun 18, 2025
Reservation Name	Arnold Gaines
Arrival Date	Aug 13, 2025
Departure Date	Aug 17, 2025
Room Type	1 King Bed
Number of Guests	1
Night by Night Rate	**Date** **Guests** **Status** **Rate** Aug 13, 2025 1 Confirmed 204.00 Aug 14, 2025 1 Confirmed 204.00 Aug 15, 2025 1 Confirmed 204.00 Aug 16, 2025 1 Confirmed 204.00 **Additional Guest** **Rate** Second Guest 0.00
	Third Guest 25.00
Total Charge	816.00
Tax Disclosure	Please note the following taxes are not included into rates: 6% Occupancy Tax Per Night. 6.5% Sales Tax Per Night.
Cancel Policy	Cancellations must be received 5 days prior arrival. Failure to do so, will result in a penalty fee of (1) night room and tax. An Early Departure Fee of one (1) night room and tax will be applied if an attendee checks outs prior the scheduled departure date without notifying the hotel at check in. We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

100 N US-1
to 14100 Bonnet Creek Resort Ln

1 hr 47 min (113.89 miles)

via Florida's Tpke and SR-60

Start
100 N US-1

Head toward Orange Ave.
Go for 125 ft.

Turn right onto Orange Ave (SR-68).
Go for 3.8 mi.

Take ramp onto I-95 N (SR-9).
Go for 15.6 mi.

Take exit 147 toward SR-60 W.
Go for 0.3 mi.

Turn left onto 20th St (SR-60 W).
Go for 24.6 mi.

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North.
Go for 57.4 mi.

Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay).
Go for 6.5 mi.

Take exit 6 toward World Center Dr/SR-536/SR-535/I-4.
Go for 0.7 mi.

Continue on World Center Dr (SR-536 W).
Go for 2.1 mi.

Continue on Epcot Center Dr toward Disney World/SR-536.
Go for 0.9 mi.

Take the exit onto E Buena Vista Dr.
Go for 0.4 mi.

Turn left toward Chelonia Pkwy.
Go for 0.1 mi.

Turn left onto Chelonia Pkwy
Go for 1.2 mi.

Turn right onto Bonnet Creek Resort Ln.
Go for 505 ft.

Turn right
Go for 321 ft.

End at
14100 Bonnet Creek Resort Ln
Orlando, Florida 32821-4023

FLORIDA LEAGUE OF CITIES

2025 ANNUAL CONFERENCE

AUGUST 14-16, 2025

SIGNIA BY HILTON
ORLANDO BONNET CREEK



REGISTRATION INFORMATION

Paid registration is required to receive housing information. Sign up early! **See page 7 for details.**

Hotel Reservation Deadline: ***July 22, 2025***
Conference Registration Deadline: ***August 1, 2025***

FLC FLORIDA LEAGUE OF CITIES

#FLCITIES2025

TENTATIVE PROGRAM

WEDNESDAY, AUGUST 13, 2025

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Workshop
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at *rembleton@flcities.com*

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

THURSDAY, AUGUST 14, 2025

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes), and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: *Registration is limited to the first 175 people and will be on a* **first-come, first-served basis.**

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

10:15 a.m. - 11:30 a.m.
Workshop

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide, and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Connect, Collaborate, and Caffeinate: Speed Networking for Elected Officials and Staff
Get ready for a dynamic networking experience! Fuel up with coffee and snacks as you engage in fun, fast-paced conversations and make meaningful connections with fellow leaders in local government. Don't forget your business cards.

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 15, 2025

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at *candrewsmoye@flcities.com* for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us on the Waterside Verandah for a sunrise yoga class. Flow with grace in a variety of postures

TENTATIVE PROGRAM

FRIDAY, AUGUST 15, 2025, *CONTINUED*

designed to open up your mind, body, and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all fitness levels. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, but **pre-registration is required**, and the class is limited to the **first 40 participants.**

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session

Presiding: *FLC President* **Michael C. Blake, Mayor**, *City of Cocoa.*

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Jon Meacham.**



Michael C. Blake

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



Jon Meacham

Presidential historian and Pulitzer Prize-winning author Jon Meacham is one of America's most prominent public intellectuals. A highly sought-after commentator, Meacham regularly appears on MSNBC, CNN, and other news outlets. A skilled orator with a depth of knowledge about politics, religion, and current affairs, Meacham has the unique ability to bring history to life and offer historical context to current events and issues impacting our daily lives – whether we realize it or not – to audiences of all backgrounds and levels of understanding.

He served as *Newsweek's* managing editor from 1998 to 2006 and as editor from 2006 to 2010.

Meacham is the author of multiple *New York Times* bestsellers. In 2022, he published And *There Was Light: Abraham Lincoln and the American Struggle*, which won numerous awards, including the Lincoln Prize, and spent 16 weeks on the Times bestseller list. A #1 *New York Times* bestseller, Meacham's *The Soul of America: The Battle for Our Better Angels* examines the present moment in American politics and life by looking back at critical times in U.S. history when hope overcame division and fear.

Meacham is a frequent guest on *Morning Joe, Real Time with Bill Maher, The 11th Hour,* and was featured in Ken Burns' documentary series *The Roosevelts: An Intimate History*. FOX News produced an hour-long special about Meacham's *Destiny and Power.*

Named a "Global Leader for Tomorrow" by the World Economic Forum, he is a member of the Council on Foreign Relations and a fellow of the Society of American Historians. Meacham is a distinguished visiting professor at Vanderbilt University, where he holds the Rogers Chair in the American Presidency. In 2024, he was awarded the National Humanities Medal by President Biden and was honored as a Library Lion of the New York Public Library.

TENTATIVE PROGRAM

SATURDAY, AUGUST 16, 2025

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 2:30 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Jefferson Fisher.**



Jefferson Fisher is a board-certified Texas trial lawyer and founder of Fisher Firm. With his extensive experience as a trial lawyer, Jefferson understands the art of persuading and communicating effectively in high-conflict situations. He is one of the most sought-after names in functional thinking for modern-day communication. Known for his practical videos and authentic presence, Jefferson has amassed over 9 million social media followers, making him the most followed litigation attorney in the world in less than a year, all from inside his vehicle. Jefferson's followers include high-profile names such as Dwayne "The Rock" Johnson, Jesse Williams, Dr. Andrew Huberman, Sarah Silverman, Lewis Howes, and many more. Jefferson is on a mission to be a messenger of positivity in the world and help people learn to talk to each other again – one conversation at a time.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire, enjoy dinner, and then be amazed by the mystical talents of **Colin Cloud**. After the show, enjoy drinks and dancing late into the night.



Colin Cloud
For over twenty years, Colin Cloud has been entertaining and astounding audiences on the biggest TV shows and stages around the world.

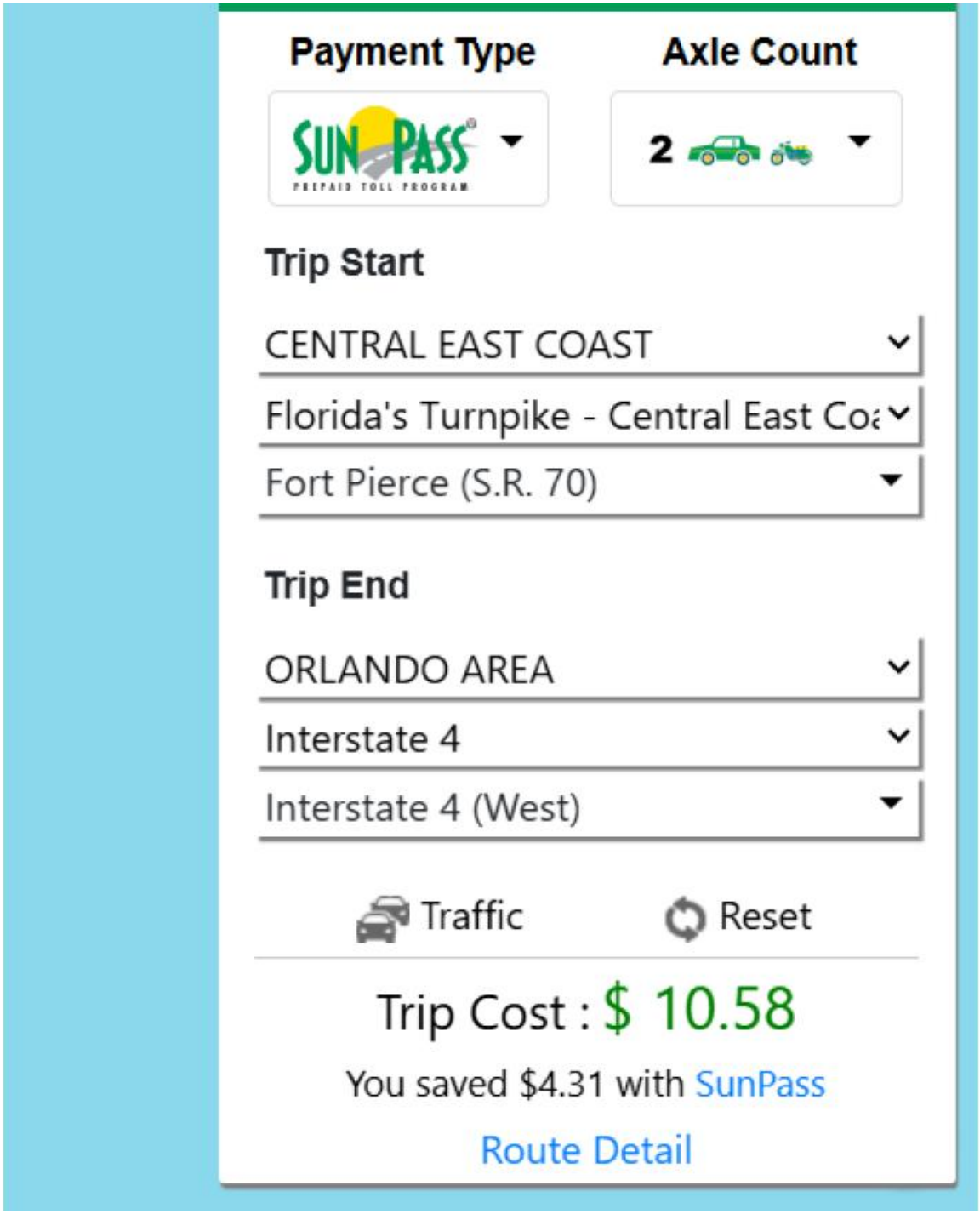
He'll know what you had for lunch, where you've been today, what you do for a living, your pet's names, and even your PIN code.

Described by the media as "the real-life Sherlock Holmes," he's enjoyed sold-out runs on London's West End, Broadway, and the Las Vegas Strip, where he is now a headliner with his own show "Colin Cloud: Mastermind" in Harrah's Hotel and Casino.

Graduating from university in Glasgow at just 20 years old with an honors degree in forensic investigation, Colin is now regarded as one of the world's leading corporate entertainers. By combining his background in criminal profiling and his skills in psychology, lie detection, stand-up comedy, and magic, he'll read you like a book, and he's already sure you're a compelling read.

Cloud's mind-blowing presentation challenges the way we all perceive the world around us and has been described by many as positively life-changing.

Schedule and speakers are subject to change.


Payment Type
Axle Count
SUN PASS
PREPAID TOLL PROGRAM
2
Trip Start
CENTRAL EAST COAST
Florida's Turnpike - Central East Coa
Fort Pierce (S.R. 70)
Trip End
ORLANDO AREA
Interstate 4
Interstate 4 (West)
Traffic
Reset
Trip Cost : $ 10.58
You saved $4.31 with SunPass
Route Detail

City Commission Day Meeting & Budget Workshop 9:00 AM **7. F.**

Meeting Date: 07/14/2025

Re: Approval of travel for Commissioner Johnson to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 17, 2025 in the amount of $1863.37.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Johnson to attend the Florida League of Cities Annual Conference in Orlando, Florida from August 13, 2025 to August 17, 2025 in the amount of $1863.37.

SUMMARY:

The Florida League of Cities Annual Conference is a great resource for elected officials.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson Jr., City Commissioner

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 06/26/2025 08:49 AM

Final Approval Date: 06/26/2025

REGISTRATION INFORMATION
FLC Annual Conference

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando Bonnet Creek
14100 Bonnet Creek Resort
t: 407-597-3600 l

DATE: **06.23.2025**

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: 08.13.2025
3. RETURN DATE: 08.17.2025
4. DESTINATION: Orlando
5. CODE CHARGE: **001-1000-540300**
6. AMT BUDGETED: 20,000.00

DEPARTMENT: Commission
DEPARTURE TIME: 3:00 PM
RETURN TIME: 11:00 AM
PURPOSE: FLC Annual Conference

7. BALANCE AVAILABLE: **$8,761.82**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		650.00		
* HOTEL BILL: Confirmation # 3283105107		816.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 227.8			159.45	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			101.16	
* MISC. EXPENSES				
MEALS				
3 BREAKFAST @ $8.00			24.00	
3 LUNCH @ $8.00			24.00	
3 DINNER @ $20.00			60.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			7.56	
15% GRATUITIES			16.20	
TOTALS	0.00	1,466.00	397.37	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

Signature: Linda W. Cox

Email: lcox@cityoffortpierce.com

Registrant Information:

Registration Date	6/18/2025
Name	Curtis Johnson, Jr.
Nickname	Curtis
Title	Commissioner
Affiliation	Fort Pierce
E-mail	fpassistant@cityoffortpierce.com

Registration Details

You are registered for the following:

FLC 2025 Annual Conference
Signia by Hilton Orlando Bonnet Creek
14100 Bonnet Creek Resort Ln.
Orlando, FL 32821
August 14-16, 2025

Options:
You are registered for the following:

- Registration - City, County or Agency ($650.00)

Payment Receipt

Order Number:	162385
Registration Date:	6/18/2025
Payment Method:	FLC Visa **********2499
Total charges:	650.00
Total payments:	650.00
Balance due:	0.00

This is an automated e-mail. Please do not reply to this message.

© Florida League of Cities, Inc. All rights reserved.

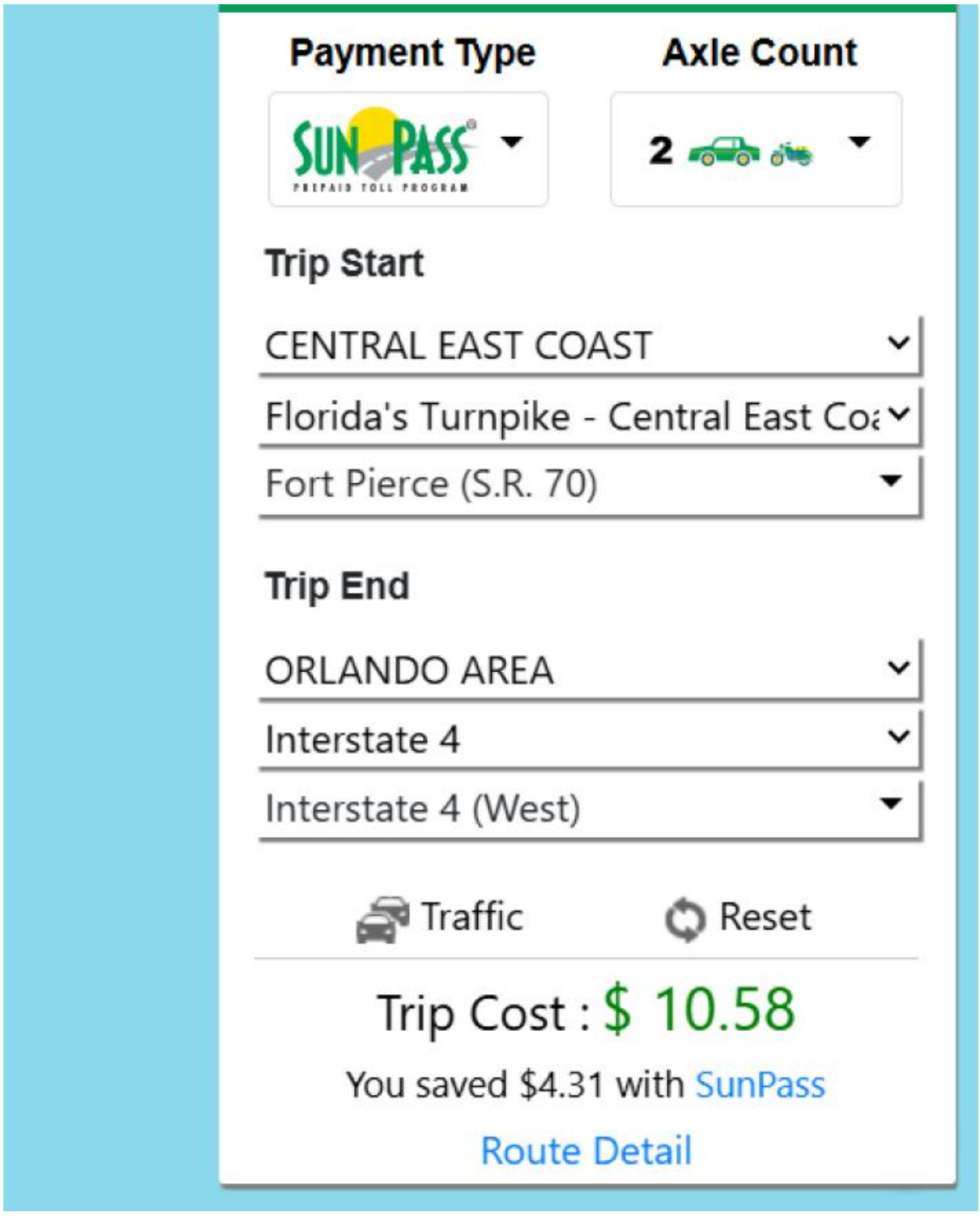
Florida League Of Cities

Signia by Hilton Orlando Bonnet Creek
Aug 12, 2025 to Aug 16, 2025

RESERVATION CONFIRMATION

We are pleased to confirm your reservation at Signia by Hilton Orlando Bonnet Creek. Our staff is looking forward to your arrival for Florida League Of Cities. Below you will find details of your reservation. If your travel plans change and you need to modify your reservation, please click here.

Hotel Confirmation	3283105107
Date Booked	Jun 18, 2025
Reservation Name	Curtis Johnson
Arrival Date	Aug 13, 2025
Departure Date	Aug 17, 2025
Room Type	1 King Bed
Number of Guests	1
Night by Night Rate	**Date** **Guests** **Status** **Rate** Aug 13, 2025 1 Confirmed 204.00 Aug 14, 2025 1 Confirmed 204.00 Aug 15, 2025 1 Confirmed 204.00 Aug 16, 2025 1 Confirmed 204.00 **Additional Guest** **Rate** Second Guest 0.00
	Third Guest 25.00
Total Charge	816.00
Tax Disclosure	Please note the following taxes are not included into rates: 6% Occupancy Tax Per Night. 6.5% Sales Tax Per Night.
Cancel Policy	Cancellations must be received 5 days prior arrival. Failure to do so, will result in a penalty fee of (1) night room and tax. An Early Departure Fee of one (1) night room and tax will be applied if an attendee checks outs prior the scheduled departure date without notifying the hotel at check in.


Payment Type
Axle Count
SUNPASS
PREPAID TOLL PROGRAM
2
Trip Start
CENTRAL EAST COAST
Florida's Turnpike - Central East Coa
Fort Pierce (S.R. 70)
Trip End
ORLANDO AREA
Interstate 4
Interstate 4 (West)
Traffic
Reset
Trip Cost : $ 10.58
You saved $4.31 with SunPass
Route Detail

100 N US-1
to 14100 Bonnet Creek Resort Ln

1 hr 47 min (113.89 miles)

via Florida's Tpke and SR-60

Start
100 N US-1

Head toward Orange Ave.
Go for 125 ft.

Turn right onto Orange Ave (SR-68).
Go for 3.8 mi.

Take ramp onto I-95 N (SR-9).
Go for 15.6 mi.

Take exit 147 toward SR-60 W.
Go for 0.3 mi.

Turn left onto 20th St (SR-60 W).
Go for 24.6 mi.

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North.
Go for 57.4 mi.

Take exit 251 onto SR-417-TOLL S (Central Florida GreeneWay).
Go for 6.5 mi.

Take exit 6 toward World Center Dr/SR-536/SR-535/I-4.
Go for 0.7 mi.

Continue on World Center Dr (SR-536 W).
Go for 2.1 mi.

Continue on Epcot Center Dr toward Disney World/SR-536.
Go for 0.9 mi.

Take the exit onto E Buena Vista Dr.
Go for 0.4 mi.

Turn left toward Chelonia Pkwy.
Go for 0.1 mi.

Turn left onto Chelonia Pkwy
Go for 1.2 mi.

Turn right onto Bonnet Creek Resort Ln.
Go for 505 ft.

Turn right
Go for 321 ft.

End at
14100 Bonnet Creek Resort Ln
Orlando, Florida 32821-4023

FLORIDA LEAGUE OF CITIES

2025 ANNUAL CONFERENCE

AUGUST 14-16, 2025

SIGNIA BY HILTON
ORLANDO BONNET CREEK



REGISTRATION INFORMATION

Paid registration is required to receive housing information. Sign up early! **See page 7 for details.**

Hotel Reservation Deadline: ***July 22, 2025***
Conference Registration Deadline: ***August 1, 2025***

FLC FLORIDA LEAGUE OF CITIES

#FLCITIES2025

TENTATIVE PROGRAM

WEDNESDAY, AUGUST 13, 2025

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Workshop
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at *rembleton@flcities.com*

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

THURSDAY, AUGUST 14, 2025

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes), and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: *Registration is limited to the first 175 people and will be on a* **first-come, first-served basis.**

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

10:15 a.m. - 11:30 a.m.
Workshop

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide, and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Connect, Collaborate, and Caffeinate: Speed Networking for Elected Officials and Staff
Get ready for a dynamic networking experience! Fuel up with coffee and snacks as you engage in fun, fast-paced conversations and make meaningful connections with fellow leaders in local government. Don't forget your business cards.

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 15, 2025

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at *candrewsmoye@flcities.com* for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us on the Waterside Verandah for a sunrise yoga class. Flow with grace in a variety of postures

TENTATIVE PROGRAM

FRIDAY, AUGUST 15, 2025, *CONTINUED*

designed to open up your mind, body, and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all fitness levels. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, but **pre-registration is required**, and the class is limited to the **first 40 participants.**

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session

Presiding: *FLC President* **Michael C. Blake, Mayor**, *City of Cocoa.*

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Jon Meacham.**



Michael C. Blake

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open



Jon Meacham

Presidential historian and Pulitzer Prize-winning author Jon Meacham is one of America's most prominent public intellectuals. A highly sought-after commentator, Meacham regularly appears on MSNBC, CNN, and other news outlets. A skilled orator with a depth of knowledge about politics, religion, and current affairs, Meacham has the unique ability to bring history to life and offer historical context to current events and issues impacting our daily lives – whether we realize it or not – to audiences of all backgrounds and levels of understanding.

He served as *Newsweek's* managing editor from 1998 to 2006 and as editor from 2006 to 2010.

Meacham is the author of multiple *New York Times* bestsellers. In 2022, he published And *There Was Light: Abraham Lincoln and the American Struggle*, which won numerous awards, including the Lincoln Prize, and spent 16 weeks on the Times bestseller list. A #1 *New York Times* bestseller, Meacham's *The Soul of America: The Battle for Our Better Angels* examines the present moment in American politics and life by looking back at critical times in U.S. history when hope overcame division and fear.

Meacham is a frequent guest on *Morning Joe, Real Time with Bill Maher, The 11th Hour,* and was featured in Ken Burns' documentary series *The Roosevelts: An Intimate History*. FOX News produced an hour-long special about Meacham's *Destiny and Power.*

Named a "Global Leader for Tomorrow" by the World Economic Forum, he is a member of the Council on Foreign Relations and a fellow of the Society of American Historians. Meacham is a distinguished visiting professor at Vanderbilt University, where he holds the Rogers Chair in the American Presidency. In 2024, he was awarded the National Humanities Medal by President Biden and was honored as a Library Lion of the New York Public Library.

TENTATIVE PROGRAM

SATURDAY, AUGUST 16, 2025

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 2:30 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Jefferson Fisher.**



Jefferson Fisher is a board-certified Texas trial lawyer and founder of Fisher Firm. With his extensive experience as a trial lawyer, Jefferson understands the art of persuading and communicating effectively in high-conflict situations. He is one of the most sought-after names in functional thinking for modern-day communication. Known for his practical videos and authentic presence, Jefferson has amassed over 9 million social media followers, making him the most followed litigation attorney in the world in less than a year, all from inside his vehicle. Jefferson's followers include high-profile names such as Dwayne "The Rock" Johnson, Jesse Williams, Dr. Andrew Huberman, Sarah Silverman, Lewis Howes, and many more. Jefferson is on a mission to be a messenger of positivity in the world and help people learn to talk to each other again – one conversation at a time.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire, enjoy dinner, and then be amazed by the mystical talents of **Colin Cloud**. After the show, enjoy drinks and dancing late into the night.



Colin Cloud
For over twenty years, Colin Cloud has been entertaining and astounding audiences on the biggest TV shows and stages around the world.

He'll know what you had for lunch, where you've been today, what you do for a living, your pet's names, and even your PIN code.

Described by the media as "the real-life Sherlock Holmes," he's enjoyed sold-out runs on London's West End, Broadway, and the Las Vegas Strip, where he is now a headliner with his own show "Colin Cloud: Mastermind" in Harrah's Hotel and Casino.

Graduating from university in Glasgow at just 20 years old with an honors degree in forensic investigation, Colin is now regarded as one of the world's leading corporate entertainers. By combining his background in criminal profiling and his skills in psychology, lie detection, stand-up comedy, and magic, he'll read you like a book, and he's already sure you're a compelling read.

Cloud's mind-blowing presentation challenges the way we all perceive the world around us and has been described by many as positively life-changing.

Schedule and speakers are subject to change.

City Commission Day Meeting & Budget Workshop 9:00 AM **7. G.**

Meeting Date: 07/14/2025

Re: Approval of Construction Contract R.K. Contractors, Inc. - Little Jim Camp Sanitary Improvements, Bid No. 2025-008

Submitted For: Gelencia Carter, Manager, Finance Department

SUBJECT:

Approval of the construction contract with R.K. Contractors, Inc. for Little Jim Camp Sanitary Improvements, Bid No. 2025-008, in the amount of $390,648.22.

SUMMARY:

On April 7, 2025, during the City Commission meeting, the Commission awarded Bid No. 2025-008 for the Little Jim Camp Sanitary Improvements to R.K. Contractors, Inc., based in Fort Pierce, FL. The total cost for the project is $390,648.22.

This project proposes connecting the Little Jim Fish Camp's sanitary sewer effluent discharge to the St. Lucie County Utilities public low-pressure sewer system located at the Stan Blum Memorial Boat Launch Facility. The proposed improvements include the construction of a private lift station, along with an 8-inch gravity sewer service connection to the existing Little Jim restaurant and bathroom facilities on site. Additionally, the project involves 640 linear feet of a 2-inch directional bore under the Indian River Lagoon, culminating in a final connection to the existing 2-inch low-pressure force main servicing the facilities at the Stan Blum Memorial Boat Launch Facility. Currently, the sanitary sewer treatment facilities servicing the Little Jim property consist of an on-site sewage disposal system that is failing and insufficient to handle the current flow. There are also concerns about potential contamination of the Indian River Lagoon Estuary due to the proximity of the site.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Engineering Department

COORDINATED WITH:

Purchasing
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	0016000-563200
Amount:	390,648.22

OTHER INFORMATION:

The General Fund for Other Improvements will be allocated funding, designated under Account Code 0016000-563200.

Attachments

Agreement
City Attorney Memo
Agenda Item#11.b.

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	07/03/2025 01:31 PM
City Manager	Richard Chess	07/08/2025 11:46 AM
Form Started By: Gelencia Carter		Started On: 07/02/2025 03:00 PM
Final Approval Date: 07/08/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

May 28, 2025

Email: rkcontractors20@gmail.com

R.K. Contractors, Inc.
1720 Copenhaver Road
Fort Pierce, FL 34945
Attn: Devin Wheaton, Vice President

SUBJECT: Notice of Award
Bid No. 2025-008 – Little Jim Camp Sanitary Improvements

Dear Mr. Wheaton:

The Commission of the City of Fort Pierce met in regular session, Monday, April 7, 2025, and awarded subject bid to your firm, in the amount of $390,648.22.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Agreement (please ensure to complete item 9-F, page 12).
3. Furnish the required Performance and Payment Bonds.
4. Completion of required form Affidavit Regarding the Use Coercion for Labor or Services.
5. We kindly request an updated Certificate of Liability, Property Damage, and Workers' Compensation in accordance with Article 17 of the contract. The City's Risk Manager has reviewed the certificate of insurance included in your bid response, and we've identified a few areas for improvement. Below are the items that need to be addressed:

   Under General Liability:
   1. The Personal & Advertising limits should be $2 million.
   2. The limits for each Occurrence should be $2 million.

   We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.

6. **Return documents enclosed within five (5) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
City of Fort Pierce
gcarter@cityoffortpierce.com

Carbon Copy:
purchasing@cityoffortpierce.com

This letter must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

Sincerely,
CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M P A
Purchasing Manager

ACCEPTED BY:
R.K. CONTRACTORS, INC.

Signature (Manual)

Devin Wheaton
Signature (Typed or Printed)

Vice President
Title

2/28/25
Date

NOTARIZATION

STATE OF FL

COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 3rd day of June 2025,

by Devin Wheaton, Vice President, of
Officer of Firm **Title**

R.K. Contractors Inc a FL corporation, on behalf of the corporation.
Name of Firm **State**

He/She is personally known to me or has produced Drivers License as identification.

Notary Public

My commission expires: 03/15/2027

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

/gc

cc: Tracy Telle,



UNIT PRICE CONSTRUCTION

FOR

LITTLE JIM SANITARY IMPROVEMENTS

CITY OF FORT PIERCE BID NO. 2025-008

Prepared by:

The City of Fort Pierce Department of Engineering
Mark Zrallack, City Engineer
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1	DOCUMENTS INCORPORATED BY REFERENCE	1
2	REPRESENTATION OF THE CONTRACTOR	2
3	INTENT AND INTERPRETATION	2
4	CONTRACTOR'S PERFORMACNCE	3
5	TIME FOR CONTRACTOR'S PERFORMANCE; DELAY	4
6	CONTRACT PRICE AND CONTRACT PAYMENTS	6
7	INFORMATION AND MATERIAL SUPPLIED BY THE CITY	9
8	CEASE AND DESIST/OWNER'S RIGHT TO PERFORM WORK	10
9	DUTIES, OBLIGATIONS, AND RESPONSIBILITES OF THE CONTRACTOR	11
10	INDEMNITY	14
11	CLAIMS BY THE CONTRACTOR	14
12	SUBCONTRACTORS	15
13	CHANGE ORDERS	16
14	DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK	18
15	CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE	19
16	TERMINATION BY THE CITY	20
17	INSURANCE	21
18	PERFORMANCE AND PAYMENT BONDS	26
19	PROJECT RECORDS	27
20	APPLICABLE LAW	27
21	SUCCESSORS AND ASSIGNS	28
22	MISCELLANEOUS PROVISIONS	28
23	ENTIRE AGREEMENT	29
24	SEVERABILITY	29
25	WAIVER	29
26	E-VERIFY	30
27	SOVEREIGN IMMUNITY	30
28	PUBLIC RECORDS	30

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2025 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **R.K. CONTRACTORS, INC.** a **FLORIDA PROFIT** corporation, with its principal address at **1720 Copenhaver Road, Fort Pierce, FL 34945** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **Little Jim Camp Sanitary Improvements, Bid No. 2025-008, Fort Pierce, Florida**, and

WHEREAS, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner, and

WHEREAS, the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS, the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes construction of a sanitary sewerage system complete with an on-site grinder lift station (complete) and 230 LF of 6"/8" PVC sanitary sewer service, 617 LF of 2" force main installed via direction drill from the Little Jim Camp site to the Stan Blum Boat Launch, and a 1" water service. The Contract includes the construction drawings and the following:

1. Exhibit "A" - Invitation to Bid No. 2025-008
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications
4. Exhibit "D" - Bid Forms
5. Exhibit "E" - General Conditions

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 1 do not, and

shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "E," "General Conditions," conflict with Contract terms, the Contract terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Contract and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Contract, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits, or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the CITY and the CONTRACTOR agree as follows:

3(A) This Contract (along with its exhibits), together with the CONTRACTOR's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied, or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Price.

3(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

3(G) The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Contract. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or City Engineer or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the Work required, implied, or reasonably inferable from this Contract including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents,

except as specifically identified therein as the Work of other parties, in accordance with the terms herein, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within one hundred and fifty (150) calendar days and Final Completion in one hundred and eighty (180) calendar days as specified on the Notice to Proceed (sometimes hereinafter referred to as the "Contract Time").** By signing this Contract, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit an initial progress schedule, as described in Exhibit "C", "Technical Specifications".

5(B) The CONTRACTOR shall pay the CITY the sum of **$500.00** per day for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Contract. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Contract such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed

"substantially complete," and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Contract.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the CITY, City Engineer or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Contract (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the CITY, with a copy to the City Engineer, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of

the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only, as set forth above, may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors, or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances, or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective Work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) **Based on Engineering Construction Drawings and Specifications, identified as Bid No. 2025-008, Little Jim Fish Camp Sanitary Improvements, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: $390,648.22 – Three Hundred Ninety Thousand Six Hundred Forty-Eight Dollars and Twenty-Two Cents, hereinafter the "Contract Amount" or "Contract Price"**

6(B) Prior to review of the first payment request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY.

6(C) Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days,

and conclude the final decision within forty-five (45) days. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) of that part of the Contract Amount allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the City Engineer, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the City Engineer with Payment Request. Risk of loss shall be borne by, and insurance must be provided by the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR's fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Contract, subject to approval by the CITY. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said Work rests with CONTRACTOR until Substantial Completion of contracted Project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the Work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY, nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any Work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's Work not being in requirements of this Contract; or
(2) The quantity of the CONTRACTOR's Work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or
(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be inexcusably delayed; or
(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or
(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or
(6) Loss caused by the CONTRACTOR; or
(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance, and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5 above and elsewhere herein.

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of this Contract, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of : (1) subsurface or latent physical

conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

7(B) The CONTRACTOR is responsible for obtaining ALL permits and paying all fees required of the CONTRACTOR by this Contract or permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such Work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or

extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the CONTRACTOR's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this Article shall be in addition to the CITY's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations, and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs Work knowing or believing, or if through exercise of reasonable diligence they should have known that such Work involves an error, inconsistency, or omission in the Contract without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such Work and shall correct same bearing the costs set forth in Article 3(H) above.

9(B) All Work shall strictly conform to the requirements of this Contract. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

9(C) The Work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors, or omissions of those engaged in the Work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed.

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty.

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the Work.

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part-time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Randy Bowers	Project Manager

If at any time the City Engineer or his designee reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, who shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to submittal of the first application for payment. The CITY Engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Technical Specifications which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of this Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Contract.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Contract. The CONTRACTOR shall not do any Work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All Work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract and shall not relieve the CONTRACTOR of responsibility for deviations from the Contract unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meet the requirements of the Contract, or will do so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and

sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its Work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Contract, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform Work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the Work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Contract. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY, and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the City Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other Work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers and employees, from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent, or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, and appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure

by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation.

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Contract, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Contract may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Contract, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the Work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown:

   (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

   (b) Must cover all Work involved in the modification, whether the Work was deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the contract amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by: (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties, and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the

reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires. The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known.

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety, or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved Workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR's materials, direct labor, and equipment costs.

The allowance for Overhead and Profit shall be limited to the following schedule:

1. For the CONTRACTOR, for any Work performed by the CONTRACTOR's own forces, 10% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 5%

of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 10% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 5% of the amount due the Sub-subcontractor.

For Change Orders, the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+ CONTRACTOR's Direct Labor Costs
+ CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals, or obscures its Work in violation of this Contract or in violation of an instruction from the City Engineer, such Work shall be uncovered and displayed for review by the City Engineer and/or the City's consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the Work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or the City's consultants. If the uncovered Work conforms strictly to this Contract, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such Work shall be done by the CITY. Otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct Work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections, and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming Work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Amount shall be reduced by the greater of: (1) the

reasonable costs of removing and correcting the defective or nonconforming Work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming Work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming Work. The CONTRACTOR shall have an opportunity to correct any defector non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting Work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's Completion Date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle 15(C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Contract in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Contract by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the Work so terminated, other than warranties and guarantees for completed Work and installed equipment, and the CONTRACTOR shall stop Work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected Work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed Work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(1) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR an amount derived in accordance with Subarticle 16(A)(3) below.

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder.

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

(a) Contract costs for labor, materials, equipment, and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the CONTRACTOR's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been

elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12.

(d) The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment, or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Contract, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors, or omissions, or those of their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its Work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, Watercraft Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement CONTRACTOR shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

17(A)(2) Workers' Compensation /Employer's Liability Insurance.

Worker's Compensation/Employer's Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with CITY, and its officials, officers, and employees scheduled thereon.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability Insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos, or lead
Sexual molestation"

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Each Occurrence	$2,000,000

CONTRACTOR shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the Final Completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability Insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Insurance shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

The policy must be endorsed to provide CITY with thirty (30) days prior written notice of cancellation

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within, three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.
The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee

of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any Work under this Agreement. Failure to do so shall constitute a material breach upon which the City may immediately terminate or suspend this contract.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond, and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05(a) Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the United State of the Treasury Circular 570, Revised 2024 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, Revised 2024. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the

Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31 CFR Part 223. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the Work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Contract may be provided by more than one surety:

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by The CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury trial in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Contract without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity" as amended, including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost, or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program

requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

CITY:
Tracy Telle, Engineering Manager
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Phone: 772-467-3776
Fax: 772-460-6847

CONTRACTOR:
Devin Wheaton, Vice President
R.K. Contractors, Inc.
1720 Copenhaver Road
Fort Pierce, Florida 34945
Phone: 772-201-5426

Copies to:
City Attorney
City Manager

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

ARTICLE 27
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's Sovereign Immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

ARTICLE 28
PUBLIC RECORDS

The CITY strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, CONTRACTOR shall comply with all public records laws, specifically to:

A. Keep and maintain public records required by the CITY to perform the service.

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. 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 CONTRACTOR does not transfer the records to the CITY.

D. Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

Adam Hutchinson
Print Name

Signature

Print name

Signature

CONTRACTOR:

R.K.Contractors, Inc

By:

Title: Vice President

Federal Tax ID No. 65-0433749

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

Date

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: R.K. Contractors, Inc

Authorized Representative's Name and Title: Devin Wheaton Vice President

Address: 1720 Copenhaver Road

City: Ft. Pierce State: FL Zip Code: 34945

Phone Number: 772-201-5426 Email Address: rkcontractors20@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Devin Wheaton Vice President 2/28/25

Authorized Signature | Printed Name and Title | Date

Bid No. 2025-008

STATE OF FLORIDA
COUNTY OF St Lucie

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 3rd day of June, 2025 by Devin Wheaton who is

☐ personally known or
☑ produced identification (ID produced: Drivers License).

Notary Public Signature: _____ (Seal)

Print Name: Colleen Hayes My Commission Expires: 03/15/2027

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

BID RESPONSE FORM
LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

Rev. February 10, 2025

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/PERMITTING/GENERAL CONDITIONS/BOND/TESTING	LS	1	56,400	56,400
2	PRECONSTRUCTION VIDEO	LS	1	875	875
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	6,900	6,900
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	12,350	12,350
5	MAINTENANCE OF TRAFFIC	LS	1	8,500	8,500
6	CLEARING & GRUBBING	LS	1	6,400	6,400
7	REMOVAL OF EXISTING PAVEMENT/CONCRETE	SY	36	68.50	2,466
8	EMBANKMENT	CY	30	90.00	2,700
9	STABILIZATION, TYPE "B" (12")	SY	41	83.50	3,423.50
10	OPTIONAL BASE GROUP 06 (8")	SY	40	83.50	3,340
11	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1-1/2")	TN	3.5	2,212.50	7,743.75
12	6" PVC SANITARY SEWER	LF	22	115	2,530
13	8" PVC SANITARY SEWER	LF	208	80	16,640
14	1" POLYETHYELENE WATER SERVICE	LF	150	102	15,300
15	2" HDPE FORCEMAIN	LF	640	61.50	39,360
16	UTILITY FITTINGS	TN	0.25	4,394	4,394
17	PERFORMANCE TURF (SOD) (BAHIA)	SY	400	9.60	3,840
18	6" SANITARY CLEANOUT	AS	2	2,118.50	4,237
19	SANITARY MANHOLE (0' – 6')	EA	4	12,060	48,240
20	1" WATER METER ASSEMBLY & RPZ	AS	1	2,960.50	2,960.50
21	1" TAPPING SADDLE W/ CORP. STOP	AS	1	3,600	3,600

22	2" TAPPING SADDLE (SEWER)	AS	1	2,755	2,755
23	2" AIR RELEASE VALVE ASSEMBLY	EA	2	10,272	20,544
24	2" GATE VALVE ASSEMBLY	EA	1	2,109	2,109
25	1-1/2" HOSE BIB	AS	1	2,652	2,652
26	SAMPLE POINT	EA	1	2,575	2,575
27	GRINDER LIFT STATION (COMPLETE)	LS	1	62,200	62,200
28	FPL POWER & SERVICE (Allowance)	LS	1	10,000	10,000
Total Site Improvement Bid:					$ 355,134.75
Add 10% Construction Contingency for potential field change orders:					$ 35,513.47
TOTAL FINAL BID:					$ 390,648.22

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
32313 Broadway Street
Suite 200
Sebring FL 33870

CONTACT NAME: Jennifer Pauze
PHONE (A/C, No, Ext): (863) 385-5171 **FAX (A/C, No):**
E-MAIL ADDRESS: Jennifer.Pauze@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Group	018988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R K Contractors Inc
1720 Copenhaver Rd
Fort Pierce FL 34945-3061

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			72698658	10/03/2024	10/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			9543470900	10/03/2024	10/03/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			9543470902	10/03/2024	10/03/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Cit of Ft Pierce Attn: Purchasing Dept
100 North US Highway 1
Ft Pierce FL 34950

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Roland Bishop

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Executed in 2 Counterparts

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO:	3304719
CONTRACTOR NAME:	R. K. Contractors, Inc.
CONTRACTOR ADDRESS:	1720 Copenhaver Road Ft. Pierce, FL 34945
CONTRACTOR PHONE NO:	(772) 201-5426
SURETY COMPANY:	FCCI Insurance Company 6300 University Parkway Sarasota, FL 34240 (941) 907-3224
OWNER NAME:	City of Fort Pierce
OWNER ADDRESS:	100 North U.S. #1, Room 101 Fort Pierce, FL 34950
OWNER PHONE NO.:	(772) 467-3102
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO.:	
BOND AMOUNT:	$390,648.22
CONTRACT NO.: (If applicable)	2025-008
DESCRIPTION OF WORK:	LITTLE JIM CAMP SANITARY IMPROVEMENTS
PROJECT LOCATION:	Fort Pierce, Florida
LEGAL DESCRIPTION: (If applicable)	
OBLIGEE ADDRESS:	
MODIFICATIONS:	

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5490070 06/06/2025 10:26:34 AM
OR BOOK 5323 PAGE 1926 - 1933 Doc Type: BOND
RECORDING: $69.50

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

The attached Statutory Cover Page forms and becomes a part of this bond.

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102

Fax: (772) 467-3848

Executed in 2 Counterparts

Bond No. 3304719

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

R. K. Contractors, Inc.
(Name of Contractor)

1720 Copenhaver Road Ft. Pierce, FL 34945
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and FCCI Insurance Company
(Name of Surety)

6300 University Parkway Sarasota, FL 34240
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of Three Hundred Ninety Thousand Six Hundred Forty-Eight and 22/100---------- Dollars, ($ 390,648.22),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 7 of April **2025** a copy of which is hereto attached and made a part hereof, **to furnish Little Jim Camp Sanitary Improvements, Bid No. 2025-008.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2 (Number)

counterparts, each of which shall be deemed an original, this 29th day of May ,2025.

ATTEST:

R. K. Contractors, Inc.
Principal

By _____

_____
(Principal) Secretary

Name _____
(Type)

Name Devin Wheaton
(Type)

Title VP

(Corporate Seal)

1720 Copenhaver Road
(Address)

_____
Witness as to Principal

Ft. Pierce, FL 34945

_____
Witness as to Principal

ATTEST:

FCCI Insurance Company
Surety

By _____

_____
(Surety) Secretary

Attorney-in-Fact & FL Lic. Resident Agent

Name Susan L. Reich
(Type)

Name Jeffrey W. Reich*
(Type)

(Corporate Seal)

6300 University Parkway
(Address)

_____
Lisa Roseland, Witness as to Surety

Sarasota, FL 34240

*Inquiries: 407-786-7770

_____
Migdiel Burgos, Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION





The attached Statutory Cover Page forms and becomes a part of this bond.

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102
Fax: (772) 467-3848

Executed in 2 Counterparts
Bond No. 3304719

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

R. K. Contractors, Inc.
(Name of Contractor)

1720 Copenhaver Road Ft. Pierce, FL 34945
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and FCCI Insurance Company
(Name of Surety)

6300 University Parkway Sarasota, FL 34240
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of Three Hundred Ninety Thousand Six Hundred Forty-Eight and 22/100---------- Dollars, ($ 390,648.22), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 7 of April **2025** a copy of which is hereto attached and made a part hereof, **to furnish Little Jim Camp Sanitary Improvements, Bid No. 2025-008.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in 2 (Number) counterparts, each of which shall be deemed an original, this 29th day of May, 2025.

ATTEST:

_____
(Principal) Secretary

Name _____
(Type)

(Corporate Seal)

R. K. Contractors, Inc.
Principal

By _____

Name Devin Wheaton
(Type)

Title VP

1720 Copenhaver Road
(Address)

Ft. Pierce, FL 34945

Witness as to Principal

Witness as to Principal

ATTEST:

Susan L. Reich

(Surety) Secretary

Name Susan L. Reich
(Type)

(Corporate Seal)

Lisa Roseland, Witness as to Surety

Migdiel Burgos, Witness as to Surety

FCCI Insurance Company
Surety

By Jeffrey W. Reich
Attorney-in-Fact & FL Lic. Resident Agent

Name Jeffrey W. Reich*
(Type)

6300 University Parkway
(Address)

Sarasota, FL 34240

*Inquiries: 407-786-7770

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jeffrey W. Reich

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

Surety Bond No.: 3304719

Principal: R. K. Contractors, Inc.

Obligee: City of Fort Pierce

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Dated this 29th day of May, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

ORIGINAL

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** and **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	Bid No: 2025-008
Pre-Bid Conference: 10:00 AM, THURSDAY, JANUARY 10, 2025	Bid Title: LITTLE JIM CAMP SANITARY IMPROVEMENTS
Pre-Bid Conference Location: CITY HALL, 1ST FLOOR ENGINEERING CONFERENCE ROOM 100 NORTH U.S. #1, FT. PIERCE, FL 34950	Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, THURSDAY, FEBRUARY 13, 2025	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: R.K.Contractors Inc Mailing Address: 1720 Copenhaver Road	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Ft. Pierce, FL 34945	Typed or Printed Name: Devin Wheaton
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: Vice President
Incorporated in the State of: Florida Year: 2001	Delivery in _____ days, After Receipt Order
Phone Number: 772-201-5426	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number: 65-0433749
E-Mail Address: rkcontractors20@gmail.com	Local Business: ✓ Y ___ N MWBE: ___ Y ___ N
Bid Security is attached, when required, in the amount of $ 10% of Bid price F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
R.K. Contractors Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1720 Copenhaver Road

Requester's name and address (optional)

City, state, and ZIP code
Ft. Pierce, FL 34945

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
6	5	–	0	4	3	3	7	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► [signature] Date ► 02/19/2025

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X	
Did you include proof of proper insurance as stated in the bid documents?	X	
Is Bid Response Form completed, signed and attached?	X	
Did you completed, signed and attached the W-9 Form?	X	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in bid documents.	X	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	X	
Is each Bid Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH BID _____

January 31, 2025

CITY OF FORT PIERCE

LITTLE JIM CAMP SANITARY IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 1

The purpose of this addendum is to provide additional clarification pertaining to project permitting Requirements.

All required construction permits, and applicable permitting fees shall be provided by the contractor and reimbursed as a part of line- item number one (1) as identified on the Bid Response Form "Mobilization/General Conditions/Bond/Testing/Permitting".

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors Inc.

Address: 1720 Copenhaver Rd

Fort Pierce, FL 34945

Date: 02/19/25

/mg

Attachments: Bid Response Form: Little Jim Camp Sanitary Improvements

February 4, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: Is there a Geotech report detailing whether or not there is rock present in the area?

ANSWER: There was no geotechnical study conducted.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

/lh

February 5, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 3

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: It looks like the drill is 487' of 2" drill and the bid sheet calls for 640' what is the explanation for the discrepancy?

ANSWER: The revised plans are attached to this addendum. Please disregard the plans originally posted with the advertised Request for Bids and utilize the attached plans having a Bid Plan Set date of September 4, 2024.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors, Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

/lh

Attachment: **Revised Plans**

February 11, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 4

The purpose of this addendum is to provide a **corrected Bid Response Form** and to extend the bid opening date from 3:00PM, Thursday, February 13, 2025, to:

3:00 PM, Thursday, February 20, 2025

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

Attachment: **Revised Bid Form**

February 11, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 5

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: Can the lift station be expanded for future expansion by changing pumps only? If so, what would the maximum increase be?

ANSWER: **Unknown. This would be governed by the proposed flow into the lift station and the storage capacity within the wet well.**

QUESTION: What is the total ERC for the lift station?

ANSWER: **7.6**

QUESTION: What was the basis for determining ERC? (i.e. Existing Little Jim store, future expansion which may include a restaurant, and restrooms towards roadway that is located on DOT property)?

ANSWER: **Existing restaurant and public restroom facilities.**

QUESTION: Is the lift station to be precast or fiberglass?

ANSWER: **Typically grinder stations are fiberglass, but this should be confirmed with the manufacturer's standard specifications.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

February 13, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 6

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: The benchmarks on the plan are in NAVD88 datum but the finished grade for the slab at the lift station is in NGVD datum. The 5.0' finished grade in NGVD would then lend itself to the proposed structures also being in NGVD datum but I do not see any note on the plans either way. Do you have any clarification?

ANSWER: **All benchmarks and elevations are in NAVD 88 datum.**

QUESTION: Can you clarify where the 2" gate valve on the bid sheet is located?

ANSWER: **The 2" gate valve is to be installed on the exterior of the valve vault prior to the air release valve.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R-K. Contractors, Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit A

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2025-008

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Thursday, February 13, 2025** for:

LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

The works include the construction of a sanitary sewerage system complete with an on-site grinder lift station (complete) and 230 LF of 6"/8" PVC sanitary sewer service, 617 LF of 2" forcemain installed via direction drill from the Little Jim Camp site to the Stan Blum Boat Launch, and a 1" water service.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit B

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	Defined Terms	35
2	Copies Of Bidding Documents	35
3	Qualifications Of Bidders	35
4	Examination Of Contract Documents And Site	35
5	Interpretations	37
6	Bid Security	37
7	Contract Time	37
8	Liquidated Damages	38
9	Substitute Material And Equipment	38
10	Subcontractors, Etc.	38
11	Bid Form	38
12	Submission Of Bids	39
13	Modification And Withdrawal Of Bids	39
14	Openings Of Bids	39
15	Bids To Remain Open	40
16	Award Of Contract	41
17	Bonds And Insurance	42
18	Signing Of Agreement	42
19	Schedule Of Submittals	43
20	Special Warranty, Guarantee, Bond, Insurance, Maintenance And Correction Period Requirements	43
21	Materials	43

SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of "Certified General Contractor" associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after

discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has

considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the

secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are

approximate only and for the purpose of providing a bidder with information that may be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non-responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power-of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The agreement executed shall be accompanied by a Certificate of Good Standing dated

within 30 days and an Incumbency Certificate, under oath, executed by Legal Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit C

1 **STANDARD SPECIFICATIONS**: All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2024 Edition) and all supplementary specifications issued by the department, unless stated otherwise. Any reference in the FDOT Standard Specifications to the Engineer or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the CONTRACTOR.

Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (2024 Edition) and Interims.

2 **SCOPE OF WORK:** Shall be as shown on the collective plans for Little Jim Camp Sanitary Improvement Project encompassing Sheets 1 through 12 inclusive. The Scope of Work under this contract shall also include coordination between this CONTRACTOR and the CITY and any of its contractors throughout the duration of construction to complete all the items included in the construction plans.

3 **MEASUREMENT AND BASIS OF PAYMENT**: Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the ENGINEER's review and correction.

Measurements for progress payments shall be made on in-place quantities. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY's discretion.

No item will be accepted for progress payment until all required testing has been successfully completed.

Measurements for progress payment shall be in accordance with Standard Specifications unless otherwise noted.

Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

4 **UTILITIES:** The CONTRACTOR shall be required to coordinate all work, when necessary, with the various utility companies in order that utility service may be maintained. The CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The design engineer has reflected on the plans those utilities he is aware of. The locations shown are approximate only. Any work involving conflict with utility companies shall be coordinated promptly without any delay to the project.

The Utility owners within the limits of this project have been identified as FPL, AT&T, Hometown Cable, Comcast, and Ft. Pierce Utility Authority and St. Lucie

County Utilities. It is likely that the private utilities will not have all their utilities relocated prior to construction. It is the responsibility of the CONTRACTOR to coordinate with the utility owners in order to prioritize relocations and prevent delays in construction.

5 **BORROW & WASTE:** Any borrow needed shall be provided by the CONTRACTOR at no additional expense to the CITY. Any waste material shall be disposed of by the CONTRACTOR and shall be included in the cost of excavation.

6 **TESTING:** Description: Testing shall be at the expense of the CONTRACTOR. An Independent Testing Laboratory shall be utilized for all testing services as directed by the ENGINEER. The testing laboratory shall mail a copy of all test reports directly to the CONTRACTOR. The CONTRACTOR shall forward signed and sealed test reports to the CITY and the ENGINEER. Test reports shall include the following data:

1. Project Name and No.
2. ENGINEER's Name
3. CITY's Name
4. CONTRACTOR's Name
5. Date of Sampling
6. Technician Sampling
7. Date of Testing
8. Technician Testing
9. Test Results
10. Specification Requirements
11. Whether or not test meets specification requirements
12. Signature of Supervising Professional ENGINEER

The CONTRACTOR shall be responsible for contacting and scheduling all testing.

The CONTRACTOR shall provide for testing of all work efforts in accordance with the appropriate FDOT Standards.

Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

7 **CONSTRUCTION LAYOUT:**

Description: Construction layout for horizontal and +vertical control shall be performed by the CONTRACTOR. Grade stakes for pavement construction shall be set no farther apart than fifty (50) feet O.C. Horizontal and vertical control points are shown on the plans.

Record Drawings: CONTRACTOR shall keep one record copy of all

specifications, prints, drawings, addenda, modifications and shop drawings at the site in order, and annotated to show all changes made during the construction process. CONTRACTOR shall provide ENGINEER and CITY one (1) digital file in AutoCAD format of the As-Built drawings for the entire project as well as six sets of prints signed and sealed by a licensed surveyor, an electronic pdf set of as-built drawings and a signed and sealed pdf electronic file. The ENGINEER will provide a CADD drawing in AutoCAD as a basis for the record drawings. The As-Built drawings are to be delivered by the CONTRACTOR to the ENGINEER within thirty (30) days of Final Completion. This is critical for the certification of the facilities to the CITY and various regulatory agencies. Final payment shall not be made until As-Built drawings have been received and approved by the CITY.

8 **MAINTENANCE OF TRAFFIC**

Maintenance of traffic shall be lump sum and shall include all items necessary to conform to the latest FDOT Specifications, FDOT Design Standard Indices Drawings and Manual on Uniform Traffic Control Devices, except as may be paid for as a separate pay item as shown in contract documents. This item shall also include all costs for temporary signing and pavement markings (paint), barricades, arrow boards, cones, crossing guards, off-duty policemen, flagmen, flags, temporary pavement, temporary sidewalks, detours, adjacent property access, driveway connections and maintenance of existing and temporary pavements, access, bicycle paths, sidewalks, driveway connections and adjacent property access and obliteration of conflicting markings. "Blacking-out" with paint will not be allowed.

The CONTRACTOR shall prepare a Maintenance of Traffic (MOT) plan for review and approval by the CITY and ENGINEER. Work may not begin until the CITY has approved the MOT plan.

The CONTRACTOR shall coordinate any street closings or detours necessary for the maintenance of traffic with the City of Port St. Lucie. Westmoreland Boulevard, and access to the Botanical Gardens shall remain open at all times. All costs associated with this coordination will be included in the cost of Maintenance of Traffic (MOT).

FDOT Standard Specification Section 102-2.1 Maintenance of Devices and Barriers will be enforced on this project. In addition, devices which are brought onto the project which are not in conformity to the aforementioned standards, or are damaged or defaced, will be rejected by the ENGINEER and shall be replaced by the CONTRACTOR at no additional cost to the CITY.

The CONTRACTOR is to provide a Traffic Control Plan for approval by the ENGINEER and the CITY.

Approval from all respective agencies and/or authorities as approved in the Contract Documents will be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall not block access to driveways except where same area is to be removed and replaced. The CONTRACTOR shall give twenty-four (24) hours advance written notice to the resident or occupant of the property of driveway removal and replacement operations and supply the CITY's representative a copy of same.

Method of Measurement and Basis of Payment. All items included in this section shall be carried out by the CONTRACTOR as incidental to the bid price of Bid Item No. 102-1 Maintenance of Traffic on a Lump Sum basis.

9 **WATER RESOURCES:** The CONTRACTOR shall not discharge without permit into the waters of lakes, rivers, canals, waterways and ditches, any fuels, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The CONTRACTOR shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas. If a violation is noted during dredging, all dredging shall cease until the condition is corrected, at no additional cost to the CITY.

Turbidity: The CONTRACTOR shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code. Adequate silt containment procedures and equipment shall be used to control turbidity within State standards.

Water Quality Measurements: When required by any Governmental Agency, the CONTRACTOR shall make water quality measurements and submit to Agency and ENGINEER, in addition to those required herein, to assure construction operations are in compliance with the Standards of 17-3, F.A.C. All water quality measurements shall conform to the test methods specified in Chapter 40, Part 136 of the Code of Federal Regulations.

Disposal: If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the ENGINEER and replaced with suitable fill materials, compacted and finished with topsoil, all at the expense of the CONTRACTOR.

Method of Measurement and Basis of Payment: All materials, labor and

equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, 104-10-3 Sediment Barrier, 104-15 Soil Tracking Device, and 104-18 Inlet Protection System with no additional cost to be incurred by the CITY.

10 **FISH AND WILDLIFE RESOURCES:** The CONTRACTOR shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The CONTRACTOR shall not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.

Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

11 **EROSION AND SEDIMENT CONTROL MEASURES:**
In addition to the requirements of Section 104 of the FDOT Standard Specifications, the CONTRACTOR shall be responsible for the following items:

Reduction of Exposure of Unprotected Erosive Soils: Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthwork shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

Temporary Protection of Erosive Soils: Such methods as may be necessary shall be utilized on areas to effectively prevent erosion and control sedimentation.

Turbidity Control: The CONTRACTOR shall employ adequate silt containment equipment and/or procedures during construction activities to control turbidity within the limits required by local, State or Federal law and/or permit requirements.

Method of Measure and Basis of Payment: When separate items for Temporary Erosion control are included in this Contract, the quantities to be paid under this Section will be for the contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contact, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

NPDES Permit: The contractor shall obtain a NPDES permit for the project. The

costs associated with preparing the application shall be incidental to the construction.

12 **ENVIRONMENTAL PROTECTION:** In order to prevent and to provide for abatement and control of any environmental pollution arising from the work of the CONTRACTOR and his Subcontractors in the performance of this Contract, the CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of the Army Corps of Engineers manual, EM 385-1-1, entitled General Safety Requirements, in effect on the date of the work, as well as the specifications, including the Corps of Engineers and Florida Department of Environmental Protection permits, if applicable to this project.

The CONTRACTOR shall provide and maintain environmental protection during the term of the Contract. Environmental protection measures shall be provided to control pollution that develops during normal dredging and/or excavation practices. The CONTRACTOR's operations shall comply with all Federal, State, and Local regulations pertaining to water, air, solid waste and noise pollution. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the CONTRACTOR.

Method of Measurement and Basis of Payment: All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

13 **CLEARING AND GRUBBING:**

Description: The work specified in this section consists of clearing and grubbing as defined under Section 110 of the FDOT Standard Specifications. Also included in the work under this Section is certain other miscellaneous work necessary for the complete preparation of the project site as follows:

The removal and disposal of materials and debris resulting from clearing and grubbing operations.

The construction site shall be cleared as required and all areas upon which utility piping, structures, concrete slabs, foundations or pavement is to be placed shall be cleared and grubbed. This includes clearing all areas required to construct improvements as shown in the construction plans.

The CONTRACTOR is expected to visit the site of the work and determine for himself the extent of clearing and grubbing necessary for his construction operations.

Standard Clearing and Grubbing. Work under this item will be done in

accordance with Sub-Sections 110-2 of the FDOT Standard Specifications. This work also includes the removal of existing pavement and all other related items shown in the construction plans.

Removal of Existing Structures. Work under this item will be done in accordance with Sub-Sections 110-6 and 110-7 of the FDOT Standard Specifications. This work also includes the removal of existing culvert pipes, stormwater inlets, flexible pavement, and concrete headwalls as shown in the construction plans.

Removal of Debris. All materials and debris resulting from clearing, or clearing and grubbing, operations shall be removed from the site and disposed of in an approved manner. This shall be incidental to the unit price for Standard Clearing and Grubbing.

Disposal of Materials. Disposal of all materials removed during the clearing & grubbing operations of this project shall be done in accordance with Section 110-9 of the FDOT Standard Specifications and shall abide by all Local, State, and Federal regulations.

Method of Measurement and Basis of Payment. All items included in this section shall be carried out by the CONTRACTOR as incidental to the bid price of Bid Item No. 110-1-1, Clearing & Grubbing, on a per Acre; and 110-4-10 Removal of Existing Pavement, on a Square Yard basis.

14 **CONTROL AND DISPOSAL OF WASTE:** Wastes shall be picked up and placed in containers that are emptied on a regular schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. On completion, the areas shall be left clean and natural looking. All sites of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated.

Disposal of Rubbish and Debris: CONTRACTOR shall transport all waste off of CITY's property and dispose of it in a manner that complies with federal, state and local requirements.

15 **DUST CONTROL:** Dust shall be kept down at all times, including non-working hours, weekends and holidays. Soil at the site and other areas disturbed by the CONTRACTOR's operations shall be sprinkled or treated with dust suppressor as necessary to control dust. Blowing will be permitted only for cleaning off non-particulate debris, such as reinforcing bars. No sandblasting will be permitted unless the dust there from is confined, except in areas approved by the CITY.

16 **REGULAR EXCAVATION:** Regular Excavation consists of all materials, equipment and labor to perform work as defined in Section 120 of the Standard

Specifications. In addition, the work covered under this section consists of excavating, removing and satisfactorily disposing of, all materials of whatever

nature, within the limits of construction. This work also includes the hauling, stockpiling, and maintenance of all excavated material as directed by the CITY. Included in this section is all excavation and finishing necessary for the construction, preparation and completion of all lake excavation, culvert installation and landscape area preparation, all in accordance with the required grade and cross sections shown on the drawings or as directed by the ENGINEER.

The CONTRACTOR shall perform all excavation necessary to accomplish the construction indicated on the plans. Excavated materials; shall be stockpiles in the project as directed by the ENGINEER. Unsuitable materials will be removed from the site and disposed of by the CONTRACTOR at no additional cost to the CITY.

The CONTRACTOR shall do all shoring necessary to perform and protect the excavation and, as necessary, for the safety of the workers and any existing facilities. Wherever excavations are made below the grades indicated on the plans, firm material shall be used to restore the area to the proper grade and shall be compacted in accordance with these specifications. All excavation work shall conform to the Trench Safety Act Chapter 90-96 Laws of Florida. All Trench Safety requirements shall be incidental to the cost of excavation.

The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters that may accumulate in the excavated areas. If subsurface water is encountered, the CONTRACTOR shall utilize approved means in compliance with the SFWMD dewatering permit to adequately dewater the excavation so that it will be dry for working and pipe laying. A well point system or other approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

All existing improvements such as pavements, conduits, poles, pipes and other structures shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored without compensation. Existing utilities and other underground obstructions are shown on the plans but the accuracy of the locations and depths is not guaranteed. The CONTRACTOR shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.

Unless specifically authorized by the ENGINEER, all pipe shall be laid in the dry, and the CONTRACTOR shall do such pumping as is required for proper execution of the work and to dispose of the water without damage or undue inconvenience of the work, the surrounding area, or the public. He shall not dam, divert or cause water to flow in excess in existing gutters, swales, pavements or

other structures, and to this end may be required to conduct the water to a suitable place of discharge. Well point system or other approved equipment shall

be used to maintain excavations in a dry condition for pipe laying.

Where muck, rock, clay or other material within the limits of construction is, in the opinion of the ENGINEER, unsuitable in its original position, the CONTRACTOR shall excavate such material and backfill the excavated area with suitable material, which shall be compacted and shaped to conform to the required section. This work shall be performed in accordance with FDOT Standard Index 500.

It is the intent of this specification that all pipe and other structures shall be provided with a stable foundation and that any material which by reason of kind or condition is not or cannot be made stable by drainage or compaction shall be removed or replaced. Therefore, any material encountered at the elevation shown on the drawings or specified for pipe that will not or cannot be improved to provide a stable foundation for the pipe shall be removed and replaced. All unstable material below the grade line of the pipe shall be removed for the full width of the trench and replaced with suitable selected material, compacted as specified elsewhere in these specifications. For the purpose of this specification, muck, peat and other highly organic soils shall be considered to be unstable materials. Also, any soil which is or might become wet to such a degree that its moisture content is equal to or greater than 90 percent of its liquid limit will have to be specifically approved by the ENGINEER with regard to stability or shall be considered to be an unstable material requiring removal and replacement.

These items include the cost for the CONTRACTOR to remove, transport, place, and maintain material as described in the contract documents. Payment for these items will be based on compacted volumes. Prior to CONTRACTOR shall cut cross sections of the existing ground or utilize the design topography data. Upon completion of construction, CONTRACTOR shall complete cross sections of the site. The difference between the pre and post construction sections will be used to calculate the excavation and embankment volumes.

Method of Measurement and Basis of Payment. Payment for Excavation shall be incidental to the construction of the sanitary and potable water Bid items.

17 **EMBANKMENT:** Embankment consists of all materials, equipment and labor to perform work as defined in Section 120 of the Standard Specifications. In addition, the work covered under this section consists of providing all materials of whatever nature, within the limits of construction. This work also includes the hauling, stockpiling, and maintenance of all fill material as directed by the CITY. Included in this section is all fill and finishing necessary for the construction, preparation and completion of all lake bank berm construction, and sidewalk and culvert installation, all in accordance with the required alignment, grade and cross sections shown on the drawings or as directed by the ENGINEER.

The CONTRACTOR shall perform all embankment necessary to accomplish the construction indicated on the plans.

All existing improvements such as pavements, conduits, poles, pipes and other structures shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored without compensation. Existing utilities and other underground obstructions are shown on the plans but the accuracy of the locations and depths is not guaranteed. The CONTRACTOR shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.

Unless specifically authorized by the ENGINEER, all pipe shall be laid in the dry, and the CONTRACTOR shall do such pumping as is required for proper embankment work and to dispose of the water without damage or undue inconvenience of the work, the surrounding area, or the public. He shall not dam, divert or cause water to flow in excess in existing gutters, swales, pavements or other structures, and to this end may be required to conduct the water to a suitable place of discharge. Well point system or other approved equipment shall be used to maintain embankment in a dry condition for pipe laying.

It is the intent of this specification that all pipe and other structures shall be provided with a stable foundation and that any material which by reason of kind or condition is not or cannot be made stable by drainage or compaction shall be removed or replaced. Therefore, any material encountered at the elevation shown on the drawings or specified for pipe that will not or cannot be improved to provide a stable foundation for the pipe shall be removed and replaced. All unstable material below the grade line of the pipe shall be removed for the full width of the trench and replaced with suitable selected material, compacted as specified elsewhere in these specifications. For the purpose of this specification, muck, peat and other highly organic soils shall be considered to be unstable materials. Also, any soil which is or might become wet to such a degree that its moisture content is equal to or greater than 90 percent of its liquid limit will have to be specifically approved by the ENGINEER with regard to stability or shall be considered to be an unstable material requiring removal and replacement.

All backfill material shall be clean and free of lumber, trash or other debris and shall be thoroughly compacted in layers not to exceed eight inches and brought to an elevation above the finished grade sufficient to allow for settlement. Prior to placing backfill, the areas around structures upon which the backfill is to be placed shall be cleaned of all trash and debris of any nature. Any sheeting and bracing allowed to be left in place shall be cut off a minimum of 2.5 ft. below finished grade.

Finishing shall consist of the preparation, trimming and shaping to the lines and grades shown on the drawings, and all areas outside the paved areas in such a

manner to receive grassing, sod or planting without additional work.

Areas to be compacted shall be moistened or dried and compacted by either rolling, tamping or any other method approved by the ENGINEER in order to obtain the desired density. The CONTRACTOR shall inspect all compacted areas prior to further construction operations to ensure that satisfactory compaction has been obtained.

All embankment, including backfill and embankment adjacent to structures, shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-99. If in the ENGINEER's opinion density tests are required, such tests shall be made as directed by the ENGINEER at the expense of the CITY. The CONTRACTOR shall instruct the testing laboratory to forward copies of all test reports to the ENGINEER.

These items include the cost for the CONTRACTOR to remove, transport, place, and maintain material as described in the contract documents. Payment for these items will be based on compacted volumes. Prior to CONTRACTOR shall cut cross sections of the existing ground or utilize the design topography data. Upon completion of construction, CONTRACTOR shall complete cross sections of the site. The difference between the pre and post construction sections will be used to calculate the excavation and embankment volumes.

Method of Measurement and Basis of Payment. Payment for Excavation and Embankment shall be made under Bid Item No. 120-6 on a Cubic Yard Basis.

18 **EXCAVATION AND DEWATERING:** Excavation and Dewatering consists of all materials, equipment and labor to perform excavation as defined in Section 125 of the FDOT Standard Specifications, unless otherwise stated herein. It shall also include (1) the construction and removal of cofferdams, sheeting, bracing, etc.; (2) pumping or otherwise dewatering foundations, including rock for dewatering; (3) the removal and disposal of any existing structures or portions of structures not covered by other items in the contract, including foundations, abutments, piers, wings, obstructions, etc., found necessary to clear the site for the proposed work which are not otherwise covered under other bid items; (4) backfilling, disposing of surplus material and final cleaning, as may be necessary for the proper execution of the work.

The work for culverts shall conform to Paragraph 125-4.4 of the FDOT Standard Specifications.

The CONTRACTOR shall comply with all limiting conditions of the approved SFWMD dewatering permit. If the CONTRACTOR must deviate from the provisions of the permit, the CONTRACTOR is responsible for obtaining the proper permit modification prior to performing the proposed work requiring the modification.

The CONTRACTOR shall provide adequate equipment for the removal of storm

or subsurface waters that may accumulate in the excavation. If subsurface water is encountered, the CONTRACTOR shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A well point system or other ENGINEER approved dewatering method shall be utilized, if necessary, to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

Dewatering by trench pumping will not be permitted if migration of fine-grained natural material from bottom, side walls or bedding material will occur. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the ENGINEER's approval of wet trench construction procedure before commencing construction. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels.

Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR's plan for trench disposal is approved in writing by the engineer. The CONTRACTOR's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers.

19 **TYPE B STABILIZATION (12" THICK):**

Description. The work specified under this section shall be in accordance with section 160 of the FDOT Standard Specifications.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

This item shall include all new pavement construction and Pavement Reconstruction.

Payment shall be made under the corresponding Bid Item 160-4 Type B Stabilization (12" Thick), per Square Yard.

20 **OPTIONAL BASE GROUP 06 (8" THICK):**

Description. The work specified under this section shall be in accordance with section 200 of the FDOT Standard Specifications.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

This item shall include all new pavement construction and Pavement Reconstruction.

Payment shall be made under the corresponding Bid Item 285-706 Optional Base Group 06 (8" Thick), per Square Yard.

21 **SUPERPAVE ASPHALT CONCRETE:**

Description. The work specified under this section shall be in accordance with Sections 234, 300, 320, 330, and 334 of the FDOT Standard Specifications.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

Work shall include all items required to install the various lifts of asphalt pavement including, but not limited, prime and tack coats.

Payment shall be made under the corresponding Bid Item 334-1-13, Superpave Asphalt Concrete SP-9.5 (1.5" Thick) per Ton.

22 **SODDING:** All sodding work on this project shall be provided in accordance with Sections 570 and 575 of the FDOT Standard Specifications and revisions. Unless otherwise specified in the Plans, all sodding shall consist of Bahia grass sodding, except in residential and commercial areas where the sod shall be the same type as which was disturbed or removed.

Payment shall be made under: Item 570-1-2 Performance Turf - Sod, per square yard.

23 **POTABLE WATER SYSTEM:**

Description. The work specified under this section shall be in accordance with St. Lucie County Utility Systems Department Utility Standards.

The work shall include the installation of the potable water service for the Grinder Pump Station. The work shall include installation of the pipe and appurtenances, backfilling of the pipe, pressure testing of the system, and bacteriological sampling of the system.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, Items 1050 through 1080 series including per Linear Foot, Tonnage, Assembly and Each.

24 **SANITARY SEWER SYSTEM:**

Description. The work specified under this section shall be in accordance with The St. Lucie County Utility Systems Department, Utility Standards.

The work shall include the installation of the sanitary sewer system for the project as shown on of the Construction Plans. The work shall include installation of the grinder station, gravity, pressure pipe, system connections, appurtenances, backfilling of the pipe, and testing of the system.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

Payment shall be made under the corresponding Bid item number found in the Schedule of Contract Values, Items 1050 through 1080 series, per Linear Foot, Tonnage, Assembly and each.

25 **FPL POWER (ALLOWANCE):**

Description. The work specified under this section shall be to provide adequate power from the FPL point of service to the proposed transformers. This line item is provided in the event that sufficient power is not provided from the FPL point of service. The use of this line item will be subject to the approval by the City.

Method of Measurement and Basis of Payment: The quantities to be paid under this section shall include all materials, labor and equipment needed to provide any required upgraded power supply from the FPL existing transmission system to the site point of service and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY.

Payment shall be made under Bid Item Number 2000 - 1 FPL Power (Allowance) - Complete, per Lump Sum.

26 **PROJECT SCHEDULE:** Within ten (10) calendar days after the execution of the Contract, or at the pre-construction meeting whichever is earlier, CONTRACTOR shall submit for approval, three copies of a schedule of work showing in detail satisfactory to the ENGINEER and the CITY, the order which CONTRACTOR proposes to carry on the work, the interdependence of activities, the date on which it will start the individual activities, including procurement of materials, plans and equipment, submission and receipt of shop drawings, duration, monetary value, resource allocation, earliest and latest starting and completion dates for each operation. The schedule shall be in the form of progress chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time. All activities are to be described so that the work is readily identifiable and the progress on each activity can be readily measured. The schedule shall be prepared in such a manner that all elements are contained on the schedule diagram i.e. Early Start, Late Start, Early Finish, Late Finish and Duration. Separate detail sheets containing this information are not acceptable. If CONTRACTOR elects to use a computer-generated CPM the selected software and output format (including size, color, order, etc.) is to be approved and accepted by the ENGINEER before CPM preparation. The schedule shall be accompanied by a working plan which is a concise written description of CONTRACTOR's construction plan. This plan shall include but not be limited to the phasing, sequence, identification of work crews and summary of the work. CONTRACTOR shall resubmit revised schedule whenever requested to comply with such comments as may be required by the ENGINEER and the CITY.

CONTRACTOR shall enter on the above-mentioned chart the actual progress accompanied with a written description at monthly intervals and shall immediately deliver to the ENGINEER three (3) copies thereof along with each progress payment request. If CONTRACTOR fails to submit a progress schedule within the time here prescribed, the ENGINEER may withhold approval of progress payment request until such time as CONTRACTOR submits the required progress schedule.

If a majority of the activities have a float period less than ten (10) days, then the CONTRACTOR must provide complete details on the resource allocation as requested by the ENGINEER.

The CONTRACTOR must provide letters from his subcontractors that indicate their acceptance of the proposed schedule.

The CONTRACTOR shall submit a concise written explanation of the schedule impacts attached to the delay claim and the next schedule update.

Method of Payment and Basis of Payment: All material, labor and equipment required to perform the work effort for this item shall be carried out by the

CONTRACTOR as incidental to the bid price of the various bid items of this contract, with no additional cost to be incurred by the CITY.

SPECIAL CONDITIONS

1. **CITY FURNISHED ITEMS -** The CONTRACTOR shall provide a proposal for all items listed in the "Schedule of Contract Prices" based upon the material, labor, etc. necessary to complete each of the items. If the "City Furnished" items are provided, then the cost will be deducted from the unit price for the item as provided by the CONTRACTOR in the "Schedule of Contract Prices".

2. **SURVEY CONTROL** - The bench marks for survey control for the project have been indicated in the construction plans. The location of these control points may at times be located within the construction area. It is the responsibility of the CONTRACTOR to locate, preserve, or offset these points as required to maintain proper survey control for the project for the duration of the construction efforts. Control points shall be re-established upon completion of construction at the expense of the CONTRACTOR.

   Grades shown are finished grades, and B.M. Datum is North American Vertical Datum 1988 (NAVD-1988) as noted in the plans.

3. **FIELD OFFICE** – Should the CONTRACTOR provide themselves a field office for this project, the office and all associated costs shall be included in the cost of mobilization. No field office is required by the City of Ft. Pierce.

4. **CONSTRUCTION ITEMS IN THE BID FORM** - Construction items in the Bid Form may be increased, decreased or deleted at the direction of the ENGINEER and the CITY with no adjustment to unit cost

5. **EXISTING SIGNS** - Existing signs shall not be damaged during construction. If damage occurs, it shall be the CONTRACTOR's responsibility to repair or replace the signage at no additional cost to the Contract. Existing sings that require relocation shall include installation of the existing sign panel on a new post meeting current FDOT and MUTCD standards.

6. **PROJECT SUPERVISOR** - The Project Supervisor is Tracy Telle, Engineering Manager and may be reached at (772) 467-3776.

7. **DESIGN ENGINEER** - The "Engineer of Record" for the project is Mr. Stefan K. Matthes, P.E., of Culpepper & Terpening, Inc. and can be reached at (772) 464-

3537. Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as Design Engineer

8. **ENGINEER** - The CEI "Engineers of Record", hereinafter called "ENGINEER", for this project is Mr. Stefan K. Matthes, P.E., of Culpepper & Terpening, Inc. and can be reached at (772) 464-3537. Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as Engineer

9. **SEQUENCE OF CONSTRUCTION:** The actual construction sequence shall be established by the CONTRACTOR and forwarded to the CITY and the ENGINEER for approval through the Project Schedule. The Schedule shall be prepared using a Critical Path Method or other approved project-schedule tool. The schedule shall be updated on a monthly basis and submitted to the Engineer with the pay request. All schedule submittals shall have a copy of the schedule files on a Windows compatible CD attached.

10. **RETESTS AND STANDBY TIME FOR SOILS TESTING COMPANY** – The costs for all retests and standby time for the testing companies will be paid by the CONTRACTOR.

11. **EXCAVATED MATERIAL** – The CONTRACTOR shall stockpile all excess soil on-site at the direction of the ENGINEER.

12. **SITE ACCESS** – The CONTRACTOR shall provide access to the site at all times. The site is an active business that must have access throughout the project duration

END OF SECTION

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit D

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
001	Bid Form	63
002	Bid Bond	67
003	Performance Bond	***See in the Agreement Section***
004	Payment Bond	***See in the Agreement Section***
005	Notice of Award	***See in the Agreement Section***
006	Notice to Proceed	70
007	Change Order Form	71
008	Application for Payment	73
009	Certificate of Owner's Attorney	74
010	Bidder's Questionnaire	75
011	Non-Collusion Affidavit	77
012	Public Entity Statement	78
013	Non-Segregated Facilities	81
014	Trench Safety Act	82
015	Drug-Free Workplace	83
016	Bid Response Form	***See in the Agreement Section***
017	Substitution Sheet	84
018	Contractor Verification Form	85
019	List of References	86
020	E-Verify	87

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

NAME OF BIDDER: R.K. Contractors, Inc

MAILING ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945

STREET ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945 (Zip Code)

PHONE NUMBER: 772-201-5426

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 1/31/25	No. 4	Dated 2/11/25
No. 2	Dated 2/4/25	No. 5	Dated 2/11/25
No. 3	Dated 2/5/25	No. 6	Dated 2/13/25

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	**Name of Subcontractor**	**Address**
Directional Drilling	K3 Directional Drilling	8526 SW Kansas Ave Stuart, FL

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS bidders bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: R.K. Contractors, Inc
(Type or Print)

By: _____

Name: Devin Wheaton

Title: Vice President

Dated: 2/12, 2025

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Devin Wheaton

Title: V.P

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CUC056834

END OF SECTION

Executed in 2 Counterparts

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
R. K. Contractors, Inc., as Principal, and _____
FCCI Insurance Company, as Surety,
are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid---------- _____
---------- Dollars ($----------10%----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 13 2025, for the 2025-008, LITTLE JIM CAMP SANITARY IMPROVEMENTS
Fort Pierce, Florida

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this day of February 13, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

R. K. Contractors, Inc.

By: _____
(Signature)

Name: Devin Wheaton

Title: VP

ATTEST (if corporation)

By: _____
(Signature)

Name: Devin Wheaton

Title: VP

(Corporate Seal)

SURETY

FCCI Insurance Company

By: _____
(Signature)

Name: Jeffrey W. Reich Inquiries: 407-786-7770

Title: Attorney-In-Fact & FL Licensed Resident Agent

(Surety Seal)





Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety FCCI Insurance Company

Mailing Address 6300 University Parkway Sarasota, FL 34240

Street Address 6300 University Parkway Sarasota, FL 34240

Name and Mailing and Street Florida Surety Bonds, Inc.

Address of Agent or 620 N Wymore Rd., Suite 200, Maitland, FL 32751

Representative in Florida 620 N Wymore Rd., Suite 200, Maitland, FL 32751

(if different than above) ----------

Telephone Number of Surety 941-907-3224

and Agent or Representative 407-786-7770

in Florida ----------

END OF SECTION

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Cheryl A. Foley; Emily J. Golecki; Kim E. Niv: Sonja Amanda Floree Harris; Robert P. O'Linn; Sarah K. O'Linn; Jeffrey W. Reich; Susan L. Reich; Nathan K. Reich; & Lisa A. Roseland

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Dated this 13th day of February, 2025

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

NOTICE TO PROCEED

Date: _____

To:_____

_____ **Contractor.**

Notice to Proceed on Project: Little Jim Fish Camp Sanitary Improvements, Bid No. 2025-008

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2025 and to obtain Substantial completion within 150 calendar days and Final completion within 180 calendar days. Find attached four (1) set of the subject project drawings.

The completion date for **this project** work shall be: **_____, 2025.**

OWNER:

CITY OF FT. PIERCE
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

_____

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

BID FORMS

CHANGE ORDER FORM

PROJECT: **Little Jim Fish Camp Sanitary Improvements**

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ _____

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ _____

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ _____

Current CONTRACT AMOUNT Including this CHANGE ORDER $ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____

(Change Order No._____, Page 1 of 2)

BID FORMS

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

_____

_____

III. JUSTIFICATION:

_____

_____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

By:_____
Signature & Title

Date:_____

END OF SECTION

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. R.K. Contractors, Inc
2. Permanent Main Office address.1720 Copenhaver Road., Ft. Pierce, FL 34945
3. When organized? 8/27/1993
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 32 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See attached
7. General character of work performed by you. All of our projects are completed per plan and without issues
8. Have you ever failed to complete any work awarded to you? If so, where and why? N/A
9. Have you ever defaulted on a contract? If so, where and why? N/A
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See attached
11. List your major equipment available for this contract. See attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See attached
13. Background and experience of the principal members of your company, including the officers. See attached
14. Give bank reference. PNC Bank. Branch Manager Shelly,
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BID FORMS

Dated at _____ this 19th day of February, 2025.

Contractor:

R.K. Contractors, Inc

By _____

Devin Wheaton VP
(Name & Title)

County of St Lucie
State of Florida

Devin Wheaton, being duly sworn, deposes and says that he is VP of R.K. Contractors, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 19th day of February, 2025.

_____
Notary Public

My Commission Expires:

03/15/2027 (Seal)

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWERS, RANDY LEE

R K CONTRACTORS INC
803 S INDIAN RIVER DR
FORT PIERCE FL 34950

LICENSE NUMBER: CUC056834

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RK Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
RKContractors20@gmail.com
CUC056834

RK Contractors has been doing business in the tri-county area for over the past 25 years. We specialize in all aspects of underground utility construction including commercial, residential, and municipal projects. We offer complete packages for new drainage systems, water service systems, sewer service systems, and fire line installations as well as emergency repairs of existing systems.

Trade References

Hooks Construction
2211 S Kanner Hwy
Stuart, FL 34994
Steve Hooks
772-419-8828 (Office)
steve@hooksconstruction.net

C Calvert Montgomery & Associates
959 SE Federal Highway
Stuart, FL 34994
Scott Montgomery
772-287-3636 (Office)
scott@ccmaengineers.com

Mathers Engineering Corporation
2431 SE Dixie Highway
Stuart, FL 34996
Bill Mathers
772-287-0525 (Office)

Pav-Co Construction
533 SE Central Parkway
Stuart, FL 34994
Bill Carpino
772-286-7385 (Office)
pavcocontracting@aol.com

Core & Main
7374 Commercial Circle
Ft. Pierce, FL 34951
Pat Zaccaro
772-466-5955 (Office)
Pat.Zaccaro@coreandmain.com

Gil Hyatt Construction
1082 NE 45th Street
Oakland Park, FL 33334
Jim Hennessey
203-510-5965 (Cell)
Jim.H@gilhyatt.com

Tommy Hawkins & Sons
909 Barrel Ave
Ft. Pierce, FL 34982
RJ Buchmeyer
772-464-7587 (Office)
rj@hawkinspaving.net

EDC Engineering
10250 SW Village Parkway
Port St. Lucie, FL 34987
Steve Orazzi
423-327-7191

Recently Completed Projects

Lakeside Storage
Okeechobee, FL
Lauren Jock Trucking
$575,000

Wawa #5307
Stuart, FL
Hooks Construction
$485,000

Wawa #5387
Ft. Pierce, FL
Hooks Construction
$230,000

Martin County Fire Station #14
Stuart, FL
The Morganti Group
$152,000

Indian River Spirits
Ft. Pierce, FL
Todd Thompson Inc
$170,000

7/11 #41527
Ft. Pierce, FL
Gil Hyatt Construction
$95,000

Palm City Elementary
Palm City, FL
Tommy Hawkins & Sons Construction
$1,379,000

Tradition Lift Stations
Port Saint Lucie, FL
Guettler Brothers Construction
$15,000 per station piping x20 (ongoing installs)

Paradise Park Drainage (City Of Ft. Pierce)
Ft. Pierce, FL
Lauren Jock Trucking
$700,000

Lift Station #40 (City Of Port St. Lucie)
Port St. Lucie, FL
Lauren Jock Trucking
$150,000

8th Street Improvements (City Of Fort Pierce/FPUA)
Ft. Pierce, FL
Pavco Contracting
$75,000

Chipotle/Ft. Pierce Commercial Development
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$690,000

ALDI Store #37
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$153,000

Wallace Automotive ROW Drainage Improvements
Stuart, FL
Wallace Enterprises
$236,415

Key Personel:
Randy Bowers-Owner/President, State Certified Underground Utility Contractor
Devin Wheaton- Owner/Vice-President, State Certified Underground Utility Contractor, State Certified General Contractor

Equipment Available:
Case 720 Front End Loader
Case Mini Front End Loader
Case 145 Excavator
Kubota Excavator
Roller/Compactor
Plate Compactors





HOOKS CONSTRUCTION

Wawa #5307 Martin County

6-22-21


CASE




CAUTION
CUIDADO







CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcsic.com

2024 - 2025

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #15 Receipt #1799-00940013

Type of business 1799 MISC/SPECIALTY CONTRACTOR (Underground Utility & Excavation Contractor) Expires SEPTEMBER 30, 2025

DBA name R.K contractors, Inc

Business: Randy Bowers

Mailing address: Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

Business location: 1720 Copenhaver Rd
Fort Pierce, FL 34945-4446
GOOD FOR THIS LOCATION ONLY

RENEWAL		City of Fort Pierce	
Original tax:	$24.75	2313-133-0001-000/3	3928524909CC
Penalty:			
Collection cost:		Paid 07/02/2024 24.75	0025-20240702-049005
Total:	$24.75		

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Devin Wheaton, being first duly sworn, deposes and says:

That he/she is Vice President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

R.K. Contractors, Inc
(Firm Name)

By: _____

Title: Vice President

Subscribed and sworn to before me this 19th
day of February, 2025

_____
Notary Public

My Commission expires: (Seal)
03/15/2027

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION



PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2025-008 for **Little Jim Fish Camp Sanitary Improvements**

2. This sworn statement is submitted by R.K. Contractors, Inc
(name of entity submitting sworn statement)
whose business address is 1720 Copenhaver Road., Ft. Pierce, FL 34945

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0433749
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Devin Wheaton my relationship to the entity named above is Vice President/Owner.
(please print name of individual signing)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime: or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS

Signature: _____

Date: 02/19/2025

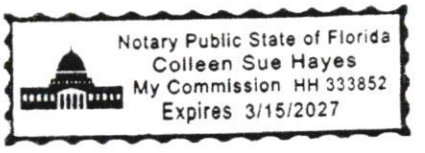
STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Devin Wheaton who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 19th day of February 2025.

NOTARY PUBLIC SEAL:



My commission expires: 03/15/2027

END OF SECTION

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 2/19/25 , 2025

Official Address
(Including Zip Code):

1720 Copenhaver Road., Ft. Pierce, FL 34945

By: Devin Wheaton

Vice President
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-008

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Twelve Hundred Dollars
(Written)

$1,200.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: R.K. Contractors Randy Bowers
(Company-Contractor)
By: _____
(President's Signature)
Randy Bowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St Lucie County, Florida on the 19th day of February, 2025.

Notary Public: _____ (affix seal) My Commission Expires: 03/15/2027

END OF SECTION

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that R.K. Contractors, Inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

2/19/25
Date

END OF SECTION

EXHIBIT "D"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

BID NO. 2025-008
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

EXHIBIT "D"
SECTION 018

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-008

PROJECT TITLE: LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: R.K. Contractors, Inc

Corporate Title: R.K. Contractors, Inc

Address: 1720 Copenhaver Road., Ft. Pierce, FL 34945

(Zip Code)

By: Devin Wheaton (Print name) Vice President (Print title)

(Authorized Signature)

Telephone: (772) 201-5426

Fax: ( )

State License # CUC056834 **(ATTACH COPY)**

County License # 24-00032768 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Underground Utility Contractor

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

EXHIBIT "D"
SECTION 019

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

BID NO. 2025-008

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
ALDI Ft Pierce #37 5553 Okeechobee Road Ft. Pierce, FL	ALDI Underground Utilities	Tim Glazer, Project Manager	513-223-4244
Palm City Elementary School Board Of Martin County	Palm City Elementary Underground Utilities	RJ Buchmeyer	772-370-9144
Hooks Construction 2211 S Kanner Hwy Stuart, FL 34994	Multiple Projects	Steve Hooks	772-419-8828
Trinity Church Ft. Pierce, FL	Trinity Classrooms Underground Utilities	Todd Wickard	772-203-5929

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT:	**LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS**
Bid No.:	2025-008
Project Description:	**Construction of a sanitary sewer collection system to service an existing development identified as Little Jim Bait and Tackle having an address of 601 N. Causeway Drive, Fort Pierce, Florida. Proposed improvements include a private grinder lift station (complete), 230 LF of 6" & 8" sanitary sewer service, 640 LF of 2" forcemain via directional bore, and a 1" water service.**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: R.K. Contractors, Inc

Authorized Signature:

Title: Vice President

Date: 2/19/25

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

Exhibit E

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	Contract Documents (Terms Defined)	89
2	The City Engineer	94
3	City	95
4	Contractors	96
5	Subcontractors	101
6	Work by City	101
7	Miscellaneous Provisions	103
8	Time	105
9	Payments and Completion	106
10	Protection of Persons and Property	110
11	Insurance	112
12	Changes in Work	112
13	Uncovering Weather and Other Conditions	113
14	Termination of the Contract	115
15	Unfavorable Weather and Other Conditions	116
16	Engineering and Field Inspections Due to Overtime Work and Unavoidable Delays	116
17	Before Starting Construction	117
18	Precedence of Contract Documents	117
19	Measurement and Payment	118
20	Estimated Quantities	119
21	Coordination	119
22	Field Engineering	120
23	"Deleted"	120
24	Preconstruction Conference	120
25	Progress Meetings	121
26	Contract Closeout	121

SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Bid Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is:(1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the City Engineer of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition,

deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the City Engineer to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The City of Fort Pierce: The Owner.

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used materials; Swatches showing color,

texture, and pattern, color range sets, or units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word "approved," "reviewed," "acceptable," "satisfactory," "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the action required, reference, or determination rests solely with the City Engineer or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words "as shown" or "as indicated" or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word "provide" is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word "Product" is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term "Project Manual" as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the

City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the CONTRACTOR'S failure to carry out the Work in accordance with the Contract Documents. The City Engineer or designee will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The City Engineer or designee

shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the City or its authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1 and elsewhere in the Contract and Contract Documents, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Contract Articles 8,10, 14, 15, 16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance

with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with the Contract and Sections 8, 14, 15, and 16, and as noted in the Agreement and Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether

temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the City Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the City Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City Engineer in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the City Engineer with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten (10) days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the City Engineer by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to City Engineer for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as City Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give City Engineer specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the City Engineer and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by City Engineer on previous submittals.

4.12.6 City Engineer's review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by City Engineer relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for

having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required by the Specifications, any related Work performed prior to City Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the City Engineer.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless

from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to City Engineer.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Contract, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall comply with the Contract, to include Article 12 and the Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the

Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 PERFORMANCE AND PAYMENT BOND

7.5.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary

Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.5.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the City, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents,

the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the City Engineer.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the City Engineer when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the City Engineer, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such

reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Agreement or Contract Documents.

SECTION 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project's Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (10) days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the City Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the City Engineer's observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the City Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the City Engineer has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The City Engineer may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the City Engineer is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

6. Reasonable evidence that the Work will not be completed within the Contract Time; or

7. Persistent failure to carry out the Work in accordance with the Contract

Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 "ELIMINATED"

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the City Engineer will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub- subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-

subcontractors, material men, and laborers; or

2. Faulty or defective Work appearing after Substantial Completion; or

3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the City Engineer and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Paragraph 10.2, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or City Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under the Agreement and the Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the City Engineer.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 - INSURANCE

(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the City Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By unit prices stated in the Contract Documents or subsequently agreed upon;

3. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character

provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City Engineer written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the City Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to: (1) any written interpretation pursuant to Subparagraph 2.3; (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4; or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The City Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the City Engineer has not specifically requested or required to observe prior to being covered, the

City Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the City Engineer as defective or as failing to conform to the Contract Documents whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the City Engineer or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the City Engineer, the City may remove it and replace the materials or equipment at the expense of the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The

establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the City Engineer has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the City Engineer, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the City Engineer that sufficient cause exists to justify

such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the City Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the City Engineer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 - UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the City Engineer, the Contractor shall be able to overcome them.

SECTION 16 - ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 - BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City Engineer for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The City Engineer may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as City Engineer directs, to attend the conference.

SECTION 18 - PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 - MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Unit Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the City Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined for actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

SECTION 21- COORDINATION

21.1 Contractor shall: (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements; (2) coordinate completion

and clean-up of Work of separate sections of specifications in preparation for Substantial Completion; and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.)

24.3 Agenda:

1. Execution of City-Contractor Agreement;
2. Submission of executed bonds and insurance certificates;
3. Distribution of Contract Documents;
4. Submission of list of Subcontractors, and progress schedule;
5. Designation of personnel representing the parties in Contract, and the City Engineer;
6. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7. Scheduling;
8. Scheduling activities of Testing Laboratory.

SECTION 25 - PROGRESS MEETINGS

25.1 City Engineer or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within 3 days to participants and those affected by decisions made.

25.3 Agenda:

1. Review minutes of previous meetings;
2. Review of Work progress;
3. Field observations, problems, and decisions;
4. Identification of problems which impede planned progress;
5. Review of submittals schedule and status of submittals;
6. Review of off-site fabrication and delivery schedules;
7. Maintenance of progress schedule;
8. Corrective measures to regain projected schedules;
9. Planned progress during succeeding work period;
10. Coordinate of projected progress;
11. Maintenance of quality and work standards;
12. Effect of proposed changes on progress schedule and coordination;
13. Other business relating to Work.

SECTION 26 - CONTRACT CLOSEOUT

26.1 DESCRIPTION
Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Engineer the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;
2. Warranties and Bonds;
3. Evidence of Payment and Release of Liens;
4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.
8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: GELENCIA CARTER, MANAGER, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: CONTRACT REVIEW FOR LITTLE JIM CAMP SANITARY IMPROVEMENTS, BID NO. 2025-008

CAO RLS FILE: 25-120

DATE: MAY 22, 2025

I have reviewed the above request for legal services as to the Little Jim Camp sanitary improvements contract with R.K. Contractors, Inc. Please note the following changes for your review and follow up:

1. On page 4 of the contract, the number of days allotted for substantial and final completion did not match the written numbers. I corrected this, but please check to be sure the numbers included are the desired timeline.

2. The E-Verify language has been changed to reflect the most recent version circulated in the City's contracts. Please use this in all future contracts.

3. Public Records requirements were added to the end of the contract. Please use this in all future contract.

4. Section 9(F) is blank. As this Office has explained before, this should be filled in prior to being sent to our Office for review.

5. Exhibit D does not contain the Contractor's submitted documents. It contains the blank documents. As also explained by this Office before, you must include the Contractor's submitted documents in Exhibit D. These must be replaced prior to placing this item on a City Commission agenda.

A redlined and clean copy of the contract have been uploaded. After you correct points 4 and 5 above in the clean copy, it is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Regular Meeting **Agenda Item # 11.b.**

Meeting Date: 04/07/2025

Re: Request Award of Indian Little Jim Camp Sanitary Improvements Construction Contract to R.K. Contractors, Inc. - Bid No. 2025-008

Submitted For: John Andrews, Deputy City Manager - City Engineer, Engineering

---

SUBJECT:
Approval of award of the Little Jim Camp Sanitary Improvements to the low bidder, R.K. Contractors, Inc., in an amount not to exceed $390,648.22.

SUMMARY:
This project proposes connecting the Little Jim Fish Camp sanitary sewer effluent discharge to the St. Lucie County Utilities public low pressure sewer system located at the Stan Blum Memorial Boat Launch Facility. The proposed improvements include construction of a private lift station complete with an 8" gravity sewer service connection to the existing Little Jim restaurant and bathroom facilities located on site, 640 LF of a 2" directional bore under the Indian River Lagoon, with a final connection to the existing 2" low pressure force main servicing the facilities at the Stan Blum Memorial Boat Launch Facility. The current sanitary sewer treatment facilities servicing the Little Jim property consist of an on-site sewage disposal system which is failing and insufficient to handle the current flow and there are concerns that contamination is possible to the Indian River Lagoon Estuary due to the proximity of the site.

RECOMMENDATION:
Staff recommends approval.

ALTERNATIVES:
Deny and readvertise for bids.

RESPONSIBLE STAFF:
Engineering

COORDINATED WITH:
St. Lucie County Utilities

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 24/25
Account: 0016000-563200
Amount: $390,648.22
FISCAL IMPACT:
Funding of the $390, 648.22 shall be encumbered by General Fund Other Improvements, Account No. 0016000-563200.

Attachments

Plans
R.K. Bid
Bid Tabulation Memo
Recommendation for Award

Purchasing Concurrence

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/25/2025 01:37 PM
City Manager	Devoshay Johnson	03/25/2025 03:46 PM
Form Started By: Tracy Telle		Started On: 03/14/2025 12:44 PM
Final Approval Date: 03/25/2025		

City Commission Day Meeting & Budget Workshop 9:00 AM **8. A.**

Meeting Date: 07/14/2025

Re: Approval of Resolution - City of Fort Pierce and Florida Department of Environmental Protection (FDEP) for Wastewater Resilience and Adaptation - Phase II - For Execution

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Resolution 25-R52 approving the Grant Agreement 25SRP28 between the City of Fort Pierce and Florida Department of Environmental Protection for the Wastewater Resilience and Adaptation - Phase II project in the amount of $28,061,358.00 for the grant term of July 1, 2024, through June 30, 2027.

SUMMARY:

This grant was applied for by the Fort Pierce Utilities Authority (FPUA) under the City of Fort Pierce, for the City of Fort Pierce Wastewater Resilience and Adaptation – Phase II project. The resolution must be approved by the City Commission prior to the assignment of the agreement by the City of Fort Pierce to Fort Pierce Utilities Authority (FPUA)

RECOMMENDATION:

Approval of resolution by the City of Fort Pierce for the assignment of the Wastewater Resilience and Adaptation - Phase II project to Fort Pierce Utilities Authority (FPUA).

ALTERNATIVES:

Staff shall proceed as directed by commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Division Manager, City of Fort Pierce
Rachel Tennant, Public Affairs and Sustainability Director, Fort Pierce Utilities Authority

COORDINATED WITH:

The Grants Division will collaborate with FPUA regarding the administration of this grant and its associated responsibilities. Given that the City is the official grant recipient and remains accountable for compliance, the Grants Division will coordinate with FPUA to monitor progress and ensure all grant obligations are met.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024-2027

Amount: 28,061,358.00

OTHER INFORMATION:

The Fort Pierce Utilities Authority will collaborate with the City of Fort Pierce - Grants Division in the administration of the agreement for the Fort Pierce Wastewater Resilience and Adaptation - Phase II project.

Attachments

25SRP28 Resolution - Grant Agreement for Execution

25SRP28 Consent to Assignment of Grant

25SRP28 Grant Agreement for Execution

CAO Memo - City of Fort Pierce Wastewater Resilience and Adaptation - Phase II For Execution

CAO Memo - City of Fort Pierce Wastewater Resilience and Adaptation - Phase II For Execution and Florida Department of Environmental Protection (FDEP)

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/08/2025 08:34 PM
City Manager	Richard Chess	07/09/2025 08:09 AM
Form Started By: Donnella Clarke		Started On: 06/05/2025 08:37 AM
Final Approval Date: 07/09/2025		

RESOLUTION NO. 25-R52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **AUTHORIZING THE EXECUTION OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD GRANT AGREEMENT FOR THE WASTEWATER RESILIENCE AND ADAPTATION – PHASE II PROJECT ;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH**;** AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection ("FDEP") through the Resilient Florida Grant Program offers grants to municipalities for resilience activities, authorized under Florida Statute § 380.093; and

WHEREAS, in 2023, the City of Fort Pierce ("City"), in partnership with and for the benefit of the Fort Pierce Utilities Authority ("FPUA"), applied for and was awarded funding under FDEP's Resilient Florida Grant Program ("Grant"); and

WHEREAS, in 2023, the City Commission approved the Grant agreement with the FDEP and the assignment of said Grant to the FPUA; and

WHEREAS, the FPUA applied the Grant funds to the relocation of the sewer treatment plant and related resilience projects ("Projects"); and

WHEREAS, in 2024, the City, in partnership with and for the benefit of the FPUA, applied for and was awarded another Grant through the FDEP's Resilient Florida Grant Program, to be applied to the FPUA's continuing resilience Projects; and

WHEREAS, the City desires to accept this Grant, for the use and benefit of the FPUA, by entering the Standard Grant Agreement for the Wastewater Resilience and Adaptation – Phase II Project, No. 25SRP28;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida**:**

SECTION 1. The City Commission does hereby authorize the execution of the Standard Grant Agreement for the Wastewater Resilience and Adaptation – Phase II Project, between the City of Fort Pierce and the Florida Department of Environmental Protection, attached and incorporated by reference as Exhibit "1".

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon final adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this ___day of _____, 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form And Correctness:

_____
Sara Hedges, City Attorney

CONSENT TO ASSIGNMENT OF GRANT AGREEMENT

This Consent to Assignment of Grant Agreement ("Consent"), is made as of the date of execution of this Consent ("Effective Date"), by the Florida Department of Environmental Protection ("Department" or "DEP"), in favor of the City of Fort Pierce, a Florida municipal corporation ("Grantee" or "Assignor"), and the Fort Pierce Utilities Authority a separate and autonomous unit of the City of Fort Pierce's Government ("Assignee") for the City of Fort Pierce Wastewater Resilience and Adaptation - Phase II ("Project"), to the extent the Project is funded by DEP's Resilient Florida Grant Program.

WHEREAS, DEP has a Grant Agreement, No. 25SRP28 ("Grant Agreement"), with Grantee/Assignor for the purpose of completing the Project; and

WHEREAS, the Assignee is operating as a separate and autonomous unit of the City of Fort Pierce's Government created by the citizens of Fort Pierce via referendum vote for the purposes of providing customers with economical, reliable, and friendly services in a continuous effort to enhance the quality of life in their community; and

WHEREAS, Assignee will perform and complete the work and services required in the Grant Agreement for the Project; and

WHEREAS, Section 38 ("Assignment") in Attachment 1 ("Standard Terms and Conditions Applicable to Grant Agreements") to the Grant Agreement provides in part that, "[t]he 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 the Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability"; and

WHEREAS, as required by the Grant Agreement, DEP hereby consents and does not object to the assignment of the rights, duties and obligations under the Grant Agreement to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEP hereby agrees in favor of Assignor and Assignee as follows:

1. As of the Effective Date, DEP hereby consents to and approves the assignment of performance of all rights, duties and obligations under the Grant Agreement from Assignor to Assignee; and

2. Upon Assignee's assumption of the assigned Grant Agreement pursuant to this Consent, as of the Effective Date, DEP hereby acknowledges and agrees that Assignee shall be responsible for Assignor's rights, duties and obligations and full performance of the Project tasks as listed in the Grant Agreement. However, as Grantee to Grant Agreement No. 25SRP28, Assignor will retain secondary liability for Assignee's performance. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties and obligations and full performance of the Project pursuant to the Grant Agreement.

3. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties, and obligations and full performance of the Project pursuant to the Grant's Agreement No. 25SRP28.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Consent shall be effective on the Effective Date indicated above or the last date signed below, whichever is later.

City of Fort Pierce:

Grantee or Assignor:

_____ _____

Linda Hudson, Mayor Date Signed

Attest: _____
Linda Cox, City Clerk

Approved as to Form and Legal Sufficiency
for the Use and Benefit of City of Fort Pierce only:

_____
Grantee's Attorney

Fort Pierce Utilities Authority:

Assignee:

_____ _____

Frank Fee, Chair Date Signed

Attest: _____
Barbara Bennett, Board Secretary

Approved as to Form and Legal Sufficiency
for the Use and Benefit of Fort Pierce Utilities Authority only:

_____
Assignee's Attorney

State of Florida Department of Environmental Protection DEP or Department:

_____ _____

Alex Reed, Director, Office of Resilience and Coastal Protection Date Signed

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

Agreement Number: 25SRP28

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

Grantee Name: City of Fort Pierce

Entity Type: Local Government

Grantee Address: 100 North US Highway 1, Fort Pierce, Florida 34950

FEID: 59-6000322 (Grantee)

3. Agreement Begin Date: 7/1/2024

Date of Expiration: 6/30/2027

4. Project Number: *(If different from Agreement Number)*

Project Location(s): St. Lucie County, Florida

Project Description: The project will include the design and construction of 71,025 linear feet of sanitary sewer force main, a new lift station and two new booster pump stations. The project will also include seagrass restoration and monitoring.

5. Total Amount of Funding: $28,061,358.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 GAA Line Item #1853	$ 28,061,358.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☑ Grantee Match		$ 28,061,359.00
	Total Amount of Funding + Grantee Match, if any:	$ 56,122,717.00

6. Department's Grant Manager

Name: Andrea Pelton or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-2186

Email: Andrea.Pelton@FloridaDEP.gov

Grantee's Grant Manager

Name: Rachel Tennant or successor

Address: Fort Pierce Utilities Authority
206 South 6th Street
Fort Pierce, Florida 34950

Phone: 772-466-1600x3012

Email: rtennant@fpua.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 J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, & Exhibit H: Contractual Services Certification

☐	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

City of Fort Pierce

Grantee Name

By

(*Authorized Signature)* Date Signed

Linda Hudson, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

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; and/or
   (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.
   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 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 subgrantees 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 Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

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 of Contractor.

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 of the Contractor.

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 Contractor's website, if Contractor 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 Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts 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 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 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 is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed

-

price subcontracted activities shall be supported with a copy of the subcontractor'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. The Grantee may request approval from Department to award a fixed-price subcontract 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. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

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. 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, 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.

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 Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees 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 sub-grantees 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. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors 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 purchases 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, or subcontractors 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, or subcontractors; 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.

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 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 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 issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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, Grantee shall similarly require each subcontractor 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 sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees 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.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, 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, 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. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. 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 at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted 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, 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 and Agents.

All Grantee employees, subcontractors, 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, 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 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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25SRP28

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 City of Fort Pierce Wastewater Resilience and Adaptation - Phase II. 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 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 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:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	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
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $28,061,359 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

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

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed 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 Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee. If the Grantee is a governmental entity that maintains general liability self-insurance, the Board of Trustees of the Internal Improvement Trust Fund need not be listed as an additional insured to such policy

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

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25SRP28

ATTACHMENT 3

PROJECT TITLE: City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

PROJECT LOCATION: The Project is located in the City of Ft. Pierce and the Ft. Pierce Utilities Authority Service Area within St. Lucie County, Florida.

PROJECT DESCRIPTION:
The City of Ft. Pierce (Grantee) will conduct the City of Fort Pierce Wastewater Resilience and Adaptation - Phase II (Project) to include the design and construction of 71,025 linear feet of force main installation, rehabilitating 9,200 linear feet of force main for expanded flows, constructing one new lift station and two new booster pump stations, upgrading the existing lift stations and decommissioning the existing wastewater treatment plant. This will reduce storm event flooding and pollution issues, especially at overwhelmed lift stations. The Project will also include 2.47 acres of seagrass restoration and upgrades to existing facilities to mitigate flooding impacts.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (floridadep-slip.org) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Design and Permitting

Description: The Grantee will complete the engineering and design of 71,025 linear feet of force main installation, rehabilitating 9,200 linear feet of force main for expanded flows, constructing one new lift station and two new booster pump stations, upgrading the existing lift stations and decommissioning the existing wastewater treatment plant and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and

development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **2.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **2.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project prior to construction. This should include any permits listed in the original project application and
- **2.3:** Project administration and management report(s) signed by the Grantee's Grant Manager. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities;
    - Proposed project scopes of work; and
    - Meeting minutes with design professionals and construction contractors, as applicable.

Task 3: Construction

Description: The Grantee will construct 71,025 linear feet of force main installation, rehabilitating 9,200 linear feet of force main for expanded flows, constructing one new lift station and two new booster pump stations, upgrading the existing lift stations and decommissioning the existing wastewater treatment plant in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** A copy of the record (as-built) drawings;
- **3.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and
- **3.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.4:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

Task 4: Seagrass Restoration & Monitoring

Description: The Grantee will restore 2.47 acres of seagrass and obtain all necessary permits, photos, and reports, including monitoring of the seagrass restoration project in accordance with DEP QA Rule, Chapter 62-160, F.A.C. Additional information can be found at the Florida DEP website.

Deliverable: The Grantee will provide the following:

- **4.1:** A final report of seagrass restoration and monitoring activities including at a minimum:
    - a) Monitoring data in tabular form (including csv or excel format) showing the parameters measured, measurement values, units for each measurement, and any qualifiers associated with the data;
    - b) Results of any field surveys performed;
    - c) Interpretation of data collected including graphical analysis as applicable;
    - d) Copies of field notes; and
    - e) Documentation showing permit compliance with appropriate permitting agency for any permit-required activities covered in the DEP Quality Assurance Project Plan or documentation showing the methodology and description of procedures followed for any sampling or data collection not required by permit or covered in the DEP Quality Assurance Project Plan.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager

for all reporting

periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	$0	$0	$0	7/1/2024	Before Commencing Construction
2	Design & Permitting	Contractual Services	$0	$4,152,104	$4,152,104	7/1/2024	3/31/2027
3	Construction	Contractual Services	$28,061,358	$23,817,513	$51,878,871	7/1/2024	3/31/2027
4	Seagrass Restoration & Monitoring	Contractual Services	$0	$91,742	$91,742	7/1/2024	3/31/2027
		Total:	**$**28,061,358	**$**28,061,359	**$**56,122,717		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), 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 http://www.fldfs.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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), 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 Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor 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
Original Award	Florida Department of Environmental Protection	24.25	37.098	Resilient Florida Programs	$28,061,358.00	140065
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	$28,061,358.00	

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/state_project_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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 25SRP28

CITY OF FORT PIERCE WASTEWATER RESILIENCE AND ADAPTATION - PHASE II

City of Fort Pierce

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25SRP28

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _(_____)_____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25SRP28

Project Title: City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

Grantee: City of Fort Pierce

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11*;* and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum **Florida Department of Environmental Protection**

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ **No** ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

_____ _____
DEP Grant Manager Printed Name Advanced Funds Recipient Printed Name

_____ _____
DEP Grant Manager Signature Date Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465,*** in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Donnella Clarke, Grants Administration Manager, Community and Economic Dev, Grants Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Consent to Assignment of Grant - City of Fort Pierce Wastewater Resilience and Adaptation - Phase II - For Execution

CAO RLS FILE: 25-147

DATE: May 29, 2025

I have reviewed the above request for legal services regarding the FDEP Grant and Consent to Assign for the wastewater resilience and adaptation. Both forms appear to be stock PDF forms provided by the State Department of Environmental Protection. The forms labeled "Standard Grant Agreement" and "Consent to Assignment of Grant Agreement" have previously been reviewed by this Office. The forms are approved as to form and correctness.

Please be aware of the following provisions:

- The Grantee Manager in the Standard Grant Agreement is listed as an FPUA contact rather than a contact with the City. If it is the intention of the City Grant's Department to be the contact between the FDEP and the FPUA, then a City employee should be listed instead.
- The assignment includes a provision that the City is secondarily liable for FPUA's performance. While this is a reimbursement agreement, there are provisions of the agreement requiring the FPUA to report to the FDEP that would also fall upon the City in the event the FPUA did not comply with those provisions.

To effectuate these agreements, a Resolution must be drafted and presented to the Commission for the Standard Grant Agreement first. Once the grant agreement is approved, then a separate Resolution for the Consent to Assign must be presented to the Commission.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Donnella Clarke, Grants Administration Manager, Community and Economic Dev, Grants Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Consent Approval to Assignment of Grant - City of Fort Pierce Wastewater Resilience and Adaptation - Phase II - For Execution

CAO RLS FILE: 25-177

DATE: July 2, 2025

I have reviewed the above request for legal services regarding the consent approval to assignment of the FDEP Grant for the wastewater resilience and adaptation – phase II project. As noted in the memo from this Office in RLS 25-147, the City Commission must first approve the grant agreement with the FDEP, then separately approve the assignment to the FPUA. Thus, I have augmented the resolution provided to two separate resolutions – one for the agreement between the City and the FDEP, and the other for the assignment to the FPUA. These resolutions are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Day Meeting & Budget Workshop 9:00 AM **8. B.**

Meeting Date: 07/14/2025

Re: Assignment - City of Fort Pierce for Wastewater Resilience and Adaptation - Phase II - For Execution

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Resolution 25-R53 approving the assignment of Grant Agreement 25SRP28 City of Fort Pierce for the Wastewater Resilience and Adaptation Phase II project to the Fort Pierce Utilities Authority.

SUMMARY:

This grant was applied for by the Fort Pierce Utilities Authority (FPUA) under the City of Fort Pierce, for the City of Fort Pierce Wastewater Resilience and Adaptation – Phase II project.

RECOMMENDATION:

Approval of grant agreement 25SRP28 by the City of Fort Pierce for the assignment of the Wastewater Resilience and Adaptation - Phase II project to Fort Pierce Utilities Authority (FPUA).

ALTERNATIVES:

Staff shall proceed as directed by commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Division Manager, City of Fort Pierce
Rachel Tennant, Public Affairs and Sustainability Director, Fort Pierce Utilities Authority

COORDINATED WITH:

The Grants Division will collaborate with FPUA regarding the administration of this grant and its associated responsibilities. Given that the City is the official grant recipient and remains accountable for compliance, the Grants Division will coordinate with FPUA to monitor progress and ensure all grant obligations are met.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024-2027

Amount: 28,061,358.00

OTHER INFORMATION:

The Fort Pierce Utilities Authority will collaborate with the City of Fort Pierce - Grants Division in the administration of the agreement for the Fort Pierce Wastewater Resilience and Adaptation - Phase II project.

Attachments

25SRP28 Grant Agreement for Execution
25SRP28 Consent to Assignment of Grant
25SRP28 Consent to Assignment of Grant

CAO Memo - City of Fort Pierce Wastewater Resilience and Adaptation - Phase II For Execution

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/08/2025 08:33 PM
City Manager	Richard Chess	07/09/2025 08:09 AM
Form Started By: Donnella Clarke		Started On: 07/07/2025 08:43 PM
Final Approval Date: 07/09/2025		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

Agreement Number: 25SRP28

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

Grantee Name: City of Fort Pierce

Entity Type: Local Government

Grantee Address: 100 North US Highway 1, Fort Pierce, Florida 34950

FEID: 59-6000322 (Grantee)

3. Agreement Begin Date: 7/1/2024

Date of Expiration: 6/30/2027

4. Project Number: *(If different from Agreement Number)*

Project Location(s): St. Lucie County, Florida

Project Description: The project will include the design and construction of 71,025 linear feet of sanitary sewer force main, a new lift station and two new booster pump stations. The project will also include seagrass restoration and monitoring.

5. Total Amount of Funding: $28,061,358.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 GAA Line Item #1853	$ 28,061,358.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☑ Grantee Match		$ 28,061,359.00
	Total Amount of Funding + Grantee Match, if any:	$ 56,122,717.00

6. Department's Grant Manager

Name: Andrea Pelton or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-2186

Email: Andrea.Pelton@FloridaDEP.gov

Grantee's Grant Manager

Name: Rachel Tennant or successor

Address: Fort Pierce Utilities Authority
206 South 6th Street
Fort Pierce, Florida 34950

Phone: 772-466-1600x3012

Email: rtennant@fpua.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 J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, & Exhibit H: Contractual Services Certification

☐	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

City of Fort Pierce

Grantee Name

By

(*Authorized Signature)* Date Signed

Linda Hudson, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

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; and/or
   (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.
   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 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 subgrantees 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 Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

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 of Contractor.

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 of the Contractor.

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 Contractor's website, if Contractor 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 Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts 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 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 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 is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed

-

price subcontracted activities shall be supported with a copy of the subcontractor'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. The Grantee may request approval from Department to award a fixed-price subcontract 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. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

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. 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, 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.

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 Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees 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 sub-grantees 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. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors 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 purchases 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, or subcontractors 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, or subcontractors; 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.

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 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 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 issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

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, Grantee shall similarly require each subcontractor 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 sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees 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.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, 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, 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. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. 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 at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted 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, 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 and Agents.

All Grantee employees, subcontractors, 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, 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 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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25SRP28

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 City of Fort Pierce Wastewater Resilience and Adaptation - Phase II. 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 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 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:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	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
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $28,061,359 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

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

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed 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 Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee. If the Grantee is a governmental entity that maintains general liability self-insurance, the Board of Trustees of the Internal Improvement Trust Fund need not be listed as an additional insured to such policy

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

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25SRP28

ATTACHMENT 3

PROJECT TITLE: City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

PROJECT LOCATION: The Project is located in the City of Ft. Pierce and the Ft. Pierce Utilities Authority Service Area within St. Lucie County, Florida.

PROJECT DESCRIPTION:
The City of Ft. Pierce (Grantee) will conduct the City of Fort Pierce Wastewater Resilience and Adaptation - Phase II (Project) to include the design and construction of 71,025 linear feet of force main installation, rehabilitating 9,200 linear feet of force main for expanded flows, constructing one new lift station and two new booster pump stations, upgrading the existing lift stations and decommissioning the existing wastewater treatment plant. This will reduce storm event flooding and pollution issues, especially at overwhelmed lift stations. The Project will also include 2.47 acres of seagrass restoration and upgrades to existing facilities to mitigate flooding impacts.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (floridadep-slip.org) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Design and Permitting

Description: The Grantee will complete the engineering and design of 71,025 linear feet of force main installation, rehabilitating 9,200 linear feet of force main for expanded flows, constructing one new lift station and two new booster pump stations, upgrading the existing lift stations and decommissioning the existing wastewater treatment plant and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit all work products to the appropriate local, state, and federal regulatory agencies. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and

development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **2.1:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design;
- **2.2:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project prior to construction. This should include any permits listed in the original project application and
- **2.3:** Project administration and management report(s) signed by the Grantee's Grant Manager. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities;
    - Proposed project scopes of work; and
    - Meeting minutes with design professionals and construction contractors, as applicable.

Task 3: Construction

Description: The Grantee will construct 71,025 linear feet of force main installation, rehabilitating 9,200 linear feet of force main for expanded flows, constructing one new lift station and two new booster pump stations, upgrading the existing lift stations and decommissioning the existing wastewater treatment plant in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** A copy of the record (as-built) drawings;
- **3.2:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and
- **3.3:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.4:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

Task 4: Seagrass Restoration & Monitoring

Description: The Grantee will restore 2.47 acres of seagrass and obtain all necessary permits, photos, and reports, including monitoring of the seagrass restoration project in accordance with DEP QA Rule, Chapter 62-160, F.A.C. Additional information can be found at the Florida DEP website.

Deliverable: The Grantee will provide the following:

- **4.1:** A final report of seagrass restoration and monitoring activities including at a minimum:
    - a) Monitoring data in tabular form (including csv or excel format) showing the parameters measured, measurement values, units for each measurement, and any qualifiers associated with the data;
    - b) Results of any field surveys performed;
    - c) Interpretation of data collected including graphical analysis as applicable;
    - d) Copies of field notes; and
    - e) Documentation showing permit compliance with appropriate permitting agency for any permit-required activities covered in the DEP Quality Assurance Project Plan or documentation showing the methodology and description of procedures followed for any sampling or data collection not required by permit or covered in the DEP Quality Assurance Project Plan.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager

for all reporting

periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	$0	$0	$0	7/1/2024	Before Commencing Construction
2	Design & Permitting	Contractual Services	$0	$4,152,104	$4,152,104	7/1/2024	3/31/2027
3	Construction	Contractual Services	$28,061,358	$23,817,513	$51,878,871	7/1/2024	3/31/2027
4	Seagrass Restoration & Monitoring	Contractual Services	$0	$91,742	$91,742	7/1/2024	3/31/2027
		Total:	**$**28,061,358	**$**28,061,359	**$**56,122,717		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), 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 http://www.fldfs.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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), 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 Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor 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
Original Award	Florida Department of Environmental Protection	24.25	37.098	Resilient Florida Programs	$28,061,358.00	140065
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	$28,061,358.00	

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/state_project_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.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 25SRP28

CITY OF FORT PIERCE WASTEWATER RESILIENCE AND ADAPTATION - PHASE II

City of Fort Pierce

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25SRP28

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _(_____)_____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25SRP28

Project Title: City of Fort Pierce Wastewater Resilience and Adaptation - Phase II

Grantee: City of Fort Pierce

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11*;* and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum **Florida Department of Environmental Protection**

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ **No** ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

_____ _____
DEP Grant Manager Printed Name Advanced Funds Recipient Printed Name

_____ _____
DEP Grant Manager Signature Date Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465,*** in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

CONSENT TO ASSIGNMENT OF GRANT AGREEMENT

This Consent to Assignment of Grant Agreement ("Consent"), is made as of the date of execution of this Consent ("Effective Date"), by the Florida Department of Environmental Protection ("Department" or "DEP"), in favor of the City of Fort Pierce, a Florida municipal corporation ("Grantee" or "Assignor"), and the Fort Pierce Utilities Authority a separate and autonomous unit of the City of Fort Pierce's Government ("Assignee") for the City of Fort Pierce Wastewater Resilience and Adaptation - Phase II ("Project"), to the extent the Project is funded by DEP's Resilient Florida Grant Program.

WHEREAS, DEP has a Grant Agreement, No. 25SRP28 ("Grant Agreement"), with Grantee/Assignor for the purpose of completing the Project; and

WHEREAS, the Assignee is operating as a separate and autonomous unit of the City of Fort Pierce's Government created by the citizens of Fort Pierce via referendum vote for the purposes of providing customers with economical, reliable, and friendly services in a continuous effort to enhance the quality of life in their community; and

WHEREAS, Assignee will perform and complete the work and services required in the Grant Agreement for the Project; and

WHEREAS, Section 38 ("Assignment") in Attachment 1 ("Standard Terms and Conditions Applicable to Grant Agreements") to the Grant Agreement provides in part that, "[t]he 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 the Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability"; and

WHEREAS, as required by the Grant Agreement, DEP hereby consents and does not object to the assignment of the rights, duties and obligations under the Grant Agreement to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEP hereby agrees in favor of Assignor and Assignee as follows:

1. As of the Effective Date, DEP hereby consents to and approves the assignment of performance of all rights, duties and obligations under the Grant Agreement from Assignor to Assignee; and

2. Upon Assignee's assumption of the assigned Grant Agreement pursuant to this Consent, as of the Effective Date, DEP hereby acknowledges and agrees that Assignee shall be responsible for Assignor's rights, duties and obligations and full performance of the Project tasks as listed in the Grant Agreement. However, as Grantee to Grant Agreement No. 25SRP28, Assignor will retain secondary liability for Assignee's performance. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties and obligations and full performance of the Project pursuant to the Grant Agreement.

3. By executing this Consent, Assignee hereby agrees to and assumes all rights, duties, and obligations and full performance of the Project pursuant to the Grant's Agreement No. 25SRP28.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Consent shall be effective on the Effective Date indicated above or the last date signed below, whichever is later.

City of Fort Pierce:

Grantee or Assignor:

_____ _____

Linda Hudson, Mayor Date Signed

Attest: _____
Linda Cox, City Clerk

Approved as to Form and Legal Sufficiency
for the Use and Benefit of City of Fort Pierce only:

_____
Grantee's Attorney

Fort Pierce Utilities Authority:

Assignee:

_____ _____

Frank Fee, Chair Date Signed

Attest: _____
Barbara Bennett, Board Secretary

Approved as to Form and Legal Sufficiency
for the Use and Benefit of Fort Pierce Utilities Authority only:

_____
Assignee's Attorney

State of Florida Department of Environmental Protection DEP or Department:

_____ _____

Alex Reed, Director, Office of Resilience and Coastal Protection Date Signed

RESOLUTION NO. 25-R53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **AUTHORIZING THE ASSIGNMENT OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD GRANT AGREEMENT FOR THE WASTEWATER RESILIENCE AND ADAPTATION – PHASE II PROJECT TO THE FORT PIERCE UTILITIES AUTHORITY;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH**;** AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection ("FDEP") through the Resilient Florida Grant Program offers grants to municipalities for resilience activities, authorized under Florida Statute § 380.093; and

WHEREAS, in 2023, the City of Fort Pierce ("City"), in partnership with and for the benefit of the Fort Pierce Utilities Authority ("FPUA"), applied for and was awarded funding under FDEP's Resilient Florida Grant Program ("Grant"); and

WHEREAS, in 2023, the City Commission approved the Grant agreement with the FDEP and the assignment of said Grant to the FPUA; and

WHEREAS, the FPUA applied the Grant funds to the relocation of the sewer treatment plant and related resilience projects ("Projects"); and

WHEREAS, in 2024, the City, in partnership with and for the benefit of the FPUA, applied for and was awarded another Grant through the FDEP's Resilient Florida Grant Program, to be applied to the FPUA's continuing resilience Projects; and

WHEREAS, the City Commission authorized the City to enter the Grant Agreement, No. 25SRP28, in regards to the Wastewater Resilience and Adaptation – Phase II Project on _____(date)_____; and

WHEREAS, the City now seeks to assign the Grant to the FPUA; and

WHEREAS, the FPUA, as assignee, will perform and complete the work and services required by the Grant Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida**:**

SECTION 1. The City Commission does hereby authorize the assignment of the Grant to the FPUA, through the execution of the Consent to Assignment of Grant Agreement, attached and incorporated by reference as Exhibit "1".

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon final adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this ____day of _____, 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to
Form And
Correctness:

_____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Donnella Clarke, Grants Administration Manager, Community and Economic Dev, Grants Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Consent Approval to Assignment of Grant - City of Fort Pierce Wastewater Resilience and Adaptation - Phase II - For Execution

CAO RLS FILE: 25-177

DATE: July 2, 2025

I have reviewed the above request for legal services regarding the consent approval to assignment of the FDEP Grant for the wastewater resilience and adaptation – phase II project. As noted in the memo from this Office in RLS 25-147, the City Commission must first approve the grant agreement with the FDEP, then separately approve the assignment to the FPUA. Thus, I have augmented the resolution provided to two separate resolutions – one for the agreement between the City and the FDEP, and the other for the assignment to the FPUA. These resolutions are approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

City Commission Day Meeting & Budget Workshop 9:00 AM

9. A.

Meeting Date: 07/14/2025

Re:

SUBJECT:

Annual performance evaluation - Linda Cox, City Clerk

Attachments

Cox Employment Contract

Memorandum

Form Review

Form Started By: Linda Cox Started On: 06/09/2025 10:14 AM

Final Approval Date: 06/09/2025

CITY OF FORT PIERCE, FLORIDA

LINDA W. COX

CITY CLERK

AMENDED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made and entered into this 6th day of January, 2020, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, hereafter referred as to "**CITY**" and **LINDA W. COX,** hereafter referred to as "**COX**".

WHEREAS, CITY desires to secure the services of **COX** as City Clerk for an initial period of three (3) years from the Effective Date of this agreement and **COX** desires to accept such position; and

WHEREAS, CITY and **COX** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **COX** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **COX** agree with each other a follows:

1. **Employment.**

COX will render full time professional services to **CITY** in the capacity of City Clerk of the **CITY** for the initial term of three (3) years, commencing January 7, 2020 (the "Effective Date"), through January 6, 2023. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis.

The City Clerk is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 44). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Clerk, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

COX shall devote all of her time, attention, knowledge and skill, solely and exclusively to the business and interest of the City of Fort Pierce, and the public which it serves. **COX** will at all times faithfully, industriously, and diligently perform to the best of her ability all duties that may be required of her by virtue of her position as City Clerk, including the performance of all duties set forth in the City Charter, Ordinances, Resolutions and other City policies, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Nothing herein shall prohibit **COX** from maintaining membership in or participating in private social or civic endeavors that do not interfere or detract from her performance of the terms of this Agreement. In the event **COX** makes formal application for full-time employment elsewhere while serving as City Clerk, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. **Compensation.**

In consideration for these services as City Clerk, **CITY** agrees to pay **COX** an annual base salary of NINETY FIVE THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS ($95,181.00) per annum, payable in bi-weekly installments, which is current rate of pay as of January 1, 2020.

The **CITY** agrees that it will not, at any time during the term of this Agreement, reduce **COX's** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY**.

3. **Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **COX's** performance as City Clerk. These performance evaluations shall occur during the calendar month of June of each year, and shall be in such form and content and procedure as the City Commission shall in its discretion

determine. These performance reviews shall consider **COX's** overall performance and efficiency in her duties and job description as City Clerk, and shall also be used to monitor **COX's** compliance with attaining her Certified Municipal Clerk (CMC) certification within the time period set forth hereafter.

It is a specific condition of this agreement that **COX** shall have obtained her Certified Municipal Clerk (CMC) certification no later than thirty-six (36) months from the Effective Date of this Agreement. In the event **COX** fails to obtain such CMC certification within the time period specified herein, or if at any time **COX** fails to diligently and continuously pursue such CMC certification process during the term of this Agreement, the City Commission may in its sole discretion terminate this Agreement upon thirty (30) days written notice to **COX** and without liability to **COX** for the payment of any severance pay that may be provided for in Paragraph 6 of this Agreement.

4. Benefits.

In addition to annual compensation specified above, the **CITY** agrees to provide **COX** with the following benefits:

(a) **COX shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager. Said benefits shall be defined in the City of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.**

(b) Lease or car allowance at $350.00 per month, or such other rate agreed upon by the City Commission.

(c) Membership dues to professional associations and societies directly relating to her position as City Clerk, subject to the approval of the City Commission.

(d) Comprehensive health and major medical insurance equal to that which is provided to other City employees.

(e) Retirement benefits as provided to City Employees, and specifically, such benefits applicable to new hires under current ordinances or rules and regulations or as subsequently amended.

5. Termination.

At all times during the term of this Agreement, **COX** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause. For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY**, its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **COX** as City Clerk, **COX** shall have the right to declare that such amendments constitute termination; or

(c) If **COX** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. Severance.

Except as provided in this Agreement, severance will be paid to **COX** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **COX** her then annual base salary for four (4) consecutive weeks thereafter, and the **CITY** shall also maintain **COX's** life insurance and major medical insurance coverage paid up and in effect during such period. **COX** shall also be compensated for all accrued sick leave and vacation time payable upon termination of employment as provided in the Personnel Rules and Regulations. During any time severance is being paid, **COX** shall not be required to perform any duties for the City or

come to the City.

The severance provisions set forth herein shall not apply and the City shall not be obligated to pay the four (4) weeks severance in the event **COX** is terminated for cause. "Cause" shall be defined as either conviction of any felony or any misdemeanor involving moral turpitude, commission of any act of fraud involving or affecting the City, willful failure to perform the duties of City Clerk, or material breach by **COX** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice, then, in that event, CITY shall have no obligation to pay the aggregate severance sum designated in this paragraph.

7. Best Efforts of Employee.

COX agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY**. **COX** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position, and specifically, to use her best and continuous efforts to obtain her City Clerk certification which shall be a mandatory term and condition of her employment under this Agreement. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

8. Disability.

If **COX** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working

day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **COX** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

9. Residency.

Commencing two (2) years from the Effective Date of this Agreement, and at all times thereafter, **COX** shall, maintain permanent residency within the City of Fort Pierce during her term as City Clerk.

10. Employee At-Will.

COX is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

11. Liability Claims.

The **CITY** shall defend and save harmless **COX**, but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **COX**'s duties as City Clerk of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **COX**'s employment or services or for claims for punitive damages. The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **COX**'s employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **COX** shall rely upon the doctrine of sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

12. Voluntary Resignation.

In the event **COX** voluntarily resigns her position with the **CITY**, **COX** shall provide a

minimum ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified in Paragraph 5(c) above, **COX** shall not be entitled to nor shall the **CITY** be liable to pay severance if **COX** resigns.

13. General Provisions.

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective immediately upon execution, and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to

be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **COX**, her administrators, executors, legatees, heirs, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF FORT PIERCE, FLORIDA

By: Linda Hudson
Linda Hudson, Mayor

ATTEST:

Mimi Cain
Deputy City Clerk

EMPLOYEE:

By: Linda W Cox
Linda W. Cox

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

TO : Mayor and Commissioners

FROM : Linda W. Cox, City Clerk

RE : Performance Evaluation

DATE : July 14, 2025

This past year has been quite a year for me and for my office to say the least. Six months of the year was me serving as Acting City Manager. Tina Rel, Records Management Coordinator, stepped in to fully assist with all of my City Clerk duties and entire team stepped in wherever needed. I am extremely proud of the team that worked together to insure that the level of service remained seamless in a time of extreme transition with the new computer system launching and me in a new role which took me completely out of my normal duties.

Overall, we completed the implementation of the Tyler system for the business and professional licensing module. Even with the last minute transition from Business Tax Receipts to Certificate of Use, I believe the process went very smoothly. The team had to pivot right before 'go-live' to rebuild the module, but we accomplished the goal. The entire process is now fully on-line for contractor licensing, certificate of use (the old Business Tax Receipts) and Short Term and Vacation rentals, from application to renewals. The first round of renewals has launched and is going as planned. Now that everything is fully on-line, we were able to establish a computer terminal in the office to provide personal assistance to members of the public who may need additional assistance. As with any new computer system, we continue to learn and grow as we discover its capabilities and how to address our own reporting needs and the needs of the public.

We were unable to complete vacating our secondary records storage unit at the Public Works compound as anticipated, but will do so by the end of 2025. Our records management coordinator is continuing her efforts to work directly with staff to create department specific maintenance and destruction plans as well as providing regular staff training. Public Records production remains a strong priority and an area of increased training and awareness for employees.

As always, our office continues to evaluate our performance and look for ways in which we can improve efficiency, adhere to best practices and meet the goals and objectives established by the City Commission.

City Commission Day Meeting & Budget Workshop 9:00 AM

9. B.

Meeting Date: 07/14/2025

Re:

SUBJECT:

Annual performance evaluation Sara Hedges, City Attorney

Attachments

Hedges Employment Contract

Form Review

Form Started By: Linda Cox
Started On: 06/09/2025 10:14 AM
Final Approval Date: 06/09/2025

CITY OF FORT PIERCE, FLORIDA

SARA K. HEDGES

CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 18th day of September, 2023 with an effective date of September 11, 2023 ("Effective Date"), by and between the **CITY OF FORT PIERCE, FLORIDA,** a municipal corporation, hereafter referred as to as **"CITY"** and **SARA K. HEDGES,** hereafter referred to as **"HEDGES".**

WHEREAS, CITY desires to secure the legal representation of **HEDGES** as City Attorney for a minimum of three (3) years from the Effective Date of this agreement and **HEDGES** desires to accept such position; and

WHEREAS, CITY and **HEDGES** intend by this Agreement to provide certain benefits and establish certain conditions of employment to which **HEDGES** has agreed.

NOW, THEREFORE, in consideration of the material advantages occurring to the parties and the mutual covenants contained herein, **CITY** and **HEDGES** agree with each other as follows:

1. <u>Employment.</u>

CITY employs **HEDGES** to perform the duties of City Attorney as

specified in the City Charter. **HEDGES** will render full time legal services to **CITY** in the capacity of City Attorney of the **CITY** for the initial term of three (3) years, commencing September 11, 2023 (the "Effective Date"), through September 10, 2026. In the event written notice of termination or notice of non-renewal of this Agreement is not given by either party to the other party ninety (90) days prior to the expiration of the term as hereinabove provided, this Agreement shall automatically renew and continue thereafter on a year-to-year basis. **HEDGES** agrees to report for work, and the duties and employment of **HEDGES** as City Attorney shall commence the Effective Date. In the event the Agreement is not renewed all compensation, benefits, and requirements of this Agreement shall remain in effect until the expiration of the term unless sooner terminated or **HEDGES** resigns.

The City Attorney is recognized as an independent and co-equal Charter Officer, as specified by the Charter of the City of Fort Pierce (See Article V, Section 45). No other Charter Officer shall have any authority or ability to direct, supervise or interfere with the administration or activity of the Office of the City Attorney, including any and all personnel actions or decisions (See Article IV, Section 42 and Article V, Section 43).

HEDGES shall devote all of her time, attention, knowledge and skill, solely and exclusively to the legal interests of the City of Fort Pierce. **HEDGES** warrants and agrees to maintain her Florida license to practice law in good standing without limitation throughout the term of this Agreement. **HEDGES** will at all times faithfully, industriously, and diligently perform to the best of her

ability all duties that may be required of her by virtue of her position as City Attorney, including, but not limited to, the performance of all duties set forth in the City Charter, Florida Statutes, City Ordinances, and Resolutions, and to perform other legally permissible and proper duties and functions to the reasonable satisfaction of the City Commission. Should **HEDGES** no longer be in good standing with the Florida Bar or authorized to practice law in Florida, this contract will terminate immediately for cause. In the event **HEDGES** makes formal application for full-time employment elsewhere while serving as City Attorney, she shall be required to provide written notice to the City Commission simultaneously with such application or submittal.

2. Compensation.

In consideration for these services as City Attorney, **CITY** agrees to pay **HEDGES** an annual base salary of ONE HUNDRED AND EIGHT-FIVE THOUSAND DOLLARS ($185,000.00) per annum, payable in bi-weekly installments, or such higher figure as may be negotiated after a mandatory six-month evaluation of **HEDGES'** performance by the City Commission. Base annual salary adjustments, for each subsequent year during the term of this Agreement shall be negotiated between the parties on an annual basis. Beginning on October 1, 2024, annual cost of living/salary increases shall be provided to **HEDGES** in the same manner (if any) as non-bargaining employees of the City.

The CITY agrees that it will not, at any time during the term of this

Agreement, reduce **HEDGES'** base salary or other financial benefits in a greater percentage than an applicable across the board reduction for all employees of the **CITY.**

3. **Performance Evaluations.**

The City Commission shall, upon the expiration of six (6) months of the Effective Date of this Agreement, and on an annual basis thereafter, evaluate **HEDGES'** performance as City Attorney. Annual performance evaluations shall occur during the calendar month of June of each year following the first year of employment, with the first annual evaluation beginning in June of 2024. These performance reviews shall consider continuing City Commission objectives and responsibilities as well as achievement of key specific objectives as mutually agreed upon by City Commission and **HEDGES.**

Should it be determined that **HEDGES** was successful in her overall performance, and if the Commission, in its sole discretion, determines that the fiscal condition of the **CITY** is sufficient, the City Commission will consider **HEDGES'** compensation and benefits, and endeavor to maintain them at a level commensurate with her peers in the profession in similarly situated Florida cities and the rate of general inflation in the economy.

4. **Benefits.**

In addition to annual compensation specified above, the **CITY** agrees to provide **HEDGES** with the following benefits:

(a) **HEDGES** shall be entitled to receive the same vacation, sick leave, and holiday time as the City Manager. Said benefits shall be defined in the City

of Fort Pierce Personnel Rules and Regulations, including provisions governing accrual and payment thereof on termination of employment.

(b) In addition to the base salary, the **CITY** shall pay on **HEDGES'** behalf, in equal proportionate amounts each pay period, into a retirement plan designated by **HEDGES** an amount equal to 5% of **HEDGES'** annual base salary.

(c) A car allowance at $450.00 per month, or such other rate agreed upon by the City Commission.

(d) **CITY** agrees to budget and pay for licensing fees or charges that are required of attorneys to practice law in the State of Florida and professional dues, required CLE seminars, and subscriptions necessary for **HEDGES'** continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for **HEDGES'** continued professional participation, growth, and advancement, and for the good of the **CITY.**

(e) Life Insurance, comprehensive health and major medical insurance equal to that which is provided to other City employees and shall be effective on the effective date of this agreement.

(f) Retirement benefits as provided to all City Employees under the **CITY's** defined benefit retirement plan.

5. Termination.

At all times during the term of this Agreement **HEDGES** shall be deemed an employee-at-will, and may be terminated at any time, with or without cause.

For purposes of this Agreement, termination shall occur upon the happening of any of the following events:

(a) A majority vote of the entire City Commission at a duly authorized public meeting, with or without cause, at the sole discretion of the City Commission.

(b) If the **CITY,** its citizens, or legislature amends any provision of the Charter or Code substantially changing the form of government directly pertaining to the role, powers, duties, authority and responsibilities of **HEDGES** as City Attorney, **HEDGES** shall have the right to declare that such amendments constitute termination; or

(c) If **HEDGES** resigns following a formal offer to accept resignation made by the majority of the entire City Commission at a duly authorized public meeting.

6. **Severance.**

Except as provided in this Agreement, severance will be paid to **HEDGES** when employment is terminated as defined in Paragraph 5 above. Upon termination, all rights, duties and obligations of both parties shall cease except that the **CITY** shall continue to pay **HEDGES** her then annual base salary for ninety (90) consecutive working days thereafter, and the **CITY** shall also maintain **HEDGES'** life insurance and major medical insurance coverage paid up and in effect during such period. **HEDGES** shall also be compensated for any accrued sick leave and vacation time payable upon termination of employment in the amounts set forth in the Personnel Rules and Regulations. During any time

severance is being paid, **HEDGES** shall not be required to perform any duties for the **CITY** or come to the **CITY.**

The severance provisions set forth herein shall not apply and the **CITY** shall not be obligated to pay **HEDGES** any severance in the event **HEDGES** is terminated For Cause. For purposes of this agreement "For Cause" shall be defined as any of the following actions by **HEDGES:**

(a) Conviction of a felony or any misdemeanor involving moral turpitude;

(b) Commission of any act of fraud involving or affecting the **CITY** or the public;

(c) Willful failure to perform the duties of City Attorney, or material breach by **HEDGES** of any duties or obligations under this Agreement and failure to cure such failure or breach after receipt of reasonable written notice;

(d) Incompetence or negligence in the performance of official duties;

(e) Violation of the **CITY's** Drug-Free Work Place Policy, including illegal use of drugs, hallucinogens, or other substances regulated by state law;

(f) Violation of Florida's Code of Ethics;

(g) Loss or suspension of license to practice law; or

(h) Misconduct as defined by Florida Statute 443.036(29), as amended from time to time.

7. **Outside Activities.**

The employment provided for by this Agreement shall be **HEDGES'** primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to **HEDGES** and the community,

HEDGES may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with **HEDGES'** responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the **CITY.**

8. **Best Efforts of Employee.**

HEDGES agrees that she will at all times faithfully, industriously and to the best of her ability, experience and talents, perform all the duties which may be required of and from her pursuant to the express and implicit terms hereof, to the reasonable satisfaction of **CITY. HEDGES** further agrees that she will continue her education and training so that she will keep up with or exceed education requirements of her position. Such duties shall be rendered at Fort Pierce, St. Lucie County, Florida, and at such other places as **CITY** shall in good faith require, or as the interest, needs or opportunity of **CITY** shall require.

9. **Disability.**

If **HEDGES** is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of either eight (8) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a sixty (60) working day period, **CITY** shall have the option to terminate this Agreement, subject to the severance pay requirements of Paragraph 6. However, **HEDGES** shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits, as set forth in the City's Personnel Rules and Regulations.

10. **Employee-At-Will.**

HEDGES is an employee-at-will and works at the pleasure of the **CITY** who may, at any time and without showing cause, terminate this Employment Agreement.

11. **Liability Claims.**

The **CITY** shall defend and save harmless **HEDGES,** but only to the limits of sovereign immunity, against any tort, professional liability claim or demand or other legal claim or action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the good faith performance of **HEDGES'** duties as City Attorney of the City of Fort Pierce. However, this covenant shall not apply to acts outside the scope of **HEDGES'** employment or services or for claims for punitive damages. In the event the provision of legal representation by the **CITY** may reasonably present a legal conflict of interest, **HEDGES** may request independent legal representation at **CITY'S** expense, and the **CITY** may not unreasonably withhold approval of such request. Legal representation provided by the **CITY** for **HEDGES** shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to **HEDGES,** any settlement of any claim against **HEDGES** may not be made without prior approval of the **CITY.** The **CITY** will have the authority to compromise and settle any such claim or suit within the scope of **HEDGES'** employment and pay the amount of any settlement or judgment rendered thereon. To the maximum extent permitted by law, the **CITY** and **HEDGES** shall rely upon the doctrine of

sovereign immunity and the provisions of Section 768.28, Florida Statutes, or other applicable law.

12. **Voluntary Resignation.**

In the event **HEDGES** voluntarily resigns her position with the **CITY, HEDGES** shall provide a minimum of ninety (90) days written notice unless the parties agree otherwise. Unless such resignation follows a formal offer to accept resignation made by the majority of the entire City Commission as specified In Paragraph 5(c) above, **HEDGES** shall not be entitled to nor shall the **CITY** be liable to pay severance if **HEDGES** voluntarily resigns.

13. **General provisions.**

The following general provisions shall govern this Agreement:

(a) This Agreement shall be governed in accordance with the laws of the State of Florida.

(b) Jurisdiction over any dispute arising under this Agreement, and the venue thereof, shall lie in the Circuit Court of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida.

(c) This Agreement shall become effective retroactively to the Effective Date set forth above and supersedes and replaces any prior written employment agreement.

(d) This Agreement constitutes the entire agreement and understanding between the parties and contains all of the agreements between them with respect to the subject matter hereof, and supersedes any and all other agreements or contracts, either oral or written, between the

parties with respect to the subject matter hereof.

(e) The parties by mutual written agreement may amend any provision of this Agreement during the life of the agreement by document approved and signed with the same formalities as this Agreement. Such amendments will be incorporated and made a part of this Agreement.

(f) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(g) This Agreement shall be binding upon and inure to the benefit of the **CITY** and the City Commission, its successors and assigns, and shall be binding upon **HEDGES,** her administrators, executors, legatees, heirs, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on set forth below.

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
Linda Hudson, Mayor

ATTEST:

Linda W. Cox
Linda W. Cox, City Clerk

Date: 9/18/2023

EMPLOYEE:

Sara K. Hedges

Date: 9/15/2023

Approved as to Form and Correctness:

BY: Caroline A. Valentin
Caroline A. Valentin, General Counsel
Fort Pierce Utilities Authority for the benefit of
the City of Fort Pierce, Florida

City Commission Day Meeting & Budget Workshop 9:00 AM

10. A.

Meeting Date: 07/14/2025

Re:

SUBJECT:

Presentation of Proposed FY 2025-2026 General Fund Budget

Attachments

FY 2026 Proposed Budget Presentation

Form Review

Form Started By: Jennifer Robinson Started On: 07/02/2025 04:21 PM

Final Approval Date: 07/02/2025

THE SUNRISE CITY

FORT PIERCE *Florida*

FY 2025/26



PROPOSED OPERATING BUDGET

July 14, 2025 Budget Workshop

CITY OF FORT PIERCE
PROJECTED
CHANGES IN CATEGORIES
FY 2025/26

CATEGORY DESCRIPTIONS	2025 APPROVED BUDGET	2026 PROJECTED BUDGET	DIFFERENCE INCREASE (DECREASE)	TOTAL INCREASE (DECREASE)	CHANGES FROM FY 2025 to 2026	
					DOLLARS	SOURCE & DESCRIPTION
REVENUE CATEGORY						
TAXES	36,895,316	40,023,736	3,128,420	3,128,420	2,788,920	Ad Valorem- Taxable Value $4.833 billion-Increase of 10.46%; Current Millage 6.9000, Proposed 6.9000 diff $0; Delinquent Ad Valorem $10,000
					(75,500)	Local Option Gas Tax $24,500; New Local Option Gas Tax ($100,000)
					180,000	Public Service Electricity $50,000; Electricity FPL $50,000, Public Service Water $80,000
					235,000	Telecommunication Tax
					0	Misc. Taxes
LICENSES & PERMITS	763,200	665,500	(97,700)	(97,700)	(97,700)	Certificates of Use $10,000; Planning & Zoning Fees ($85,000); Amendments ($20,000); Sign Fees $2,500; Misc. ($5,000); Animal Licenses ($3,000); Permits and Application Fees ($2,200)
INTERGOVERNMENTAL REVENUES	9,004,500	8,890,500	(114,000)	(114,000)	(50,000)	State Revenue Sharing
					(100,000)	Half Cent Sales Tax
					0	Infrastructure Sales Tax
					36,000	Mobile Home License $6,000; Beverage License $0; Casualty Premium Tax $30,000; Fuel Tax Refund $5,000; County Shared Occup. License ($5,000)
CHARGES FOR SERVICES	658,650	613,850	(44,800)	(44,800)	(44,800)	Certified Copying ($15,000); Application Fees ($5,000); Investigative Surcharge $2,500; Lot Clearing Admin. $3,500; Parking & Traffic Fines ($20,000); Community Centers Fees $6,250; Youth Activity ($15,000); Reproduction ($2,000); Maps & Publications ($50)
FINES AND FORFEITURES	274,500	341,000	66,500	66,500	66,500	Alarm Permit Violations $10,000; Police Education $1,000; Court Fines $2,000; Property Code Violations $50,000; Other Fines $3,500

CITY OF FORT PIERCE
PROJECTED
CHANGES IN CATEGORIES
FY 2025/26

CATEGORY DESCRIPTIONS	2025 APPROVED BUDGET	2026 PROJECTED BUDGET	DIFFERENCE INCREASE (DECREASE)	TOTAL INCREASE (DECREASE)	CHANGES FROM FY 2025 to 2026	
					DOLLARS	SOURCE & DESCRIPTION
MISCELLANEOUS REVENUE	3,201,050	3,334,800	133,750	133,750	57,000	Rentals $2,200; Liens $50,000; Lot Clearing $25,000; Wellness ($16,200), Other ($6,000)
					76,750	FPRA Admin. Reimb. $5,500; Marina Admin. Reimb. $1,650; Solid Waste Admin. Reimb. $2,600; Retirement $48,000; Police Detail $9,500; Building $9,500
					0	Saint Lucie County ($75,000); State of Florida $25,000; Other Misc. Revenue $50,000
INTERFUND TRANSFER	5,692,950	5,515,825	(177,125)	(177,125)	(1,152,125)	FPRA - Debt Service, Salaries & Repayment Transfers
					725,000	Restricted Revenue Transfer
					250,000	Grants Transfer
CONTRIBUTION FROM ENTERPRISE	775,000	775,000	0	0	0	No change
CONTRIBUTION FROM UTILITIES	8,002,938	7,977,000	(25,938)	(25,938)	(25,938)	UA Annual Transfer
TOTAL BEFORE FUND BALANCE	**65,268,104**	**68,137,211**	**2,869,107**	**2,869,107**	**2,869,107**	
APPROPRIATED FUND BALANCE	**0**	**0**	**0**	**0**	**0**	
RESTRICTED REVENUE	**(600,000)**	**(600,000)**	**0**	**0**	**0**	FY'27 Capital Projects-$600,000 (Restricted)
UNRESTRICTED FUND BALANCE	**0**	**0**	**0**	**0**	**0**	
GENERAL FUND RESOURCES	**64,668,104**	**67,537,211**	**2,869,107**	**2,869,107**	**2,869,107**	

CITY OF FORT PIERCE
PROJECTED
CHANGES IN CATEGORIES
FY 2025/26

CATEGORY DESCRIPTIONS	2025 APPROVED BUDGET	2026 PROJECTED BUDGET	DIFFERENCE INCREASE (DECREASE)	TOTAL INCREASE (DECREASE)	CHANGES FROM FY 2025 to 2026	
					DOLLARS	SOURCE & DESCRIPTION
EXPENDITURE CATEGORY						
PERSONNEL SERVICES	35,978,381	37,169,182	1,190,801	1,190,801	633,900	Cost of Living Adjustments for Bargaining & Non-Bargaining Employees 5%, and Police Step Plan +5%; 9 New Positions $1,401,922
					39,327	FICA
					596,147	Retirement 1.17% increase for General, 2.21% increase for Police
					(190,736)	Life & Health Insurance - 1.5% change in premium costs,new employees, plan changes
					10,448	Dental Insurance - 0% increase in premium; increase for new employees
					101,715	Workers Compensation
OPERATING EXPENDITURES	18,066,141	19,538,368	1,472,227	1,472,227	(18,440)	City Attorney
					211,300	HR $56,200; IT $98,500; Leisure Services-$56,600
					400	Purchasing
					41,900	Community & Economic Development $26,900; Grants Admin. $15,000
					15,200	Planning
					38,500	Code Enforcement
					474,218	Police
					208,501	Public Works Director's Office-$5,801; Fleet Maintenance($1,050); Parks & Ground ($500); Facilities Maintenance $174,150; Streets-$28,000
					19,100	Engineering
					21,899	Administrative: Accounting & Auditing $1,500; Equipment Rental $75,000; Stormwater Fees $14,000; Land Lease $5,000; Vehicle Maint. ($15,000), , Misc. expenses, etc.- $2,500
					55,000	Insurances & Worker's Comp
					404,649	Tax Increment Financing

CITY OF FORT PIERCE
PROJECTED
CHANGES IN CATEGORIES
FY 2025/26

CATEGORY DESCRIPTIONS	2025 APPROVED BUDGET	2026 PROJECTED BUDGET	DIFFERENCE INCREASE (DECREASE)	TOTAL INCREASE (DECREASE)	CHANGES FROM FY 2025 to 2026	
					DOLLARS	SOURCE & DESCRIPTION
CAPITAL OUTLAY	4,191,052	4,917,418	726,366	726,366	1,317,418	Capital Projects $1,917,418
					(591,052)	Other Equipment
GRANTS AND AIDS	573,000	573,000	0	0	0	No change
NON-OPERATING TRANSFERS	5,859,530	5,339,242	(520,288)	(520,288)	7,750	2019 Debt Service
					(5,378)	2020A Debt Service
					(2,660)	2020C Debt Service
					(220,000)	Grants
					(300,000)	Transfer to Animal Shelter
GENERAL FUND EXPENDITURES	**64,668,104**	**67,537,211**	**2,869,107**	**2,869,107**	**2,869,107**	
Over	0	0				

FY 2026 Proposed Budget

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Taxes					
311 010	Current Ad Valorem	$ 22,312,937	$ 26,192,608	$ 30,772,543	$ 33,697,722
311 015	Ad Valorem Adjustment	0	0	(1,538,627)	(1,684,886)
311 020	Delinquent Ad Valorem	52,630	43,651	40,000	50,000
312 410	Local Option Gas Tax	1,346,683	1,435,137	1,400,500	1,425,000
312 420	New Local Option Gas Tax	1,141,681	997,273	1,100,000	1,000,000
314 100	Public Service Electricity	2,906,753	3,046,061	2,850,000	2,900,000
314 101	Electricity FPL	559,577	601,410	525,000	575,000
315 200	Telecommunications Tax	1,495,303	1,582,419	1,350,000	1,585,000
314 300	Public Service Water	396,375	476,168	395,000	475,000
319 900	Misc. Taxes	879	956	900	900
	Total Taxes	$ 30,212,819	$ 34,375,683	$ 36,895,316	$ 40,023,736
Licenses and Permits					
316 000	Business Tax Receipts	$ 327,304	$ 337,024	$ 0	$ 0
316 000	Certificates of Use	0	0	325,000	335,000
322 910	Planning & Zoning Fees	129,945	140,270	225,000	140,000
322 920	Amendments	47,339	23,662	45,000	25,000
322 930	Sign Fees	5,060	9,030	5,500	8,000
322 940	Miscellaneous	127,468	108,888	125,000	125,000
329 501	Animal Licenses	9,195	6,421	9,500	6,500
329 502	Lot Clearing Permits	19,679	10,751	7,500	10,000
329 503	Demolition Permits	41,822	12,940	5,000	15,000
329 505	Special Event	250	250	0	250
329 506	Vendor Permit/Application Fees	250	0	700	250
329 599	Other Licenses/Permits	20,146	50	15,000	500
	Total Licenses and Permits	$ 728,456	$ 649,287	$ 763,200	$ 665,500
Intergovernmental Revenues					
331 510	Disaster Relief/Federal	$ 159,894	$ 27,868	$ 0	$ 0
331 511	Other Revenue/Federal	0	270,757	0	0
331 512	Other Public Safety/Federal	22,699	57,655	0	0
331 392	Physical Environment	0	514,234	0	0
334 510	Disaster Relief/State	480	2,579	0	0
334 520	Other Revenue/State	0	30,462	0	0
335 125	State Revenue Sharing	2,347,309	2,229,151	2,300,000	2,250,000
335 180	Half Cent Sales Tax	2,952,013	2,764,772	2,900,000	2,800,000

FY 2026 Proposed Budget

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Intergovernmental Revenues contd.					
335 140	Mobile Home License	66,644	66,096	60,000	66,000
335 150	Beverage License	51,588	54,974	55,000	55,000
335 630	Infrastructure Sales Tax	3,090,283	2,707,486	3,000,000	3,000,000
312 520	Casualty Premium Tax	544,239	574,934	545,000	575,000
335 450	Fuel Tax Refund	54,856	58,464	50,000	55,000
338 020	County Shared Occup. License	66,717	51,342	60,000	55,000
339 010	Payments in Lieu of Tax-Hsg Auth	37,308	34,407	34,500	34,500
	Total Intergovernmental Rev.	$ 9,394,032	$ 9,445,181	$ 9,004,500	$ 8,890,500
Charges for Services					
341 341	Sale Maps and Publications	$ 0	$ 0	$ 50	$ 0
341 310	Certified Copying & Rec Search	64,683	40,216	60,000	45,000
341 315	Reproduction-City Hall	7,390	7,445	9,500	7,500
341 320	Application Fee	22,376	11,070	20,000	15,000
341 325	Investigative Surcharge	26,315	28,726	25,000	27,500
341 330	Jury Duty and Fees	0	5	100	100
341 335	Qualifying Fees	550	2,683	500	500
343 910	Lot Clearing-Admin. Charge	37,090	28,760	25,000	28,500
343 920	Rotation Towing-Admin. Charge	31,675	26,350	30,000	30,000
354 010	Parking Fines	71,347	37,828	75,000	50,000
354 015	Traffic Fines	48,217	40,569	35,000	40,000
345 910	Vacation Rental Reg Fee	160,015	97,561	100,000	100,000
347 415	Community Center/Bus. Social	122,039	108,432	115,000	115,000
347 420	Comm. Center Special Events	29,745	34,729	30,000	35,000
347 425	Comm. Center Rental Fees	35,098	33,904	35,000	35,000
347 430	Comm. Center Events	16,988	18,160	16,500	17,750
347 435	Comm. Center Insurance & Other	14,025	10,345	12,000	12,000
347 950	Youth Activity Funds	62,230	49,893	70,000	55,000
	Total Charges for Services	$ 749,783	$ 576,675	$ 658,650	$ 613,850
Fines and Forfeitures					
351 910	Court Fines	$ 5,411	$ 4,509	$ 2,500	$ 4,500
351 920	Police Education	6,510	5,945	5,500	6,500
354 055	Alarm Permit Violations	170,950	233,260	150,000	160,000

FY 2026 Proposed Budget

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Fines and Forfeitures contd.					
354 030	License Penalties	9,909	12,834	9,000	10,000
354 040	Animal Control	2,772	12,653	7,500	10,000
354 050	Property Code Violations	156,094	151,324	100,000	150,000
	Total Fines & Forfeitures	$ 351,644	$ 420,525	$ 274,500	$ 341,000
Miscellaneous Revenues					
361 100	Interest on Investments	$ 9,684	$ 8,639	$ 15,000	$ 15,000
361 101	Other Interest Earnings	6,571	4,639	3,500	5,000
362 013	Rent - Little Jim	29,810	31,169	29,000	31,200
362 014	Rental	45,000	45,000	45,000	45,000
362 015	Misc. Rental	2,782	3,035	3,000	3,000
325 210	Liens	321,592	171,136	75,000	125,000
325 220	Demolition Lien	6,993	4,697	5,000	5,000
325 230	Lot Clearing	58,968	83,279	50,000	75,000
325 240	Interest on Assessments	482	234	100	100
325 250	Emergency Repair Liens	(19,343)	5,217	6,000	5,000
364 005	Sale of Surplus Equipment	23,345	35,700	30,000	25,000
366 000	Other Contributions/Donations	22,184	3,167	500	2,500
361 400	Gain/Loss on Sale of Investments	487	4,672	0	0
369 904	Reimbursement of Expenditures	252,609	343,267	275,000	275,000
369 905	Purchasing Card Rebate	48,443	48,973	50,000	48,500
369 909	Wellness Program	2,738	2,865	19,200	3,000
	Reimbursement Contractual Services				
369 944	Utilities Authority	334,477	0	0	0
369 915	Stormwater	0	367,316	700,000	625,000
369 942	Golf Course	33,000	33,000	33,000	33,000
369 913	Sunrise Theatre	33,000	33,000	0	0
369 924	Other Misc Revenues	94,000	200,271	25,000	100,000

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 940	Ft. Pierce Redevelopment Agcy	175,000	175,000	181,000	186,500
369 952	Marina	45,000	45,000	46,350	48,000
369 921	Solid Waste	80,000	80,000	82,400	85,000
369 922	Retirement & Benefit System	189,000	207,900	227,000	275,000
369 953	Police Department/Detail Work	87,570	21,283	190,000	199,500
369 906	Building Department	300,000	300,000	310,000	319,500
	Other Miscellaneous Reimbursements				
369 917	St. Lucie County	0	0	75,000	0
369 916	State of Florida	608,940	613,903	575,000	600,000
369 300	Settlement	279,161	75,283	75,000	75,000
369 990	Other Misc. Revenues	80,374	199,959	75,000	125,000
	Total Miscellaneous Revenues	$ 3,151,865	$ 3,147,603	$ 3,201,050	$ 3,334,800
Interfund Transfers					
381 089	Restricted Fund	$ 436,476	$ 186,345	$ 250,000	975,000
381 091	FPRA	2,384,248	3,879,075	5,442,950	4,290,825
381 092	CDBG/Grants	0	0	0	250,000
381 097	Solid Waste	38,055	0	0	0
381 098	Building	4,455	0	0	0
	Total Interfund Transfers	$ 2,863,234	$ 4,065,420	$ 5,692,950	$ 5,515,825
Contribution from Enterprise Funds					
382 010	Electricity	$ 4,297,058	$ 4,447,769	$ 4,698,480	7,977,000
382 020	Water	1,257,407	1,516,555	1,659,798	
382 030	Gas	300,259	321,577	343,542	
382 040	Sewer	903,607	1,176,447	1,300,518	
382 045	UA Other	90	5,574	600	
382 050	Solid Waste Transfer	700,000	500,000	500,000	500,000
382 055	Golf Course Transfer	0	0	0	0
382 060	Marina Transfer	0	275,000	275,000	275,000
382 090	Building Department	275,000	0	0	0
	Total Contribution from Enterprise	$ 7,733,421	$ 8,242,922	$ 8,777,938	$ 8,752,000

FY 2026 Proposed Budget

GENERAL FUND - REVENUE DETAIL

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Total Revenue	$ 55,185,254	$ 60,923,297	$ 65,268,104	$ 68,137,211
Appropriated Fund Balance	0	0	0	0
Restricted Revenue	(400,000)	(600,000)	(600,000)	(600,000)
Unrestricted Fund Balance	(1,324,555)	(807,919)	0	0
TOTAL GENERAL FUND RESOURCES	**$ 53,460,699**	**$ 59,515,378**	**$64,668,104**	**$67,537,211**

Budget for Fiscal Year 2025/26

PERSONNEL SERVICES COST BY DEPARTMENT/DIVISION

	Department/Division	2025 Funded Positions	2026 Funded Positions	Salaries	Overtime	FICA	Retirement	Life/Health Insurance	Dental Insurance	Workers' Comp	Total
General Fund											
10 00	City Commission	5	5	$173,628	$0	$15,348	$25,867	$57,833	$1,522	$347	$274,546
13 00	City Manager	8	8	994,452	0	77,315	196,305	89,346	4,138	1,989	1,363,545
14 00	City Attorney	6	4	555,388	0	42,900	119,832	41,578	2,191	446	762,335
16 00	City Clerk	5	5	370,572	0	28,762	73,151	54,287	2,404	741	529,917
22 00	Human Resources	6	8	647,869	0	49,975	127,889	68,458	2,842	1,296	898,329
24 00	Finance	11	11	953,015	0	73,319	130,489	136,341	7,090	1,906	1,302,159
25 00	Information Technology	13	13	1,136,189	15,000	88,066	227,245	154,702	7,597	2,302	1,631,100
26 00	Purchasing	4	4	278,465	0	21,303	54,969	21,020	1,276	557	377,589
28 00	Community & Economic Development	0	5	408,663	0	31,676	80,670	51,315	3,143	817	576,284
28 05	Grants Administration	0	5	358,201	0	27,402	70,709	51,644	2,191	716	510,863
29 01	Planning	7	7	624,384	0	48,178	123,253	89,818	3,704	1,278	890,616
29 03	Code Enforcement	15	14	816,367	10,000	63,630	163,125	147,838	6,484	20,239	1,227,683
30 00	Police (Combined)	176	178	11,897,251	700,000	963,690	2,374,721	1,929,240	84,400	381,021	18,330,323
40 00	Public Works (Combined)	66	67	3,693,006	75,000	288,252	683,613	751,764	34,583	157,741	5,683,958
44 00	Engineering	10	11	996,573	5,000	77,446	169,486	130,510	5,591	24,356	1,408,961
45 04	Leisure Services	7	7	397,712	0	30,425	78,508	62,154	2,592	4,582	575,972
60 00	Administrative	0	0	0	0	0	0	250,000	0	0	250,000
	General Fund Total	**339**	**352**	**$24,301,733**	**$805,000**	**$1,927,688**	**$4,699,832**	**$4,087,848**	**$171,748**	**$600,334**	**$36,594,182**
Enterprise & Special Revenue Funds											
29 02	Building Inspections	34	34	2,304,286	30,000	178,986	460,788	388,743	17,399	40,589	3,420,791
30 05	Police Grants	6	6	330,069	5,000	25,633	66,501	21,250	848	2,468	451,767
30 07	Police Grants/FPRA	10	10	713,132	70,000	59,910	159,602	89,041	5,006	24,670	1,121,360
40 07	Animal Shelter	16	10	403,996	0	30,906	79,749	78,358	3,914	6,060	602,983
41 00	Marina	11	11	688,749	5,000	53,485	95,945	108,936	4,722	19,252	976,089
42 00	Solid Waste	44	50	2,936,016	50,000	228,843	576,829	537,793	23,642	124,740	4,477,863
45 00	Golf Course	4	4	309,060	0	23,643	61,008	46,568	2,008	340	442,628
46 00	Sunrise Theatre	3	5	379,867	0	29,473	74,986	65,476	2,851	760	553,413
90 00	CDBG	5	0	0	0	0	0	0	0	0	0
	Enterprise Funds Total	**133**	**130**	**8,065,175**	**160,000**	**630,878**	**1,575,408**	**1,336,165**	**60,390**	**218,879**	**12,046,894**
	TOTAL ALL FUNDS	**472**	**482**	**$32,366,908**	**$965,000**	**$2,558,566**	**$6,275,240**	**$5,424,013**	**$232,137**	**$819,213**	**$48,641,076**

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
City Commission					
10 00	Personnel Services	$ 247,792	$ 262,988	$ 267,669	$ 274,546
	Operating Expense	50,409	55,228	52,745	52,745
	Capital Outlay	2,927	588	0	0
		$ 301,128	$ 318,804	$ 320,414	$ 327,291
City Manager					
13 00	Personnel Services	$ 941,376	$ 886,017	$ 996,978	$ 1,363,545
	Operating Expense	50,244	39,543	53,350	53,350
	Capital Outlay	0	0	0	0
		$ 991,620	$ 925,561	$ 1,050,328	$ 1,416,895
City Attorney					
14 00	Personnel Services	$ 672,607	$ 648,109	$ 929,207	$ 762,335
	Operating Expense	56,944	88,345	113,440	95,000
	Capital Outlay	0	588	0	0
		$ 729,551	$ 737,042	$ 1,042,647	$ 857,335
City Clerk					
16 00	Personnel Services	$ 428,590	$ 458,859	$ 496,254	$ 529,917
	Operating Expense	47,005	47,037	53,890	53,890
	Capital Outlay	0	0	0	0
		$ 475,595	$ 505,896	$ 550,144	$ 583,807

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Human Resources					
22 00	Personnel Services	$ 520,269	$ 502,531	$ 681,316	$ 898,329
	Operating Expense	108,443	283,474	79,100	135,300
	Capital Outlay	2,627	4,092	0	0
		$ 631,339	$ 790,097	$ 760,416	$ 1,033,629
Finance					
24 00	Personnel Services	$ 1,023,228	$ 1,155,898	$ 1,245,501	$ 1,302,159
	Operating Expense	65,546	73,836	65,500	65,500
	Capital Outlay	0	0	0	0
		$ 1,088,774	$ 1,229,733	$ 1,311,001	$ 1,367,659
Information Technology					
25 00	Personnel Services	$ 853,127	$ 1,130,261	$ 1,701,373	$ 1,631,100
	Operating Expense	847,998	1,074,332	1,474,875	1,573,375
	Capital Outlay	15,276	2,724	80,000	0
		$ 1,716,401	$ 2,207,316	$ 3,256,248	$ 3,204,475
Purchasing					
26 00	Personnel Services	$ 337,528	$ 277,183	$ 371,871	$ 377,589
	Operating Expense	25,409	63,996	26,750	27,150
	Capital Outlay	3,391	0	0	0
		$ 366,328	$ 341,179	$ 398,621	$ 404,739
Community & Economic Development					
28 00	Personnel Services	$ 0	$ 0	$ 0	$ 576,284
	Operating Expense	0	0	0	30,400
	Capital Outlay	0	0	0	0
		$ 0	$ 0	$ 0	$ 606,684

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Grants Administration					
2805	Personnel Services	$ 0	$ 0	$ 0	$ 510,863
	Operating Expense	0	0	0	15,000
	Capital Outlay	0	0	0	0
		$ 0	$ 0	$ 0	$ 525,863
Planning					
29 01	Personnel Services	$ 677,672	$ 734,872	$ 815,941	$ 890,616
	Operating Expense	56,117	51,224	106,900	122,100
	Capital Outlay	1,390	0	0	0
		$ 735,178	$ 786,096	$ 922,841	$ 1,012,716
Community Response/Code Enforcement					
29 03	Personnel Services	$ 1,093,205	$ 1,126,673	$ 1,265,987	$ 1,227,683
	Operating Expense	435,118	388,038	420,400	458,900
	Capital Outlay	3,706	3,134	0	0
		$ 1,532,029	$ 1,517,846	$ 1,686,387	$ 1,686,583
Police					
30 00	Personnel Services	$ 16,028,716	$ 17,708,299	$ 19,340,892	$ 18,330,323
	Operating Expense	1,758,404	2,007,013	1,943,500	2,417,718
	Capital Outlay	95,569	51,479	0	0
		$ 17,882,689	$ 19,766,791	$ 21,284,392	$ 20,748,041
Public Works/Director					
40 02	Personnel Services	$ 74,035	$ 85,691	$ 81,266	$ 85,230
	Operating Expense	104,635	93,198	24,999	30,800
	Capital Outlay	5,796	0	0	0
		$ 184,466	$ 178,888	$ 106,265	$ 116,030

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 720,817	$ 836,783	$ 904,736	$ 1,038,132
	Operating Expense	111,680	40,540	48,200	47,150
	Capital Outlay	695	15,635	0	0
		$ 833,192	$ 892,958	$ 952,936	$ 1,085,282
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 913,680	$ 950,327	$ 974,821	$ 1,026,386
	Operating Expense	655,752	927,613	533,500	707,650
	Capital Outlay	3,425	34,868	0	0
		$ 1,572,857	$ 1,912,808	$ 1,508,321	$ 1,734,036
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,807,379	$ 1,835,134	$ 1,923,821	$ 2,010,834
	Operating Expense	1,011,049	1,140,166	926,500	926,000
	Capital Outlay	15,882	0	0	0
		$ 2,834,310	$ 2,975,300	$ 2,850,321	$ 2,936,834
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,367,146	$ 1,295,321	$ 1,463,663	$ 1,523,377
	Operating Expense	1,346,483	1,273,161	1,350,000	1,322,000
	Capital Outlay	0	0	0	0
		$ 2,713,628	$ 2,568,482	$ 2,813,663	$ 2,845,377
Engineering					
44 00	Personnel Services	$ 1,096,256	$ 972,277	$ 1,196,618	$ 1,408,961
	Operating Expense	401,468	244,351	589,150	608,250
	Capital Outlay	0	588	0	0
		$ 1,497,724	$ 1,217,216	$ 1,785,768	$ 2,017,211

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Leisure Services					
45 04	Personnel Services	$ 225,585	$ 314,238	$ 550,468	$ 575,972
	Operating Expense	237,475	296,506	246,850	303,450
	Capital Outlay	0	3,694	0	0
		$ 463,060	$ 614,438	$ 797,318	$ 879,422
Administrative					
60 00	Personnel Services	$ 771,707	$ 843,594	$ 770,000	$ 825,000
	Operating Expense	7,250,127	9,036,268	9,956,491	10,494,140
	Capital Outlay	3,563,596	3,723,664	4,111,052	4,915,918
	Grants and Aid	234,633	662,691	573,000	573,000
	Non-Oper. Transfer	5,090,767	5,762,709	5,859,530	5,339,242
		$ 16,910,830	$ 20,028,926	$ 21,270,073	$ 22,147,301
All Departments					
	Personnel Services	$ 29,800,714	$ 32,025,054	$ 35,978,381	$ 37,169,182
	Operating Expense	14,620,305	17,223,868	18,066,141	19,539,868
	Capital Outlay	3,714,279	3,841,056	4,191,052	4,915,918
	Grants and Aid	234,633	662,691	573,000	573,000
	Non-Oper. Transfer	5,090,767	5,762,709	5,859,530	5,339,242
TOTAL GENERAL FUND EXPENDITURES		**$ 53,460,699**	**$ 59,515,378**	**$ 64,668,104**	**$ 67,537,211**

Fund Title: General | **Department: Commission**
Fund/Division Number: 001-1000 | **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Mayor/Commissioner	1	1	1	1
Commissioners	4	4	4	4
Total Budgeted Staffing Level	5	5	5	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages-Mayor	$ 37,697	$ 40,560	$ 40,560	$ 42,588
1010	Salaries and Wages-Commissioners	115,538	124,800	124,800	131,040
1030	Accrued Compensation	0	0	0	0
2010	FICA	12,307	13,049	14,716	15,348
2020	Retirement Contributions	22,145	22,284	23,175	25,867
2030	Life & Health Insurance	58,086	60,165	62,270	57,833
2035	Dental Insurance	1,719	1,796	1,966	1,522
2040	Workers' Compensation	299	335	182	347
	Total Personnel Services	$ 247,792	$ 262,988	$ 267,669	$ 274,546
Operating Expense					
4010	Car Allowance	$ 27,295	$ 27,000	$ 27,000	$ 27,000
4030	Conferences	11,601	18,146	20,000	20,000
4110	Communications	7,945	7,059	0	0
4120	Freight and Postage	5	0	100	0
4710	Reproduction	0	46	200	0
4810	Advertising	674	570	1,695	1,395
4990	Miscellaneous Expense	814	69	1,500	1,000
5110	Office Supplies	1,120	806	500	1,000
5150	Miscellaneous Equipment	149	260	0	0
5250	Uniforms	0	53	750	500
5410	Books, Pubs, Subscriptions & Mbrshp	806	1,218	1,000	1,850
	Total Operating Expense	$ 50,409	$ 55,228	$ 52,745	$ 52,745
Capital Outlay					
6410	Office Equipment & Machinery	$ 2,927	$ 588	$ 0	$ 0
	Total Capital Outlay	$ 2,927	$ 588	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 301,128**	**$ 318,804**	**$ 320,414**	**$ 327,291**

FY 2026 Proposed Budget

Fund Title: General | **Department: City Manager**
Fund/Division Number: 001-1300 | **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Manager	1	1	1	1
Deputy City Manager	0	0	0	2
Executive Assist/City Manager	1	1	1	1
Administrative Assistant	1	0	0	1
Special Projects Coordinator	1	1	1	1
Community Outreach Manager	0	0	0	1
Director of Real Property & Asset Management	0	0	0	1
CRA Administrator	0	1	1	0
Redevelopment Specialist	2	2	3	0
Redevelopment Assistant	0	1	1	0
Economic Development Manager	1	0	0	0
Marketing Specialist	0	0	0	0
Total Budgeted Staffing Level	7	7	8	8

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 608,327	$ 656,038	$ 723,110	$ 979,452
1030	Accrued Compensation	94,811	11,089	12,000	15,000
1040	Overtime	2,557	0	0	0
2010	FICA Taxes	47,004	46,994	56,649	77,315
2020	Retirement Contributions	100,225	83,628	99,015	196,305
2030	Life & Health Insurance	83,365	82,985	100,632	89,346
2035	Dental Insurance	3,833	3,852	4,763	4,138
2040	Workers' Compensation	1,254	1,432	809	1,989
	Total Personnel Services	$ 941,376	$ 886,017	$ 996,978	$ 1,363,545
Operating Expense					
3490	Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	10,442	6,730	12,000	12,000
4030	Conferences	0	0	0	0
4110	Communications	13,621	12,215	0	0
4120	Freight and Postage	423	90	600	600
4410	Equipment Rental	4,341	2,401	5,000	5,000

Fund Title: General **Department: City Manager**
Fund/Division Number: 001-1300 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4651	Vehicle Parts	0	226	350	350
4660	Equipment Maintenance	0	0	500	500
4675	Software Maintenance	0	0	2,500	2,500
4710	Reproduction	0	0	0	0
4720	Outside Printing	1,355	218	3,000	3,000
4810	Advertising	139	178	4,000	4,000
4990	Miscellaneous Expense	4,340	5,359	6,000	6,000
5110	Office Supplies	2,886	2,848	5,500	5,500
5120	EDP Supplies	153	171	0	0
5150	Misc. Equipment Expense	945	0	0	0
5210	Gas & Oil	696	594	1,200	1,200
5250	Uniforms	327	0	800	800
5410	Books, Pubs, Subscriptions & Mbrshp	5,177	3,113	6,500	6,500
	Total Operating Expense	$ 50,244	$ 39,543	$ 53,350	$ 53,350
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 991,620**	**$ 925,561**	**$ 1,050,328**	**$ 1,416,895**

FY 2026 Proposed Budget

Fund Title: General | **Department: City Attorney**
Fund/Division Number: 001-1400 | **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Attorney	1	1	1	1
Senior Assistant City Attorney	0	0	0	1
Assistant City Attorney	1	1	2	1
Legal Assistant/Paralegal	1	1	1	1
Risk Manager	1	1	1	0
Risk Manager Admin. Specialist	1	1	1	0
Total Budgeted Staffing Level	5	5	6	4

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 484,085	$ 469,315	$ 674,174	$ 553,388
1030	Accrued Compensation	15,923	1,511	3,000	2,000
1040	Overtime	264	0	0	0
2010	FICA Taxes	36,336	36,574	52,217	42,900
2020	Retirement Contributions	78,967	84,004	125,751	109,634
2026	Retirement Contributions/ICMA	0	9,962	9,712	10,198
2030	Life & Health Insurance	53,803	43,953	61,191	41,578
2035	Dental Insurance	2,596	2,154	2,512	2,191
2040	Workers' Compensation	633	638	651	446
	Total Personnel Services	$ 672,607	$ 648,109	$ 929,207	$ 762,335
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	$ 0
3120	Legal Fees	0	0	0	0
3125	Trial Extra Ordinary Services	0	0	0	0
3136	Outside Attorney/Consultants	26,957	55,453	50,000	50,000
3140	Paralegal Fees	0	0	0	0
3490	Contractual Fees	0	750	0	0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	4,703	5,400	5,400	5,400
4020	Travel & Education	3,335	740	5,000	5,000
4030	Conferences	3,472	3,790	5,000	5,000
4110	Communications	8,093	7,109	0	0
4120	Freight and Postage	51	46	100	100
4410	Equipment Rental	1,023	2,582	0	3,000

Fund Title: General **Department: City Attorney**
Fund/Division Number: 001-1400 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4675	Software Maintenance	0	0	0	10,000
4710	Reproduction	2,114	0	2,500	2,500
4720	Outside Printing	0	0	100	500
4810	Advertising	0	725	0	1,000
4947	Wellness	0	0	32,840	0
4990	Miscellaneous Expense	283	135	1,000	1,000
5110	Office Supplies	970	1,925	2,500	2,500
5120	EDP Supplies	0	45	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	5,945	9,645	9,000	9,000
	Total Operating Expense	$ 56,944	$ 88,345	$ 113,440	$ 95,000
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 588	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 588	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 729,551**	**$ 737,042**	**$ 1,042,647**	**$ 857,335**

Fund Title: General **Department: City Clerk**
Fund/Division Number: 001-1600 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Clerk	1	1	1	1
Records Management Coordinator	1	1	1	1
Deputy City Clerk II	0	0	0	1
Deputy City Clerk I	0	0	0	2
Deputy City Clerk/Permit Specialist	3	3	3	0
Total Budgeted Staffing Level	5	5	5	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 297,513	$ 318,311	$ 342,844	$ 367,072
1030	Accrued Compensation	2,700	2,835	2,000	3,500
1040	Overtime	0	269	0	0
2010	FICA Taxes	22,616	24,358	26,794	28,762
2020	Retirement Contributions	51,430	57,376	64,038	73,151
2030	Life & Health Insurance	51,239	52,480	57,172	54,287
2035	Dental Insurance	2,539	2,627	3,027	2,404
2040	Workers' Compensation	554	603	379	741
	Total Personnel Services	$ 428,590	$ 458,859	$ 496,254	$ 529,917
Operating Expense					
3480	Election Fees	$ 0	$ 0	$ 500	$ 500
3490	Contractual Fees	884	1,718	4,750	4,750
3495	Temporary Employee Svcs.	0	7,633	0	0
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	9,699	5,680	12,000	12,000
4110	Communications	5,378	6,731	4,620	4,620
4120	Freight and Postage	3,290	3,067	3,000	2,750
4410	Equipment Rental	3,114	3,145	3,590	3,590
4675	Software Maintenance	0	0	0	0
4710	Reproduction	500	247	500	495
4720	Outside Printing	297	818	400	400
4810	Advertising	710	620	1,350	1,000
4960	Administrative Charges	13,790	8,563	15,000	15,000
4990	Miscellaneous Expenses	0	77	0	0
5110	Office Supplies	2,160	1,728	1,400	1,400

Fund Title: General **Department: City Clerk**
Fund/Division Number: 001-1600 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5120	EDP Supplies	219	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	1,565	1,610	880	1,485
	Total Operating Expense	$ 47,005	$ 47,037	$ 53,890	$ 53,890
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 475,595**	**$ 505,896**	**$ 550,144**	**$ 583,807**

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-2200 | **Division: Human Resources**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Human Resources Manager	1	1	1	1
Assistant Manager	1	1	1	1
Employee Relations Specialist	0	0	1	1
Information System Specialist	0	0	1	1
Human Resources Specialist	0	0	1	1
Human Resources Assistant	0	0	1	1
Risk Manager	0	0	0	1
Risk Management Specialist	0	0	0	1
Human Resources Generalist	1	1	0	0
Human Resources Technician	1	1	0	0
Switchboard Operator	1	1	0	0
Total Budgeted Staffing Level	5	5	6	8

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 353,168	$ 347,970	$ 476,123	$ 639,869
1030	Accrued Compensation	0	15,813	7,500	8,000
1040	Overtime	30,926	12,568	0	0
2010	FICA Taxes	29,056	28,307	36,997	49,975
2020	Retirement Contributions	45,268	61,156	89,809	127,889
2030	Life & Health Insurance	58,621	34,519	67,370	68,458
2035	Dental Insurance	2,563	1,485	2,985	2,842
2040	Workers' Compensation	668	714	532	1,296
	Total Personnel Services	$ 520,269	$ 502,531	$ 681,316	$ 898,329
Operating Expense					
3120	Legal Fees	$ 2,355	$ 61,328	$ 12,500	$ 12,500
3180	Medical Services	33,265	24,786	25,000	25,000
3190	Consultant Fees	1,225	26,522	6,000	6,000
3490	Misc. Contractual Fees	0	776	5,500	5,500
3495	Temporary Employee Svcs.	26,725	137,146	0	0
4010	Car Allowance	4,950	5,400	0	0
4020	Travel and Education	7,438	0	10,000	10,000
4110	Communications	4,285	4,553	0	0
4120	Freight and Postage	16	51	500	500
4410	Equipment Rental	4,471	4,759	4,000	4,000
4651	Vehicle Parts	19	867	0	0
4675	Software Maintenance	0	0	0	7,800

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-2200 | **Division: Human Resources**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4720	Outside Printing	994	0	100	0
4810	Advertising	3,539	0	500	5,000
4850	Service Awards	5,669	10,821	5,000	12,000
4947	Wellness	0	0	0	35,000
4990	Miscellaneous Expenses	3,288	120	2,000	3,500
5110	Office Supplies	7,094	4,450	3,000	3,500
5120	EDP Supplies	389	119	500	500
5150	Misc. Equipment Expense	206	721	500	500
5210	Gas & Oil	370	591	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	2,146	464	4,000	4,000
	Total Operating Expense	$ 108,443	$ 283,474	$ 79,100	$ 135,300
Capital Outlay					
6410	Office Equip & Machinery	$ 2,627	$ 588	$ 0	$ 0
6420	Furniture & Furnishings	0	3,504	0	0
	Total Capital Outlay	$ 2,627	$ 4,092	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 631,339**	**$ 790,097**	**$ 760,416**	**$ 1,033,629**

Fund Title: General | **Department: Financial Services**
Fund/Division Number: 001-2400 | **Division: Finance**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Director of Finance	1	1	1	1
Chief Accountant	1	1	1	1
Accountant	1	1	1	1
Budget Analyst	0	1	1	1
Senior Accounting Analyst III	4	4	4	4
Payroll & Benefits Coordinator	1	1	1	1
Pension Analyst	1	1	1	1
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	10	11	11	11

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 719,970	$ 780,861	$ 892,189	$ 943,015
1030	Accrued Compensation	6,087	65,462	13,000	10,000
1040	Overtime	9,030	12,942	6,000	0
2010	FICA Taxes	54,946	64,511	70,119	73,319
2020	Retirement Contributions	116,789	117,277	117,569	130,489
2030	Life & Health Insurance	109,264	108,172	138,911	136,341
2035	Dental Insurance	5,731	5,141	6,710	7,090
2040	Workers' Compensation	1,411	1,532	1,002	1,906
	Total Personnel Services	$ 1,023,228	$ 1,155,898	$ 1,245,501	$ 1,302,159
Operating Expense					
3490	Misc. Contractual Fees	$ 514	$ 0	$ 0	$ 0
3495	Temporary Employee Svc	0	22,881	0	0
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	14,979	9,829	15,000	15,000
4110	Communications	12,842	10,155	0	0
4120	Freight and Postage	2,713	2,693	3,000	3,000
4660	Equipment Maintenance	0	0	3,000	3,000
4720	Outside Printing	0	0	1,500	1,500
4810	Advertising	3,034	2,259	3,100	3,100
4960	Administrative Charges	10,428	7,394	15,000	15,000
4990	Miscellaneous Expenses	5,295	5,464	5,000	5,000
5110	Office Supplies	2,657	3,299	5,000	5,000
5120	EDP Supplies	3,305	1,874	5,000	5,000
5410	Books,Pubs,Subscriptions & Mbrshp	4,380	2,587	4,500	4,500
	Total Operating Expense	$ 65,546	$ 73,836	$ 65,500	$ 65,500

Fund Title: General | **Department: Financial Services**
Fund/Division Number: 001-2400 | **Division: Finance**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,088,774**	**$ 1,229,733**	**$ 1,311,001**	**$ 1,367,659**

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-2500 | **Division: Information Technology**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
IT Network Administrator	1	1	0	1
IT Systems Administrator	0	0	0	1
IT Support Division Manager	0	0	1	1
Systems Analyst II	1	1	2	2
Systems Analyst I	2	2	2	1
GIS DIvision Manager	0	1	1	1
GIS Analyst II	1	1	1	1
ERP Business Systems Administrator	1	1	1	1
ERP Business Systems Analyst	1	1	1	1
IT Communications & Marketing Div. Manager	0	1	1	1
IT Media Specialist	1	1	1	1
Executive Assistant	0	1	1	1
Deputy City Manager/Dir. Of Admin. Serv.	0	1	1	0
GIS Analyst I	1	1	0	0
Administrative Assistant	1	0	0	0
IT Communications Specialist	1	0	0	0
IT Director	1	0	0	0
Total Budgeted Staffing Level	12	13	13	13

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 553,332	$ 751,550	$ 1,180,154	$ 1,126,189
1030	Accrued Compensation	12,830	7,516	10,000	10,000
1040	Overtime	35,657	50,562	15,000	15,000
2010	FICA Taxes	43,480	60,047	92,607	88,066
2020	Retirement Contributions	100,594	140,834	223,797	227,245
2030	Life & Health Insurance	101,195	113,212	170,668	154,702
2035	Dental Insurance	4,724	5,163	7,821	7,597
2040	Workers' Compensation	1,315	1,376	1,326	2,302
	Total Personnel Services	$ 853,127	$ 1,130,261	$ 1,701,373	$ 1,631,100
Operating Expense					
3190	Consultant Fees	$ 88,171	$ 129,090	$ 224,000	$ 224,000
3490	Misc. Contractual Fees	4,315	8,225	1,000	3,000
3495	Temporaty Employee Services	48,454	51,268	0	0
4010	Car Allowance	4,083	0	5,400	5,400
4020	Travel and Education	16,780	23,599	25,000	25,000
4110	Communications	25,564	27,147	300,000	300,000

Fund Title: General **Department: Administrative Services**
Fund/Division Number: 001-2500 **Division: Information Technology**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4120	Freight and Postage	39	36	500	500
4410	Equipment Rental	2,068	433	20,000	20,000
4651	Vehicle Parts	711	4,268	0	0
4660	Equipment Maintenance	249	0	500	500
4670	Computer Maintenance	5,181	13,244	30,000	30,000
4675	Software Maintenance	631,194	781,403	840,000	936,000
4710	Reproduction	0	0	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	7,976	17,595	15,000	15,000
4990	Miscellaneous Expenses	3,334	4,595	1,500	1,500
5110	Office Supplies	1,144	1,410	1,200	1,200
5120	EDP Supplies	8,009	7,436	9,950	9,950
5150	Miscellaneous Equipment	7	1,097	0	0
5210	Gas & Oil	16	119	325	325
5250	Uniforms	0	1,260	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	703	2,108	500	1,000
	Total Operating Expense	$ 847,998	$ 1,074,332	$ 1,474,875	$ 1,573,375
Capital Outlay					
6410	Office Equip & Machinery	$ 6,023	$ 2,724	$ 0	$ 0
6420	Furniture & Furnishings	9,253	0	0	0
6490	SBITA	0	0	80,000	0
	Total Capital Outlay	$ 15,276	$ 2,724	$ 80,000	$ 0
	TOTAL APPROPRIATIONS	**$ 1,716,401**	**$ 2,207,316**	**$ 3,256,248**	**$ 3,204,475**

Fund Title: General | **Department: Financial Services**
Fund/Division Number: 001-2600 | **Division: Purchasing**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Purchasing Manager	1	1	1	1
Purchasing Agent	2	2	2	2
Purchasing Specialist	1	1	1	1
Total Budgeted Staffing Level	4	4	4	4

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 241,597	$ 200,160	$ 265,075	$ 274,965
1030	Accrued Compensation	11,540	2,329	4,000	3,500
1040	Overtime	1,348	1,791	0	0
2010	FICA Taxes	19,312	15,571	20,584	21,303
2020	Retirement Contributions	33,511	36,415	49,967	54,969
2030	Life & Health Insurance	28,641	19,642	30,693	21,020
2035	Dental Insurance	1,117	765	1,256	1,276
2040	Workers' Compensation	463	510	296	557
	Total Personnel Services	$ 337,528	$ 277,183	$ 371,871	$ 377,589
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	44,544	0	0
4020	Travel and Education	2,205	1,370	7,000	7,000
4110	Communications	3,578	4,832	0	0
4120	Freight and Postage	660	10	1,500	1,500
4410	Equipment Rental	3,530	3,900	5,000	5,000
4651	Vehicle Parts	0	0	100	0
4810	Advertising	8,806	5,386	6,000	6,500
4990	Miscellaneous Expenses	1,623	818	1,500	1,500
5110	Office Supplies	3,237	1,395	3,000	3,000
5120	EDP Supplies	45	0	150	150
5210	Gas & Oil	0	42	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	1,725	1,697	2,000	2,000
	Total Operating Expense	$25,409	$63,996	$26,750	$27,150
Capital Outlay					
6410	Office Equipment & Machinery	$ 3,391	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 3,391	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 366,328**	**$ 341,179**	**$ 398,621**	**$ 404,739**

Fund Title: General | **Department: Community & Economic Development**
Fund/Division Number: 001-2800 | **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level					
	Community & Economic Development Director	0	0	0	1
	Redevelopment Specialist	0	0	0	3
	Redevelopment Assistant	0	0	0	1
	Grants Division Manger	0	0	0	0
	Grants Writer	0	0	0	0
	Grants Reporting Specialist	0	0	0	0
	Community Resource Specialist	0	0	0	0
	Environmental Specialist/Admin. Assistant	0	0	0	0
	Total Budgeted Staffing Level	0	0	0	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 0	$ 0	$ 404,163
1030	Accrued Compensation	0	0	0	4,500
1040	Overtime	0	0	0	0
2010	FICA Taxes	0	0	0	31,676
2020	Retirement Contributions	0	0	0	80,670
2030	Life & Health Insurance	0	0	0	51,315
2035	Dental Insurance	0	0	0	3,143
2040	Workers' Compensation	0	0	0	817
	Total Personnel Services	$ 0	$ 0	$ 0	$ 576,284
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	0	0	0	12,500
4110	Communications	0	0	0	0
4010	Car Allowance	0	0	0	5,400
4120	Freight and Postage	0	0	0	0
4410	Equipment Rental	0	0	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	0	0	0	0
4990	Miscellaneous Expenses	0	0	0	0
5110	Office Supplies	0	0	0	6,500
5120	EDP Supplies	0	0	0	0
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	0	1,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	5,000
	Total Operating Expense	$0	$0	$0	$30,400

Fund Title: General **Department: Community & Economic Development**
Fund/Division Number: 001-2800 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 0**	**$ 0**	**$ 606,684**

Fund Title: General | **Department: Financial Services**
Fund/Division Number: 001-2805 | **Division: Grants Administration**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level					
	Grants Division Manger	0	0	0	1
	Grants Writer	0	0	0	1
	Grants Reporting Specialist	0	0	0	1
	Community Resource Specialist	0	0	0	1
	Environmental Specialist/Admin. Assistant	0	0	0	1
	Total Budgeted Staffing Level	0	0	0	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 0	$ 0	$ 357,701
1030	Accrued Compensation	0	0	0	500
1040	Overtime	0	0	0	0
2010	FICA Taxes	0	0	0	27,402
2020	Retirement Contributions	0	0	0	70,709
2030	Life & Health Insurance	0	0	0	51,644
2035	Dental Insurance	0	0	0	2,191
2040	Workers' Compensation	0	0	0	716
	Total Personnel Services	$ 0	$ 0	$ 0	$ 510,863
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	0	0	0	7,500
4120	Freight and Postage	0	0	0	500
4410	Equipment Rental	0	0	0	1,000
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	0	0	0	0
4990	Miscellaneous Expenses	0	0	0	2,500
5110	Office Supplies	0	0	0	2,000
5120	EDP Supplies	0	0	0	0
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	0	500
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	1,000
	Total Operating Expense	$0	$0	$0	$15,000
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 0**	**$ 0**	**$ 525,863**

Fund Title: General **Department: Planning**
Fund/Division Number: 001-2901 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Senior Planner	1	1	1	1
Planner	1	1	1	1
Senior Planner/Historic Preservation Officer	1	1	1	1
Planning & Development Administrator	1	1	1	1
Principal Planner	0	0	0	1
Growth Management Coordinator	1	1	1	0
Total Budgeted Staffing Level	7	7	7	7

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 479,996	$ 516,011	$ 569,973	$ 620,884
1030	Accrued Compensation	3,249	5,508	6,000	3,500
1040	Overtime	0	1,434	0	0
2010	FICA Taxes	36,422	39,189	44,475	48,178
2020	Retirement Contributions	82,779	92,791	106,958	123,253
2030	Life & Health Insurance	71,378	75,791	84,262	89,818
2035	Dental Insurance	2,947	3,178	3,640	3,704
2040	Workers' Compensation	901	970	634	1,278
	Total Personnel Services	$ 677,672	$ 734,872	$ 815,941	$ 890,616
Operating Expense					
3140	Contractual Planning	$ 0	$ 0	$ 40,000	$ 60,000
3490	Contractual Fees	0	0	1,000	0
4010	Car Allowance	6,450	5,400	5,400	5,400
4020	Travel and Education	1,490	1,844	6,000	6,000
4110	Communications	7,611	6,798	0	0
4120	Freight and Postage	1,566	1,060	3,000	1,500
4410	Equipment Rental	7,649	6,242	7,500	7,000
4651	Vehicle Parts	0	0	500	500
4720	Outside Printing	131	325	1,000	500
4810	Advertising	27,481	23,609	30,000	30,000
4990	Miscellaneous Expenses	750	870	1,000	1,000
5110	Office Supplies	1,500	3,185	4,000	4,000
5120	EDP Supplies	115	87	500	200
5210	Gas and Oil	124	96	500	500
5232	Other Supplies	0	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	1,250	1,708	6,000	5,000
	Total Operating Expense	$ 56,117	$ 51,224	$ 106,900	$ 122,100

Fund Title: General **Department: Planning**
Fund/Division Number: 001-2901 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Machinery	$ 1,390	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 1,390	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 735,178**	**$ 786,096**	**$ 922,841**	**$ 1,012,716**

Fund Title: General | **Department: Community Response**
Fund/Division Number: 001-2903 | **Division: Code Enforcement**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Director of Community Response	1	1	1	1
Deputy Director of Community Response	0	0	0	1
Senior Code Enforcement Officer	1	1	1	1
Code Enforcement Officer	4	3	3	4
Code Enforcement/ParkingSpecialist (PT)	1	1	1	1
Executive Assistant	1	1	1	1
Admimistrative Assistant II	1	1	1	0
Admimistrative Assistant I	0	0	1	1
Animal Control Officer	4	5	5	4
Code Compliance Supervisor	1	1	1	0
Animal Shelter Administrator	1	0	0	0
Total Budgeted Staffing Level	15	14	15	14

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 658,945	$ 685,417	$ 841,931	$ 812,867
1030	Accrued Compensation	5,962	13,249	7,000	3,500
1040	Overtime	96,622	83,245	10,000	10,000
2010	FICA Taxes	56,904	58,121	66,121	63,630
2020	Retirement Contributions	125,342	134,268	159,503	163,125
2030	Life & Health Insurance	124,558	125,577	160,010	147,838
2035	Dental Insurance	5,112	5,171	6,862	6,484
2040	Workers' Compensation	19,761	21,625	14,559	20,239
	Total Personnel Services	$ 1,093,205	$ 1,126,673	$ 1,265,987	$ 1,227,683
Operating Expense					
3440	Demolition	$ 100	$ 0	$ 2,500	$ 2,500
3449	Nuisance Abatement	4,349	10,827	25,000	25,000
3490	Contractual Fees	45,454	9,905	7,000	15,000
3492	Spay/Neuter Vouchers	8,306	0	0	0
3495	Temp Employee Svc	735	23,267	0	0
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	4,884	7,069	8,000	8,000
4110	Communications	23,035	19,834	0	0
4120	Freight and Postage	18,974	16,812	15,000	15,000
4410	Equipment Rental	2,965	5,416	5,000	5,000
4650	Vehicle Maintenance	32	940	500	500
4651	Vehicle Parts	5,534	3,961	5,000	5,000
4675	Software Maintenance	1,047	0	0	25,000
4720	Outside Printing	1,417	2,610	2,000	2,000

Fund Title: General | **Department: Community Response**
Fund/Division Number: 001-2903 | **Division: Code Enforcement**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4810	Advertising	276	955	500	1,000
4960	Administrative Fees	61,895	82,864	60,000	60,000
4990	Miscellaneous Expenses	2,161	1,954	2,000	2,000
5110	Office Supplies	1,333	3,764	5,000	5,000
5120	EDP Supplies	0	318	0	0
5150	Miscellaneous Equipment	2,590	300	1,000	2,500
5210	Gas and Oil	20,892	18,143	20,000	20,000
5221	Animal Control Supplies	746	7,108	0	1,500
5222	Animal Care & Services	2,216	1,154	0	0
5223	Medical/Pharmaceutical Supplies	393	0	0	0
5224	Animal Registrations	0	0	0	500
5231	Safety Supplies	0	0	500	500
5232	Other Supplies	1,728	1,652	2,000	2,500
5250	Uniforms	4,047	2,601	2,500	2,500
5253	Clean & Safe Initiative	213,280	160,210	250,000	250,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,330	974	1,500	2,500
	Total Operating Expense	$ 435,118	$ 388,038	$ 420,400	$ 458,900
Capital Outlay					
6410	Equipment & Machinery	$ 1,433	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	2,273	3,134	0	0
	Total Capital Outlay	$ 3,706	$ 3,134	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,532,029**	**$ 1,517,846**	**$ 1,686,387**	**$ 1,686,583**

Fund Title: General **Department: Police**
Fund/Division Number: 001-3000 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Chief of Police	1	1	1	1
Deputy Chief of Police	2	2	2	2
Police Major	1	1	2	2
Captian	0	0	2	2
Lieutenant	7	7	7	7
Sergeant	15	15	18	18
Police Officer	101	109	103	103
Public Information Officer	1	1	1	1
Comm. Service Officers	5	5	5	6
Crime Scene Investigator	3	3	3	3
Crime Analyst	3	3	3	4
Evidence Technician	1	1	1	1
Accreditation Specialist	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	3	3	3	3
Grant Writer	1	1	1	1
Records Specialists	4	4	4	5
Records Supervisor	1	1	1	1
School Crossing Guard (p/t)	8	8	8	8
Senior Accounting Clerk	1	1	3	3
Information System Administrator	1	1	1	1
Information Systems Analyst II	1	1	1	1
Information Systems Analyst I	1	1	1	1
Digital Evidence Specialist II	1	1	1	1
Digital Evidence Specialist I	1	1	1	1
Police Payroll Specialist	1	1	1	0
Total Budgeted Staffing Level	166	174	176	178

Fund Title: General **Department: Police**
Fund/Division Number: 001-3000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 9,631,981	$ 10,938,152	$ 12,787,242	$ 11,722,251
1020	Incentive Pay	287,784	156,706	80,000	100,000
1030	Accrued Compensation	178,558	336,930	60,000	75,000
1040	Overtime	861,319	875,586	400,000	500,000
1050	Holiday Overtime	450,427	188,192	200,000	200,000
2010	FICA Taxes	845,915	932,221	1,034,834	963,690
2020	Retirement/General	291,906	325,161	396,060	413,302
2025	Retirement/Police Officers	1,188,391	1,604,528	1,829,169	1,961,419
2026	Retirement/ICMA	26,569	26,305	22,500	0
2030	Life & Health Insurance	1,753,293	1,815,050	2,118,732	1,929,240
2035	Dental Insurance	76,939	79,121	93,971	84,400
2040	Workers' Compensation	435,634	430,348	318,383	381,021
	Total Personnel Services	$ 16,028,716	$ 17,708,299	$ 19,340,892	$ 18,330,323
Operating Expense					
3130	Professional Services	$ 21,255	$ 27,128	$ 30,000	$ 35,000
3180	Medical Services	0	0	5,500	5,500
3190	Consultant Fees	3,240	902	10,000	10,000
3490	Misc. Contractual Fees	18,475	3,009	0	4,000
3510	Crime Lab	167,736	193,549	225,000	248,458
3530	Investigative Supplies	27,368	28,733	30,000	38,000
4020	Travel & Eduation	0	1,632	0	0
4110	Communications	261,839	254,570	250,000	376,260
4120	Freight & Postage	4,324	3,761	5,500	5,500
4310	Utilities	123,987	101,742	110,000	110,000
4410	Equipment Rental	22,417	28,449	25,000	35,000
4420	Vehicle Rental & Towing	10,848	12,587	17,000	17,000
4430	Equipment Lease	0	0	10,000	0
4610	Building Maintenance	6,696	14,448	10,000	20,000
4650	Vehicle Maintenance	66,229	84,680	40,000	50,000
4651	Vehicle Parts	48,583	66,856	60,000	50,000
4652	Tires, Tubes & Batteries	30,978	32,542	30,000	30,000
4660	Equipment Maintenance	5,867	7,371	22,000	22,000
4670	Computer Maintenance	5,793	16,128	10,000	20,000
4675	Software Maintenance	116,416	194,894	175,000	300,000
4680	Radio Maintenance	3,329	9,117	20,000	20,000

Fund Title: General **Department: Police**
Fund/Division Number: 001-3000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4720	Outside Printing	8,333	12,493	10,000	10,000
4820	Crime Prevention	6,995	3,470	8,000	10,000
4830	Public Relations	31,783	36,970	25,000	35,000
4930	Citizen Volunteer Program	492	0	2,500	2,500
4980	Contingency	50,000	50,000	10,000	50,000
4990	Miscellaneous Expenses	9,324	5,444	5,000	5,000
5110	Office Supplies	17,862	22,486	15,000	20,000
5120	EDP Supplies	10,049	8,277	11,000	11,000
5150	Misc. Equipment Exp.	6,714	5,668	5,000	10,000
5210	Gas and Oil	427,676	421,730	450,000	450,000
5220	K-9 Operations	20,350	20,630	25,000	30,000
5230	Cleaning Supplies	253	118	1,500	1,500
5232	Other Supplies	2,091	1,987	3,000	3,000
5250	Uniforms	143,473	207,892	150,000	200,000
5251	Military Supplies	22,511	65,849	82,500	90,000
5410	Books,Pubs,Subscriptions & Mbrshp	14,131	4,734	8,000	8,000
5420	Educ Reimbursement	2,994	13,647	7,000	10,000
5430	Law Enforcement Educ	37,995	43,523	40,000	75,000
	Total Operating Expense	$ 1,758,404	$ 2,007,013	$ 1,943,500	$ 2,417,718
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Improvements Other Than Bldg.	0	0	0	0
6410	Office Equip & Machinery	12,042	3,829	0	0
6420	Furniture & Furnishings	0	5,713	0	0
6440	Vehicles	82,241	41,938	0	0
8392	Special Events	1,286	0	0	0
	Total Capital Outlay	$ 95,569	$ 51,479	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 17,882,689**	**$ 19,766,791**	**$ 21,284,392**	**$ 20,748,041**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4001 | **Division: Director's Office**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	1	1	1	1

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 48,967	$ 59,169	$ 54,622	$ 57,353
1030	Accrued Compensation	1,089	1,200	1,300	1,300
1040	Overtime	1,112	0	0	0
2010	FICA Taxes	3,879	4,564	4,278	4,487
2020	Retirement Contributions	8,769	9,589	10,385	11,578
2030	Life & Health Insurance	10,114	10,994	10,198	10,395
2035	Dental Insurance	0	53	421	0
2040	Workers' Compensation	105	122	62	117
	Total Personnel Services	$ 74,035	$ 85,691	$ 81,266	$ 85,230
Operating Expense					
3490	Contractual Fees	$ 0	$ 535	$ 2,500	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	3,852	1,600	5,500	10,000
4110	Communications	80,939	78,877	0	0
4120	Freight and Postage	28	39	100	100
4410	Equipment Rental	3,345	3,328	5,000	4,500
4675	Software Maintenance	0	0	0	0
4810	Advertising	4,735	337	2,200	2,000
4990	Miscellaneous Expenses	2,945	366	500	2,500
5110	Office Supplies	2,989	3,277	4,000	4,000
5120	EDP Supplies	30	49	1,000	100
5150	Miscellaneous Equipment	149	0	0	0
5210	Gas and Oil	2,023	2,073	2,200	2,100
5231	Safety Supplies	927	875	1,000	1,500
5232	Other Supplies	2,111	1,543	500	1,000
5410	Books,Pubs,Subscriptions & Mbrshp	563	300	500	3,000
	Total Operating Expense	$104,635	$93,198	$24,999	$30,800
Capital Outlay					
6410	Office Equip & Machinery	$ 2,815	$ 0	$ 0	$ 0
6430	Heavy Equipment	2,981	0	0	0
	Total Capital Outlay	$ 5,796	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 184,466**	**$ 178,888**	**$ 106,265**	**$ 116,030**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4003 | **Division: Fleet Maintenance**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Fleet Manager	1	1	1	1
Garage Foreman	1	1	1	1
Auto Mechanic	4	4	4	4
Diesel Mechanic	1	1	1	1
Master Mechanic	2	2	2	2
Senior Storekeeper	1	1	1	1
Service Advisor	0	0	0	1
Total Budgeted Staffing Level	10	10	10	11

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 449,672	$ 509,924	$ 613,385	$ 686,649
1030	Accrued Compensation	2,664	4,354	5,000	6,500
1040	Overtime	45,036	67,326	7,000	7,500
2010	FICA Taxes	36,767	43,062	47,842	53,600
2020	Retirement Contributions	71,715	81,330	91,077	125,594
2030	Life & Health Insurance	94,551	108,650	123,130	134,033
2035	Dental Insurance	4,552	4,548	6,296	6,125
2040	Workers' Compensation	15,858	17,587	11,007	18,130
	Total Personnel Services	$ 720,817	$ 836,783	$ 904,736	$ 1,038,132
Operating Expense					
3490	Contractual Fees	$ 1,256	$ 4,932	$ 5,000	$ 4,500
3495	Temporary Employee Services	17,311	0	0	0
4020	Travel and Education	2,695	0	3,500	0
4410	Equipment Rental	1,796	1,231	3,000	2,750
4651	Vehicle Parts	33,974	12,128	4,700	12,000
4652	Tires, Tubes, & Batteries	24,474	0	0	500
4660	Equipment Maintenance	46	1,459	1,500	1,500
4990	Miscellaneous Expenses	1,809	410	1,000	1,000
5120	EDP Supplies	0	157	250	150
5150	Miscellaneous Equipment Expense	47	0	0	0
5210	Gas and Oil	11,262	4,856	13,000	7,500
5230	Cleaning Supplies	0	298	750	750
5231	Safety Supplies	612	1,039	1,000	1,500
5232	Other Supplies	8,787	5,098	5,000	5,000
5250	Uniforms	6,114	7,084	7,000	7,500
5260	Expendable Tools	995	1,847	2,000	2,000
5410	Books,Pubs,Subscriptions & Mbrshp	503	0	500	500
	Total Operating Expense	$ 111,680	$ 40,540	$ 48,200	$ 47,150

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4003 | **Division: Fleet Maintenance**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Mach.	$ 695	$ 0	$ 0	$ 0
6440	Other Equipment	0	15,635	0	0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 695	$ 15,635	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 833,192**	**$ 892,958**	**$ 952,936**	**$ 1,085,282**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4004 | **Division: Facilities Maintenance**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Facilities Administrative Assistant	0	0	0	1
Foreman II	1	1	1	1
Electrician	1	1	1	1
Facilities Maint Technician	3	3	3	2
Facilities Maint Technician Asst.	3	3	3	3
Facilities Maint Repair Worker	3	3	3	3
Total Budgeted Staffing Level	12	12	12	12

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 542,917	$ 575,726	$ 624,334	$ 658,024
1030	Accrued Compensation	4,297	10,763	4,000	5,500
1040	Overtime	59,311	45,095	7,000	7,500
2010	FICA Taxes	44,711	46,706	48,603	51,333
2020	Retirement Contributions	93,193	105,160	117,982	132,460
2030	Life & Health Insurance	139,707	135,815	148,533	143,466
2035	Dental Insurance	6,257	5,973	6,657	6,510
2040	Workers' Compensation	23,286	25,089	17,712	21,593
	Total Personnel Services	$ 913,680	$ 950,327	$ 974,821	$ 1,026,386
Operating Expense					
3490	Contractual Fees	$ 205,615	$ 275,038	$ 250,000	$ 350,000
3495	Temporary Employee Services	105,099	121,122	0	15,000
4020	Travel & Education	0	0	0	1,500
4410	Equipment Rental	3,193	6,214	2,000	4,000
4610	Building Maintenance	7,981	55,596	25,000	70,000
4620	Building Repair Supplies	229,448	368,230	150,000	150,000
4630	Air Condition Maintenance	10,377	9,034	15,000	15,000
4651	Vehicle Parts	8,506	2,994	5,000	5,000
4652	Tires, Tubes & Batteries	8,711	170	0	1,000
4680	Radio Maintenance	0	0	0	1,000
4990	Miscellaneous Expenses	548	56	0	150
5110	Office Supplies	0	0	0	1,000
5210	Gas and Oil	24,140	21,277	25,000	23,000
5230	Cleaning Supplies	37,670	44,633	40,000	50,000
5231	Safety Supplies	1,143	1,266	1,500	1,500
5232	Other Supplies	5,217	6,634	5,000	4,000
5250	Uniforms	1,291	6,936	2,000	3,000
5260	Expendable Tools	2,317	1,125	3,000	2,500

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4004 | **Division: Facilities Maintenance**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5310	Paint and Sign Supplies	4,395	7,288	10,000	10,000
5410	Books,Pubs,Subscriptions & Mbrshp	102	0	0	0
	Total Operating Expense	$ 655,752	$ 927,613	$ 533,500	$ 707,650
Capital Outlay					
6320	Other Improvements	$ 3,425	$ 15,806	$ 0	$ 0
6445	Other Equipment	0	19,062	0	0
	Total Capital Outlay	$ 3,425	$ 34,868	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,572,857**	**$ 1,912,808**	**$ 1,508,321**	**$ 1,734,036**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4005 | **Division: Parks & Grounds**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	5	5	5	4
Equipment Operator III	2	2	2	2
Equipment Operator II	2	2	2	2
Maintenance Worker	5	5	5	5
Chief Tree Trimmer	1	1	1	1
Tree Trimmer	1	1	1	1
Ground Maintenance Specialist	6	6	6	6
Irrigation Specialist	0	0	0	2
Chief Irrigation Specialist	1	1	1	0
Total Budgeted Staffing Level	25	25	25	25

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,092,916	$ 1,167,539	$ 1,257,374	$ 1,303,494
1030	Accrued Compensation	633	2,454	6,000	3,500
1040	Overtime	126,137	64,317	30,000	25,000
2010	FICA Taxes	90,198	91,827	98,943	101,898
2020	Retirement Contributions	173,160	186,287	205,398	242,162
2030	Life & Health Insurance	262,995	256,469	276,141	281,157
2035	Dental Insurance	13,001	13,599	14,915	13,664
2040	Workers' Compensation	48,339	52,641	35,050	39,960
	Total Personnel Services	$ 1,807,379	$ 1,835,134	$ 1,923,821	$ 2,010,834
Operating Expense					
3490	Contractual Fees	$ 136,563	$ 152,357	$ 175,000	$ 200,000
3495	Temporary Employee Services	233,954	345,245	60,000	30,000
4020	Travel and Education	2,815	810	3,000	8,000
4310	Utilities	384,949	399,643	400,000	400,000
4410	Equipment Rental	2,974	2,280	3,500	4,000
4650	Vehicle Maintenance	201	546	500	500
4651	Vehicle Parts	38,308	42,412	40,000	40,000
4652	Tire, Tubes & Batteries	13,802	1,044	0	2,500
4990	Miscellaneous Expenses	479	423	500	500
5210	Gas and Oil	87,642	72,785	88,000	75,000
5231	Safety Supplies	3,372	2,902	3,000	3,000
5232	Other Supplies	30,170	20,957	40,000	40,000
5241	Horticultural Supplies	24,183	36,065	40,000	50,000
5242	Chemicals	9,600	4,140	15,000	10,000

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4005 | **Division: Parks & Grounds**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5250	Uniforms	1,621	8,354	2,500	7,000
5270	Parks Supplies	39,517	49,777	55,000	55,000
5410	Books,Pubs,Subscriptions & Mbrshp	901	428	500	500
	Total Operating Expense	$ 1,011,049	$ 1,140,166	$ 926,500	$ 926,000
Capital Outlay					
6430	Heavy Equipment	$ 15,882	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 15,882	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,834,310**	**$ 2,975,300**	**$ 2,850,321**	**$ 2,936,834**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4006 | **Division: Streets**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	2	2	2	2
Equipment Operator IV	1	1	1	1
Equipment Operator III	6	6	6	6
Maintenance Repair Worker	4	4	4	4
Maintenance Worker	2	2	2	2
Sign Maintenance Technician	1	1	1	1
Total Budgeted Staffing Level	18	18	18	18

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 753,072	$ 732,009	$ 918,032	$ 966,186
1030	Accrued Compensation	24,839	38,698	6,000	4,500
1040	Overtime	113,321	69,119	35,000	35,000
2010	FICA Taxes	66,287	62,540	73,366	76,935
2020	Retirement Contributions	134,311	129,433	154,168	171,818
2030	Life & Health Insurance	176,775	157,447	196,541	182,713
2035	Dental Insurance	7,705	6,871	8,342	8,284
2040	Workers' Compensation	90,836	99,204	72,215	77,941
	Total Personnel Services	$ 1,367,146	$ 1,295,321	$ 1,463,663	$ 1,523,377
Operating Expense					
3490	Contractual Fees	$ 20,388	$ 17,191	$ 50,000	$ 30,000
3495	Temporary Employee Services	57,851	84,089	0	0
4020	Travel & Education	2,526	0	7,500	5,000
4110	Communications	0	1,701	0	0
4310	Utilities	490,171	302,547	425,000	425,000
4320	Street Light Energy	501,381	634,698	575,000	575,000
4410	Equipment Rental	3,314	26,411	25,000	25,000
4651	Vehicle Parts	46,409	36,298	30,000	40,000
4652	Tires, Tubes & Batteries	16,677	678	0	2,500
4990	Miscellaneous Expenses	941	3,497	3,500	3,500
5210	Gas and Oil	57,846	49,075	58,500	50,000
5231	Safety Supplies	2,973	2,777	3,000	3,000
5232	Other Supplies	3,985	5,316	3,500	6,000
5242	Chemicals	0	0	2,500	1,000
5250	Uniforms	939	6,258	1,500	2,500
5260	Expendable Tools	3,389	4,986	5,000	3,000
5310	Paint & Sign Supplies	8,429	21,248	35,000	12,000
5330	Surface Patching	48,197	37,894	45,000	18,000

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4006 | **Division: Streets**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5340	Street Supplies	50,493	32,363	50,000	50,000
5350	Sidewalk/Curb Supplies	30,574	6,132	30,000	30,000
5360	Stormwater Maintenance Supplies	0	0	0	40,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	500
	Total Operating Expense	$ 1,346,483	$ 1,273,161	$ 1,350,000	$ 1,322,000
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,713,628**	**$ 2,568,482**	**$ 2,813,663**	**$ 2,845,377**

Fund Title: General **Department: Engineering**
Fund/Division Number: 001-4400 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Engineer	1	1	0	1
Asst. City Engineer/Manager	1	1	1	1
Stormwater Engineer Supervisor	1	1	1	1
Project Engineer	1	1	2	2
Chief Design Drafter	1	1	1	1
Engineering Inspector Supervisor	1	1	1	1
SMU Technical Assistant/GIS	1	1	1	1
Executive Assistant	1	1	1	1
Traffic Operations Administrator	1	1	1	1
Engineering Services Specialist	0	1	1	1
Total Budgeted Staffing Level	9	10	10	11

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 748,134	$ 703,713	$ 835,238	$ 993,073
1030	Accrued Compensation	53,532	2,005	4,000	3,500
1040	Overtime	0	0	5,000	5,000
2010	FICA Taxes	59,293	51,758	64,584	77,446
2020	Retirement Contributions	91,902	83,831	133,787	169,486
2030	Life & Health Insurance	122,891	110,142	129,393	130,510
2035	Dental Insurance	5,123	4,534	5,573	5,591
2040	Workers' Compensation	15,381	16,293	19,041	24,356
	Total Personnel Services	$ 1,096,256	$ 972,277	$ 1,196,618	$ 1,408,961
Operating Expense					
3490	Contractual Fees	$ 103,037	$ 124,055	$ 185,000	$ 190,000
3492	FDOT/Closed Loop	228,441	79,493	275,000	285,000
4010	Car Allowance	10,800	9,000	5,400	10,800
4020	Travel and Education	0	480	1,000	1,000
4110	Communications	14,655	11,680	0	0
4120	Freight and Postage	470	123	500	500

Fund Title: General **Department: Engineering**
Fund/Division Number: 001-4400 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4410	Equipment Rental	3,879	5,230	8,000	8,000
4650	Vehicle Maintenance	0	0	500	500
4651	Vehicle Parts	0	0	1,500	500
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	331	500	500
4810	Advertising	206	2,100	500	500
4990	Miscellaneous Expenses	1,213	1,624	1,000	100
5110	Office Supplies	4,133	3,351	4,300	4,500
5120	EDP Supplies	407	454	1,000	100
5210	Gas and Oil	4,496	3,398	4,700	4,500
5231	Safety Supplies	0	0	0	500
5232	Other Supplies	(42)	0	0	0
5250	Uniforms	0	514	0	1,000
5260	Expendable Tools	0	0	0	0
5320	Traffic Signal Materials	27,696	2,318	100,000	100,000
5410	Books,Pubs,Subscriptions & Mbrshp	2,078	200	250	250
	Total Operating Expense	$ 401,468	$ 244,351	$ 589,150	$ 608,250
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 588	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 588	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,497,724**	**$ 1,217,216**	**$ 1,785,768**	**$ 2,017,211**

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-4504 | **Division: Leisure Services**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Leisure Services Manager	0	0	1	1
Special Events Permit Coordinator	0	0	0	1
Reservation Specialist	0	0	0	1
Programs Coordinator	0	0	0	1
Programs Specialist	0	0	0	1
Tram Operator (PT)	2	2	2	1
Recreation Programs Aide (PT)	0	0	0	1
Facilities Program Specialist	2	2	4	0
Recreation Coordinator	1	1	0	0
Recreation Specialist	1	1	0	0
Total Budgeted Staffing Level	6	6	7	7

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 145,937	$ 195,205	$ 377,970	$ 395,212
1030	Accrued Compensation	2,485	20,129	1,500	2,500
1040	Overtime	928	6,683	0	0
2010	FICA Taxes	10,925	16,516	29,029	30,425
2020	Retirement Contributions	25,557	33,734	59,409	78,508
2030	Life & Health Insurance	34,666	36,202	76,160	62,154
2035	Dental Insurance	1,342	1,180	2,801	2,592
2040	Workers' Compensation	3,744	4,590	3,598	4,582
	Total Personnel Services	$ 225,585	$ 314,238	$ 550,468	$ 575,972
Operating Expense					
3490	Contractual Services	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	43,415	10,760	30,000	0
4020	Travel & Education	0	0	0	7,500
4110	Communications	23,241	29,485	0	0
4120	Postage & Freight	125	10	0	100
5441	Equipment Rental	0	0	0	5,000
4540	Insurance/Liability & Property	3,625	5,908	0	10,000
4560	Insurance/Special Events	14,435	8,135	18,000	16,500
4610	Building Maintenance	3,080	3,240	5,000	5,000
4611	Janitorial Services	(14,752)	51,915	15,000	30,000
4620	Building Supplies	4,471	500	500	1,000
4651	Vehicle Parts	10	0	1,000	500
4675	Software Maintenance	418	0	1,000	1,000
4810	Advertising	0	0	750	750
4960	Administrative Charge	9,470	9,284	15,000	15,000

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-4504 | **Division: Leisure Services**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	1724	464	1,000	1,500
4992	Youth Activities	132,176	168,278	150,000	200,000
5110	Office Supplies	1,549	1,614	3,000	3,000
5120	EDP Supplies	50	132	0	500
5150	Misc. Equipment Exp.	11,035	2,966	3,500	1,500
5210	Gas & Oil	596	645	600	600
5232	Other Supplies	2,808	2,517	2,500	2,500
5250	Uniforms	0	633	0	1,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	20	0	500
	Total Operating Expense	$ 237,475	$ 296,506	$ 246,850	$ 303,450
Capital Outlay					
6210	Buildings	$0	$0	$0	$0
6420	Furniture	0	3,694	0	0
	Total Capital Outlay	$ 0	$ 3,694	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 463,060**	**$ 614,438**	**$ 797,318**	**$ 879,422**

Fund Title: General **Department: Administration**
Fund/Division Number: 001-6000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salary & Wages	$ 21,552	$ 16,082	$ 0	$ 0
1030	Accrued Compensation	0	0	0	0
2010	FICA Taxes	1,649	1,230	0	0
2020	Retirement/General Members	0	0	0	0
2025	Retirement/Police Officers	544,239	574,934	545,000	575,000
2030	Life & Health Insurance	204,267	251,347	225,000	250,000
	Total Personnel Services	$ 771,707	$ 843,594	$ 770,000	$ 825,000
Operating Expense					
3110	Insurance Consultant	$ 250	$ 0	$ 25,000	$ 25,000
3120	Legal Fees	0	0	0	0
3190	Consultant Fees	43,850	17,175	5,000	5,000
3200	Accounting and Auditing	34,812	38,311	42,500	44,000
3490	Contractual Fees	273,538	309,306	275,000	275,000
4020	Travel & Education	0	2,774	0	0
4110	Communications	78,611	62,162	0	0
4120	Freight and Postage	8,291	21,526	25,000	25,000
4310	Utilities	539,354	504,917	575,000	575,000
4410	Equipment Rental	146,101	172,790	75,000	150,000
4430	Land Lease	0	7,798	0	5,000
4510	Insurance & Fidelity Bond	1,079,208	1,319,540	1,739,000	1,800,000
4530	Fla. Unemploy. Comp Fund	7,383	5,771	5,000	7,500
4540	Workers' Comp. Claims	0	0	5,000	0
4550	Liability & Property Claims	0	0	1,000	0
4590	Property Damage Reimb	0	0	7,500	5,000
4650	Vehicle Maintenance	48,882	38,368	75,000	60,000
4675	Software Maintenance	214,551	184,352	220,000	220,000
4710	Reproduction	796	0	1,200	1,200
4810	Advertising	0	0	0	0
4925	Computer Loans	15,058	5,711	15,000	15,000
4936	Emergency Supplies	9,996	0	0	0
4940	Bad Debt Expense	2,269	0	0	0
4945	Refunds	0	5,295	0	0
4947	Wellness	9,547	23,538	0	0
4950	Settlements	0	2,249	0	0
4960	Administrative Charges	1,654	481	1,700	1,700
4970	Inventory Adjustments	(78)	0	3,500	1,000
4980	Contingency	0	0	0	0
4985	Tax Increment Financing	4,511,973	6,010,882	6,693,091	7,097,740
4986	Stormwater Fees	76,282	90,166	77,000	91,000
4990	Miscellaneous Expenses	55,669	35,285	50,000	50,000
4993	Keep Ft. Pierce Beautiful	21,335	17,476	15,000	15,000

Fund Title: General **Department: Administration**
Fund/Division Number: 001-6000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5110	Office Supplies	758	0	0	0
5120	EDP Supplies	0	571	0	0
5150	Miscellaneous Equipment	48,273	24,143	0	0
5210	Gas & Oil	(2,058)	(831)	0	0
5251	Military Supplies	0	116,019	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	23,822	20,493	25,000	25,000
	Total Operating Expense	$ 7,250,127	$ 9,036,268	$ 9,956,491	$ 10,494,140
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6310	Roads & Bridges	151,609	545,373	0	0
6315	Infrastructure Sales Tax Projects	3,090,283	2,707,486	3,000,000	3,000,000
6320	Other Structures & Facilities	30,077	247,455	0	0
6410	Office Equipment & Machinery	82,748	180,884	600,000	1,915,918
6420	Furniture & Furnishing	0	6,659	0	0
6430	Heavy Equipment	91,166	0	0	0
6440	Vehicles	0	0	0	0
6445	Other Equipment	117,712	35,806	511,052	0
	Total Capital Outlay	$ 3,563,596	$ 3,723,664	$ 4,111,052	$ 4,915,918
Grants and Aids					
8101	Weatherization/FPUA	$ 0	$ 0	$ 0	$ 0
8230	Economic Development Co	40,000	40,000	40,000	40,000
8255	Chamber of Commerce	31,500	35,000	35,000	35,000
8270	SLC Council on Aging	15,000	15,000	15,000	15,000
	Special Events:				
8393	Sights & Sounds Parade	15,000	30,000	15,000	15,000
8394	Christmas Decorations	57,061	111,237	125,000	125,000
8395	Fireworks	39,500	67,500	43,000	43,000
8392	Miscellaneous Special Events	20,975	62,444	0	0
8396	Mainstreet	0	60,000	50,000	50,000
8231	Lincoln Park Mainstreet	0	50,000	50,000	50,000
8399	United For Animals	10,000	10,000	10,000	10,000
8397	Youth & Crime Prevention Activities	2,087	6,510	10,000	10,000
8396	Jazz on Moore's Creek	0	0	10,000	10,000
8396	Juneteenth Festival	0	0	20,000	20,000
8410	Community Projects	3,510	0	25,000	25,000
8411	Community Housing	0	175,000	125,000	125,000
		$ 234,633	$ 662,691	$ 573,000	$ 573,000

Fund Title: General **Department: Administration**
Fund/Division Number: 001-6000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
9166	Capital Reserve Loan-HUD	$ 0	$ 38,951	$ 0	$ 0
9179	Debt Service Series 2019	2,295,000	2,294,500	2,285,500	2,293,250
9176	Debt Service Series 2020A/2014 Energ	420,893	749,307	739,647	734,269
9178	Debt Service Series 2020B/2016 Series	542,470	0	0	0
9179	Debt Service Series 2020C/2018 Series	571,900	566,515	564,383	561,724
9180	Capital Leases- White Fleet	408,357	593,079.23	600,000	600,000
9180	Capital Leases- Police Fleet	852,147	1,006,487	1,100,000	1,100,000
9184	Special Revenue/Police Grant	0	314,370	50,000	50,000
9176	Special Revenue/103 CDBG	0	0	0	0
9187	Special Revenue/106 Grants	0	0	220,000	0
9199	Transfer to Stormwater	0	0	0	0
9199	Transfer to Animal Center	0	199,500	300,000	0
	Total Non-Operating	$ 5,090,767	$ 5,762,709	$ 5,859,530	$ 5,339,242
	TOTAL APPROPRIATIONS	**$ 16,910,830**	**$ 20,028,926**	**$ 21,270,073**	**$ 22,147,301**
	TOTAL GENERAL FUND APPROPRIATIONS	**$ 53,460,699**	**$ 59,515,378**	**$ 64,668,104**	**$ 67,537,211**

FY2026 Proposed Budget

Fund Title: Restricted Fund **Department: Police Grants**
Fund/Division Number: 101-3005 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Interfund Grants					
331 20 16	COPS-CHRP	$361,828	($120,438)	$0	$0
331 20 59	FDLE 2013-JAGC - STLU-1-D7 - 180	3,106	0	0	0
331 20 30	VOCA	164,023	147,662	143,130	147,662
331 20 35	OJP Bullet Proof Vests	10,167	0	0	0
331 20 37	OJP Bullet Proof Vests '23	0	0	28,900	28,900
331 20 38	OJP Bullet Proof Vests '24	0	21,328	24,300	24,300
331 20 50	IRSC-College Policing	94,000	0	94,000	94,000
	FDLE JAG	0	80,561	0	0
331 20 59	FDLE 2020-JAGC-STLU	26,627	26,513	0	0
331 21 00	Other Federal Grants	43,659	133,630	0	0
334 20 57	FDOT Grant	0	0	18,809	20,000
334 20 61	OJP Bullet Proof Vests	14,090	(13,089)	0	0
334 20 62	Jag Byrne	0	0	0	0
334 90 00	PSN22	0	0	75,000	0
334 90 00	PSN23	0	0	0	181,338
334 90 66	DOJ BJA FY '21 Byrne Grant Countyshare	0	0	0	0
334 90 00	JAGC - STILU - 078	0	0	0	0
334 90 00	DOJ JAG Shared w/SLC	0	0	31,524	35,000
334 90 00	FDLE Human Trafficking	0	0	100,000	0
334 90 00	DOJ JAG 25 Grant	0	0	25,000	20,000
334 90 00	FDLE NIBRIS Grant	0	0	364,748	0
334 90 00	FDLE Project Safe Neighborhood	0	0	0	0
334 90 00	Other State Grants	0	65,463	0	0
334 90 00	COPS MiCRO23	0	0	46,518	0
334 90 00	COPS Micro 24	0	0	175,000	0
	Total Interfund Grants	$ 717,500	$ 341,630	$ 1,126,929	$ 551,200
Miscellaneous Revenue					
361 10 00	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90 00	Other Contribution/Donation	0	0	0	0
369 40 00	Reimb.-Contract Svcs.	0	94,000	0	0
	Total Miscellaneous Revenues	$ 0	$ 94,000	$ 0	$ 0
Interfund Transfers					
381 01 00	Transfer from General (Grant)	$ 161,041	$ 83,755	$ 50,000	$ 50,000
381 91 00	FPRA	133,318	0	0	0
	Total Interfund Transfers	$ 294,359	$ 83,755	$ 50,000	$ 50,000
	TOTAL RESOURCES	**$ 1,011,859**	**$ 519,384**	**$ 1,176,929**	**$ 601,200**

FY2026 Proposed Budget

Fund Title: Restricted Fund	**Department:**	**Police Grants**
Fund/Division Number: 101-3005	**Division:**	

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Victim Advocate Lead	1	1	1	1
Victim Assistant	2	2	2	2
Police Officer	6	1	1	1
Rich House Counselor-PT	0	0	2	2
Police Crime Analyst	1	0	0	0
Total Budgeted Staffing Level	10	4	6	6

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 414,041	$ 172,976	$ 261,050	$ 330,069
1020	Incentive Pay	3,651	0	0	0
1040	Overtime	20,508	6,798	0	5,000
1050	Holiday Overtime	22,682	0	0	0
2010	FICA Taxes	34,656	13,570	19,970	25,633
2020	Retirement/General	24,211	29,336	48,477	55,101
2020	Retirement/Police	46,556	0	0	11,399
2030	Life & Health Insurance	57,617	9,967	46,820	21,250
2035	Dental Insurance	2,788	384	1,902	848
2040	Workers' Compensation	10,596	2,489	287	2,468
	Total Personnel Services	$ 637,307	$ 235,519	$ 378,506	$ 451,767
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	94,000	200,271	118,749	0
4020	Travel and Education	0	4,005	0	0
4110	Communications	147	0	0	0
4410	Equipment Rental	0	0	6,120	0
4675	Software Maintenance	2,000	3,256	50,000	0
4830	Public Relations	0	14,527	0	0
4990	Misc. Expenses	1,579	300	950	6,740
4945	Refunds	0	0	0	0
4999	Unallocated	0	0	564,404	0
5110	Office Supplies	695	2,184	5,000	0
5150	Misc. Equipment	0	2,908	0	0
5250	Uniforms	0	0	0	0
5251	Military Supplies	48,512	34,125	53,200	58,739
5430	Law Enforcement Education	1,432	0	0	0
	Total Operating Expense	$ 148,365	$ 261,575	$ 798,423	$ 65,479

FY2026 Proposed Budget

Fund Title: Restricted Fund		**Department:**	**Police Grants**		
Fund/Division Number: 101-3005		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 83,954
	Total Transfers	$ 0	$ 0	$ 0	$ 83,954
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9111	Transfer to Police FPRA	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 785,672**	**$ 497,095**	**$ 1,176,929**	**$ 601,200**

FY 2026 Proposed Budget

Fund Title: Restricted Fund			**Department:**	**FPRA**		
Fund/Division Number: 101-3005			**Division:**	**Police Grants**		
			2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
331 20 16		COPS Hiring Grant-2020	$ 161,041	$ 0	$ 0	$ 0
		Total Interfund Grants	$ 161,041	$ 0	$ 0	$ 0
Interfund Transfers						
381 91 0		FPRA	$ 133,318	$ 1,147,475	$ 990,602	$ 1,132,860
		Total Interfund Transfers	$ 133,318	$ 1,147,475	$ 990,602	$ 1,132,860
		TOTAL RESOURCES	**$ 294,359**	**$ 1,147,475**	**$ 990,602**	**$ 1,132,860**

FY 2026 Proposed Budget

Fund Title: Restricted Fund		**Department:**	**FPRA**
Fund/Division Number: 101-3005		**Division:**	**Police Grants**

		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2024/25 Proposed**
Budgeted Staffing Level					
Police Officer		5	5	10	10
	Total Budgeted Staffing Level	5	5	10	10

		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Personnel Services					
1010	Salaries and Wages	$ 273,811	$ 618,871	$ 665,686	$ 693,132
1020	Incentive Pay	3,651	1,828	0	15,000
1030	Accrued Compensation	0	6,803	0	5,000
1040	Overtime	18,717	40,220	10,000	45,000
1050	Holiday Overtime	22,682	11,711	0	25,000
2010	FICA Taxes	23,924	51,206	51,690	59,910
2020	Retirement/Police	46,556	120,927	121,097	159,602
2030	Life & Health Insurance	45,509	86,722	74,232	89,041
2035	Dental Insurance	2,317	4,736	5,184	5,006
2040	Workers' Compensation	7,863	15,253	17,771	24,670
	Total Personnel Services	$ 445,031	$ 958,277	$ 945,660	$ 1,121,360
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	0	0	0	0
4020	Travel and Education	0	0	0	0
4110	Communications	0	0	5,000	5,000
4675	Software Maintenance	0	0	0	0
4945	Refunds	0	0	0	0
4990	Misc. Expenses	0	0	0	0
4999	Unallocated	0	0	443	0
5110	Office Supplies	0	0	0	0
5250	Uniforms	5,040	5,760	4,500	4,500
5251	Military Supplies	0	0	2,000	2,000
5430	Law Enforcement Education	0	0	0	0
	Total Operating Expense	$ 5,040	$ 5,760	$ 11,943	$ 11,500
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 33,000	$ 0
6440	Vehicles	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 33,000	$ 0
Transfers					
9111	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 450,071**	**$ 964,037**	**$ 990,603**	**$ 1,132,860**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
	Total Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
Licenses and Permits					
329 50	Demolition Permits	$0	$4,553	$0	$0
329 50	Lot Clearing Permits	3,869	2,412	2,500	0
	Total Licenses and Permits	$ 3,869	$ 6,965	$ 2,500	$ 0
Intergovernmental					
343 91	Admin Charge - Liens	$ 2,306	$ 2,300	$ 0	$ 2,300
347 54	Marina Dockage	5,189	0	5,000	5,000
384 90	Other Grants	0	0	0	0
	Total Intergovernmental	$ 7,494	$ 2,300	$ 5,000	$ 7,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 3,953	$ 5,893	$ 500	$ 500
362 14	Leases	374,415	372,618	350,000	370,000
363 10	Liens	32,362	21,132	1,000	1,000
366 90	Other Contributions/Donations	0	0	0	0
369 31	Reimburse of Expenditures	2,245	0	500	0
369 40	Reimburse - Contract Services	0	0	0	0
369 44	Reimburse - Utility Authority	0	0	0	0
369 45	Sale of Surplus Land	0	10,518	0	0
369 90	Other Misc. Revenues	0	0	500	0
	Total Miscellaneous Revenues	$ 412,974	$ 410,161	$ 352,500	$ 371,500
Transfers					
	Transfer from General Fund	$ 0	$ 120,915	$ 0	$ 0
	Transfer from Police Grants Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 120,915	$ 0	$ 0
	Total Revenues	**$ 9,816,324**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**
Fund Balance Appropriation		(2,333,348)	0	0	0
	TOTAL RESOURCES	**$ 7,482,976**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	15,000
3190	Consultant Fees	11,775	3,000	250,000	100,000
3200	Accounting & Auditing	8,000	8,000	9,540	8,000
3440	Demolition	0	0	0	0
3468	Marina Operation	0	0	0	0
3490	Contractual Fees	285,405	493,745	695,000	800,000
4020	Travel & Education	8,615	2,769	20,000	0
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	500	500
4310	Utilities	31,939	35,837	40,000	40,000
4410	Equipment Rental	0	0	0	0
4430	Land Lease	120,296	122,633	125,000	125,000
4510	Insurance	64,199	196,670	200,000	225,000
4620	Site Maintenance	98,533	653,042	125,000	75,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	1,226	457	0	0
4720	Outside Printing	0	0	0	2,000
4810	Advertising	851	2,412	5,000	1,000
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	177,495	181,000	186,500
4980	Contingency	0	0	248,759	444,760
4985	Real Estate Taxes	37,064	40,206	45,000	50,000
4990	Miscellaneous Expenses	45	19,593	0	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	0	0	0	1,000
5410	Books, Pubs, Subscriptions & Mbrshp	2,670	475	5,000	0
	Total Operating Expense	$ 845,618	$ 1,756,333	$ 1,949,799	$ 2,073,760
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	46,327	0	390,583	150,000
6310	Roads & Bridges	145,752	0	350,000	1,500,000
6320	Other improvements	209,726	201,726	788,252	1,000,000
6410	Office Equip & Machinery	122,673	0	0	0
6440	Office Equip & Machinery/Vehicle	47,000	0	0	0
	Total Capital Outlay	$ 571,479	$ 201,726	$ 1,528,835	$ 2,650,000

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	**2023/2024 Actual**	**2024/2025 Approved**	**2025/26 Proposed**
Other Programs & Projects					
8340	Other Grants & Aids	$ 136,965	$ 155,076	$ 997,671	$ 450,000
8347	School Resorce Officers	350,060	494,642	1,015,000	500,000
8348	Community Policing	0	0	0	500,000
8392	Youth Activities	26,000	0	100,000	100,000
	Total Programs & Projects	$ 513,026	$ 649,718	$ 2,112,671	$ 1,550,000
Transfers					
90 01	General-Debt Service/(2019A)	$ 2,065,500	$ 2,065,500	$ 2,056,950	$ 2,063,925
9118	Debt Service 2015A	1,621,440	1,622,400	1,622,080	1,625,480
9120	Debt Service 2020B2-Land	150,264	0	0	0
9120	Debt Service 2021	829,200	836,000	836,600	831,200
9166	Sunrise Theatre	450,000	500,000	500,000	500,000
9167	General	168,484	1,813,575	2,000,000	2,226,900
9184	Special Revenue Fund	267,966	1,153,019	0	0
9188	HUD Grants	0	0	0	0
9189	Police Grants/FPRA	0	0	990,602	1,132,860
	Total Transfers	$ 5,552,854	$ 7,990,494	$ 8,006,232	$ 8,380,365
	TOTAL APPROPRIATIONS	**$ 7,482,976**	**$ 10,598,271**	**$ 13,597,537**	**$ 14,654,125**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Grants Administration**
Fund/Division Number:	**103 &105**	**Division:**	**CDBG & SHIP**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
CDBG REVENUE					
331 90	Entitlement Grant	$ 596,016	$ 399,579	$ 529,209	$ 574,680
334 50	Program Income	0	0	0	0
361 39	Other Interest Earnings	560	657	500	0
366 00	Contributions from Private Sources	0	0	0	0
369 31	Reimbursement of Expenditures	0	0	0	0
	CDBG Carry Over Funding	257,729	0	251,062	2,076,108
	CDBG COVID Carry Over Funding	0	0	0	228,393
	Total REVENUE	**$ 854,305**	**$ 400,236**	**$ 780,771**	**$ 2,879,181**
TRANSFERS					
369 41	Contractual Svc./CDBG	$ 0	$ 0	$ 0	$ 0
369 42	Contractual Svc./SHIP	0	0	0	0
369 43	Contractual Svc./Grants Admin.	0	0	0	0
369 30	Settlement	0	0	0	0
381 10	Transfer from General	60,000	75,000	220,000	434,383
381 11	Transfer from FPRA	0	0	0	0
	Total TRANSFERS	**$ 60,000**	**$ 75,000**	**$ 220,000**	**$ 434,383**
	Total CDBG REVENUE	**$ 914,305**	**$ 475,236**	**$ 1,000,771**	**$ 3,313,564**

Fund Title: **Department:** Grants Administration
Fund/Division Number: 103 &105 **Division:** CDBG & SHIP

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Grants Administration Manager	1	1	1	1
Grants Writer	1	1	1	1
Community Resource Specialist	1	1	1	1
Reporting & Grants Specialist	1	1	1	1
Administrative Assistant	0	1	1	1
Total Budgeted Staffing Level	**4**	**5**	**5**	**5**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2024/2025 Proposed
Personnel Services					
10 10	Salaries and Wages	$ 264,091	$ 206,814	$ 341,781	$ 0
10 30	Accrued Compensation	0	5,341	500	0
10 40	Overtime	1,272	0	0	0
20 10	FICA Taxes	19,866	15,799	26,184	0
20 20	Retirement	45,395	36,877	63,562	0
20 30	Life & Health Insurance	27,033	19,677	36,719	0
20 35	Dental Insurance	1,060	768	2,440	0
20 40	Workers' Compensation	487	510	377	0
	Total Personnel Services	**$ 359,203**	**$ 285,788**	**$ 471,562**	**$ 0**
CDBG Department Expenditures					
	Administrative				
32 00	Accounting & Auditing	$ 811	$ 875	$ 890	$ 890
34 90	Administrative-Contractual	5,520	43,835	0	0
49 60	Administrative Expenses	33,367	251,687	104,950	250,000
	Rehabilitation Department				
83 10	Housing Rehabilitation	$ 251,499	$ 55,423	$ 150,000	$ 0
83 40	Other Grants & Aids	14,996	0	59,380	0
	Neighborhood Revitalization				
83 80	Lincoln Park Mainstreet	$ 50,000	$ 0	$ 0	$ 0
83 80	Fort Pierce Mainstreet	50,000	0	0	0
83 83	Lincoln Park/Orange Ave. Business Dev	0	0	0	0
83 86	Local Art/Cultural Heritage	38,285	0	0	0
	Economic Development				
83 88	Micro-Bus/Economic Development	$ 78,657	$ 23,010	$ 80,000	$ 0
83 88	Job Fair & Lincoln Park Business Expo	0	0	20,000	0

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Grants Administration**
Fund/Division Number:	**103 &105**	**Division:**	**CDBG & SHIP**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
	Public Service				
83 97	Public Facility Improvements	$ 9,123	$ 51	$ 93,989	$ 1,117,599
83 97	Public Amenities	0	55,367	0	0
83 88	Public Service Agencies	0	9,948	20,000	33,877
83 98	Youth and Children Projects	1,304	0	0	0
	Total Project Expenditures	**$ 533,562**	**$ 440,196**	**$ 529,209**	**$ 1,402,366**
	Grants-Programs & Projects				
83 10	Housing Rehabilitation (Roll-over)	$ 0	$ 0	$ 0	$ 1,100,000
83 41	Commercial Façade (Roll-over)	20,150	0	0	0
83 98	Public Service	0	118,867	0	0
83 99	COVID19 Projects	0	0	0	228,393
	Administrative Expenses	0	0	0	284,940
	Total Roll-Over Expenditures	**$ 20,150**	**$ 118,867**	**$ 0**	**$ 1,613,333**
	Capital				
63 10	Road & Bridge Improvement	$ 0	$ 0	$ 0	$ 0
63 20	Other Improvements	0	0	0	296,976
64 10	Office Equipment & Machinery	1,390	0	0	0
64 45	Other Equipment	0	0	0	0
99 99	Unencumbered	0	0	0	0
	Total Capital	**$ 1,390**	**$ 0**	**$ 0**	**$ 296,976**
	TOTAL CDBG APPROPRIATIONS	**$ 914,305**	**$ 844,851**	**$ 1,000,771**	**$ 3,313,565**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Grants Administration**
Fund/Division Number:	**103 &105**	**Division:**	**CDBG & SHIP**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
SHIP REVENUES					
344 90	SHIP	$ 377,555	$ 397,712	$ 377,309	$ 356,368
334 50	Program Income	100	880	500	500
361 10	Interest on Investments	334	340	100	100
369 90	Other Misc. Revenues	0	39,605	0	0
381 90	Program Income HHR	0	0	0	0
	Carry Over Funding	148,952	(55,624)	0	0
	Total SHIP Revenue	**$ 526,941**	**$ 382,913**	**$ 377,909**	**$ 356,968**
SHIP EXPENDITURES					
Total Operating Expenses		$ 3,779	$ 17,894	$ 37,791	$ 35,637
Total COVID 19 Expenses		0	0	0	0
Grants-Programs &Projects		523,162	365,019	340,118	
Housing Rehabilitation		0	0	0	171,331
Down Payment Assistaance		0	0	0	150,000
	TOTAL SHIP APPROPRIATIONS	**$ 526,941**	**$ 382,913**	**$ 377,909**	**$ 356,968**

FY 2026 Proposed Budget

Fund Title:		**Department:**	
Fund/Division Number:	**106**	**Division:**	**Grants Administration**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Grants					
334 50	Program Income	$ 16,244	$ 58,367	$ 0	$ 23,919
	Total Intergovernmental	$ 16,244	$ 58,367	$ 0	$ 23,919
Miscellaneous Revenue					
361 10	Interest on Investments	$301	$357	$500	$243
361 38	HHRP Loan	0	0	500	0
369 31	Reimb. Of Expenditures	0	0	0	0
	Escrow Reimbursement	0	0	0	0
	Contractual Svcs./A;;egany (AFM)	0	0	0	0
369 90	Other Misc. Revenues	0	0	0	0
	Carry Forward Funding	0	0	547,133	228,338
	Total Miscellaneous Revenues	$ 301	$ 357	$ 548,133	$ 228,581
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
381 91	FPRA	0	0	0	0
	Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 16,545**	**$ 58,724**	**$ 548,133**	**$ 252,500**

FY 2026 Proposed Budget

Fund Title:	**Department:**
Fund/Division Number: 106	**Division: Grants Administration**

	2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Personnel Services				
10 10 Salaries and Wages	$ 0	$ 0	$ 0	$ 0
10 30 Accrued Compensation	0	0	0	0
10 40 Overtime	0	0	0	0
20 10 FICA Taxes	0	0	0	0
20 20 Retirement	0	0	0	0
20 30 Life & Health Insurance	0	0	0	0
20 35 Dental Insurance	0	0	0	0
20 40 Workers' Compensation	0	0	0	0
Total Personnel Services	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
4020 Travel & Education	0	0	0	0
4120 Freight and Postage	0	0	100	100
4810 Advertising	0	0	0	0
4960 Administrative Fees	0	0	2,400	2,400
4965 Escrow Expenses	0	0	0	0
4990 Miscellaneous Expenses	0	0	0	0
Programs & Projects	0	0	545,633	0
Total Operating Expense	$ 0	$ 0	$ 548,133	$ 2,500
Interfund Transfers				
Transfer to CDBG	$ 0	$ 0	$ 0	$ 250,000
Transfer to SHIP	0	0	0	0
Total Interfund Transfers	$ 0	$ 0	$ 0	$ 250,000
TOTAL APPROPRIATIONS	**$ 0**	**$ 0**	**$ 548,133**	**$ 252,500**

FY 2026 Proposed Budget

Fund Title: Marina **Department: Marina**
Fund/Division Number: 401-0000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Grants					
331 50	Disaster Relief/Federal	$0	$0	$0	$0
334 39	Physical Environmental Grant	0	0	243,750	243,750
334 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 243,750	$ 243,750
Charges for Services					
347 54	Dockage	$ 1,483,615	$ 1,632,802	$ 1,800,000	$ 1,800,000
347 55	Transient Dockage	1,102,329	1,140,640	1,200,000	1,250,000
	Total Charges for Services	$ 2,585,943	$ 2,773,442	$ 3,000,000	$ 3,050,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 1,244	$ 1,109	$ 2,500	$ 2,500
361 33	Other Investment Interest	0	0	0	0
362 14	Leases	0	268,860	3,500	3,500
362 16	Crabby's Lease	282,152	0	200,000	280,000
369 31	Reimburse of Expenditures	0	0	0	0
369 49	Misc. Revenues	15,928	16,239	12,000	12,000
369 85	Settlement of Claims	22,445	6,468	0	0
369 91	Gas and Oil Sales	2,072,486	1,680,723	1,950,000	1,800,000
369 92	Electric Utility Sales	106,733	154,583	150,000	150,000
369 93	Utility Fees	139,369	123,991	65,000	65,000
369 94	Soda, Candy & Ice Sales	241,164	216,493	210,000	210,000
369 96	Late Payment Charges	3,863	(1,290)	3,500	3,500
369 97	Live Aboards	91,435	97,819	80,000	80,000
369 98	Other Miscellaneous Revenues	15,797	18,693	22,000	22,000
	Total Miscellaneous Revenue	$ 2,992,616	$ 2,583,689	$ 2,698,500	$ 2,628,500
	Total Revenue	$ 5,578,559	$ 5,357,131	$ 5,942,250	$ 5,922,250
	Appropriated Retained Earnings	(393,236)	0	1,357,024	1,826,927
	TOTAL RESOURCES	**$ 5,185,323**	**$ 5,357,131**	**$ 7,299,274**	**$ 7,749,177**

FY 2026 Proposed Budget

Fund Title: Marina **Department: Marina**
Fund/Division Number: 401-0000 **Division:**

	2022/323 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Marina Manager	1	1	1	1
Senior Accounting Analyst I	1	1	1	1
Operations Supervisor	1	1	1	1
Assistant Dockmaster	2	2	2	2
Marina Concierge Retailer	1	1	1	1
Executive Assistant/Asst. Concierge Retailer	0	0	0	1
Storekeeper	1	1	1	1
Marine Waterways Enforcement Officer	0	2	2	2
Maintenance Technician	0	1	1	1
Dock Attendant	1	1	1	0
Total Budgeted Staffing Level	8	11	11	11

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 289,946	$ 411,314	$ 591,246	$ 685,249
1030	Accrued Compensation	16,632	1,882	5,000	3,500
1040	Overtime	3,568	5,720	5,000	5,000
# 2010	FICA Taxes	23,787	32,004	46,408	53,485
2020	Retirement Contributions	37,725	64,774	101,223	95,945
2030	Life & Health Insurance	34,755	56,027	100,829	108,936
2035	Dental Insurance	1,754	2,442	4,419	4,722
2040	Workers' Comp.	10,889	11,780	15,086	19,252
	Total Personnel Services	$ 419,055	$ 585,943	$ 869,211	$ 976,089
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 3,000	$ 3,000
3190	Consulting Fees	0	0	0	500,000
3200	Accounting & Auditing	2,861	3,100	3,255	3,255
3490	Misc. Contract Services	40,020	64,064	50,000	50,000
3495	Temp Employee Svc	408,035	390,508	325,000	435,000
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel & Education	797	6,231	7,188	22,000
4110	Communications	27,469	28,549	30,000	30,000
4120	Freight and Postage	1,125	1,120	1,500	1,500
4310	Utilities	198,237	157,867	175,000	175,000
4410	Equipment Rental	3,110	4,354	4,500	4,500
4430	Land Lease	77,615	77,232	50,000	50,000

FY 2026 Proposed Budget

Fund Title: Marina **Department: Marina**
Fund/Division Number: 401-0000 **Division:**

Operating Expense contd

4510	Insurance & Fidelity Bond	774,018	784,188	800,000	800,000
4540	FLC Liability & Property	64,342	42,619	70,000	70,000
4610	Building Maintenance	12,635	10,933	15,000	15,000
4620	Restroom/Laundry Maint.	8,928	4,537	5,000	7,500
4630	Pier Maintenance	55,729	48,543	40,000	45,000
4650	Vehicle Maintenance	701	72	900	2,500
4651	Vehicle Parts	628	701	700	700
4660	Equipment Maintenance	16,434	14,840	13,000	15,000
4670	Computer Maintenance	1,014	0	2,500	2,500
4675	Software Maintenance	32,338	39,057	37,000	42,000
4710	Reproduction	2,361	0	1,500	1,500
4810	Advertising	10,679	30,769	35,000	35,000
4920	Cost of Goods Sold Fuel	1,606,668	1,351,665	1,500,000	1,350,000
4930	Cost of Goods Sold	125,149	112,895	120,000	110,000
4935	Disaster Charges	896	0	5,000	5,000
4940	Bad Debt Expense	0	0	0	0
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	233,390	285,576	201,350	250,000
4970	Inventory Adjustment	0	0	2,500	2,500
4975	Taxes	18,101	30,629	20,000	20,000
4990	Miscellaneous Expense	1,790	5,184	5,000	5,000
5110	Office Supplies	5,297	7,769	5,000	7,500
5120	EDP Supplies	198	1,599	500	500
5150	Misc. Equipment	9,319	16,503	20,500	20,500
5210	Gas and Oil	1,277	1,110	1,000	5,000
5230	Cleaning Supplies	13,141	10,327	16,000	16,000
5231	Safety Supplies	2,166	134	1,000	1,500
5232	Other Supplies	474	495	500	1,000
5241	Horticultural Supplies	1,626	2,698	3,500	3,500
5250	Uniforms	609	128	2,500	2,500
5260	Expendable Tools	4,502	4,836	2,500	2,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,285	1,058	1,500	1,500
5900	Depreciation	1,100,764	1,101,655	1,101,000	1,101,700
	Total Operating Expense	$ 4,871,129	$ 4,648,941	$ 4,684,793	$ 5,222,555

FY 2026 Proposed Budget

Fund Title: Marina			**Department: Marina**		
Fund/Division Number: 401-0000			**Division:**		
Capital Outlay					
6200	Building	$ 0	$ 0	$ 0	$ 175,000
6310	Other Improvements	0	415,575	1,360,000	1,360,000
6320	Other Structures Facility	0	0	0	0
6360	Hurricane Improvements	0	0	0	0
6410	Office Equip & Machinery	4,700	10,193	4,000	4,000
6420	Furniture & Furnishings	0	0	1,500	1,500
6445	Other Equipment	19,558	64,141	518,050	150,000
	Total Capital Outlay	$ 24,258	$ 489,909	$ 1,883,550	$ 1,690,500
Debt Service					
7010	Principal	$ 485,020	$ 499,389	$ 499,752	$ 511,041
7020	Interest	183,526	171,725	161,159	148,884
7030	Other Debt Service Cost	26,809	26,809	26,809	26,809
	Total Debt Service	$ 695,355	$ 697,923	$ 687,720	$ 686,734
Non-Operating Expenses					
9110	Transfer to General	$ 275,000	$ 275,000	$ 275,000	$ 275,000
9200	Loan Principal	0	0	0	0
9300	Loan Interest	1,290	0	0	0
	Other Non-Operationg Exp.	0	989,298	0	0
	Total Non-Operating Expenses	$ 276,290	$ 1,264,298	$ 275,000	$ 275,000
	TOTAL APPROPRIATIONS	**$ 6,286,087**	**$ 7,687,014**	**$ 8,400,274**	**$ 8,850,877**

FY 2026 Proposed Budget

Fund Title: Solid Waste | **Department: Solid Waste**
Fund/Division Number: 402-0000 | **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Grants					
331 50	Disaster Relief/Federal	$ 0	$ 0	$ 0	$ 0
331 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
343 40	Residential Service	$ 3,504,562	$ 4,124,772	$ 3,850,000	$ 4,975,641
343 41	Commercial Service	4,188,851	5,257,849	4,700,000	6,741,546
343 43	Commercial Trash	101,291	101,291	101,300	101,300
343 44	Recycling/Billing	426,643	503,929	450,000	699,639
343 45	Other Income	0	0	0	70,000
343 46	Recycling Program	14,608	606	5,000	5,000
	Total Charges for Services	$ 8,235,954	$ 9,988,448	$ 9,106,300	$ 12,593,126
Miscellaneous Revenue					
361 10	Interest on Investments	$ 58	$ 247	$ 1,000	$ 1,000
361 20	Interest of SBA	0	0	0	0
364 41	Sale of Surplus	304	0	0	0
366 90	Contributions/Private Sources	312,881	76,611	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Miscellaneous Revenue	213	3,550	0	0
	Total Miscellaneous Revenue	$ 313,456	$ 80,409	$ 1,000	$ 1,000
	Total Revenues	$ 8,549,411	$ 10,068,857	$ 9,107,300	$ 12,594,126
	Appropriated Retained Earnings	(195,160)	0	702,859	0
	TOTAL RESOURCES	**$ 8,354,251**	**$ 10,068,857**	**$ 9,810,159**	**$ 12,594,126**

FY 2026 Proposed Budget

Fund Title: Solid Waste		**Deparment:**	**Solid Waste**	
Fund/Division Number: 402-4200-534		**Division:**		

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Public Works Director	1	1	0	1
Deputy Public Works Director	1	1	1	1
Division Manager	1	1	1	1
Operations Manager	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	2	2	2
Engagement & Outreach Coordinator	1	1	1	1
Inspector	1	1	1	1
Solid Waste Foreman II	0	0	1	1
Solid Waste Foreman I	0	0	0	1
Lead Sanitation Driver	0	2	2	2
Sanitation Driver	22	22	22	22
Garage Foreman	1	1	1	1
Master Mechanic	1	1	1	1
Diesel Mechanic	2	3	3	3
Maintenance Worker	4	4	4	9
Dispatcher	0	0	0	1
Fleet Manager	1	1	1	0
Deputy City Manager/Public Works Director	0	0	1	0
Total Budgeted Staffing Level	39	43	44	50

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,411,030	$ 1,707,737	$ 2,474,850	$ 2,916,016
1030	Accrued Compensation	78,786	43,335	17,000	20,000
1040	Overtime	214,182	218,723	50,000	50,000
2010	FICA Taxes	124,842	147,190	195,278	228,843
2020	Retirement Contributions	218,694	282,568	404,940	576,829
2030	Life & Health Insurance	270,479	209,171	469,583	537,793
2035	Dental Insurance	14,347	338,136	22,235	23,642
2040	Workers' Comp.	99,591	15,576	102,674	124,740
	Total Personnel Services	$ 2,431,952	$ 2,962,436	$ 3,736,560	$ 4,477,863
Operating Expenses					
3200	Accounting & Auditing	$ 6,981	$ 7,000	$ 7,420	$ 7,420
3420	U.A. Customer Service Admin.	176,880	187,200	187,200	194,000
3430	Landfill Contract	2,186,533	3,030,327	2,500,000	2,600,000
3469	Towing	0	3,804	0	8,000
3490	Misc. Contract Services	148,004	143,445	201,465	275,000
3495	Temp Employee Svcs	699,465	754,439	250,000	600,000
4010	Car Allowance	10,800	10,800	10,800	5,400
4020	Travel & Education	6,615	3,642	10,000	6,000
4110	Communications	16,944	17,971	30,000	35,000

FY 2026 Proposed Budget

Fund Title: Solid Waste			**Deparment:**	**Solid Waste**	
Fund/Division Number: 402-4200-534			**Division:**		
Operating Expenses contd					
4120	Freight and Postage	45	0	500	500
4310	Utilities	19,563	17,494	20,000	18,750
4410	Equipment Rental	35,389	28,533	50,000	105,000
4510	Insurance & Fidelity Bond	213,664	269,822	276,864	285,000
4650	Vehicle Maintenance	3,266	20,649	5,000	5,000
4651	Vehicle Parts	251,730	451,149	350,000	530,000
4652	Tires, Tubes & Batteries	270,813	301,097	275,000	310,000
4653	Unforeseeable	14,886	14,251	15,000	15,000
4660	Equipment Maintenance	38,464	44,759	35,000	25,000
4670	Computer Maintenance	579	180	500	750
4675	Software Maintenance	6,899	15,453	15,000	14,000
4680	Radio Maintenance	0	0	0	1,800
4710	Reproduction	1,172	1,283	2,500	6,000
4810	Advertising	1,083	2,982	6,750	0
4960	Administrative Charges	80,000	80,484	82,400	85,000
4990	Miscellaneous Expense	12,607	7,885	13,000	4,000
5110	Office Supplies	4,857	4,896	5,000	5,000
5120	EDP Supplies	0	177	200	200
5150	Miscellaneous Equip Expense	9,168	15,952	10,000	4,900
5210	Gas and Oil	467,763	453,884	600,000	460,000
5232	Other Supplies	7,433	36,217	6,000	14,000
5242	Chemicals	5,341	3,958	10,000	8,000
5250	Uniforms	10,843	24,972	25,000	33,000
5260	Expendable Tools	1,030	4,962	5,000	5,000
5410	Books,Pubs,Subscriptions&Mbrshp	1,139	935	1,000	10,000
5900	Depreciation	518,048	508,500	518,048	508,500
	Total Operating Expense	$ 5,228,007	$ 6,469,100	$ 5,524,647	$ 6,185,220
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 160,000
6320	Other Improvements	0	0	0	60,000
6410	Office Equip & Machinery	0	4,870	0	10,000
6420	Furniture & Furnishings	0	0	0	7,700
6430	Heavy Equipment	0	381,989	0	666,000
6445	Other Equipment	193,595	177,059	0	53,000
	Total Capital Outlay	$ 193,595	$ 563,918	$ 0	$ 956,700
Non-Operating Expense					
7110	Debt Service Principal	$ 0	$ 0	$ 0	$ 0
7210	Debt Service Interest	0	0	0	0
9110	Transfer to General	700,000	500,000	500,000	500,000
9200	Capital Loan Payment	247,410	223,857	550,000	224,000
9200	Debt Service/Radios	38,055	0	0	0
9300	Loan Interest	16,280	7,863	0	7,800
	Total Non-Operating Expense	$ 1,001,745	$ 731,720	$ 1,050,000	$ 731,800
	TOTAL APPROPRIATIONS	**$ 8,855,299**	**$ 10,727,174**	**$ 10,311,207**	**$ 12,351,583**

FY 2026 Proposed Budget

Fund Title: Golf Course			**Deparment:**	**Golf Course**	
Fund/Division Number: 405-0000			**Division:**		

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Charges for Services					
347 20	Membership Dues	$ 26,166	$ 40,317	$ 45,000	$ 49,000
347 22	Other Memberships	1,332	1,196	35,000	38,000
347 24	Golf Fees	884,161	1,186,032	1,250,000	1,355,000
347 24	Adjustment Golf Fees	(3,923)	(4,616)	0	0
347 25	Driving Range	28,625	34,532	43,000	50,000
	Total Charges for Services	$ 936,360	$ 1,257,461	$ 1,373,000	$ 1,492,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 0	$ 0	$ 0	$ 0
369 25	Pro Shop Merchandise	61,933	61,725	85,800	80,000
369 31	Reimbursement of Expenses	331	0	6,500	0
369 70	Events	0	0	7,500	0
369 80	Food	11,934	16,797	20,000	18,000
369 85	Settlement of Claims	0	47,487	0	0
369 89	Alcoholic Beverages	62,930	72,300	80,000	85,000
369 90	Misc Revenues	1,738	0	35,000	35,000
369 94	Snacks & Beverages	21,378	24,684	25,000	35,000
369 98	Other Misc Revenues	0	3,956	28,691	35,265
	Total Miscellaneous Revenue	$ 160,244	$ 226,949	$ 288,491	$ 288,265
	Total Revenues	$ 1,096,603	$ 1,484,410	$ 1,661,491	$ 1,780,265
Transfers					
381 01	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
382 50	Transfer from Solid Waste	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	636,036	0	(43,866)	0
	TOTAL RESOURCES	**$ 1,732,639**	**$ 1,484,410**	**$ 1,617,625**	**$ 1,780,265**

FY 2026 Proposed Budget

Fund Title: Golf Course	**Deparment: Golf Course**
Fund/Division Number: 405-0000	**Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Approved
Budgeted Staffing Level				
Golf Course Manager	1	1	1	1
Golf Pro	1	1	1	1
Superintendent	1	1	1	1
Lead Greenskeeper	0	1	1	1
Total Budgeted Staffing Level	3	4	4	4

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 269,839	$ 284,117	$ 291,010	$ 305,560
1030	Accrued Compensation	6,391	3,410	1,500	3,500
1040	Overtime	2,955	0	0	0
2010	FICA Taxes	21,057	21,746	22,377	23,643
2020	Retirement Contributions	46,665	51,720	54,319	61,008
2030	Life & Health Insurance	41,696	43,617	36,621	46,568
2035	Dental Insurance	1,833	1,796	2,202	2,008
2040	Workers' Comp.	6,052	6,877	7,927	340
	Total Personnel Services	$ 396,488	$ 413,282	$ 415,956	$ 442,628
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	2,032	2,100	2,230	2,250
3440	Aquatic Weed Control	9,154	8,721	5,300	4,800
3490	Contractual Fees	0	0	0	0
3495	Temp Employee Svcs	238,384	253,459	265,000	280,000
4110	Communications	24,176	25,831	20,000	20,000
4120	Freight and Postage	10	43	500	500
4310	Utilities	103,234	91,055	90,000	93,000
4410	Equipment Rental-Golf Carts	0	0	0	58000
4420	Land Lease	44,744	45,367	57,000	60,000
4510	Insurance & Fidelity Bond	82,193	100,350	95,000	125,000
4610	Building Maintenance	0	0	0	0
4620	Building Supplies	1,461	1,312	1,500	1,500
4630	Irrigation Maintenance	25,212	9,306	10,000	13,000
4651	Vehicle Parts	0	0	0	0

FY 2026 Proposed Budget

Fund Title: Golf Course			**Deparment:**	**Golf Course**	
Fund/Division Number: 405-0000			**Division:**		
Operating Expense contd					
4660	Equipment Maintenance	13,959	14,648	23,000	16,000
4670	Computer Maintenance	1,107	3,550	3,550	3,550
4675	Software Maintenance	16,914	21,381	18,000	18,000
4810	Advertising	6,730	6,627	9,000	7,000
4925	Cost of Events	0	0	0	0
4930	Cost of Goods Sold	23,263	19,873	22,000	24,000
4932	Liquor Expense	28,014	32,164	33,000	35,000
4935	Merchandise CGS	47,038	45,933	50,000	50,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	68,375	83,945	69,000	70,000
4976	License and Fees	906	888	1,000	800
4980	Over/Short Expense	(28)	(10)	0	0
4985	Taxes	5,836	5,836	6,000	15,175
4990	Miscellaneous Expense	54	2,195	0	0
5110	Office Supplies	991	954	1,000	1,000
5120	EDP Supplies	0	0	0	0
5150	Misc Equipment Expense	955	971	0	0
5210	Gas and Oil	37,975	40,980	40,000	40,000
5231	Safety Supplies	0	0	0	0
5232	Other Supplies	6,780	11,236	9,000	10,000
5235	Maintenance Supplies	0	0	0	0
5240	Golf Supplies	1,967	5,586	6,000	6,000
5241	Horticultural Supplies	960	881	1,000	0
5242	Chemicals	86,764	41,117	55,000	43,000
5243	Turf Supplies	5,005	9,352	15,000	8,000
5244	Fertilizer	79,832	137,005	197,448	165,000
5250	Uniforms	0	1,366	1,500	1,500
5260	Expandable Tools	0	112	0	0
5410	Books,Pubs,Subscriptions&Mbrshp	3,637	3,340	4,000	4,000
5900	Depreciation	237,795	245,954	237,795	245,954
	Total Operating Expense	$ 1,205,429	$ 1,273,427	$ 1,348,823	$ 1,422,029
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Structures Facility	0	0	0	0
6410	Office Equip & Machinery	677	588	0	50,000
6420	Furniture & Furnishings	0	0	0	0
6445	Other Equipment	237,795	85,899	0	0
	Total Capital Outlay	$ 238,472	$ 86,488	$ 0	$ 50,000

FY 2026 Proposed Budget

Fund Title: Golf Course			**Deparment:**	**Golf Course**	
Fund/Division Number: 405-0000			**Division:**		
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9180	Equipment Lease	114,319	134,866	86,000	96,005
7110	Debt Service Principle	0	0	0	0
7210	Debt Service Interest	0	255	0	0
9300	Loan Principal	0	0	4,597	0
9010	Loan Interest	15,727	15,639	44	15,557
	Total Non-Operating Expense	$ 130,045	$ 150,760	$ 90,641	$ 111,562
	TOTAL APPROPRIATIONS	**$ 1,970,434**	**$ 1,923,956**	**$ 1,855,420**	**$ 2,026,219**

FY 2026 Proposed Budget

Fund Title:		**Deparment:**	**Sunrise Theatre Fund**		
Fund/Division Number: 406 0000		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Proposed**	**2024/25 Proposed**
Grants					
331 00 00	Federal Grants	$ 0	$ 0	$ 0	$ 0
334 70 10	State Grant/DCF	172,660	67,981	0	0
	Total Grants	$ 172,660	$ 67,981	$ 0	$ 0
Charges for Services					
347 56 10	Ticket Sales	$ 1,176,471	$ 2,184,874	$ 1,750,000	$ 1,800,000
347 56 11	Ticket Sales - Rentals	771,516	746,261	900,000	600,000
347 56 15	Ticket Handling Fees	304,391	375,707	300,000	300,000
347 56 50	Sponsorship Fees	35,747	11,994	25,000	10,000
347 56 80	Memberships	99,054	97,119	140,000	100,000
347 56 90	Donations & Pledges	7,729	7,883	15,000	10,000
	Total Charges for Services	$ 2,394,909	$ 3,423,837	$ 3,130,000	$ 2,820,000
Miscellaneous Revenue					
361 10 00	Interest Earning	$ 1,154	$ 1,582	$ 0	$ 0
362 14 00	Rents and Royalties	155,289	151,705	225,000	200,000
369 90 00	Souvenir Sales	0	0	0	5,000
369 31 00	Reimb. of Expenditures	484	88	50,000	1,000
369 70 00	Events	23,300	47,275	30,000	25,000
369 89 00	Packaged Sales	147,095	219,703	200,000	200,000
369 90 00	Miscellaneous Revenues	5,158	7,863	300	1,000
369 95 00	Commission/Tips/Merch.	0	10,115	7,000	0
369 96 00	Late Payment Charges	0	0	0	0
	Total Miscellaneous Revenues	$ 332,480	$ 438,331	$ 512,300	$ 432,000
Other Resources					
381 01 00	Transfer from General	$ 0	$ 0	$ 0	$ 0
381 91 00	Transfer from FPRA	450,000	500,000	500,000	500,000
381 89 00	Transfer from Restricted Fund	159,866	44,785	50,000	0
381 90 00	Transfer from Solid Waste	0	0	0	0
	Total Other Resources	$ 609,866	$ 544,785	$ 550,000	$ 500,000
	Appropriated Retained Earnigs	(408,312)	0	(484,648)	917,313
	TOTAL RESOURCES	**$ 3,101,603**	**$ 4,474,933**	**$ 3,707,652**	**$ 4,669,313**

FY 2026 Proposed Budget

Fund Title:	**Deparment:**	**Sunrise Theatre Fund**
Fund/Division Number: 406 4600	**Division:**	

	2022/23 Actual	2023/24 Approved	2024/25 Approved	2025/26 Approved
Budgeted Staffing Level				
Executive Director	1	1	0	1
Marketing & Development Manager	1	1	1	1
Technical/Facilities Manager	1	1	1	1
Box House/Operations Manager	1	1	1	1
Facilities Maintenance Technician	0	1	0	1
Total Budgeted Staffing Level	4	5	3	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 316,647	$ 334,930	$ 211,302	$ 379,367
1030	Accrued Compensation	4,229	3,671	1,000	500
1040	Overtime	141	0	0	0
2010	FICA Taxes	24,050	24,951	16,241	29,473
2020	Retirement Contributions	47,549	61,062	39,424	74,986
2030	Life & Health Insurance	57,197	57,043	19,916	65,476
2035	Dental Insurance	2,064	2,391	835	2,851
2040	Workers' Comp	5,247	5,471	234	760
	Total Personnel Services	$ 457,124	$ 489,519	$ 288,952	$ 553,413
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	4,855	8,278	5,200	5,000
3490	Misc. Contract Services	96,893	120,058	250,000	250,000
3491	Custodial	23,544	38,982	45,000	75,000
3492	House Crew	96,644	48,499	110,000	175,000
3493	Support Staff	64,417	53,000	75,000	80,000
3495	Temp Employee Svc	56,369	138,350	65,000	75,000
3499	Security	19,350	38,769	32,000	35,000
4010	Car Allowance	5,400	5,400	0	5,400
4020	Travel & Education	6,351	20	8,000	8,000
4040	Hospitality/Entertainment	1,562	2,262	2,000	2,000
4043	Food	10,034	28,918	30,000	40,000
4044	Transportation	950	0	1,000	500
4045	Lodging	308	0	500	0
4110	Communications	29,433	27,800	30,000	30,000
4120	Freight and Postage	798	360	1,500	1,500
4310	Utilities	186,161	148,182	200,000	200,000
4410	Equipment Rental	20,161	18,182	15,000	200,000
4411	Audio Gear	0	0	5,000	7,500
4412	Backline	4,596	28,445	25,000	40,000
4413	Lighting	0	0	1,000	5,000

FY 2026 Proposed Budget

Fund Title:			**Deparment:**	**Sunrise Theatre Fund**	
Fund/Division Number: 406 4600			**Division:**		
Operating Expense contd					
4414	Rigging	0	0	0	10,000
4415	Visual	0	0	500	0
4450	Theatre	0	0	0	0
4510	Insurance & Fidelity Bond	289,726	351,197	375,000	436,000
4540	FLC Liability & Property	0	0	4,000	0
4610	Building Maintenance	5,038	4,125	7,500	5,000
4640	A/C Maintenance	12,680	576	15,000	30,000
4645	Building Repair Supplies	1,706	1,369	3,000	10,000
4646	Theatre Supplies	1,849	2,610	3,000	5,000
4660	Equipment Maintenance	258	1,255	1,500	10,000
4670	Computer Maintenance	1,758	100	2,000	25,000
4675	Software Maintenance	4,567	12,755	5,000	0
4710	Reproduction	0	47	1,000	0
4720	Outside Printing	5,942	691	1,500	0
4810	Advertising	150,293	152,777	250,000	20,000
4925	Cost of Events	786,394	1,294,748	1,100,000	1,500,000
4926	Cost of Events/Rent Reimb	464,897	725,752	475,000	500,000
4930	Cost of Goods Sold	0	0	0	0
4932	Packaged Sales	29,821	43,837	50,000	65,000
4933	Concession Supplies	9,506	11,990	10,000	15,000
4940	Bad Debt Expense	0	0	0	0
4945	Refunds	60,333	36,831	65,000	65,000
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	119,379	144,810	125,000	125,000
4976	Licenses & Fees	400	892	2,500	2,000
4980	Contingency	0	0	0	0
4990	Miscellaneous Expense	899	(14)	1,500	2,000
5110	Office Supplies	1,610	2,580	5,500	5,000
5120	EDP Supplies	0	202	500	8,000
5150	Misc Equipment Expense	5,544	1,036	6,000	17,000
5230	Cleaning Supplies	3,848	5,874	4,500	24,000
5410	Books,Publications,Subs&Mbrshp	1,775	2,040	3,000	2,000
5900	Depreciation	580,485	588,632	580,485	588,632
	Total Operating Expense	$ 3,166,532	$ 4,092,218	$ 3,999,185	$ 4,704,532
Capital Outlay					
6200	Other Structures Facilities	$ 0	$ 44,785	$ 0	$ 0
6320	Other Improvements	54,629	0	0	0
6410	Office Equip & Mach	3,804	15,519	0	0
	Total Capital Outlay	$ 58,433	$ 60,304	$ 0	$ 0

FY 2026 Proposed Budget

Fund Title:		**Deparment:**	**Sunrise Theatre Fund**		
Fund/Division Number: 406 4600		**Division:**			
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
7110	Debt Service Principle	0	6,383	0	0
7210	Debt Service Interest	0	247	0	0
	Total Transfers	$ 0	$ 6,630	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 3,682,088**	**$ 4,648,671**	**$ 4,288,137**	**$ 5,257,945**

FY 2026 Proposed Budget

Fund Title: Building			**Deparment:**	**Building**	
Fund/Division Number: 420-0000			**Division:**		
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Licenses and Permits					
322 10	Permits-Building Dept.	$ 3,093,819	$ 2,633,794	$ 3,250,000	$ 4,000,000
322 20	Inspections	14,175	20,508	15,000	20,000
322 90	Other Permit Fees	1,667,415	1,496,174	1,500,000	2,000,000
329 40	Contractor's License	64,240	54,275	20,000	50,000
	Total Licenses and Permits	$ 4,839,650	$ 4,204,751	$ 4,785,000	$ 6,070,000
Grants					
331 10	General Government	$ 0	$ 0	$ 0	$ 0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charge for Services					
341 40	Cert, Copying, Rcd Search	$ 10	$ 50	$ 500	$ 0
341 60	Administration Fees	0	0	0	0
341 61	Demo & Flood Plain Mgmnt	927	665	5,000	0
341 94	Credit Card Process Fees	189,775	139,960	10,000	120,000
	Total Charges for Services	$ 190,712	$ 140,675	$ 15,500	$ 120,000
Fines & Forfeits					
354 60	Unlicensed Contracting	$ 0	$ 0	$ 0	$ 0
354 70	Violation of Local Ordinance	45,183	173,448	40,000	40,000
	Total Fines & Forfeits	$ 45,183	$ 173,448	$ 40,000	$ 40,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 5,167	$ 6,830	$ 0	$ 0
369 57	St. Lucie County	132,736	104,411	80,000	100,000
369 90	Other Misc. Revenues	44,798	(13,121)	50,000	50,000
	Total Miscellaneous Revenues	$ 182,701	$ 98,120	$ 130,000	$ 150,000
	Total Revenues	$ 5,258,245	$ 4,616,994	$ 4,970,500	$ 6,380,000
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
	TOTAL Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	0	0	1,373,847	430,291
	TOTAL RESOURCES	**$ 5,258,245**	**$ 4,616,994**	**$ 6,344,347**	**$ 6,810,291**

FY 2026 Proposed Budget

Fund Title: Building		**Deparment:**	**Building**
Fund/Division Number: 420-2902-524		**Division:**	

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Building Director/Official	1	1	1	1
Assistant Building Director	0	0	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	1	1	1
Resiliency & CRS Navigator	0	0	1	1
Resiliency & CRS Specialist	0	0	1	1
Violations Coordinator	0	0	1	1
Records Management Coordinator	1	1	1	1
Special Projects Coordinator	1	1	1	1
Lead Plans Examiner	1	1	1	1
Building Inspector/Plans Examiner	1	1	1	1
Lead Building Inspector	1	1	1	1
Lead Building Investigator	1	1	1	1
Building Inspector /Investigator	7	7	8	8
Senior Permit Specialist	2	2	2	2
Permit Specialist	8	8	11	11
Deputy Building Official	1	1	0	0
Building Department Coordinator	1	1	0	0
CRS Coordinator	1	1	0	0
Total Budgeted Staffing Level	29	29	34	34

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,065,966	$ 1,197,254	$ 2,131,566	$ 2,295,286
1030	Accrued Compensation	7,582	8,352	8,000	9,000
1040	Overtime	32,915	50,796	30,000	30,000
2010	FICA Taxes	81,741	92,146	166,385	178,986
2020	Retirement Contributions	189,491	223,428	402,888	460,788
2030	Life & Health Insurance	192,566	249,314	387,215	388,743
2035	Dental Insurance	8,901	10,768	16,461	17,399
2040	Workers' Compensation	28,077	29,458	35,832	40,589
	Total Personnel Services	$ 1,607,240	$ 1,861,515	$ 3,178,347	$ 3,420,791
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 2,500	$ 5,000
3170	Examination Fees	0	0	2,500	2,500
3200	Accounting & Auditing	1,272	1,500	1,600	1,600

FY 2026 Proposed Budget

Fund Title: Building		**Deparment: Building**			
Fund/Division Number: 420-2902-524		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Operating Expense contd.					
3490	Contractual Fees	185,349	32,520	750,000	750,000
3495	Temp Employee Svcs	172,865	132,749	200,000	200,000
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	16,892	14,891	70,000	70,000
4110	Communications	32,920	31,007	40,000	40,000
4120	Freight and Postage	5,104	5,148	10,000	10,000
4410	Equipment Rental	19,544	28,669	100,000	100,000
4510	Liability	14,134	16,480	14,000	20,000
4650	Vehicle Maintenance	3,401	9,470	7,500	10,000
4651	Vehicle Parts	8,921	1,544	7,500	10,000
4652	Tires & Batteries	0	432	7,500	5,000
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	130,571	137,244	250,000	250,000
4680	Radio Maintenance	0	0	0	0
4710	Reproduction	1,875	2,707	10,000	10,000
4720	Outside Printing	1,074	4,713	15,000	15,000
4810	Advertising	622	121	500	10,000
4945	Refunds	48	541	0	10,000
4960	Administrative Fees	414,339	414,980	450,000	450,000
4990	Miscellaneous Expenses	10,929	26,868	500,000	500,000
5110	Office Supplies	12,034	9,591	10,000	15,000
5120	EDP Supplies	5,867	963	4,500	10,000
5150	Misc. Equipment	7,171	14,594	145,000	200,000
5210	Gas and Oil	12,334	16,476	40,000	40,000
5232	Other Supplies	0	239	5,000	5,000
5410	Books, Pubs, Subscriptions&Mbrshp	5,206	10,796	12,500	15,000
5900	Depreciation	88,568	86,050	88,568	86,050
	Total Operating Expense	$ 1,156,438	$ 1,005,695	$ 2,749,568	$ 2,845,550
Capital Outlay					
6320	Other Improvements	$ 0	$ 0	$ 75,000	$ 100,000
6410	Office Equipment & Machinery	35,499	11,599	200,000	200,000
	Other Equipment & Machinery	0	62,610	0	100,000
6440	Vehicles	0	0	130,000	130,000
6420	Furniture & Furnishings	0	0	100,000	100,000
6450	Radios	0	0	0	0
	Total Capital Outlay	$ 35,499	$ 74,209	$ 505,000	$ 630,000

FY 2026 Proposed Budget

Fund Title: Building		**Deparment: Building**		
Fund/Division Number: 420-2902-524		**Division:**		
	2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Non-operating Expenses				
Debt Service Principle	$ 0	$ 127,726	$ 0	$ 0
Debt Service Interest	0	5,891	0	0
Loan Interest	0	3,193	0	0
9201 Debt Service/Radios	4,455	0	0	0
Total Non-Operating Expenses	$ 4,455	$ 136,810	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 2,803,632**	**$ 3,078,229**	**$ 6,432,915**	**$ 6,896,341**

FY 2026 Proposed Budget

Fund Title: Building		**Deparment: Animal Shelter**			
Fund/Division Number: 407-0000		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Grants					
331 36	General Grants	$ 0	$ 0	$ 50,000	$ 50,000
	Total Grants	$ 0	$ 0	$ 50,000	$ 50,000
Charge for Services					
341 40	Adoption Services	$ 0	$ 61,114	$ 60,000	$ 60,000
341 60	Impound Fees	0	7,248	10,000	10,000
341 94	Service Fees	0	0	35,000	25,000
	Total Charges for Services	$ 0	$ 68,362	$ 105,000	$ 95,000
Municipal Charges					
354 60	License Fees	$ 0	$ 0	$ 0	$ 0
	Total Municipal Charges	$ 0	$ 0	$ 0	$ 0
Clinical Charges					
354 60	Sterilization Surgeries	$ 0	$ 0	$ 375,000	$ 200,000
354 70	Vaccinations	0	0	125,000	100,000
354 70	Vaccinations	0	0	0	75,000
354 70	Vaccinations	0	0	0	50,000
	Total Clinical Charges	$ 0	$ 0	$ 500,000	$ 425,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 0	$ 0	$ 0	$ 0
361 33	Merchandise Sales	0	1,206	10,000	2,500
369 31	Animal Care Products (medical)	0	0	62,500	0
369 58	Business Contributions/Donations	0	15,190	150,000	150,000
369 59	Redemption Fee	0	8,230	0	0
369 60	Reimbursement of Expenses	0	696	0	0
369 90	Other Misc. Revenue	0	3,200	25,000	23,508
	Total Miscellaneous Revenues	$ 0	$ 28,521	$ 247,500	$ 176,008
Interfund Transfers					
381 10	General Fund	$ 0	$ 199,500	$ 300,000	$ 0
381 50	Restricted Fund	0	555,000	200,000	250,000
381 51	Restricted Fund - ARP	0	0	0	0
	TOTAL Interfund Transfers	$ 0	$ 754,500	$ 500,000	$ 250,000
	Total Revenues	$ 0	$ 851,383	$ 1,402,500	$ 996,008
	Appropriated Retained Earnings	0	0	0	0
	TOTAL RESOURCES	**$ 0**	**$ 851,383**	**$ 1,402,500**	**$ 996,008**

FY 2026 Proposed Budget

Fund Title: Building		**Deparment:**	**Animal Shelter**
Fund/Division Number: 407-0000		**Division:**	

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Approved
Budgeted Staffing Level				
Operations Manager	1	1	1	1
Animal Care Lead	1	1	0	1
Animal Care Specialist I	5	6	8	6
Administrative Assistant (PT)	2	2	2	2
Office Manager/Surgery Technician	0	0	1	0
Veterinary Technician	0	0	1	0
Veterinary Administrative Assistant	0	0	1	0
Animal Care Specialist II	2	0	0	0
Assistant Operations Manager	1	1	0	0
Animal Care Lead Dogs	1	1	0	0
Animal Care Lead Cats	1	1	0	0
Animal Care Medical	1	0	0	0
Kennel Manager	0	0	1	0
Animal Shelter Administrator	0	0	1	0
Total Budgeted Staffing Level	15	13	16	10

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 396,682	$ 309,710	$ 614,489	$ 403,996
1030	Accrued Compensation	0	2,156	500	0
1040	Overtime	0	107,529	0	0
2010	FICA Taxes	30,346	32,021	47,047	30,906
2020	Retirement Contributions	67,952	65,470	114,203	79,749
2030	Life & Health Insurance	103,700	54,867	108,050	78,358
2035	Dental Insurance	5,117	2,317	5,030	3,914
2040	Workers' Compensation	5,771	1,600	8,312	6,060
	Total Personnel Services	$ 609,568	$ 575,670	$ 897,632	$ 602,983
Operating Expense					
3181	Veterinary Services-Steralization	$ 50,000	$ 164,127	55,000	$ 100,000
3181	Veterinary Services/Vaccinations	20,000	0	0	0
3182	Veterinary Services/Miscellaneous	20,000	41,111	25,000	25,000
3199	Veterinary Cleaning Supplies	10,000	0	0	0
3199	Janitorial Supplies	3,000	0	0	0
3490	Contraactual Services	0	3,032	107,500	25,000
3494	Spay/Neuter	0	500	0	0

FY 2026 Proposed Budget

Fund Title: Building		**Deparment:**	**Animal Shelter**
Fund/Division Number: 407-0000		**Division:**	

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
3495	Temporary Employee Services	0	235,370	30,000	74,525
4020	Travel & Education	0	800	2,500	3,000
4110	Communications	0	5,646	0	7,000
4410	Equipment Rental	0	280	500	5,000
4610	Building Maitenance	0	13,643	2,500	5,000
4675	Software Maintenance	1,000	21,291	9,000	1,500
4680	Pest Control	1,000	0	0	0
4710	Outreach & Education	1,000	0	0	0
4810	Advertising	2,500	3,410	3,500	3,500
4830	Marketing & Promotions	1,000	0	1,000	1,000
4928	Merchandise/Cost of Goods Sold	3,000	0	1,500	1,000
4960	Administrative Fees	0	0	0	0
4979	Licenses & Fees	250	0	0	0
4990	Miscellaneous Expenses	2,500	3,303	5,000	5,000
5110	Office Supplies	2,000	2,053	3,000	3,000
5150	Miscellaneous Equipment	0	31,152	0	0
5210	Gas & Oil	0	284	0	500
5221	Animal Care-Food	15,000	2,069	15,000	15,000
5222	Animal Care Supplies	5,000	24,978	58,368	25,000
5223	Medical Supplies	40,000	20,750	160,000	70,000
5224	Rescue Cleaning Supplies	0	0	0	0
5230	Cleaning Supplies	0	9,553	22,000	15,000
5231	Safety Supplies	0	1,004	1,500	3,000
5232	Other Supplies	0	0	0	2,500
5250	Uniforms	2,500	4,425	1,500	1,500
5410	Books, Pubs, Subscriptions&Mbrshp	750	189	500	1,000
5900	Depreciation	0	2,293	0	2,293
	Total Operating Expense	$ 180,500	$ 591,264	$ 504,868	$ 395,318
Capital Outlay					
6310	Buildings	$ 0	$ 242,939	$ 0	$ 0
6320	Other Improvements	25,000	14,894	0	0
6410	Office Equipment & Mach	50,000	11,205	0	0
6420	Furniture & Furnishings	25,000	0	0	0
6440	Other Equipment & machinery	0	13,190	0	0
6490	Clinic/Surgery Equipment	200,000	0	0	0
	Total Capital Outlay	$ 300,000	$ 282,227	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,090,068**	**$ 1,449,161**	**$ 1,402,500**	**$ 998,301**

FY 2026 Proposed Budget

Fund Title: Stormwater			**Deparment:**	**Stormwater**	
Fund/Division Number: 403-0000			**Division:**		

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Grants					
331 36	Federal Grants	$ 0	$ 0	$ 0	$ 0
331 36	State Grants	647,570	0	0	0
	Total Grants	$ 647,570	$ 0	$ 0	$ 0
Charges for Services					
343 90	Stormwater Utility Fee	$ 3,761,446	$ 3,381,979	$ 3,674,217	$ 3,624,589
	Total Charges for Services	$ 3,761,446	$ 3,381,979	$ 3,674,217	$ 3,624,589
Miscellaneous Revenue					
361 10	Interest on Investments	$ 606	$ 667	$ 1,000	$ 1,000
361 33	Other Investment Interest	4,670	1,091	0	1,000
366 90	Contributions/Private Sources	0	0	0	0
369 43	Contractual/CDBG	0	0	0	0
369 31	Reimb. Of Expenditurees	540,401	0	0	0
369 31	Reimb. Of Expenditurees/FPUA	0	39,210	0	0
369 60	Reimb. Of Expenditurees/State	0	0	0	0
369 90	Miscellaneous Revenue	0	0	0	0
	Total Miscellaneous Revenue	$ 545,676	$ 40,968	$ 1,000	$ 2,000
Interfund Transfers					
381 01	Transfer from General	$0	$0	$0	$0
381 89	Transfer from Restricted	0	48,000	0	0
	Total Interfund Transfers	$ 0	$ 48,000	$ 0	$ 0
	Total Revenues	$ 4,954,692	$ 3,422,947	$ 3,675,217	$ 3,626,589
	Appropriated Retained Earnings	(1,042,172)	0	1,373,847	49,428
	TOTAL RESOURCES	**$ 3,912,520**	**$ 3,422,947**	**$ 5,049,064**	**$ 3,676,017**

FY 2026 Proposed Budget

Fund Title: Stormwater		**Deparment:**	**Stormwater**
Fund/Division Number: 403-0000		**Division:**	

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expenses					
3120	Legal	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	3,102	3,200	3,200	3,300
3470	SMU Locates	4,404	3,764	40,000	40,000
3487	Financial & Admin	69,157	17,892	67,000	67,000
3490	Misc. Contract Services	711,922	324,758	895,215	1,158,479
4020	Travel & Education	0	876	2,500	2,500
4120	Freight and Postage	399	21	1,000	1,000
4410	Equipment Rental	3,273	114,988	5,000	5,000
4610	Storm Drainage	106,659	6,588	260,000	260,000
4620	Canals	210,579	542,695	605,000	500,000
4650	Vehicles	0	0	0	0
4651	Vehicle Parts	37,611	0	0	0
4670	Computer Maintenance	0	0	500	500
4675	Software Maintenance	0	0	5,000	7,000
4710	Reproduction	0	2,745	3,000	3,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	334,477	367,316	430,553	452,081
4990	Miscellaneous Expense	230	224	1,000	1,000
5120	EDP Supplies	734	240	1,500	1,500
5150	Miscellaneous Equip Expense	0	0	0	0
5410	Books,Pubs,Subscriptions&Mbrshp	8,938	950	1,000	1,000
5900	Depreciation	1,440,481	1,485,037	1,440,481	1,485,037
	Total Operating Expense	$ 2,931,966	$ 2,871,294	$ 3,761,949	$ 3,988,397
Capital Outlay					
6310	Roads & Bridges	$ 767,828	$ 51,786	$ 0	$ 0
6320	Other Structures & Facilities	0	115,179	0	0
6330	Sidewalks, Curbs, & gutters	768,305	0	0	0
6410	Office Equip. & Machinery	0	0	252,000	0
6430	Heavy Equipment	0	795,484	0	0
6445	Other Improvements	0	0	0	0
	Total Capital Outlay	$ 1,536,133	$ 962,449	$ 252,000	$ 0
Debt Service					
7071	Principal	$ 1,017,600	$ 1,040,800	$ 1,057,200	$ 1,083,800
7072	Interest	148,871	127,280	107,102	84,655
7073	Other Debt Service Cost	4,202	4,202	4,202	4,202
	Total Debt Service	$ 1,170,673	$ 1,172,282	$ 1,168,504	$ 1,172,657
	TOTAL APPROPRIATIONS	**$ 5,638,772**	**$ 5,006,025**	**$ 5,182,453**	**$ 5,161,054**

THE SUNRISE CITY

FORT PIERCE *Florida*

FY 2025/26



PROPOSED OPERATING BUDGET

July 14, 2025 Budget Workshop

General Fund's FY 2026 Proposed Budget is balanced at $67,537,211; a $2,869,107 (4.4%) Increase from FY 2025

Budget Highlights

1. Increased Estimated Taxable Value for Property

   $4,883,727,890; a 10.46% increase

2. No change to the Millage Rate - 6.900%

Budget Highlights

3. Ad valorem revenue $32,012,836; increase of $2,778,920

4. Due to economic indicators and historical trends, several revenue line items decreased or remained unchanged.

   (Potential ad valorem changes, policy uncertainty around trade & tariffs, interest rates, and the 35% probability of a recession over the next 12 months)

Budget Highlights

5. $600,000 Restricted for FY 2027 Capital Expenditures

Budget Highlights

6. 8 New Positions being added to General Fund FY'26 Personnel Count:

City Manager – 3

1. Director of Real Property & Asset Management
2. Community Outreach Manager
3. Administrative Assistant (moved from Code Enforcement)

IT – 1

4. Network Administrator

Police – 2

5. Community Service Officer
6. Records Specialist

Public Works – 2

7. Service Advisor (Fleet)

Engineering - 1

8. City Engineering

Budget Highlights

7. Cost of Living Increases (5%) for all Bargaining and Non-bargaining Employees

8. Cost of Living Increases for Sworn Officers; Current Step Plan +5%

- ❖ Police Budget ($20,748,041) is 30.72% of the General Fund's Total Budget

Budget Highlights

9. Retirement Contribution Rate

- Increase 1.17% for General
- Increase 2.21% for Police

10. Increase in Health Insurance Premium of 1.5% and no change in Dental Insurance Premium

Budget Highlights

11. Operating Expenditures increased $1,472,227; budgets for all departments were re-evaluated, and line items were adjusted.
12. Capital Outlay $1,917,418, an increase of $726,366
13. Debt Service payments decreased ($288)
14. Non-Operating Expenditures decreased ($520,000)

CITY OF FORT PIERCE
DEBT LIMIT
FISCAL 2026

ISSUE	ORIGINAL ISSUE AMOUNT	MATURES	FY 2026 PRINCIPAL	FY 2026 INTEREST	DEBT LIMIT	FPRA LIMIT
					$67,000,000	N/A
TOTAL GENERAL			1,393,045.15	132,272.11	5,150,788.60	0.00
TOTAL FPRA			3,467,000.00	1,053,605.00	0.00	21,641,500.00
TOTAL MARINA			511,040.75	148,883.80	5,022,094.50	0.00
TOTAL STORMWATER			1,083,800.00	84,654.53	3,443,100.00	0.00
ALL FUNDS ANNUAL TOTAL			6,454,885.90	1,419,415.44		
TOTAL DEBT APPLICABLE TO LIMIT					13,615,983.10	21,641,500.00
DEBT MARGIN (Available Capacity)					53,384,016.90	N/A
PERCENTAGE OF DEBT LIMIT					20.32%	

CITY OF FORT PIERCE
DEBT BALANCES
FISCAL 2026

CITY OF FORT PIERCE DEBT LIMIT $67,000,000

FISCAL YEAR	DEBT BALANCES 2025	DEBT BALANCES 2026	INCREASE/ DECREASE
TOTAL GENERAL	6,543,833.76	5,150,788.60	(1,393,045.16)
TOTAL FPRA	25,108,500.00	21,641,500.00	(3,467,000.00)
TOTAL MARINA	5,533,135.24	5,022,094.50	(511,040.74)
TOTAL STORMWATER	4,526,900.00	3,443,100.00	(1,083,800.00)
ALL FUNDS ANNUAL TOTAL			
TOTAL DEBT BALANCES	41,712,369.00	35,257,483.10	(6,454,885.90)
GENERAL & FPRA	6,543,833.76 25,108,500.00	5,150,788.60 21,641,500.00	
GENERAL & FPRA TOTAL	31,652,333.76	26,792,288.60	(4,860,045.16)

Total Debt Balance decreased from FY2012 $95,895,000 to FY2025 $41,712,369; decrease of $54,182,631

GENERAL FUND
5 YEAR PROJECTED BUDGET

REVENUES & SOURCES:	2024 ACTUAL	2025 APPROVED	2026 PROPOSED	2027 FORECASTED	2028 FORECASTED	2029 FORECASTED	2030 FORECASTED
PROPERTY TAXES	26,236,260	$29,273,916	$32,062,836	$31,581,893	$30,792,346	$30,022,537	$29,271,974
UTILITY TAXES	5,706,058	5,120,000	5,535,000	5,424,300	5,288,693	5,156,475	5,027,563
FRANCHISE FEES	2,433,366	2,501,400	2,425,900	2,389,512	2,329,774	2,271,529	2,214,741
LICENSES & PERMITS	649,287	763,200	665,500	648,863	632,641	616,825	601,404
INTERGOVERNMENTAL	9,445,181	9,004,500	8,890,500	8,668,238	8,451,532	8,240,243	8,034,237
CHARGES FOR SERVICES	576,675	658,650	613,850	604,642	589,526	574,788	560,418
FINES & FORFEITURES	420,525	274,500	341,000	335,885	327,488	319,301	311,318
MISCELLANEOUS REVENUES	795,766	606,300	663,300	653,351	637,017	621,091	605,564
REIMBURSEMENT OF CONTRACTUAL SERVICES	633,587	758,000	758,000	739,050	720,574	702,559	684,995
ADMINISTRATIVE REIMBURSEMENT	829,183	1,036,750	1,113,500	1,085,663	1,058,521	1,032,058	1,006,256
OTHER MISCELLANEOUS REIMBURSEMENTS	889,067	800,000	800,000	788,000	768,300	749,093	730,365
FPRA TRANSFERS	3,879,075	5,442,950	4,290,825	4,189,475	3,137,525	2,662,125	2,667,300
OTHER INTERFUND TRANSFERS	186,345	250,000	1,225,000	1,206,625	975,000	975,000	975,000
FPUA CONTRIBUTIONS	7,467,922	8,002,938	7,977,000	8,107,360	7,904,676	7,707,059	7,514,383
SOLID WASTE CONTRIBUTIONS	500,000	500,000	500,000	500,000	500,000	500,000	500,000
MARINA CONTRIBUTIONS	275,000	275,000	275,000	275,000	275,000	275,000	275,000
APPROPRIATED FUND BALANCE	0	0	0				
RESTRICTED REVENUE	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)
UNRESTRICTED FUND BALANCE/FORWARD	(807,919)	0	0				
TOTAL REVENUES & SOURCES	**$59,515,378**	**$64,668,104**	**$67,537,211**	**$66,597,855**	**$63,788,611**	**$61,825,684**	**$60,380,520**
% ANNUAL CHANGE	**2.40%**	**8.7%**	**2.0%**	**-1.4%**	**-4.2%**	**-3.1%**	**-2.3%**

EXPENDITURES & USES:	2024 ACTUAL	2025 APPROVED	2026 PROPOSED	2027 FORECASTED	2028 FORECASTED	2029 FORECASTED	2030 FORECASTED
PERSONNEL SERVICES-BARGAINING & NON-BARGAINING	14,316,755	16,637,489	18,838,859	16,132,764	16,132,764	16,132,764	16,132,764
PERSONNEL SERVICES - POLICE	17,708,299	19,340,892	18,330,323	19,490,462	19,490,462	19,490,462	19,490,462
OPERATING EXPENDITURES	17,223,868	18,066,141	19,539,869	19,865,913	20,859,208	20,859,208	20,859,208
CAPITAL	3,841,056	4,191,052	4,915,918	8,215,257	9,063,423	10,987,326	27,977,656
GRANTS & AIDS	662,691	573,000	573,000	573,000	573,000	573,000	573,000
DEBT SERVICE	3,649,273	3,589,530	3,527,519	3,589,242	3,442,261	3,442,661	3,449,004
NONOPERATING EXPENDITURES	2,113,436	2,270,000	1,811,723	2,750,100	2,750,100	2,750,100	2,750,100
TOTAL EXPENDITURES & USES	**$59,515,378**	**$64,668,104**	**$67,537,211**	**$70,616,739**	**$72,311,219**	**$74,235,522**	**$91,232,195**
% ANNUAL CHANGE	**2.40%**	**8.7%**	**2.0%**	**4.6%**	**2.4%**	**2.7%**	**22.9%**
ANNUAL INCREASE/(DECREASE) IN FUNDS	**($0)**	**$0**	**$0**	**($4,018,883)**	**($8,522,608)**	**($12,409,838)**	**($30,851,675)**

FPRA

FY'26 Budget $14,654,125; increase of $1,056,588

1. **Ad Valorem Taxes $14,275,325; increase of $1,037,788**
2. **$500,000 allocated for Community Policing**

FPRA

3. $500,000 allocated for School Resource Officers
4. $1,132,860 allocated for 10 Officers for FPRA area
5. $1,500,000 Transfer to General Fund; balance after transfer $1,940,267

Enterprise Funds

(Spending Plans)

FUND	FISCAL 2025	FISCAL 2026	DIFFERENCE
MARINA	$ 7,299,274	$ 7,749,177	$ 449,903
SOLID WASTE	$ 9,810,159	$ 12,594,126	$ 2,783,967
GOLF COURSE	$ 1,617,625	$ 1,780,265	$ 162,640
SUNRISE	$ 3,707,652	$ 4,669,313	$ 961,661
BUILDING	$ 6,344,347	$ 6,810,291	$ 465,944
ANIMAL SHELTER	$ 1,402,500	$ 996,008	$ (406,492)

Special Revenue Funds

FUND	FISCAL 2025	FISCAL 2026	DIFFERENCE
POLICE GRANTS	$ 1,176,929	$ 601,200	$ (575,729)
POLICE GRANTS/FPRA	$ 990,602	$ 1,132,860	$ 142,258
CDBG	$ 1,000,771	$ 3,313,564	$ 2,312,793
SHIP	$ 377,909	$ 356,968	$ (20,941)
GRANTS ADMINISTRATION	$ 548,133	$ 252,500	$ (295,633)

City Commission Day Meeting & Budget Workshop 9:00 AM

10. B.

Meeting Date: 07/14/2025

Re:

SUBJECT:

Five (5) Year Financial Projection

Attachments

2026 Five Year Projected Budget

Form Review

Form Started By: Jennifer Robinson Started On: 07/02/2025 04:22 PM

Final Approval Date: 07/02/2025

GENERAL FUND
5 YEAR PROJECTED BUDGET

REVENUES & SOURCES:	2024 ACTUAL	2025 APPROVED	2026 PROPOSED	2027 FORECASTED	2028 FORECASTED	2029 FORECASTED	2030 FORECASTED
PROPERTY TAXES	26,236,260	$29,273,916	$32,062,836	$31,581,893	$30,792,346	$30,022,537	$29,271,974
UTILITY TAXES	5,706,058	5,120,000	5,535,000	5,424,300	5,288,693	5,156,475	5,027,563
FRANCHISE FEES	2,433,366	2,501,400	2,425,900	2,389,512	2,329,774	2,271,529	2,214,741
LICENSES & PERMITS	649,287	763,200	665,500	648,863	632,641	616,825	601,404
INTERGOVERNMENTAL	9,445,181	9,004,500	8,890,500	8,668,238	8,451,532	8,240,243	8,034,237
CHARGES FOR SERVICES	576,675	658,650	613,850	604,642	589,526	574,788	560,418
FINES & FORFEITURES	420,525	274,500	341,000	335,885	327,488	319,301	311,318
MISCELLANEOUS REVENUES	795,766	606,300	663,300	653,351	637,017	621,091	605,564
REIMBURSEMENT OF CONTRACTUAL SERVICES	633,587	758,000	758,000	739,050	720,574	702,559	684,995
ADMINISTRATIVE REIMBURSEMENT	829,183	1,036,750	1,113,500	1,085,663	1,058,521	1,032,058	1,006,256
OTHER MISCELLANEOUS REIMBURSEMENTS	889,067	800,000	800,000	788,000	768,300	749,093	730,365
FPRA TRANSFERS	3,879,075	5,442,950	4,290,825	4,189,475	3,137,525	2,662,125	2,667,300
OTHER INTERFUND TRANSFERS	186,345	250,000	1,225,000	1,206,625	975,000	975,000	975,000
FPUA CONTRIBUTIONS	7,467,922	8,002,938	7,977,000	8,107,360	7,904,676	7,707,059	7,514,383
SOLID WASTE CONTRIBUTIONS	500,000	500,000	500,000	500,000	500,000	500,000	500,000
MARINA CONTRIBUTIONS	275,000	275,000	275,000	275,000	275,000	275,000	275,000
APPROPRIATED FUND BALANCE	0	0	0				
RESTRICTED REVENUE	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)	(600,000)
UNRESTRICTED FUND BALANCE/FORWARD	(807,919)	0	0				
TOTAL REVENUES & SOURCES	**$59,515,378**	**$64,668,104**	**$67,537,211**	**$66,597,855**	**$63,788,611**	**$61,825,684**	**$60,380,520**
% ANNUAL CHANGE	**2.40%**	**8.7%**	**2.0%**	**-1.4%**	**-4.2%**	**-3.1%**	**-2.3%**

EXPENDITURES & USES:	2024 ACTUAL	2025 APPROVED	2026 PROPOSED	2027 FORECASTED	2028 FORECASTED	2029 FORECASTED	2030 FORECASTED
PERSONNEL SERVICES-BARGAINING & NON-BARGAINING	14,316,755	16,637,489	18,838,859	16,132,764	16,132,764	16,132,764	16,132,764
PERSONNEL SERVICES - POLICE	17,708,299	19,340,892	18,330,323	19,490,462	19,490,462	19,490,462	19,490,462
OPERATING EXPENDITURES	17,223,868	18,066,141	19,539,869	19,865,913	20,859,208	20,859,208	20,859,208
CAPITAL	3,841,056	4,191,052	4,915,918	8,215,257	9,063,423	10,987,326	27,977,656
GRANTS & AIDS	662,691	573,000	573,000	573,000	573,000	573,000	573,000
DEBT SERVICE	3,649,273	3,589,530	3,527,519	3,589,242	3,442,261	3,442,661	3,449,004
NONOPERATING EXPENDITURES	2,113,436	2,270,000	1,811,723	2,750,100	2,750,100	2,750,100	2,750,100
TOTAL EXPENDITURES & USES	**$59,515,378**	**$64,668,104**	**$67,537,211**	**$70,616,739**	**$72,311,219**	**$74,235,522**	**$91,232,195**
% ANNUAL CHANGE	**2.40%**	**8.7%**	**2.0%**	**4.6%**	**2.4%**	**2.7%**	**22.9%**
ANNUAL INCREASE/(DECREASE) IN FUNDS	**($0)**	**$0**	**$0**	**($4,018,883)**	**($8,522,608)**	**($12,409,838)**	**($30,851,675)**

City Commission Day Meeting & Budget Workshop 9:00 AM

10. C.

Meeting Date: 07/14/2025

Re:

SUBJECT:

Five (5) Year Capital Improvement Projects FY 2026 to FY 2030

Attachments

Five Year CIP FY 2026 to FY 2030

Presentation

Form Review

Form Started By: Jennifer Robinson Started On: 07/02/2025 04:23 PM

Final Approval Date: 07/02/2025

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
FACILITIES MAINTENANCE PROJECTS					
City Hall Exterior Stucco Repair and Waterproofing	$ 78,063	$ -	$ -	$ -	$ -
Parking Garage Structural Repairs/Engineering	-	833,000	-	-	-
Downtown Gazebo	-	25,000	-	-	-
City Hall Grimes	99,725	-	-	-	-
Rotary Park/Kids Crossings - Renovations & Repairs (per	72,000	-	-	-	-
Basketball Courts Resurfacing	-	-	41,250	-	-
Riverwalk Center Renovation	30,000	-	-	-	-
Park Restroom Renovations	141,120	98,700	-	-	-
Purchasing Department Sink	7,500	-	-	-	-
Canvas Awning	-	-	-	9,800	-
City Hall/Parking Garage Covered Walkway	-	-	-	-	150,000
Historic Lookout Tower	-	100,000	-	-	-
Subtotal Facilities Maintenance Projects	**$ 428,408**	**$ 1,056,700**	**$ 41,250**	**$ 9,800**	**$ 150,000**
STREETS AND DRAINAGE PROJECTS					
Barber Surf Rake 600HD	$ 85,000	$ -	$ -	$ -	$ -
Kubota M5-111	62,000	-	-	-	-
Wheeled Excavator Long-Reach	-	350,000	-	-	-
300 Series Loader	-	-	240,000	-	-
Dump Truck	-	-	-	200,000	210,000
Street Sweeper	-	450,000	-	-	-
Subtotal Streets and Drainage Projects	**$ 147,000**	**$ 800,000**	**$ 240,000**	**$ 200,000**	**$ 210,000**
FLEET MAINTENANCE PROJECTS					
Heavy Shop 10-Ton Jack	$ 8,600	$ -	$ -	$ -	$ -
Shop A/C Reclaim & Charge Machine	22,000	-	-	-	-
:ight Duty Shop Tire Changer	10,000	-	-	-	-
Light Duty Shop Tire Balancer	11,000	-	-	-	-
Light Shop - Ice Machine	5,000	-	-	-	-
Subtotal Fleet Maintenace Projects	**$ 56,600**	**$ -**	**$ -**	**$ -**	**$ -**
PARKS AND GROUNDS PROJECTS					
Skid-Steer	$ -	$ 90,000	$ -	$ -	$ -
Mini Excavator	48,000	-	-	-	-
Ditch Witch ST37X	38,000	-	-	-	-
Utility Vehicle	27,000	-	-	-	-
Mower	28,000	29,000	30,000	31,000	32,000
Grapple Truck	-	-	300,000	-	-
Bucket Ruck	-	-	-	310,000	-
Dump Truck	90,000	-	-	-	-
Arrow Board	6,000	6,500	-	-	-
Enclosed Trailer	-	-	-	13,000	26,000
Subtotal Parks and Grounds Projects	**$ 237,000**	**$ 125,500**	**$ 330,000**	**$ 354,000**	**$ 58,000**

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
LEISURE SERVICES PROJECTS					
Digital Marquee for Recreation Center		$ 50,000	$ -	$ -	$ -
HVAC for Riverwalk	10,000	-	-	-	-
Riverwalk Kitchen Renovations	10,000	-	-	-	-
Camera Surveillance-Recreation Center	-	15,000	-	-	-
Gym/Office Flooring-Recreation Center	10,000	-	-	-	-
Garden Center Renovation	-	100,000	-	-	-
Modern Furniture and Updated Lighting-Riverwalk Center	-	25,000	-	-	-
Bleachers with Outdoor Shade and Mulitple Stall Restroom-Recreation Center Fields	-	-	-	-	30,000
Khalil Mack Field Renovation		150,000	150,000	150,000	150,000
Multimedia for Riverwalk Center	-	-	35,000	-	-
Subtotal Liesure Service Projects	**$ 30,000**	**$ 340,000**	**$ 185,000**	**$ 150,000**	**$ 180,000**
HUMAN RESOURCES PROJECTS					
Citywide Digital Bulletin Board System	$ -	$ 15,000	$ 35,000	$ 75,000	$ 20,000
Dedicated Training Room	-	10,000	30,000	24,000	12,000
Subtotal Human Resources Projects	**$ -**	**$ 25,000**	**$ 65,000**	**$ 99,000**	**$ 32,000**
IT PROJECTS					
End User Hardware Refresh Cycle	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
Data Center UPS replacement.	-	60,000	-	-	-
IP Desk Phone Refresh	-	10,000	10,000	10,000	10,000
Time Entry Kiosks	20,000	-	-	-	-
Public Kiosks	15,000	-	-	-	-
Asset Tracking Mobile Scanning Kit	-	8,000	-	-	-
Chamber AV Equipment Upgrades	89,018	-	-	-	-
Overflow/Conference Room A/V Expansion		15,000	-	-	-
Campus TV Distribution Expansion	-	-	-	30,000	-
Compliant Drone	-	-	10,000	-	-
Subtotal IT Projects	**$ 199,018**	**$ 168,000**	**$ 95,000**	**$ 115,000**	**$ 329,000**
POLICE PROJECTS					
Flock		$ 435,600	$ 435,600	$ 435,600	$ 435,600
Axon	767,892	797,613	829,517	862,698	897,206
Superion/Central Square	-	95,030	104,533	114,987	126,485
Digital Access Control	-	150,000	-	-	-
Computers and Upgrades	-	18,425	36,850	-	-
PLX Penlink	-	22,000	24,200	26,620	29,282
Cellebrite Guardian PRO	-	45,100	49,610	54,571	60,028
File OnQ	-	39,380	43,318	47,650	52,415
GreyKey - Magnet Forensics	-	28,600	31,460	34,606	38,067
Access Gates	-	7,300	-	-	-
A/C Units	-	70,000	-	-	-
Furniture & Furnishings	-	19,350	-	-	-
Americat Boat Motors for Marine Unit	-	56,500	-	-	-
CASPER	-	5,000	-	-	-
Substation Kitchen Renovation	-	7,000	-	-	-
Leads Online	-	9,350	10,285	11,314	12,445
Generator	-	7,800	-	-	-
SMARSH	-	16,500	18,150	19,965	21,962
DELL Marketing -Absolute Net Motion	-	22,000	24,200	26,620	29,282
DELL Marketing -Carbon Black	-	13,200	14,520	15,972	17,569
Insight Public Sector - Fox IT PDF EDITOR	-	9,900	10,890	11,979	13,177
DATA443	-	11,000	12,100	13,310	14,641

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
POLICE PROJECTS CONTD.					
CLEARVIEW AI	-	15,400	16,940	18,634	20,497
Forenscope	-	86,555	-	-	-
FSIS II System	-	85,251	-	-	-
SafeFume	-	9,203	-	-	-
Training Software	-	15,000	-	-	-
Subtotal Police Projects	**$ 767,892**	**$ 2,098,057**	**$ 1,662,173**	**$ 1,694,526**	**$ 1,768,656**
ENGINEERING PROJECTS					
Pavement Markings	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
13th Street (Avenue E to Avenue Q)	-	-	360,000	-	-
13th Street (Virginia Avenue to Georgia Avenue)	-	-	500,000	3,000,000	4,500,000
Avenue I Corridor (13th Street to 25th Street)	-	-	300,000	-	3,700,000
33rd Street/Delaware Avenue Reconstruction	-	-	-	300,000	-
7th Street Reconstruction (Avenue D to Avenue H)	-	-	200,000	-	-
5th Street (Orange Ave. to Avenue A)	-	150,000	-	-	600,000
Hibiscus Park Neighborhood Revitalization	-		300,000	-	5,700,000
Indian River Drive Sidewalk (Delaware Ave. to Old Fort Park)	-	30,000	110,000	-	-
Downtown Restroom (Fishing Pier Location)	-	123,500	-	-	-
PAL Park Restroom Construction	-	248,500	-	-	-
PAL Park Football/Soccer Field	-	300,000	-	-	-
South Bridge Fishing Pier - Solar Lighting	-	-	175,000	-	-
Moore's Creek Linear Park - Phase 2	-	-	500,000	-	8,000,000
PAL Park Basketball Court	-	-	-	65,000	-
Lincoln Park Regional Park	-	-	100,000	400,000	-
Veterans Memorial Park	-	-	150,000	850,000	-
Beach Renourishment	-	-	1,000,000	1,000,000	-
Subtotal Engineering Projects	**$ 50,000**	**$ 902,000**	**$ 3,745,000**	**$ 5,665,000**	**$ 22,550,000**
TOTAL GENERAL FUND APPROPRIATIONS	**$ 1,915,918**	**$ 5,515,257**	**$ 6,363,423**	**$ 8,287,326**	**$ 25,277,656**

SPECIAL REVENUE FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
CDBG PROJECTS					
Preemptive Traffic Light System	$ 296,976				
Fenn Park Playground	532,000				
Dreamland Park Playground	267,142				
Moore's Creek Fit Park	318,457	-			
Total CDBG Projects	**$ 1,414,575**	**$ -**	**$ -**	**$ -**	**$ -**
FPRA PROJECTS					
Harobour Pointe Park Boat Ramp	$ 1,000,000	$ -	$ 500,000	$ 500,000	$ 500,000
Percy Peek Gymnasium Improvements	100,000	-	-	-	-
Jetty Park West	-	855,000	-	-	-
Depot Drive Improvements	200,000	500,000	1,500,000	1,000,000	-
Festival Street	-	500,000	500,000	500,000	500,000
Riverwalk Enhancement	165,000	-	-	-	-
Marina Square Redevelopment	100,000	2,000,000	1,000,000	1,000,000	-
Old St. Anastasia Redevelopment	-	150,000	-	3,500,000	1,000,000
Downtown Waste Management Pilot	200,000	-	-	-	-
PAD Parking Improvement	373,000	-	-	-	-
Jaycee Park Improvements	387,000	-	-	-	-
Moore's Creek Connectivity	-	-	-	-	250,000
Marina Park Promenade			75,000		
Downtown Streetscape		275,000			
Alleyway Beautification Project	100,000				
Educational Kiosks	25,000	-	-	-	-
Total FPRA Projects	**$ 2,650,000**	**$ 4,280,000**	**$ 3,575,000**	**$ 6,500,000**	**$ 2,250,000**
SURTAX PROJECTS					
Street Resurfacing (Citywide) - Annual	$ 950,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ -
13th Street (Georgia Avenue to Orange Avenue)	-	-	3,430,160	-	-
Wendell Road (7th Street to 8th Street)	-	100,000	-	1,052,060	-
Avenue I Corridor (13th Street to 25th Street)	-	-	300,000	-	3,700,000
11th Street, Preston Court , Boston Avenue Roadway Reconstruction	-	-	-	150,000	-
Citrus Avenue Reconstruction (US Highway 1 to S. 7th Street)	1,300,705	-	-	-	-
Pavement Condition Assessment	260,000	10,000	10,000	10,000	10,000
N 29th Street - Orange Avenue to Avenue Q	350,000	-	-	-	-
Avenue D Streetscape (29th Street to US 1)	4,002,425	-	-	-	-
Avenue D Reconstruction (US 1 to Indian River Drive)	-	-	-	2,545,200	-
Emil Avenue Sidewalk (Oleander Ave. to US 1)	-	75,000	625,000	-	-
Nebraska Avenue Sidewalk (Lawnwood Circle to S 13th St.)	900,000	-	-	-	-
Total Surtax Projects	**$ 7,763,130**	**$ 2,157,000**	**$ 7,490,160**	**$ 11,072,260**	**$ 11,710,000**

SPECIAL REVENUE FUND CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
SUN TRAIL PROJECTS					
SUN Trail - Historic Downtown Fort Pierce Retrofit - Bike Path/Trail (Georgia Ave. to N. A1A)	$ 250,000	$ 284,420	$ -	$ 4,065,580	$ -
SUN Trail - FEC Overpass - Bike Path/Trail (South of Savannah Road)	-	-	-	-	10,000
SUN Trail - Historic Highwayman Trail Gap (Indian Hills Dr. to Georgia Ave.)	2,062,000	-	-	-	-
Total SUN Trail Projects	**$ 2,312,000**	**$ 284,420**	**$ -**	**$ 4,065,580**	**$ 10,000**
IMPACT FEE PROJECTS					
Granada Street (Porpoise Avenue to north of Gulfstream Avenue)	$ -	$ 680,165	$ -	$ -	$ -
Total Impact Fees Project	**$ -**	**$ 680,165**	**$ -**	**$ -**	**$ -**

ENTERPRISE FUNDS CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
GOLF COURSE PROJECTS					
Indian Hills Club House	$ -	$ -	$ 600,000	$ -	$ -
Golf Cart Barn	-	-	250,000	-	-
Golf Course Pump Station	50,000	20,000	-	-	-
Reconfigurations of South Parking Area	-	-	150,000	-	-
Total Golf Course Projects	**$ 50,000**	**$ 20,000**	**$ 1,000,000**	**$ -**	**$ -**
MARINA PROJECTS					
Moore's Creek's Dredging Project	$ -	$ 175,000	$ -	$ -	$ -
Marina Dredging Project	550,000	1,250,000	-	-	-
North Marina Pump-Out Station	175,000		-	-	-
Marina Expansion	681,500	-	2,318,500	3,000,000	-
Code Compliance Watercraft	254,000	-	-	-	-
Support Vessel	30,000	-	-	-	-
Boat Lift	-	30,000	-	-	-
Fence Replacement & Parking Lot Resurfacing	-	75,000	-	-	-
Total Marina Projects	**$ 1,690,500**	**$ 1,530,000**	**$ 2,318,500**	**$ 3,000,000**	**$ -**
STORMWATER PROJECTS					
16th Street (Avenue K to Avenue I) - Storm Drain	$ -	$ 486,600	$ -	$ -	$ -
Avenue Q (14th to 17th Streets) - Storm Drain	-	1,269,000	-	-	-
Virginia Avenue Canal Stabilization (25th Street - 13th	-	44,000	3,000,000	2,456,000	-
Surfside Drainage/Resurfacing - Phase II	3,737,785	-	-	-	-
Surfside Drainage /Resurfacing - Phase III	-	1,800,000	-	-	-
Surfside Drainage/Resurfacing - Phase IV	-	-	-	1,960,268	-
Basin Management Action Plan (BMAP)	300,000	-	-	-	-
Total Stormwater Projects	**$ 4,037,785**	**$ 3,599,600**	**$ 3,000,000**	**$ 4,416,268**	**$ -**
SOLID WASTE PROJECTS					
Refuse Trucks: Side Load & Commercial Front Load , Grapple Truck, Flatbed Truck	$ 666,000	$ 666,000	$ 666,000	$ 666,000	$ 666,000
Office Flooring	10,000	-	-	-	-
Dispatch Room Electronics	10,000	-	-	-	-
2 Mule Utility Vehicles	53,000	-	-	-	-
Rear Parking Lot Paving	40,000	-	-	-	-
Furniture	7,700				
Forklift	-	45,000	-	-	-
Solid Waste Roof Replacement	120,000	-	-	-	-
Dumpster Enclosures	50,000	50,000	50,000	50,000	50,000
Total Solid Waste Projects	**$ 956,700**	**$ 761,000**	**$ 716,000**	**$ 716,000**	**$ 716,000**

ENTERPRISE FUNDS CAPITAL IMPROVEMENT PROJECTS

Five Year Appropriation Summary

APPROPRIATIONS	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Sunrise Theatre Projects					
A/C Chiller Replacement	-	242,320	-	-	-
Digitsl Marquee	-	200,000	-	-	-
Box Office Window Replacement	-	20,000	-	-	-
Lobby Restroom Renovation	-	-	-	115,000	-
Updated ADA Products	-	20,000	-	-	-
Updated Lighting System	-	-	-	-	200,000
Updated Sound System	-	150,000	-	-	-
Roof Replacement	-	540,000	-	-	-
Total Sunrise Theatre Projects	**$ -**	**$ 1,172,320**	**$ -**	**$ 115,000**	**$ 200,000**

THE SUNRISE CITY

FORT PIERCE

FINANCE DEPARTMENT

Florida

Capital Improvement Projects 2026

GENERAL FUND CAPITAL IMPROVEMENT PROJECTS

2026 Appropriation Summary

APPROPRIATIONS	FY 2026
FACILITIES MAINTENANCE PROJECTS	$ 428,408
STREETS AND DRAINAGE PROJECTS	$ 147,000
FLEET MAINTENANCE PROJECTS	$ 56,600
PARKS AND GROUNDS PROJECTS	$ 237,000
LEISURE SERVICES PROJECTS	$ 30,000
IT PROJECTS	$ 199,018
POLICE PROJECTS	$ 767,892
ENGINEERING PROJECTS	$ 50,000
TOTAL GENERAL FUND APPROPRIATIONS	$ 1,915,918

PUBLIC WORKS ENHANCEMENTS



Cleanlines



Productivity



Responsiveness

ADMINISTRATIVE SERVICES ENHANCEMENTS

Communications

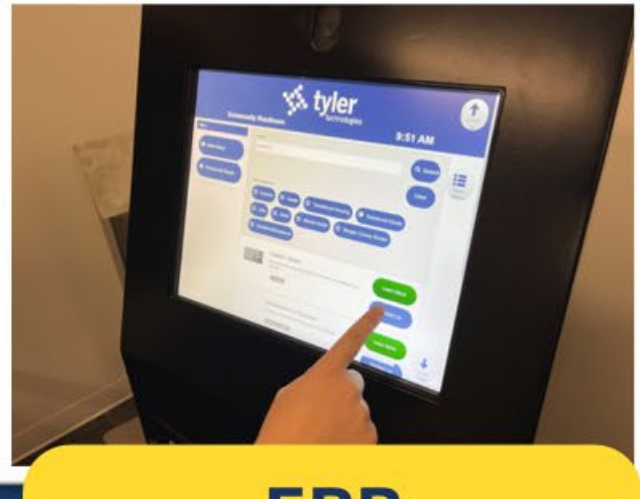


Leisure Services





IT Operations



ERP

Axon Enterprises, Inc.

Provides law enforcement a suite of solutions in an integrated platform that preserves evidence in a seamless environment

- **Taser 7** – Non-lethal use of force alternative for officers to de-escalate a situation
- **Axon Body 4** - Body Worn Camera (BWC)
- **Axon Signal** – Device that triggers hands-free recording
- **Axon Fleet 2** – In car video solution with integrated license plate reader
- **Axon Air DFR** – Drone that provides an aerial view of scenes
- **Axon Respond** – Provides Real-time alerts, live location data, and two-way communications.
- **Axon Interview Cameras** – Interview room video solution
- **Axon Capture** – Allows officer to provide a link to public to upload evidence
- **Axon Evidence** – Manages and seamlessly securely stores all digital evidence

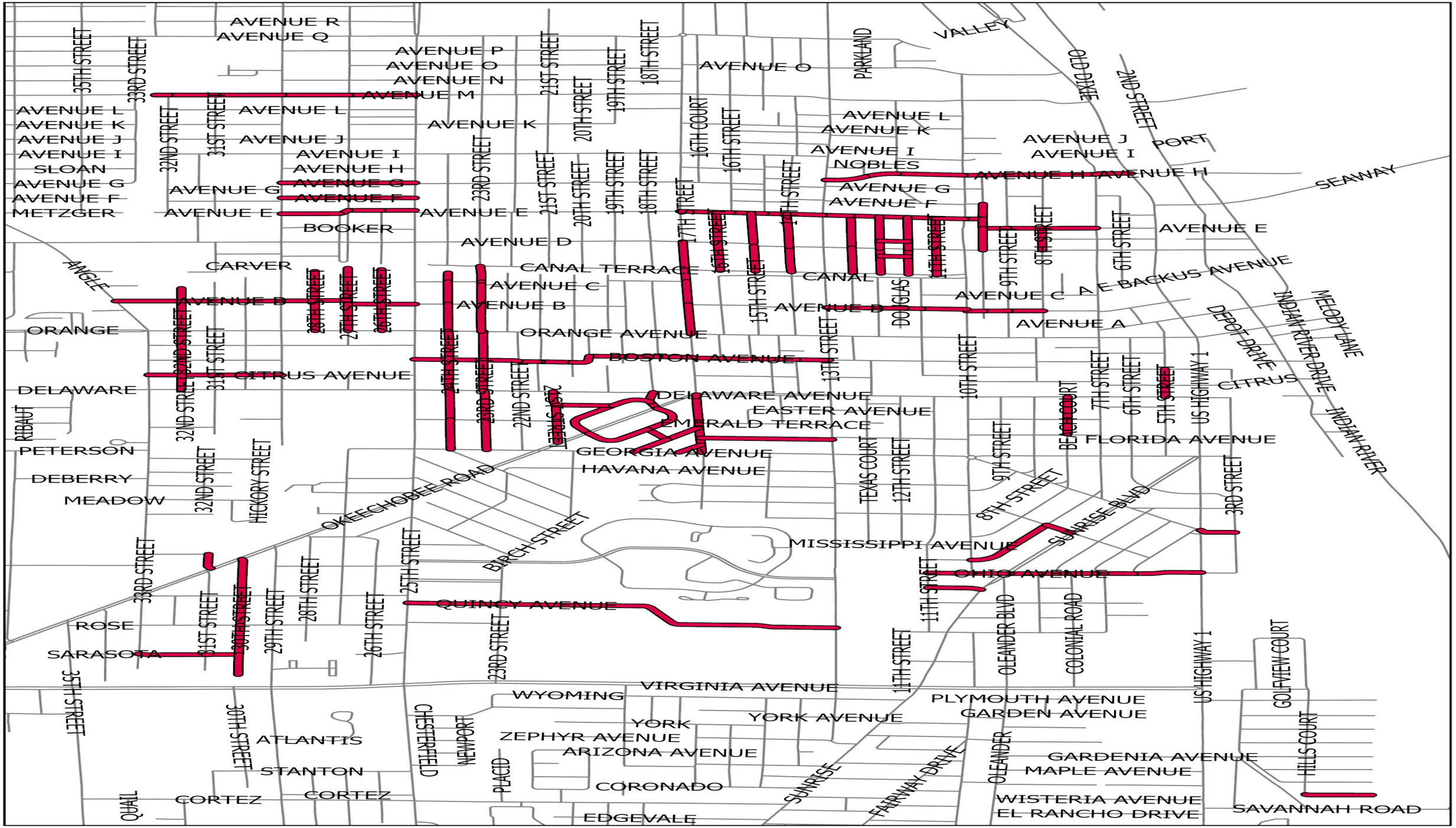
ENGINEERING PROJECTS

Roadway Resurfacing Program (Surtax)

- Funded by Infrastructure Surtax through FY 2028/2029
- Approximately 14 miles of roadway resurfacing completed since 2020
- Nearly 8 miles of roadway are still targeted for future resurfacing projects

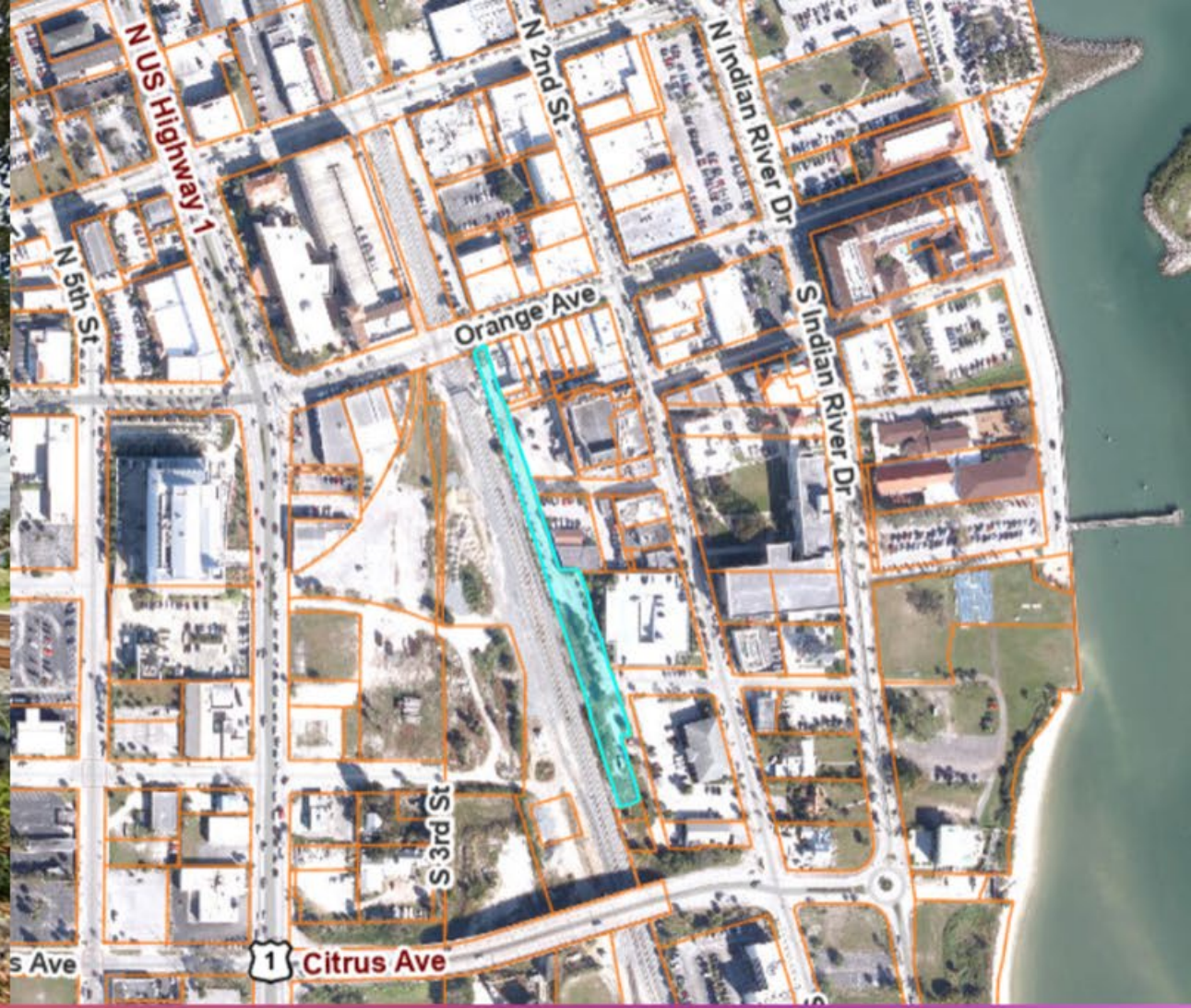
Sun Trail - Historic Highwaymen Trail Gap

- 1.3-mile-long multi-use paved trail from Indian Hills Drive to Georgia Avenue
- The proposed project will consist of constructing a 10 to 14-foot-wide paved trail
- Shared Use Nonmotorized (SUN) Trail Funds of over two million dollars are included in FDOT agreements for construction


AVENUE R
AVENUE Q
AVENUE P
AVENUE O
AVENUE N
AVENUE M
AVENUE L
AVENUE K
AVENUE J
AVENUE I
AVENUE H
AVENUE G
AVENUE F
AVENUE E
AVENUE D
AVENUE C
AVENUE B
AVENUE A
35TH STREET
33RD STREET
32ND STREET
31ST STREET
21ST STREET
20TH STREET
19TH STREET
18TH STREET
16TH COURT
16TH STREET
17TH STREET
15TH STREET
14TH STREET
13TH STREET
12TH STREET
11TH STREET
10TH STREET
9TH STREET
8TH STREET
7TH STREET
6TH STREET
5TH STREET
2ND STREET
PARKLAND
VALLEY
OLD DIXIE
SLOAN
METZGER
BOOKER
CARVER
ANGLE
ORANGE
CITRUS AVENUE
DELAWARE
RIBAUT
PETERSON
DEBERRY
MEADOW
ROSE
SARASOTA
HICKORY STREET
OKEECHOBEE ROAD
BIRCH STREET
ORANGE AVENUE
BOSTON AVENUE
DELAWARE AVENUE
EASTER AVENUE
EMERALD TERRACE
GEORGIA AVENUE
HAVANA AVENUE
CANAL TERRACE
CANAL
DOUGLAS
NOBLES
PORT
SEAWAY
A E BACKUS AVENUE
DEPOT DRIVE
INDIAN RIVER DRIVE
MELODY LANE
INDIAN RIVER
CITRUS
FLORIDA AVENUE
MISSISSIPPI AVENUE
OHIO AVENUE
QUINCY AVENUE
SUNRISE BLVD
TEXAS COURT
BEACH COURT
OLEANDER BLVD
COLONIAL ROAD
US HIGHWAY 1
GOLFVIEW COURT
HILLS COURT
SAVANNAH ROAD
VIRGINIA AVENUE
WYOMING
YORK
YORK AVENUE
PLYMOUTH AVENUE
GARDEN AVENUE
ZEPHYR AVENUE
ARIZONA AVENUE
ATLANTIS
STANTON
CORONADO
EDGEVALE
WISTERIA AVENUE
EL RANCHO DRIVE
GARDENIA AVENUE
MAPLE AVENUE
CORTEZ
QUAIL
CHESTERFIELD
NEWPORT
PLACID
SUNRISE
FAIRWAY DRIVE
OLEANDER
37TH STREET
30TH STREET
29TH STREET
28TH STREET
27TH STREET
26TH STREET
25TH STREET
24TH STREET
23RD STREET
22ND STREET


FLORIDA AVE
GEORGIA AVE
SUNRISE BLVD
Pinewood Park
Hayes Road Park
HAYES RD
PINEWOOD DR
PARKWAY DR
COLONIAL RD
MAYFLOWER RD
CHIPOLA RD
OHIO AVE
3RD ST
FEDERAL HWY/US 1
Indian Hills Golf Course
Old Fort Historical Site
FEC MAIN TRACK
S INDIAN RIVER DR
SOUTHERN AVE
TENNESSEE AVE
3RD ST
GOLFVIEW CT
HILLS CT
VIRGINIA AVE
INDIAN HILLS DR
3RD ST
Indian Hills Recreation Area
0 0.05 0.1 0.2 0.3
Miles





Depot Drive Enhancements

$200,000

Create enhanced parking and improve pedestrian connectivity in Downtown Fort Pierce. FY26 funding will support design efforts.

FY26 FPRA CIP Highlights

Project	FY 2026
Harbour Pointe Park Boat Ramp	$1,000,000
Percy Peek Gymnasium	$100,000
Depot Drive	$200,000
River Walk Enhancements	$165,000
Marina Square Redevelopment	$100,000
Downtown Waste Receptacle Pilot	$200,000
PAD Parking Improvements	$373,000
Jaycee Park Improvements	$387,000
Alleyway Beautification Project	$100,000
Educational Kiosks	$25,000

Other major projects underway:

Partnership Project	FPRA Contribution
Indian River Drive	$3,000,000
Avenue D Reconstruction	$1,500,000

SPECIAL REVENUE FUND CAPITAL IMPROVEMENT PROJECTS

2026 Appropriation Summary

APPROPRIATIONS	FY 2026
CDBG PROJECTS	$ 1,414,575
FPRA PROJECTS	$ 2,650,000
SURTAX PROJECTS	$ 7,763,130
SUN TRAIL PROJECTS	$ 2,312,000

ENTERPRISE FUNDS CAPITAL IMPROVEMENT PROJECTS

2026 Appropriation Summary

APPROPRIATIONS	FY 2026
GOLF COURSE PROJECTS	$ 50,000
MARINA PROJECTS	$ 1,690,500
STORMWATER PROJECTS	$ 4,037,785
SOLID WASTE PROJECTS	$ 956,700
BUILDING PROJECTS	$ 630,000