

**REGULAR CITY COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2023
6:00 P.M
COMMISSION CHAMBERS, CITY HALL
8 W. BROADWAY ST.
FORT MEADE, FLORIDA 33841**

<https://us02web.zoom.us/j/82707818995?pwd=MXp6L1ZQVmlHM3VVaFJ3VlJXQ3FTZz09>

Meeting ID: 827 0781 8995 Passcode: 165849
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AGENDA

1. CALL TO ORDER

2. ROLL CALL – CITY CLERK

3. INVOCATION AND PLEDGE TO THE FLAG

Invocation – *Mayor James Watts*

Pledge to the Flag of the United States of America – *Mayor James Watts*

4. ADDITIONS AND/OR DELETIONS

5. PRESENTATIONS/AWARDS/REPORTS

A. Proclamation proclaiming November 14, 2023 as Coach Bill Smith Day

6. PUBLIC FORUM: Citizen comments for items not on the agenda (3-minute maximum length) All comments will be directed to the Mayor and not individual members of either the City Commission or Staff. This offers the opportunity for citizens to express their concerns but does not guarantee a response at this time.

7. PUBLIC HEARINGS:

Open Public Hearings on the following items:

A. **PUBLIC HEARING:** Second and Final Reading Ordinance 2023-21 Implementing the State’s Statutory Mandate to Prepare Business Impact Estimates – *Melissa Cannon*

B. **PUBLIC HEARING:** Second and Final Reading Ordinance 2023-23 Amending Budget Allocations for FY 2022-2023 – *Mary Dimitroff*

8. CONSENT AGENDA:

A. Minutes of October 10, 2023, Regular Commission Meeting, and Minutes of October 26, 2023, Special Commission Meeting – *Melissa Cannon*

B. Funding agreement between the City of Fort Meade and HELP of Fort Meade for FY 2023-2024 – *Melissa Cannon*

C. Funding agreement between the City of Fort Meade and the Fort Meade Chamber of Commerce for FY 2023-2024 – *Melissa Cannon*

- D. Funding agreement between the City of Fort Meade and the Fort Meade Chamber of Commerce for FY 2023-2024 – *Melissa Cannon*
- E. Polk County Sheriff's Office Interagency Agreement – *Melissa Cannon*
- F. Resolution R2023-26 Interfund Loan from General Fund to Electric Fund – *Mary Dimitroff*
- G. State of Florida Department of Environmental Protection Grant Agreement – *Maria Sutherland*

9. NEW BUSINESS:

- A. Petition to Annex Real Property Parcel ID 25-31-26-437500-004001 into the City of Fort Meade, Florida – *Melissa Cannon*
- B. Petition to Annex Real Property Parcel ID 25-31-26-437500-004001 into the City of Fort Meade, Florida – *Melissa Cannon*
- C. First Reading Ordinance 2023-19 Voluntarily Annexing Property into the City of Fort Meade – *Melissa Cannon*
- D. First Reading Ordinance 2023-20 Voluntarily Annexing Property into the City of Fort Meade – *Melissa Cannon*
- E. Management of salaried staff work hours – *Maria Sutherland*

10. CITY ATTORNEY COMMENTS:

11. CITY MANAGER COMMENTS:

12. CITY COMMISSION COMMENTS:

13. STAFF REPORTS:

Building Dept. – *Lisa Bolin*
Library – *Kylie Shortt*
Water/Wastewater – *Tommy King*

14. UPCOMING MEETINGS:

- A. December 12, 2023, Regular Commission Meeting at 6:00 pm.
- B. January 9, 2024, Regular Commission Meeting at 6:00 pm.

15. ADJOURNMENT:

NOTE: *If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. §286.0105)*



Proclamation

City of Fort Meade, Florida, Polk County

WHEREAS, Mr. Bill Smith (Speedy), lead the Fort Meade Miners as they galloped, swamped, romped, crushed, plunged, paced, dashed, walloped, and rallied to come out on top against teams across the state; and

WHEREAS, Graduating from Fort Meade Senior High School in 1957, Bill Smith spent his time dominating any sport he could including basketball, track, baseball and especially football. Not even the 11 mile walk home from practice would stop him from making his famous long-distance touchdown carries and being named the top scorer in the Ridge Conference. His drive and determination are the embodiment of wat it means to be a “Fort Meadian”; and

WHEREAS, Coach Bill, as he was affectionately known, taught for the Polk County School Board for 35 years sharing his passion for athletics. He spent 25 years coaching the youth in the county in their prospective sports like track and football but also in their life. He served as the offensive coordinator in Frostproof, participating in 6 state playoffs and winning 2 state championships. Coach Bill was inducted into Frostproof Hall of Fame in 2015; and

WHEREAS, Coach Bill Smith was awarded Florida Assistant Coach of the Year in 1998 presented by the great Bobby Bowden. In 2004 he was asked to return to Fort Meade Senior High this time as a coach, bringing home the state title. His legacy has spanned generations and left its mark not only on the City of Fort Meade but athletes across the county.

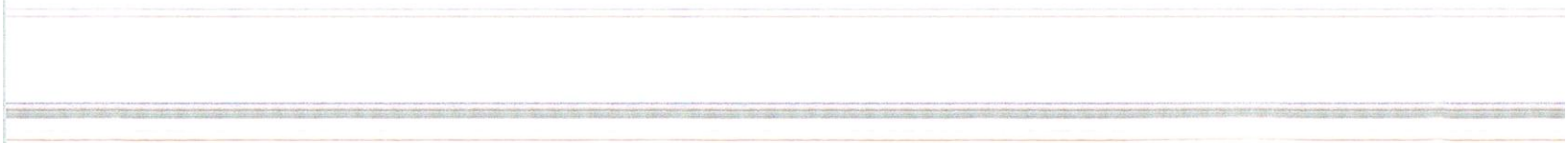
NOW THEREFORE, be it resolved, that I, the Mayor of the City of Fort Meade, Florida in Polk County do hereby declare the 14th day of November 2023 as

“Coach Bill Smith Day”

Signed this 14th day of November 2023.

By: _____

James Watts, Mayor





**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 7-A**

SUBJECT:

PUBLIC HEARING: Second and Final Reading Ordinance 2023-21 Amending Chapter 1, Section 1-14, Code of Ordinances to implement the State's statutory mandate to perform business impact estimates.

BACKGROUND:

The Florida Legislature adopted an unfunded statutory mandate that cities produce a business impact estimate prior to passing an ordinance, subject to certain exemptions and exceptions per Florida Statutes 166.041(4) beginning October 1, 2023.

FISCAL IMPACT:

Fiscal impact is unknown at this time. The city proposes to have a pass-through charge to the requestor for any proposed ordinance.

RECOMMENDATION:

Adopt Ordinance 2023-21 Implementing the State's mandate to perform business impact estimates prior to the adoption of proposed ordinances.

MOTION: Move to adopt Ordinance 2023-21 Implementing the State's mandate to perform business impact estimates prior to the adoption of proposed ordinances on 2nd and final reading.

Initiated/Created by: Melissa Cannon
Final Approval by: Maria Sutherland

11/3/2023



ORDINANCE NO. 2023-21

**AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA;
IMPLEMENTING THE STATE’S STATUTORY MANDATE TO PREPARE BUSINESS
IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES
PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; PROVIDING
FINDINGS; ADOPTING BUSINESS IMPACT ESTIMATE PROCEDURES,
REQUIREMENTS, & EXEMPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS,
AND AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE
CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:**

Section 1. Legislative Findings. In adopting this Ordinance, the City Commission of the City of Fort Meade, Florida (the “City”) hereby makes and expresses the following findings, purposes, and intent:

(1) The City has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government’s residents by both the Florida Constitution and the Florida Legislature.

(2) The procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes.

(3) The Florida Constitution grants cities broad authority to take actions furthering citizens’ health, welfare, safety, and quality of life called “home rule,” and this authority includes legislative powers to enact local laws.

(4) Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.

(5) These home rule powers have been liberally construed when reviewed by courts.

(6) This broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the State has already legislated on a topic, and standards of reasonableness.

(7) A municipal ordinance can be declared invalid on the grounds that it is inconsistent with the Florida Constitution or Florida Statutes, and inconsistency may be found where a city ordinance is either preempted by or in conflict with the Florida Constitution or Florida Statutes.

(8) A municipal ordinance can also be declared invalid on the grounds that it is arbitrary or unreasonable, meaning that it has no legitimate governmental interest, and city ordinances are presumed valid by courts reviewing them, and the burden falls on the challenger to establish the ordinance’s arbitrary or unreasonable nature.

(9) Beginning October 1, 2023, municipal ordinances adopted in Florida may be subject to local challenge based upon failure to produce a “business impact estimate.”

(10) If a court invalidates an ordinance, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable.

(11) The Florida Legislature also adopted a statutory mandate that cities produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions.

(12) The statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs.

(13) This unfunded state mandate also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable.

(14) The state has created a number of exemptions for certain specified ordinances, including

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to Implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

(15) The City Commission has provided all necessary public notice and held the requisite public hearings and accepted testimony and other competent, substantial evidence from the public for purposes of making these findings and determining to adopt this ordinance.

Section 2. AMENDING CHAPTER 1, SECTION 1-14, CODE OF ORDINANCES TO BE TITLED; IMPLEMENTATION OF STATUTORY MANDATE TO PERFORM BUSINESS IMPACT ESTIMATES. That Section 1-14 of the Code of Ordinances of the City of Fort Meade, Florida (hereafter "the Code") is hereby amended to read as follows:

"Sec. 1-14. Reserved. Implementation of Statutory Mandate to Perform Business Impact Estimates. The City Commission hereby adopts an ordinance to implement the Florida statutory mandate contained in § 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. The City Commission shall perform a business impact statement in accordance with the requirements of the statute for all ordinances not exempted by §§ 166.041(4)(c) or 166.0411, Florida Statutes, and may in its sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. Nothing contained herein is intended to create additional mandates for performing the business

impact estimates of exempt ordinances or to waive any exemption. The City hereby authorizes and adopts a pass-through charge applicable to any person, firm, entity, or business which requests or sponsors the adoption of an ordinance solely to assess, cover, and collect the fees, deposits, costs, and expenses relating to pertaining to the preparation of the business impact estimate. The City may in its sole discretion waive this pass-through charge.”

Section 3. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

Section 4. CONFLICTS. Should any provision contained in this Ordinance conflict with any prior provision of the Code or any City ordinance, then the provisions of this ordinance shall control.

Section 5. EFFECTIVE DATE. This Ordinance shall take effect on October 1, 2023.

Passed on first reading October 10, 2023.

Passed and enacted on second reading November 14, 2023.

CITY OF FORT MEADE, FLORIDA

James Watts, Mayor

ATTEST:

Melissa Cannon, Deputy City Clerk

Approved as to form and correctness:

Christopher Berg, City Attorney

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Commission of the City of Fort Meade, Florida held on the ___ day of _____, 2023.

Melissa Cannon, Deputy City Clerk

EXHIBIT "A"
BUSINESS IMPACT ESTIMATE



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website no later than the date notice of the proposed ordinance (2nd reading) is published.

Proposed ordinance's title/reference:

The City is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

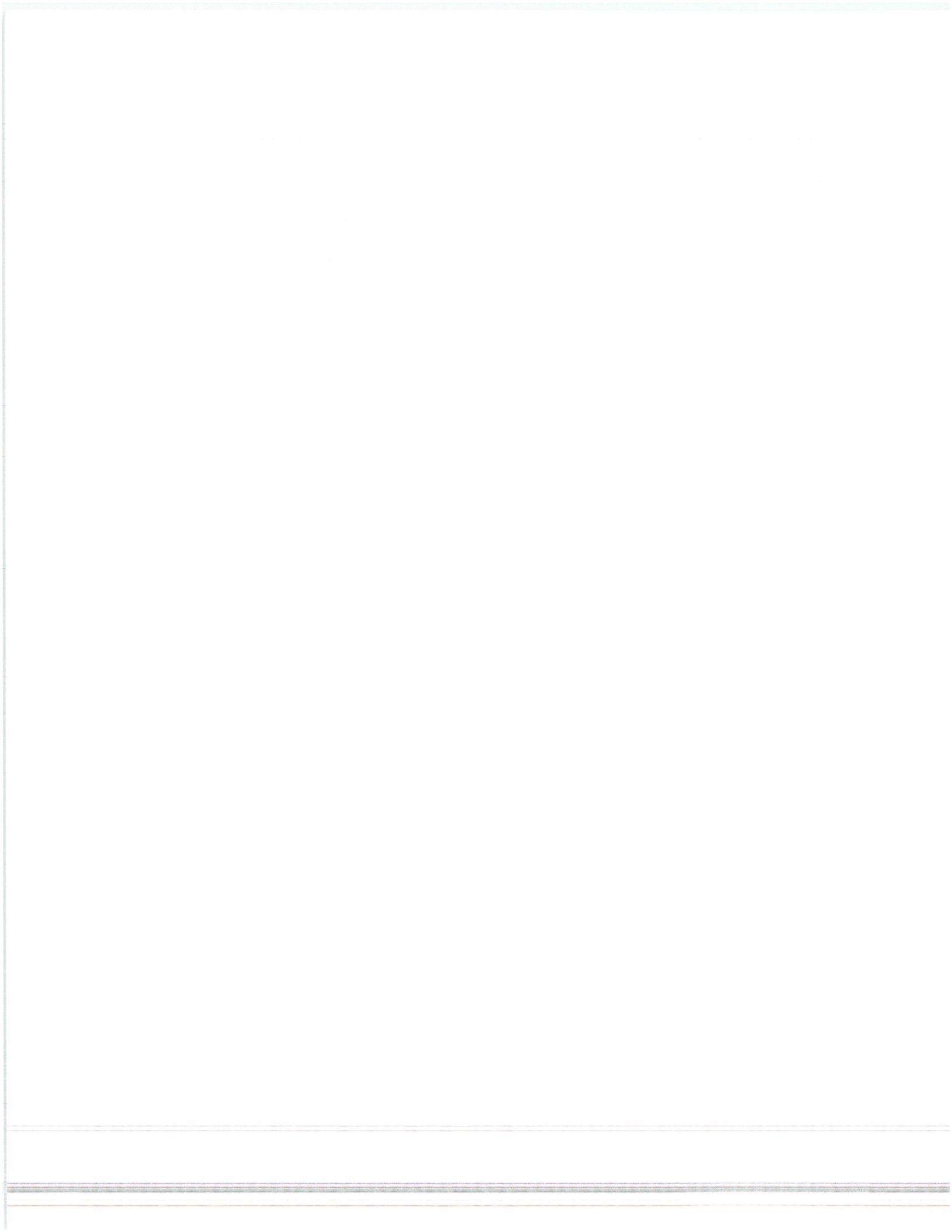
3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance, or any cost for which businesses will be financially responsible:

5. Estimate of the City's regulatory costs incurred, including estimated revenues from any new charges or fees to cover such costs:

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):





**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 7.B.**

SUBJECT:

Ordinance 2023-23: Approval of Budget Amendments for the Fiscal Year ended September 30, 2023.

BACKGROUND:

Attached are the Budget Amendments for the Fiscal Year ended September 30, 2023. This amendment adjusts the budgets to reflect actuals.

The largest adjustment in this amendment is related to the creation of Fund 110 State and Federal Grants. With the large increase in the number of grants a separate fund was created to track the related fiscal activity.

FISCAL IMPACT/FUNDING SOURCE:

Attached are the Budget Amendments for the Fiscal Year ended September 30, 2023.

RECOMMENDATION:

Adopt Ordinance 2023-23 on Second and Final Reading to Approve the Budget Amendments for the Fiscal Year Ended September 30, 2023.

MOTION:

Adopt Ordinance 2023-23 on Second and Final Reading to Approve the Budget Amendments for the Fiscal Year Ended September 30, 2023.

Created/Initiated By: Mary Dimitroff, Comptroller

Final Approval By: Maria Sutherland, Interim City Manager



ORDINANCE NO. 2023-23

AN ORDINANCE OF THE CITY OF FORT MEADE, FLORIDA; AMENDING THE BUDGET ALLOCATIONS FOR FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Meade, Florida has proposed and adopted a Fiscal Year 2022-2023 Budget which allocates expenditures and revenues; and,

WHEREAS, the City Commission has determined the Fiscal Year 2022-2023 Budget should be amended to adjust certain allocations to better reflect line-item transfers to cover costs incurred during the fiscal year that were not originally budgeted; and,

WHEREAS, all proposed revisions are outlined in the budget amendments, attached hereto as Exhibit A attached to and incorporated in this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

Section 1. Amendment to Budget. The City Commission hereby amends the Fiscal Year 2022-2023 Budget to reflect the budget allocation adjustments, as outlined in Exhibit A, attached to and incorporated in this ordinance.

Section 2. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provision and portions of this Ordinance shall remain in full effect.

Section 3. Effective Date. This Ordinance shall become effective ten (10) days after its final passage and adoption by the City Commission.

PASSED on first reading by the City Commission of the City of Fort Meade, Florida, at regular session this 26th day of October 2023.

PASSED on second and final reading by the City Commission of the City of Fort Meade, Florida, at regular session this 14th day of November 2023.

CITY OF FORT MEADE, FLORIDA

James Watts, Mayor

ATTEST:

**APPROVED AS TO FORM AND
CORRECTNESS:**

Melissa Cannon, Deputy City Clerk

Christophe Berg, City Attorney

APPROVED:

Maria Sutherland, Interim City Manager



FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-000.00-311.000	AD VALOREM TAX	1,269,308.00	(169,308.00)	1,100,000.00
001-000.00-312.300	COUNTY 9TH CENT GAS TAX	30,000.00	8,000.00	38,000.00
001-000.00-312.400	NEW LOCAL OPTION FUEL TAX	180,000.00	(50,000.00)	130,000.00
001-000.00-314.120	ELECTRIC CITY TAXES	450,000.00	(100,000.00)	350,000.00
001-000.00-314.320	WATER CITY TAXES	75,000.00	10,000.00	85,000.00
001-000.00-314.400	UTIL TAX - NATURAL GAS	25,200.00	(16,700.00)	8,500.00
001-000.00-314.800	UTIL TAX - PROPANE	6,000.00	(3,000.00)	3,000.00
001-000.00-315.100	COMMUNICATIONS SERVICES TAX	100,000.00	25,000.00	125,000.00
001-000.00-316.100	LOCAL BUSINESS TAX	9,000.00	1,000.00	10,000.00
001-000.00-322.000	BUILDING PERMITS	100,000.00	15,000.00	115,000.00
001-000.00-322.009	RIGHT OF WAY PERMIT	500.00	4,500.00	5,000.00
001-000.00-323.400	FRANCHISE FEES - NATURAL GAS	14,400.00	15,600.00	30,000.00
001-000.00-323.900	FRANCHISE FEES-WCA LANDFILL	10,000.00	2,000.00	12,000.00
001-000.00-329.010	GOLF CART PERMITS	1,700.00	300.00	2,000.00
001-000.00-329.020	SPECIAL EVENT APPLICATION FEE	0.00	500.00	500.00
001-000.00-329.050	RENTAL PROPERTY PERMITS	3,200.00	3,800.00	7,000.00
001-000.00-329.060	ZONING FEES	2,000.00	5,000.00	7,000.00
001-000.00-334.300	STATE GRANTS	1,053,380.00	(1,053,380.00)	0.00
001-000.00-335.120	STATE REVENUE SHARING	316,354.00	58,646.00	375,000.00
001-000.00-335.140	MOBILE HOME LICENSE TAX	17,760.00	(2,760.00)	15,000.00
001-000.00-335.150	ALCOHOLIC BEV LICENSE TAX	2,880.00	2,120.00	5,000.00
001-000.00-335.180	HALF CENT SALES TAX	359,323.00	65,677.00	425,000.00
001-000.00-338.010	COUNTY BUSINESS TAX	3,600.00	(1,600.00)	2,000.00
001-000.00-338.040	COUNTY PUBL LIBR COOP FDS	45,000.00	4,000.00	49,000.00
001-000.00-338.060	FDOT HIGHWAY MAINTENANCE	10,000.00	1,000.00	11,000.00
001-000.00-341.200	INTERNAL SERVICE FEES	704,590.00	(58,590.00)	646,000.00
001-000.00-347.100	LIBRARY FEES	5,880.00	7,120.00	13,000.00
001-000.00-347.260	USER FEES-PARK FACILITIES	3,000.00	1,000.00	4,000.00
001-000.00-347.290	USER FEES-COMMUNITY CTR	0.00	500.00	500.00
001-000.00-351.000	COURT FINES	3,840.00	13,160.00	17,000.00
001-000.00-354.020	CODE ENFORCEMENT FINES	60,000.00	(35,000.00)	25,000.00
001-000.00-359.010	CUSTOMER SERVICE FINES	50,000.00	15,000.00	65,000.00
001-000.00-361.010	INTEREST EARN ON INVEST	600.00	1,400.00	2,000.00
001-000.00-361.100	INTEREST RECEIVED	0.00	3,000.00	3,000.00
001-000.00-364.010	CEMETERY LOT SALES	1,000.00	14,000.00	15,000.00
001-000.00-364.020	SALE OF SURPLUS LANDS	0.00	7,000.00	7,000.00
001-000.00-365.010	SALES OF SURP MAT & SCRAP	0.00	1,000.00	1,000.00
001-000.00-369.200	PRIOR YEAR REFUND	0.00	500.00	500.00
001-000.00-369.300	INSURANCE SETTLEMENTS	0.00	2,000.00	2,000.00
001-000.00-369.320	SETTLEMENT - LITIGATION	0.00	2,000.00	2,000.00
001-000.00-382.010	TRS FM ELECTRIC FUND	976,665.00	(259,320.00)	717,345.00
001-000.00-382.020	TRS FM WATER FUND	6,000.00	(500.00)	5,500.00
001-000.00-382.030	TRS FM SEWER FUND	6,000.00	(500.00)	5,500.00
001-000.00-382.050	TRS FM MOBILE HOME PARK	71,350.00	(5,944.00)	65,406.00
001-000.00-382.060	TRS FM STORM WATER	1,200.00	(1,200.00)	0.00
001-000.00-382.104	TRS FROM ARPA	117,500.00	(26,365.00)	91,135.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-000.00-382.150	TRF FM SOLID WASTE	10,000.00	(835.00)	9,165.00
001-000.00-399.910	FUND BALANCE BROUGHT FORWARD	0.00	956,330.00	956,330.00
001-511.00-500.120	SALARIES & WAGES	6,600.00	(300.00)	6,300.00
001-511.00-500.210	FICA	505.00	(20.00)	485.00
001-511.00-500.240	WORKERS' COMPENSATION	400.00	(400.00)	0.00
001-511.00-500.310	PROFESSIONAL SERVICES	10,000.00	49,000.00	59,000.00
001-511.00-500.400	TRAVEL & PER DIEM	3,000.00	(1,185.00)	1,815.00
001-511.00-500.410	COMMUNICATIONS	450.00	(400.00)	50.00
001-511.00-500.411	POSTAGE	100.00	(60.00)	40.00
001-511.00-500.450	LIABILITY INSURANCE	250.00	40.00	290.00
001-511.00-500.462	EQUIP REPAIR & MAINT	1,000.00	(1,000.00)	0.00
001-511.00-500.480	PROMOTIONAL ACTIVITIES	2,500.00	(1,290.00)	1,210.00
001-511.00-500.490	OTHER CURRENT CHARGES	5,500.00	1,900.00	7,400.00
001-511.00-500.491	JULY 4TH EVENT	15,000.00	9,000.00	24,000.00
001-511.00-500.492	EMPLOYEE RECOGNITION/REWARD	0.00	155.00	155.00
001-511.00-500.520	OPERATING SUPPLIES	1,500.00	(910.00)	590.00
001-511.00-500.522	UNIFORMS	350.00	(350.00)	0.00
001-511.00-500.525	GOLF CART SUPPORT	0.00	95.00	95.00
001-511.00-500.540	BOOKS,PUBS & MEMBERSHIPS	2,000.00	(800.00)	1,200.00
001-511.00-500.541	TRAINING	7,500.00	(7,500.00)	0.00
001-511.00-500.640	CAPITAL-MACH & EQUIP	12,000.00	(12,000.00)	0.00
001-511.00-500.820	AID TO PRIVATE ORGANIZATIONS	15,000.00	(1,700.00)	13,300.00
001-512.01-500.120	SALARIES & WAGES	92,255.00	(1,755.00)	90,500.00
001-512.01-500.210	FICA	7,060.00	1,340.00	8,400.00
001-512.01-500.220	RETIREMENT CONTRIBUTIONS	15,130.00	(1,080.00)	14,050.00
001-512.01-500.230	FLEX BENEFITS	6,000.00	2,000.00	8,000.00
001-512.01-500.240	WORKERS' COMPENSATION	5,540.00	(1,820.00)	3,720.00
001-512.01-500.310	PROFESSIONAL SERVICES	1,200.00	6,450.00	7,650.00
001-512.01-500.400	TRAVEL & PER DIEM	500.00	790.00	1,290.00
001-512.01-500.401	VEHICLE ALLOWANCE	6,500.00	(1,000.00)	5,500.00
001-512.01-500.410	COMMUNICATIONS	650.00	(230.00)	420.00
001-512.01-500.411	POSTAGE	50.00	(50.00)	0.00
001-512.01-500.440	RENTALS & LEASES	650.00	(150.00)	500.00
001-512.01-500.490	OTHER CURRENT CHARGES	500.00	(500.00)	0.00
001-512.01-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	850.00	850.00
001-512.01-500.520	OPERATING SUPPLIES	1,000.00	(340.00)	660.00
001-512.01-500.522	UNIFORMS	100.00	(95.00)	5.00
001-512.01-500.540	BOOKS,PUBS & MEMBERSHIPS	450.00	(100.00)	350.00
001-512.01-500.640	CAPITAL-MACH & EQUIP	1,500.00	(1,365.00)	135.00
001-512.02-500.220	RETIREMENT CONTRIBUTIONS	9,960.00	(60.00)	9,900.00
001-512.02-500.230	FLEX BENEFITS	8,640.00	760.00	9,400.00
001-512.02-500.240	WORKERS' COMPENSATION	4,270.00	1,830.00	6,100.00
001-512.02-500.310	PROFESSIONAL SERVICES	1,000.00	(850.00)	150.00
001-512.02-500.340	CONTRACT SERVICES	5,000.00	(3,000.00)	2,000.00
001-512.02-500.342	SOFTWARE MAINTENANCE	0.00	250.00	250.00
001-512.02-500.400	TRAVEL & PER DIEM	400.00	(50.00)	350.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-512.02-500.410	COMMUNICATIONS	40.00	(40.00)	0.00
001-512.02-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	85.00	85.00
001-512.02-500.520	OPERATING SUPPLIES	1,500.00	(600.00)	900.00
001-512.02-500.522	UNIFORMS	100.00	(95.00)	5.00
001-512.02-500.540	BOOKS,PUBS & MEMBERSHIPS	600.00	(150.00)	450.00
001-512.02-500.541	TRAINING	1,500.00	(1,500.00)	0.00
001-512.02-500.640	CAPITAL-MACH & EQUIP	0.00	205.00	205.00
001-512.03-500.210	FICA	5,910.00	290.00	6,200.00
001-512.03-500.220	RETIREMENT CONTRIBUTIONS	10,810.00	190.00	11,000.00
001-512.03-500.230	FLEX BENEFITS	3,600.00	400.00	4,000.00
001-512.03-500.240	WORKERS' COMPENSATION	4,630.00	970.00	5,600.00
001-512.03-500.310	PROFESSIONAL SERVICES	12,000.00	(2,500.00)	9,500.00
001-512.03-500.340	CONTRACT SERVICES	19,582.00	(3,582.00)	16,000.00
001-512.03-500.400	TRAVEL & PER DIEM	400.00	2,100.00	2,500.00
001-512.03-500.410	COMMUNICATIONS	510.00	(10.00)	500.00
001-512.03-500.411	POSTAGE	100.00	(65.00)	35.00
001-512.03-500.480	PROMOTIONAL ACTIVITIES	500.00	(480.00)	20.00
001-512.03-500.490	OTHER CURRENT CHARGES	500.00	(500.00)	0.00
001-512.03-500.492	EMPLOYEE REWARD/RECOGNITION	10,000.00	79,000.00	89,000.00
001-512.03-500.520	OPERATING SUPPLIES	2,000.00	(1,200.00)	800.00
001-512.03-500.522	UNIFORMS	120.00	(115.00)	5.00
001-512.03-500.540	BOOKS,PUBS & MEMBERSHIPS	975.00	(425.00)	550.00
001-512.03-500.541	TRAINING	4,000.00	(1,300.00)	2,700.00
001-512.03-500.640	CAPITAL-MACH & EQUIP	2,000.00	(1,870.00)	130.00
001-512.04-500.220	RETIREMENT CONTRIBUTIONS	8,860.00	1,040.00	9,900.00
001-512.04-500.230	FLEX BENEFITS	18,360.00	(2,360.00)	16,000.00
001-512.04-500.240	WORKERS' COMPENSATION	3,800.00	2,350.00	6,150.00
001-512.04-500.310	PROFESSIONAL SERVICES	0.00	2,000.00	2,000.00
001-512.04-500.342	SOFTWARE MAINTENANCE	0.00	260.00	260.00
001-512.04-500.400	TRAVEL & PER DIEM	1,000.00	(850.00)	150.00
001-512.04-500.410	COMMUNICATIONS	400.00	100.00	500.00
001-512.04-500.490	OTHER CURRENT CHARGES	0.00	370.00	370.00
001-512.04-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	500.00	500.00
001-512.04-500.522	UNIFORMS	0.00	5.00	5.00
001-512.04-500.540	BOOKS,PUBS & MEMBERSHIPS	0.00	320.00	320.00
001-512.04-500.541	TRAINING	2,000.00	(2,000.00)	0.00
001-512.04-500.640	CAPITAL-MACH & EQUIP	0.00	215.00	215.00
001-513.01-500.220	RETIREMENT CONTRIBUTIONS	25,900.00	100.00	26,000.00
001-513.01-500.230	FLEX BENEFITS	37,800.00	200.00	38,000.00
001-513.01-500.240	WORKERS' COMPENSATION	11,100.00	2,800.00	13,900.00
001-513.01-500.310	PROFESSIONAL SERVICES	7,500.00	(2,500.00)	5,000.00
001-513.01-500.340	CONTRACT SERVICES	2,000.00	(1,000.00)	1,000.00
001-513.01-500.342	SOFTWARE MAINTENANCE	11,500.00	(4,200.00)	7,300.00
001-513.01-500.410	COMMUNICATIONS	1,000.00	(500.00)	500.00
001-513.01-500.411	POSTAGE	1,200.00	(500.00)	700.00
001-513.01-500.440	RENTALS & LEASES	1,000.00	100.00	1,100.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-513.01-500.462	EQUIP REPAIR & MAINT	250.00	(250.00)	0.00
001-513.01-500.490	OTHER CURRENT CHARGES	250.00	1,400.00	1,650.00
001-513.01-500.492	EMPLOYEE AWARD/RECOGNITION	250.00	230.00	480.00
001-513.01-500.520	OPERATING SUPPLIES	2,000.00	430.00	2,430.00
001-513.01-500.522	UNIFORMS	400.00	80.00	480.00
001-513.01-500.540	BOOKS,PUBS & MEMBERSHIPS	750.00	(425.00)	325.00
001-513.01-500.541	TRAINING	3,500.00	(985.00)	2,515.00
001-513.01-500.640	CAPITAL-MACH & EQUIP	0.00	1,280.00	1,280.00
001-513.01-500.641	CAPITAL-OFFICE	988.00	(788.00)	200.00
001-513.02-500.140	OVERTIME	300.00	2,300.00	2,600.00
001-513.02-500.210	FICA	9,200.00	(1,300.00)	7,900.00
001-513.02-500.230	FLEX BENEFITS	44,400.00	(2,400.00)	42,000.00
001-513.02-500.240	WORKERS' COMPENSATION	7,220.00	2,280.00	9,500.00
001-513.02-500.310	PROFESSIONAL SERVICES	2,000.00	(1,500.00)	500.00
001-513.02-500.340	CONTRACT SERVICES	8,000.00	(4,080.00)	3,920.00
001-513.02-500.341	UTILITY BILL PRINTING	6,500.00	100.00	6,600.00
001-513.02-500.342	SOFTWARE MAINTENANCE	6,200.00	(3,500.00)	2,700.00
001-513.02-500.400	TRAVEL & PER DIEM	0.00	700.00	700.00
001-513.02-500.410	COMMUNICATIONS	1,000.00	(400.00)	600.00
001-513.02-500.411	POSTAGE	17,500.00	1,000.00	18,500.00
001-513.02-500.430	UTILITY SERVICES	3,600.00	(3,600.00)	0.00
001-513.02-500.440	RENTALS & LEASES	1,500.00	(830.00)	670.00
001-513.02-500.462	EQUIP REPAIR & MAINT	400.00	(350.00)	50.00
001-513.02-500.470	DISASTER EXPENDITURES	0.00	5,100.00	5,100.00
001-513.02-500.490	OTHER CURRENT CHARGES	0.00	150.00	150.00
001-513.02-500.492	EMPLOYEE AWARD/RECOGNITION	500.00	(100.00)	400.00
001-513.02-500.520	OPERATING SUPPLIES	2,500.00	(900.00)	1,600.00
001-513.02-500.522	UNIFORMS	200.00	20.00	220.00
001-513.02-500.640	CAPITAL-MACH & EQUIP	8,650.00	(7,250.00)	1,400.00
001-514.00-500.310	PROFESSIONAL SERVICES	60,000.00	(41,490.00)	18,510.00
001-514.00-500.520	OPERATING SUPPLIES	0.00	10.00	10.00
001-515.01-500.120	SALARIES & WAGES	74,940.00	(28,940.00)	46,000.00
001-515.01-500.140	OVERTIME	300.00	300.00	600.00
001-515.01-500.210	FICA	5,760.00	(1,760.00)	4,000.00
001-515.01-500.220	RETIREMENT CONTRIBUTIONS	10,530.00	(3,530.00)	7,000.00
001-515.01-500.230	FLEX BENEFITS	16,620.00	(12,620.00)	4,000.00
001-515.01-500.240	WORKERS' COMPENSATION	4,510.00	45,590.00	50,100.00
001-515.01-500.310	PROFESSIONAL SERVICES	10,000.00	51,000.00	61,000.00
001-515.01-500.340	CONTRACT SERVICES	10,000.00	(10,000.00)	0.00
001-515.01-500.341	DEMOLITIONS	30,000.00	(30,000.00)	0.00
001-515.01-500.342	SOFTWARE MAINTENANCE	1,300.00	170.00	1,470.00
001-515.01-500.400	TRAVEL & PER DIEM	3,000.00	(3,000.00)	0.00
001-515.01-500.410	COMMUNICATIONS	1,700.00	110.00	1,810.00
001-515.01-500.411	POSTAGE	5,000.00	(3,290.00)	1,710.00
001-515.01-500.430	UTILITY SERVICES	1,300.00	80.00	1,380.00
001-515.01-500.440	RENTALS & LEASES	1,000.00	(290.00)	710.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-515.01-500.450	LIABILITY INSURANCE	10,000.00	1,635.00	11,635.00
001-515.01-500.461	BLDG REPAIR & MAINT	8,000.00	(6,800.00)	1,200.00
001-515.01-500.462	EQUIP REPAIR & MAINT	0.00	270.00	270.00
001-515.01-500.465	FLEET MAINT-OPER EXP TRF	1,000.00	200.00	1,200.00
001-515.01-500.467	TREE REMOVAL/REPLACEMENT	2,000.00	(2,000.00)	0.00
001-515.01-500.490	OTHER CURRENT CHARGES	3,000.00	(450.00)	2,550.00
001-515.01-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	205.00	205.00
001-515.01-500.520	OPERATING SUPPLIES	2,000.00	(750.00)	1,250.00
001-515.01-500.521	VEHICLE FUEL	2,000.00	(550.00)	1,450.00
001-515.01-500.522	UNIFORMS	400.00	(150.00)	250.00
001-515.01-500.540	BOOKS,PUBS & MEMBERSHIPS	500.00	(315.00)	185.00
001-515.01-500.541	TRAINING	2,500.00	(1,850.00)	650.00
001-515.01-500.630	CAPITAL - IMPROVEMENTS	2,000.00	(2,000.00)	0.00
001-515.01-500.640	CAPITAL-MACH & EQUIP	3,000.00	(3,000.00)	0.00
001-515.01-500.641	CAPITAL-OFFICE	800.00	(800.00)	0.00
001-515.02-500.310	PROFESSIONAL SERVICES	12,000.00	(1,000.00)	11,000.00
001-515.02-500.490	OTHER CURRENT CHARGES	6,000.00	5.00	6,005.00
001-519.00-500.140	OVERTIME	0.00	225.00	225.00
001-519.00-500.210	FICA	0.00	20.00	20.00
001-519.00-500.220	RETIREMENT CONTRIBUTIONS	0.00	35.00	35.00
001-519.00-500.230	FLEX BENEFITS	0.00	180.00	180.00
001-519.00-500.340	CONTRACT SERVICES	14,400.00	(8,900.00)	5,500.00
001-519.00-500.341	IT SUPPORT SERVICES	90,000.00	(13,000.00)	77,000.00
001-519.00-500.410	COMMUNICATIONS	15,000.00	(1,000.00)	14,000.00
001-519.00-500.430	UTILITY SERVICES	9,000.00	500.00	9,500.00
001-519.00-500.440	RENTALS & LEASES	2,100.00	(190.00)	1,910.00
001-519.00-500.450	LIABILITY INSURANCE	40,000.00	6,700.00	46,700.00
001-519.00-500.461	CITY HALL BLDG REPAIR & MAINT	20,000.00	(2,500.00)	17,500.00
001-519.00-500.462	CITY HALL EQUIP REPAIR & MAINT	1,000.00	250.00	1,250.00
001-519.00-500.464	GROUNDS MAINTENANCE	600.00	(230.00)	370.00
001-519.00-500.465	FLEET MAINT-OPER EXP TRF	1,100.00	(200.00)	900.00
001-519.00-500.467	TREE REMOVAL/REPLACEMENT	1,000.00	(1,000.00)	0.00
001-519.00-500.470	DISASTER EXPENDITURES	0.00	223,000.00	223,000.00
001-519.00-500.480	PROMOTIONAL ACTIVITIES	750.00	(550.00)	200.00
001-519.00-500.490	OTHER CURRENT CHARGES	2,500.00	3,900.00	6,400.00
001-519.00-500.521	VEHICLE FUEL	200.00	(100.00)	100.00
001-519.00-500.540	BOOKS,PUBS & MEMBERSHIPS	750.00	(150.00)	600.00
001-519.00-500.610	CAPITAL - LAND	0.00	200,000.00	200,000.00
001-519.00-500.630	CAPITAL - IMPROVEMENTS	10,000.00	(2,000.00)	8,000.00
001-519.00-500.640	CAPITAL-MACH & EQUIP	0.00	15,500.00	15,500.00
001-519.00-500.711	DEBT SERVICE PAYMENTS	0.00	341,425.00	341,425.00
001-521.00-500.220	RETIREMENT CONTRIBUTIONS	19,000.00	(1,120.00)	17,880.00
001-521.00-500.340	CONTRACT SERVICES	1,310,219.00	551.00	1,310,770.00
001-521.00-500.400	TRAVEL & PER DIEM	0.00	120.00	120.00
001-521.00-500.410	COMMUNICATIONS	436.00	1,164.00	1,600.00
001-521.00-500.430	UTILITY SERVICES	9,000.00	(7,900.00)	1,100.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-521.00-500.440	RENTALS & LEASES	1,500.00	(1,500.00)	0.00
001-521.00-500.450	LIABILITY INSURANCE	6,400.00	1,100.00	7,500.00
001-521.00-500.461	BLDG REPAIR & MAINT	2,500.00	(1,200.00)	1,300.00
001-521.00-500.490	OTHER CURRENT CHARGES	100.00	(100.00)	0.00
001-521.00-500.520	OPERATING SUPPLIES	208.00	(108.00)	100.00
001-521.00-500.630	CAPITAL - IMPROVEMENTS	3,650.00	(3,650.00)	0.00
001-521.00-500.640	CAPITAL-MACH & EQUIP	12,000.00	(10,000.00)	2,000.00
001-522.00-500.640	CAPITAL-EQUIP-STATE GRANT	700,000.00	(700,000.00)	0.00
001-524.00-500.140	OVERTIME	50.00	150.00	200.00
001-524.00-500.230	FLEX BENEFITS	8,750.00	750.00	9,500.00
001-524.00-500.240	WORKERS' COMPENSATION	1,870.00	530.00	2,400.00
001-524.00-500.340	CONTRACT SERVICES	55,000.00	9,000.00	64,000.00
001-524.00-500.410	COMMUNICATIONS	350.00	250.00	600.00
001-524.00-500.411	POSTAGE	300.00	(140.00)	160.00
001-524.00-500.440	RENTALS & LEASES	900.00	(190.00)	710.00
001-524.00-500.450	LIABILITY INSURANCE	1,000.00	200.00	1,200.00
001-524.00-500.461	BLDG REPAIR & MAINT	0.00	1,200.00	1,200.00
001-524.00-500.462	EQUIP REPAIR & MAINT	0.00	70.00	70.00
001-524.00-500.490	OTHER CURRENT CHARGES	0.00	115.00	115.00
001-524.00-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	50.00	50.00
001-524.00-500.520	OPERATING SUPPLIES	1,000.00	(550.00)	450.00
001-524.00-500.521	VEHICLE FUEL	0.00	70.00	70.00
001-524.00-500.522	UNIFORMS	100.00	(100.00)	0.00
001-524.00-500.630	CAPITAL - IMPROVEMENTS	5,000.00	(5,000.00)	0.00
001-524.00-500.640	CAPITAL-MACH & EQUIP	0.00	200.00	200.00
001-541.00-364.030	SALE OF SURPLUS EQUIP	0.00	12,420.00	12,420.00
001-541.00-500.120	SALARIES & WAGES	134,190.00	(39,190.00)	95,000.00
001-541.00-500.140	OVERTIME	6,000.00	1,500.00	7,500.00
001-541.00-500.210	FICA	10,720.00	(2,720.00)	8,000.00
001-541.00-500.220	RETIREMENT CONTRIBUTIONS	19,630.00	(5,630.00)	14,000.00
001-541.00-500.230	FLEX BENEFITS	25,000.00	(4,000.00)	21,000.00
001-541.00-500.240	WORKERS' COMPENSATION	8,410.00	(8,410.00)	0.00
001-541.00-500.310	PROFESSIONAL SERVICES	1,000.00	(400.00)	600.00
001-541.00-500.340	CONTRACT SERVICES	3,500.00	(2,300.00)	1,200.00
001-541.00-500.400	TRAVEL & PER DIEM	100.00	(100.00)	0.00
001-541.00-500.410	COMMUNICATIONS	560.00	640.00	1,200.00
001-541.00-500.411	POSTAGE	0.00	10.00	10.00
001-541.00-500.430	UTILITY SERVICES	952.00	578.00	1,530.00
001-541.00-500.440	RENTALS & LEASES	1,500.00	1,500.00	3,000.00
001-541.00-500.450	LIABILITY INSURANCE	10,000.00	2,000.00	12,000.00
001-541.00-500.461	BLDG REPAIR & MAINT	412.00	203.00	615.00
001-541.00-500.462	EQUIP REPAIR & MAINT	3,500.00	(2,685.00)	815.00
001-541.00-500.463	SIGNAL MAINTENANCE	5,000.00	(500.00)	4,500.00
001-541.00-500.464	SYSTEM/GROUNDS MAINTENANCE	5,000.00	(700.00)	4,300.00
001-541.00-500.465	FLEET MAINT-OPER EXP TRF	5,000.00	6,000.00	11,000.00
001-541.00-500.467	TREE REMOVAL/REPLACEMENT	20,000.00	8,000.00	28,000.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-541.00-500.470	DISASTER EXPENDITURES	0.00	35,000.00	35,000.00
001-541.00-500.490	OTHER CURRENT CHARGES	393.00	2,687.00	3,080.00
001-541.00-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	150.00	150.00
001-541.00-500.520	OPERATING SUPPLIES	3,492.00	4,808.00	8,300.00
001-541.00-500.521	VEHICLE FUEL	6,752.00	3,548.00	10,300.00
001-541.00-500.522	UNIFORMS	800.00	900.00	1,700.00
001-541.00-500.530	ROAD MATERIALS & SUPPLIES	40,000.00	(13,500.00)	26,500.00
001-541.00-500.541	TRAINING	500.00	(500.00)	0.00
001-541.00-500.630	CAPITAL - IMPROVEMENTS	0.00	1,100.00	1,100.00
001-541.00-500.631	CDBG CAPITAL IMPROVEMENTS	0.00	7,300.00	7,300.00
001-541.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	100,000.00	(100,000.00)	0.00
001-541.00-500.640	CAPITAL-MACH & EQUIP	19,795.00	(9,045.00)	10,750.00
001-571.00-366.101	PRIVATE SOURCE - LIBRARY GRANT	0.00	50.00	50.00
001-571.00-500.120	SALARIES & WAGES	101,985.00	(4,985.00)	97,000.00
001-571.00-500.140	OVERTIME	100.00	(50.00)	50.00
001-571.00-500.210	FICA	7,810.00	(710.00)	7,100.00
001-571.00-500.220	RETIREMENT CONTRIBUTIONS	14,290.00	(290.00)	14,000.00
001-571.00-500.230	FLEX BENEFITS	21,000.00	4,000.00	25,000.00
001-571.00-500.240	WORKERS' COMPENSATION	6,130.00	3,070.00	9,200.00
001-571.00-500.310	PROFESSIONAL SERVICES	500.00	3,650.00	4,150.00
001-571.00-500.340	CONTRACT SERVICES	6,000.00	(6,000.00)	0.00
001-571.00-500.342	SOFTWARE MAINTENANCE	300.00	(60.00)	240.00
001-571.00-500.400	TRAVEL & PER DIEM	150.00	(80.00)	70.00
001-571.00-500.410	COMMUNICATIONS	10,000.00	1,000.00	11,000.00
001-571.00-500.411	POSTAGE	300.00	(200.00)	100.00
001-571.00-500.430	UTILITY SERVICES	6,000.00	(1,600.00)	4,400.00
001-571.00-500.440	RENTALS & LEASES	2,000.00	(700.00)	1,300.00
001-571.00-500.450	LIABILITY INSURANCE	10,000.00	2,000.00	12,000.00
001-571.00-500.462	EQUIP REPAIR & MAINT	250.00	(100.00)	150.00
001-571.00-500.464	GROUNDS MAINTENANCE	2,500.00	(1,300.00)	1,200.00
001-571.00-500.467	TREE REMOVAL/REPLACEMENT	1,000.00	(475.00)	525.00
001-571.00-500.480	PROMOTIONAL ACTIVITIES	500.00	50.00	550.00
001-571.00-500.490	OTHER CURRENT CHARGES	50.00	(50.00)	0.00
001-571.00-500.520	OPERATING SUPPLIES	6,000.00	1,200.00	7,200.00
001-571.00-500.522	UNIFORMS	150.00	(150.00)	0.00
001-571.00-500.540	BOOKS,PUBS & MEMBERSHIPS	300.00	(300.00)	0.00
001-571.00-500.541	TRAINING	5,000.00	(5,000.00)	0.00
001-571.00-500.640	CAPITAL-MACH & EQUIP	5,000.00	3,400.00	8,400.00
001-571.00-500.660	CAPITAL - LIBRARY MATRL	25,000.00	(3,000.00)	22,000.00
001-571.00-500.662	GRANT-LIBRARY MATERIALS	0.00	500.00	500.00
001-572.00-364.030	SALE OF SURPLUS EQUIP	0.00	200.00	200.00
001-572.00-500.120	SALARIES & WAGES	2,720.00	80.00	2,800.00
001-572.00-500.220	RETIREMENT CONTRIBUTIONS	380.00	(80.00)	300.00
001-572.00-500.230	FLEX BENEFITS	200.00	350.00	550.00
001-572.00-500.240	WORKERS' COMPENSATION	160.00	400.00	560.00
001-572.00-500.310	PROFESSIONAL SERVICES	500.00	(500.00)	0.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-572.00-500.340	CONTRACT SERVICES	1,500.00	(1,500.00)	0.00
001-572.00-500.410	COMMUNICATIONS	7,800.00	(1,300.00)	6,500.00
001-572.00-500.411	POSTAGE	50.00	(50.00)	0.00
001-572.00-500.430	UTILITY SERVICES	12,000.00	100.00	12,100.00
001-572.00-500.450	LIABILITY INSURANCE	12,000.00	2,000.00	14,000.00
001-572.00-500.461	BLDG REPAIR & MAINT	10,000.00	(7,000.00)	3,000.00
001-572.00-500.462	EQUIP REPAIR & MAINT	5,000.00	(4,800.00)	200.00
001-572.00-500.464	GROUNDS MAINTENANCE	2,000.00	(1,200.00)	800.00
001-572.00-500.467	TREE REMOVAL/REPLACEMENT	2,000.00	(2,000.00)	0.00
001-572.00-500.470	DISASTER EXPENDITURES	0.00	1,050.00	1,050.00
001-572.00-500.480	PROMOTIONAL ACTIVITIES	0.00	50.00	50.00
001-572.00-500.520	OPERATING SUPPLIES	445.00	(245.00)	200.00
001-572.00-500.630	CAPITAL - IMPROVEMENTS	0.00	600.00	600.00
001-573.00-500.430	UTILITY SERVICES	9,797.00	1,203.00	11,000.00
001-573.00-500.450	LIABILITY INSURANCE	9,800.00	2,200.00	12,000.00
001-573.00-500.461	BLDG REPAIR & MAINT	10,000.00	(1,500.00)	8,500.00
001-573.00-500.462	EQUIP REPAIR & MAINT	0.00	3,400.00	3,400.00
001-573.00-500.467	TREE REMOVAL/REPLACEMENT	0.00	650.00	650.00
001-573.00-500.480	PROMOTIONAL ACTIVITIES	0.00	40.00	40.00
001-573.00-500.630	CAPITAL - IMPROVEMENTS	10,000.00	(7,800.00)	2,200.00
001-574.00-347.910	PROPERTY/LAND RENTAL-OFFICE	0.00	700.00	700.00
001-574.00-500.461	BLDG REPAIR & MAINT	0.00	5.00	5.00
001-574.00-500.464	SYSTEM/GROUNDS MAINTENANCE	0.00	300.00	300.00
001-574.00-500.520	OPERATING SUPPLIES	0.00	20.00	20.00
001-577.00-338.080	COUNTY FUNDING	0.00	200,000.00	200,000.00
001-577.00-500.310	PROFESSIONAL SERVICES	0.00	270,050.00	270,050.00
001-577.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	250,000.00	(250,000.00)	0.00
001-578.00-364.030	SALE OF SURPLUS EQUIP	0.00	1,000.00	1,000.00
001-578.00-500.140	OVERTIME	9,000.00	7,000.00	16,000.00
001-578.00-500.210	FICA	17,980.00	(980.00)	17,000.00
001-578.00-500.220	RETIREMENT CONTRIBUTIONS	32,900.00	(1,900.00)	31,000.00
001-578.00-500.230	FLEX BENEFITS	48,000.00	(3,000.00)	45,000.00
001-578.00-500.240	WORKERS' COMPENSATION	14,100.00	(14,100.00)	0.00
001-578.00-500.250	UNEMPLOYMENT COMPENSATION	0.00	300.00	300.00
001-578.00-500.310	PROFESSIONAL SERVICES	1,200.00	6,800.00	8,000.00
001-578.00-500.340	CONTRACT SERVICES	10,146.00	(9,096.00)	1,050.00
001-578.00-500.400	TRAVEL & PER DIEM	10.00	(10.00)	0.00
001-578.00-500.410	COMMUNICATIONS	947.00	1,353.00	2,300.00
001-578.00-500.411	POSTAGE	0.00	10.00	10.00
001-578.00-500.430	UTILITY SERVICES	16,626.00	12,074.00	28,700.00
001-578.00-500.440	RENTALS & LEASES	3,300.00	350.00	3,650.00
001-578.00-500.450	LIABILITY INSURANCE	32,080.00	5,420.00	37,500.00
001-578.00-500.461	BLDG REPAIR & MAINT	5,657.00	(2,457.00)	3,200.00
001-578.00-500.462	EQUIP REPAIR & MAINT	4,808.00	(608.00)	4,200.00
001-578.00-500.464	SYSTEM/GROUNDS MAINTENANCE	3,209.00	(9.00)	3,200.00
001-578.00-500.465	FLEET MAINT-OPER EXP TRF	9,166.00	(666.00)	8,500.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-578.00-500.466	CEMETERY MAINTENANCE	1,200.00	500.00	1,700.00
001-578.00-500.467	TREE REMOVAL/REPLACEMENT	15,000.00	12,550.00	27,550.00
001-578.00-500.470	DISASTER EXPENDITURES	0.00	2,200.00	2,200.00
001-578.00-500.490	OTHER CURRENT CHARGES	713.00	(603.00)	110.00
001-578.00-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	300.00	300.00
001-578.00-500.520	OPERATING SUPPLIES	8,000.00	13,000.00	21,000.00
001-578.00-500.521	VEHICLE FUEL	15,000.00	7,000.00	22,000.00
001-578.00-500.522	UNIFORMS	2,082.00	(182.00)	1,900.00
001-578.00-500.540	BOOKS,PUBS & MEMBERSHIPS	0.00	265.00	265.00
001-578.00-500.541	TRAINING	1,696.00	(1,696.00)	0.00
001-578.00-500.630	CAPITAL - IMPROVEMENTS	310,000.00	(226,500.00)	83,500.00
001-578.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	103,380.00	(96,880.00)	6,500.00
001-578.00-500.640	CAPITAL-MACH & EQUIP	22,139.00	(15,839.00)	6,300.00
001-578.00-500.713	NOTE/LEASE PAYMENTS	9,165.00	(65.00)	9,100.00
001-578.00-500.720	FORD CREDIT LEASE PURCHASE	13,360.00	140.00	13,500.00
001-590.00-500.140	OVERTIME	500.00	6,300.00	6,800.00
001-590.00-500.210	FICA	15,230.00	(1,230.00)	14,000.00
001-590.00-500.220	RETIREMENT CONTRIBUTIONS	27,870.00	1,130.00	29,000.00
001-590.00-500.230	FLEX BENEFITS	42,000.00	11,000.00	53,000.00
001-590.00-500.240	WORKERS' COMPENSATION	11,950.00	1,650.00	13,600.00
001-590.00-500.310	PROFESSIONAL SERVICES	150.00	200.00	350.00
001-590.00-500.340	CONTRACT SERVICES	505.00	(145.00)	360.00
001-590.00-500.342	SOFTWARE MAINTENANCE	0.00	950.00	950.00
001-590.00-500.400	TRAVEL & PER DIEM	50.00	(50.00)	0.00
001-590.00-500.410	COMMUNICATIONS	550.00	1,550.00	2,100.00
001-590.00-500.411	POSTAGE	0.00	50.00	50.00
001-590.00-500.430	UTILITY SERVICES	1,148.00	402.00	1,550.00
001-590.00-500.440	RENTALS & LEASES	1,000.00	(820.00)	180.00
001-590.00-500.450	LIABILITY INSURANCE	1,000.00	200.00	1,200.00
001-590.00-500.461	REPAIR & MAINT - BLDG	500.00	200.00	700.00
001-590.00-500.462	REPAIR & MAINT - EQUIP	1,850.00	(1,350.00)	500.00
001-590.00-500.464	SYSTEM/GROUNDS MAINTENANCE	0.00	1,600.00	1,600.00
001-590.00-500.465	FLEET MAINT-OPER EXP TRF	900.00	900.00	1,800.00
001-590.00-500.470	DISASTER EXPENDITURES	0.00	150.00	150.00
001-590.00-500.490	OTHER CURRENT CHARGES	150.00	150.00	300.00
001-590.00-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	215.00	215.00
001-590.00-500.520	OPERATING SUPPLIES	2,258.00	2,092.00	4,350.00
001-590.00-500.521	VEHICLE FUEL	3,800.00	3,400.00	7,200.00
001-590.00-500.522	UNIFORMS	698.00	302.00	1,000.00
001-590.00-500.541	TRAINING	1,000.00	(1,000.00)	0.00
001-590.00-500.630	CAPITAL - IMPROVEMENTS	7,500.00	(6,440.00)	1,060.00
001-590.00-500.640	NEW EQUIPMENT	4,700.00	(3,700.00)	1,000.00
001-590.01-329.020	SPECIAL EVENT-CITY COSTS	0.00	370.00	370.00
001-590.01-500.120	SALARIES & WAGES	0.00	700.00	700.00
001-590.01-500.140	OVERTIME	0.00	950.00	950.00
001-590.01-500.210	FICA	0.00	120.00	120.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
001-590.01-500.220	RETIREMENT CONTRIBUTIONS	0.00	220.00	220.00
001-590.01-500.230	FLEX BENEFITS	0.00	300.00	300.00
101-000.00-311.000	AD VALOREM TAX	400,000.00	33,800.00	433,800.00
101-000.00-347.910	PROPERTY/LAND RENTAL	0.00	3,710.00	3,710.00
101-000.00-361.100	INTEREST EARNED	0.00	3,000.00	3,000.00
101-000.00-399.910	FUND BALANCE BROUGHT FORWARD	1,025,450.00	(1,025,450.00)	0.00
101-550.00-500.120	SALARIES & WAGES	35,100.00	(17,900.00)	17,200.00
101-550.00-500.140	OVERTIME	0.00	400.00	400.00
101-550.00-500.210	FICA	2,690.00	(1,390.00)	1,300.00
101-550.00-500.220	RETIREMENT CONTRIBUTIONS	4,910.00	(3,310.00)	1,600.00
101-550.00-500.230	FLEX BENEFITS	7,900.00	(5,400.00)	2,500.00
101-550.00-500.240	WORKERS' COMPENSATION	2,100.00	(645.00)	1,455.00
101-550.00-500.310	PROFESSIONAL SERVICES	37,000.00	37,100.00	74,100.00
101-550.00-500.320	ACCOUNTING & AUDITING	6,000.00	530.00	6,530.00
101-550.00-500.400	TRAVEL & PER DIEM	0.00	1,265.00	1,265.00
101-550.00-500.411	POSTAGE	20.00	550.00	570.00
101-550.00-500.430	UTILITY SERVICES	3,500.00	(1,760.00)	1,740.00
101-550.00-500.450	LIABILITY INSURANCE	1,200.00	200.00	1,400.00
101-550.00-500.461	BLDG REPAIR & MAINT	0.00	770.00	770.00
101-550.00-500.464	SYSTEM/GROUNDS MAINTENANCE	500.00	(440.00)	60.00
101-550.00-500.467	TREE REMOVAL/REPLACEMENT	2,500.00	(1,000.00)	1,500.00
101-550.00-500.480	PROMOTIONAL ACTIVITIES	20,000.00	(9,900.00)	10,100.00
101-550.00-500.490	OTHER CURRENT CHARGES	0.00	2,420.00	2,420.00
101-550.00-500.494	INTERNAL SERVICE CHARGES	34,110.00	(2,810.00)	31,300.00
101-550.00-500.520	OPERATING SUPPLIES	2,500.00	(1,850.00)	650.00
101-550.00-500.540	BOOKS, PUBS & MEMBERSHIPS	1,000.00	(180.00)	820.00
101-550.00-500.541	TRAINING	0.00	200.00	200.00
101-550.00-500.544	MASS TRANSIT SYSTEMS	8,065.00	(560.00)	7,505.00
101-550.00-500.620	CAPITAL - BUILDINGS	650,000.00	(650,000.00)	0.00
101-550.00-500.630	CAPITAL - IMPROVEMENTS	500,000.00	(470,000.00)	30,000.00
101-550.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	0.00	7,400.00	7,400.00
101-550.00-500.640	CAPITAL-MACH & EQUIP	0.00	350.00	350.00
101-550.00-500.712	BOND PAYMENT	0.00	84,900.00	84,900.00
101-550.00-500.713	NOTE/LEASE PAYMENTS	31,355.00	(31,355.00)	0.00
101-550.00-500.830	LOCAL GRANTS-FACADE	75,000.00	(25,000.00)	50,000.00
101-550.00-500.911	TRS TO FUND BALANCE	0.00	102,475.00	102,475.00
102-000.00-325.200	STORM WATER SPECIAL ASSESSMENT REVENUE	224,917.00	(4,917.00)	220,000.00
102-000.00-361.100	INTEREST EARNED	0.00	100.00	100.00
102-000.00-369.100	BAD DEBT RECOVERY	0.00	300.00	300.00
102-000.00-369.300	INSURANCE SETTLEMENTS	0.00	830.00	830.00
102-537.00-500.120	SALARIES & WAGES	77,600.00	(28,600.00)	49,000.00
102-537.00-500.140	OVERTIME	3,800.00	1,500.00	5,300.00
102-537.00-500.210	FICA	6,230.00	(2,330.00)	3,900.00
102-537.00-500.220	RETIREMENT CONTRIBUTION	11,400.00	(4,000.00)	7,400.00
102-537.00-500.230	FLEX BENEFITS	28,000.00	(12,000.00)	16,000.00
102-537.00-500.240	WORKERS' COMPENSATION	4,890.00	(4,890.00)	0.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
102-537.00-500.310	PROFESSIONAL SERVICES	1,000.00	(730.00)	270.00
102-537.00-500.340	CONTRACT SERVICES	3,951.00	(2,546.00)	1,405.00
102-537.00-500.400	TRAVEL & PER DIEM	200.00	(200.00)	0.00
102-537.00-500.410	COMMUNICATIONS	900.00	1,115.00	2,015.00
102-537.00-500.411	POSTAGE	2,500.00	(1,520.00)	980.00
102-537.00-500.430	UTILITY SERVICES	1,156.00	369.00	1,525.00
102-537.00-500.440	RENTALS & LEASES	2,000.00	1,000.00	3,000.00
102-537.00-500.450	LIABILITY INSURANCE	7,120.00	1,200.00	8,320.00
102-537.00-500.461	BLDG REPAIR & MAINT	412.00	(162.00)	250.00
102-537.00-500.462	EQUIP REPAIR & MAINT	1,810.00	1,355.00	3,165.00
102-537.00-500.463	SWEEPING DEBRIS DISPOSAL	5,000.00	150.00	5,150.00
102-537.00-500.464	SYSTEM MAINTENANCE	13,300.00	(10,650.00)	2,650.00
102-537.00-500.465	FLEET MAINT-OPER EXP TRF	4,300.00	1,765.00	6,065.00
102-537.00-500.467	TREE REMOVAL/REPLACEMENT	5,000.00	300.00	5,300.00
102-537.00-500.490	OTHER CURRENT CHARGES	1,346.00	(886.00)	460.00
102-537.00-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	50.00	50.00
102-537.00-500.494	INTERNAL SERVICE CHARGES	8,952.00	(742.00)	8,210.00
102-537.00-500.520	OPERATING SUPPLIES	2,007.00	1,753.00	3,760.00
102-537.00-500.521	VEHICLE FUEL	5,443.00	687.00	6,130.00
102-537.00-500.522	UNIFORMS	800.00	(270.00)	530.00
102-537.00-500.541	TRAINING	2,000.00	(2,000.00)	0.00
102-537.00-500.630	CAPITAL - IMPROVEMENTS	0.00	2,855.00	2,855.00
102-537.00-500.640	CAPITAL-MACH & EQUIPMENT	3,000.00	7,500.00	10,500.00
102-537.00-500.713	NOTE/LEASE PAYMENTS	8,335.00	765.00	9,100.00
102-537.00-500.900	TRF TO GENERAL FUND	6,000.00	(6,000.00)	0.00
102-537.00-500.911	TRS TO FUND BALANCE	0.00	51,475.00	51,475.00
103-000.00-325.203	FIRE ASSESSMENT FEE REVENUE	404,280.00	(18,780.00)	385,500.00
103-000.00-329.070	FIRE INSPECTION FEES	0.00	120.00	120.00
103-000.00-382.104	TRS FROM ARPA	0.00	1,000,000.00	1,000,000.00
103-000.00-399.910	FUND BALANCE BROUGHT FORWARD	0.00	53,695.00	53,695.00
103-522.00-500.120	SALARIES & WAGES	70,000.00	6,000.00	76,000.00
103-522.00-500.210	FICA	5,360.00	340.00	5,700.00
103-522.00-500.220	RETIREMENT CONTRIBUTIONS	21,000.00	9,000.00	30,000.00
103-522.00-500.230	FLEX BENEFITS	0.00	4,000.00	4,000.00
103-522.00-500.240	WORKERS' COMPENSATION	4,200.00	(4,200.00)	0.00
103-522.00-500.241	VFIS WORKERS COMP	2,300.00	920.00	3,220.00
103-522.00-500.310	PROFESSIONAL SERVICES	25,000.00	37,800.00	62,800.00
103-522.00-500.340	CONTRACT SERVICES	13,000.00	(4,800.00)	8,200.00
103-522.00-500.342	SOFTWARE MAINTENANCE	0.00	5,205.00	5,205.00
103-522.00-500.400	TRAVEL & PER DIEM	8,000.00	(5,340.00)	2,660.00
103-522.00-500.410	COMMUNICATIONS	8,000.00	6,000.00	14,000.00
103-522.00-500.411	POSTAGE	1,370.00	(160.00)	1,210.00
103-522.00-500.430	UTILITY SERVICES	9,500.00	1,375.00	10,875.00
103-522.00-500.440	RENTALS & LEASES	1,200.00	2,520.00	3,720.00
103-522.00-500.450	LIABILITY INSURANCE	15,000.00	2,500.00	17,500.00
103-522.00-500.461	BLDG REPAIR & MAINT	25,000.00	(18,600.00)	6,400.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
103-522.00-500.462	EQUIP REPAIR & MAINT	5,000.00	(3,980.00)	1,020.00
103-522.00-500.464	SYSTEM/GROUNDS MAINTENANCE	1,100.00	(690.00)	410.00
103-522.00-500.465	FLEET MAINT-OPER EXP TRF	30,000.00	(16,100.00)	13,900.00
103-522.00-500.480	PROMOTIONAL ACTIVITIES	1,500.00	(1,500.00)	0.00
103-522.00-500.490	OTHER CURRENT CHARGES	450.00	30.00	480.00
103-522.00-500.492	EMPLOYEE AWARD/RECOGNITION	1,000.00	(225.00)	775.00
103-522.00-500.494	INTERNAL SERVICE CHARGES	38,600.00	(3,170.00)	35,430.00
103-522.00-500.520	OPERATING SUPPLIES	2,500.00	3,220.00	5,720.00
103-522.00-500.521	VEHICLE FUEL	6,000.00	(1,155.00)	4,845.00
103-522.00-500.522	UNIFORMS	10,200.00	(2,115.00)	8,085.00
103-522.00-500.540	BOOKS,PUBS & MEMBERSHIPS	19,000.00	(18,885.00)	115.00
103-522.00-500.541	TRAINING	15,000.00	(1,300.00)	13,700.00
103-522.00-500.630	CAPITAL - IMPROVEMENTS	5,000.00	27,410.00	32,410.00
103-522.00-500.640	CAPITAL-MACH & EQUIP	60,000.00	1,003,240.00	1,063,240.00
103-522.00-500.711	DEBT SERVICE PAYMENTS	0.00	7,695.00	7,695.00
104-000.00-399.910	FUND BALANCE BROUGHT FORWARD	2,467,500.00	(553,680.00)	1,913,820.00
104-519.00-500.900	TRF TO GEN FUND-INDIRECT ADMIN	117,500.00	(26,365.00)	91,135.00
104-522.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	0.00	1,500.00	1,500.00
104-522.00-500.640	CAPITAL-MACH & EQUIP	700,000.00	(686,310.00)	13,690.00
104-522.00-500.913	TRS TO FIRE FUND	0.00	1,000,000.00	1,000,000.00
104-533.00-500.464	SYSTEM/GROUNDS MAINTENANCE	50,000.00	(50,000.00)	0.00
104-533.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	575,000.00	(72,180.00)	502,820.00
104-535.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	900,000.00	(595,325.00)	304,675.00
104-537.00-500.464	SYSTEM/GROUNDS MAINTENANCE	45,000.00	(45,000.00)	0.00
104-537.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	60,000.00	(60,000.00)	0.00
104-537.00-500.640	CAPITAL-MACH & EQUIP	20,000.00	(20,000.00)	0.00
401-000.00-343.110	RESIDENTIAL SALES	4,300,000.00	160,000.00	4,460,000.00
401-000.00-343.111	COMMERCIAL SALES	1,950,000.00	(140,000.00)	1,810,000.00
401-000.00-343.112	INDUSTRIAL SALES	100,000.00	26,000.00	126,000.00
401-000.00-343.116	AREA LIGHTING	72,000.00	16,500.00	88,500.00
401-000.00-343.119	SERVICE CONNECTION FEES	20,000.00	7,600.00	27,600.00
401-000.00-361.100	INTEREST EARNED BBT MM	300.00	(100.00)	200.00
401-000.00-369.010	MISCELLANEOUS REVENUE	9,800.00	9,400.00	19,200.00
401-000.00-369.100	BAD DEBT RECOVERY	0.00	7,000.00	7,000.00
401-000.00-369.300	INSURANCE SETTLEMENTS	0.00	3,720.00	3,720.00
401-000.00-399.910	FUND BALANCE BROUGHT FORWARD	259,612.00	(114,612.00)	145,000.00
401-531.00-364.030	SALE OF SURPLUS EQUIP	0.00	780.00	780.00
401-531.00-500.120	SALARIES & WAGES	492,200.00	(41,200.00)	451,000.00
401-531.00-500.140	OVERTIME	35,000.00	1,000.00	36,000.00
401-531.00-500.210	FICA	40,340.00	(4,340.00)	36,000.00
401-531.00-500.220	RETIREMENT CONTRIBUTION	73,810.00	(6,810.00)	67,000.00
401-531.00-500.230	FLEX BENEFITS	60,000.00	17,000.00	77,000.00
401-531.00-500.240	WORKERS' COMPENSATION	31,640.00	(3,940.00)	27,700.00
401-531.00-500.310	PROFESSIONAL SERVICES	6,000.00	6,600.00	12,600.00
401-531.00-500.315	BPCA ENGINEERING COSTS	17,000.00	(11,000.00)	6,000.00
401-531.00-500.340	CONTRACT SERVICES	125,000.00	(81,200.00)	43,800.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
401-531.00-500.342	SOFTWARE MAINTENANCE	2,400.00	1,120.00	3,520.00
401-531.00-500.400	TRAVEL & PER DIEM	3,000.00	(1,390.00)	1,610.00
401-531.00-500.410	COMMUNICATIONS	5,000.00	3,200.00	8,200.00
401-531.00-500.411	POSTAGE	0.00	150.00	150.00
401-531.00-500.430	UTILITY SERVICES	2,500.00	410.00	2,910.00
401-531.00-500.431	STREET LIGHTS	70,000.00	10,650.00	80,650.00
401-531.00-500.432	ELEC WHOLESALE PURCHASES	3,900,000.00	268,900.00	4,168,900.00
401-531.00-500.433	ST LUCIE II PURCHASES	145,000.00	(27,000.00)	118,000.00
401-531.00-500.440	RENTALS & LEASES	5,000.00	(4,820.00)	180.00
401-531.00-500.450	LIABILITY INSURANCE	42,000.00	6,950.00	48,950.00
401-531.00-500.461	BLDG REPAIR & MAINT	1,000.00	(630.00)	370.00
401-531.00-500.462	REPAIR & MAINT - EQUIP	10,000.00	(9,400.00)	600.00
401-531.00-500.464	SYSTEM/GROUNDS MAINTENANCE	120,000.00	(37,800.00)	82,200.00
401-531.00-500.465	FLEET MTN OPER EXP TRF	40,000.00	(6,980.00)	33,020.00
401-531.00-500.467	TREE REMOVAL/REPLACEMENT	120,000.00	(22,500.00)	97,500.00
401-531.00-500.490	OTHER CURRENT CHARGES	3,000.00	(1,350.00)	1,650.00
401-531.00-500.492	EMPLOYEE AWARD/RECOGNITION	0.00	775.00	775.00
401-531.00-500.494	INTERNAL SERVICE CHARGES	176,157.00	(14,657.00)	161,500.00
401-531.00-500.497	MISC STATE UTILITY TAX	1,000.00	200.00	1,200.00
401-531.00-500.520	OPERATING SUPPLIES	35,000.00	(14,000.00)	21,000.00
401-531.00-500.521	VEHICLE FUEL	15,000.00	5,000.00	20,000.00
401-531.00-500.522	UNIFORMS	8,000.00	(500.00)	7,500.00
401-531.00-500.529	INVENTORY ADJUSTMENT	0.00	5,700.00	5,700.00
401-531.00-500.540	BOOKS,PUBS & MEMBERSHIPS	10,500.00	220.00	10,720.00
401-531.00-500.541	TRAINING	7,500.00	(1,975.00)	5,525.00
401-531.00-500.630	CAPITAL - IMPROVEMENTS	3,000.00	(1,945.00)	1,055.00
401-531.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	50,000.00	43,150.00	93,150.00
401-531.00-500.640	NEW EQUIPMENT	75,000.00	157,240.00	232,240.00
401-531.00-500.711	1 MAN BUCKET TRUCK NOTE	49,000.00	200.00	49,200.00
401-531.00-500.713	NOTE/LEASE PAYMENTS	8,500.00	580.00	9,080.00
401-531.00-500.900	TRF TO GENERAL FUND	976,665.00	(259,320.00)	717,345.00
402-000.00-343.305	WATER SALES-RESIDENTIAL	690,000.00	4,000.00	694,000.00
402-000.00-343.306	WATER SALES-COMMERCIAL	267,000.00	3,000.00	270,000.00
402-000.00-343.307	WATER SALES-INDUSTRIAL	7,500.00	4,500.00	12,000.00
402-000.00-343.312	WATER MISCELLANEOUS	100.00	250.00	350.00
402-000.00-343.319	SERVICE CONNECTION FEES	3,000.00	(3,000.00)	0.00
402-000.00-369.010	MISCELLANEOUS REVENUE	1,000.00	21,000.00	22,000.00
402-000.00-369.100	BAD DEBT RECOVERY	0.00	1,400.00	1,400.00
402-000.00-369.300	INSURANCE SETTLEMENTS	0.00	33,000.00	33,000.00
402-533.00-500.140	OVERTIME	10,000.00	13,000.00	23,000.00
402-533.00-500.210	FICA	15,940.00	1,060.00	17,000.00
402-533.00-500.220	RETIREMENT CONTRIBUTION	29,170.00	(170.00)	29,000.00
402-533.00-500.230	FLEX BENEFITS	34,000.00	1,000.00	35,000.00
402-533.00-500.240	WORKERS' COMPENSATION	12,500.00	(4,650.00)	7,850.00
402-533.00-500.310	PROFESSIONAL SERVICES	60,000.00	(43,000.00)	17,000.00
402-533.00-500.340	CONTRACT SERVICES	29,805.00	(2,805.00)	27,000.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
402-533.00-500.400	TRAVEL & PER DIEM	975.00	(925.00)	50.00
402-533.00-500.410	COMMUNICATIONS	3,315.00	685.00	4,000.00
402-533.00-500.411	POSTAGE	116.00	(81.00)	35.00
402-533.00-500.430	UTILITY SERVICES	77,790.00	(2,290.00)	75,500.00
402-533.00-500.440	RENTALS & LEASES	4,855.00	(4,655.00)	200.00
402-533.00-500.450	LIABILITY INSURANCE	50,000.00	8,280.00	58,280.00
402-533.00-500.461	REPAIR & MAINT - BLDG	2,000.00	(600.00)	1,400.00
402-533.00-500.462	REPAIR & MAINT - EQUIP	8,325.00	(6,325.00)	2,000.00
402-533.00-500.464	SYSTEM/GROUNDS MAINTENANCE	25,000.00	55,000.00	80,000.00
402-533.00-500.465	FLEET MNT OPER EXP TRF	15,000.00	(8,700.00)	6,300.00
402-533.00-500.467	TREE REMOVAL/REPLACEMENT	1,300.00	(1,300.00)	0.00
402-533.00-500.490	OTHER CURRENT CHARGES	7,250.00	(3,000.00)	4,250.00
402-533.00-500.492	EMPLOYEE AWARD/RECOGNITION	1,000.00	(700.00)	300.00
402-533.00-500.494	INTERNAL SERVICE CHARGES	178,057.00	(14,837.00)	163,220.00
402-533.00-500.520	OPERATING SUPPLIES	13,672.00	(4,172.00)	9,500.00
402-533.00-500.521	VEHICLE FUEL	11,605.00	8,165.00	19,770.00
402-533.00-500.522	UNIFORMS	2,000.00	(340.00)	1,660.00
402-533.00-500.540	BOOKS,PUBS & MEMBERSHIPS	4,000.00	(1,690.00)	2,310.00
402-533.00-500.541	TRAINING	2,500.00	(2,100.00)	400.00
402-533.00-500.630	CAPITAL - IMPROVEMENTS	30,000.00	(27,400.00)	2,600.00
402-533.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	55,000.00	2,000.00	57,000.00
402-533.00-500.640	CAPITAL - EQUIPMENT	30,000.00	(22,200.00)	7,800.00
402-533.00-500.710	2009 BOND PRINCIPAL	37,135.00	(37,135.00)	0.00
402-533.00-500.712	2021 WATER SYSTEM REFUNDING BOND	43,000.00	17,000.00	60,000.00
402-533.00-500.900	TRF TO GENERAL FUND	6,000.00	(500.00)	5,500.00
402-533.00-500.911	TRS TO FUND BALANCE	0.00	147,535.00	147,535.00
404-000.00-347.915	FIRE ASSESSMENT	0.00	17,000.00	17,000.00
404-000.00-347.920	MOBILE HOME LAUNDRY FEES	0.00	670.00	670.00
404-000.00-347.930	MAINT/GROUNDS FEES	15,620.00	34,380.00	50,000.00
404-000.00-347.940	MISC REVENUE	0.00	50.00	50.00
404-000.00-347.960	ACTIVITIES CENTER RENTAL	3,000.00	2,800.00	5,800.00
404-000.00-361.010	INTEREST EARN ON INVEST	0.00	300.00	300.00
404-000.00-364.110	SALE OF CMHP	0.00	873,000.00	873,000.00
404-000.00-399.910	FUND BALANCE BROUGHT FORWARD	67,940.00	(67,940.00)	0.00
404-579.00-500.120	SALARIES & WAGES	29,800.00	200.00	30,000.00
404-579.00-500.140	OVERTIME	0.00	3,000.00	3,000.00
404-579.00-500.210	FICA	2,280.00	120.00	2,400.00
404-579.00-500.220	RETIREMENT CONTRIBUTIONS	590.00	1,810.00	2,400.00
404-579.00-500.230	FLEX BENEFITS	600.00	3,300.00	3,900.00
404-579.00-500.240	WORKERS' COMPENSATION	1,790.00	410.00	2,200.00
404-579.00-500.310	PROFESSIONAL SERVICES	8,000.00	32,000.00	40,000.00
404-579.00-500.340	CONTRACT SERVICES	4,000.00	(4,000.00)	0.00
404-579.00-500.400	TRAVEL & PER DIEM	0.00	450.00	450.00
404-579.00-500.410	COMMUNICATIONS	5,500.00	(700.00)	4,800.00
404-579.00-500.411	POSTAGE	600.00	10.00	610.00
404-579.00-500.430	UTILITY SERVICES	90,000.00	(26,000.00)	64,000.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
404-579.00-500.450	LIABILITY INSURANCE	22,000.00	3,650.00	25,650.00
404-579.00-500.461	REPAIR & MAINT - BLDG	13,000.00	7,000.00	20,000.00
404-579.00-500.462	REPAIR & MAINT - EQUIP	2,000.00	(1,500.00)	500.00
404-579.00-500.463	TREE REMOVAL/REPLACEMENT	0.00	5,800.00	5,800.00
404-579.00-500.464	SYSTEM/GROUNDS MAINTENANCE	28,000.00	16,000.00	44,000.00
404-579.00-500.467	TREE REMOVAL/REPLACEMENT	25,000.00	(22,000.00)	3,000.00
404-579.00-500.490	OTHER CURRENT CHARGES	600.00	(585.00)	15.00
404-579.00-500.491	PROPERTY TAXES & OTHER FEES	109,000.00	6,000.00	115,000.00
404-579.00-500.494	INTERNAL SERVICE CHARGES	30,320.00	(2,520.00)	27,800.00
404-579.00-500.496	OTHER PERMITS	1,000.00	(1,000.00)	0.00
404-579.00-500.520	OPERATING SUPPLIES	3,000.00	(1,700.00)	1,300.00
404-579.00-500.522	UNIFORMS	100.00	(100.00)	0.00
404-579.00-500.540	BOOKS, PUBS & MEMBERSHIPS	650.00	(650.00)	0.00
404-579.00-500.630	CAPITAL - IMPROVEMENTS	5,000.00	(5,000.00)	0.00
404-579.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	2,000.00	18,000.00	20,000.00
404-579.00-500.640	NEW EQUIPMENT	8,000.00	(7,880.00)	120.00
404-579.00-500.900	TRF TO GENERAL FUND	71,350.00	(5,940.00)	65,410.00
404-579.00-500.911	TRS TO FUND BALANCE	0.00	842,085.00	842,085.00
405-000.00-343.410	RESIDENTIAL	620,000.00	20,500.00	640,500.00
405-000.00-369.010	OTHER MISC REVENUE	0.00	20.00	20.00
405-000.00-369.100	BAD DEBT RECOVERY	0.00	600.00	600.00
405-000.00-399.910	FUND BALANCE BROUGHT FORWARD	0.00	13,480.00	13,480.00
405-534.00-500.340	CONTRACT SERVICES	557,100.00	39,900.00	597,000.00
405-534.00-500.490	OTHER CURRENT CHARGES	100.00	(100.00)	0.00
405-534.00-500.494	INTERNAL SERVICE CHARGES	52,800.00	(4,400.00)	48,400.00
405-534.00-500.910	TRS TO SPECIAL REVENUE FD	10,000.00	(800.00)	9,200.00
407-000.00-331.350	CDBG GRANT CHEROKEE LIFT STATION	6,125,000.00	(6,125,000.00)	0.00
407-000.00-334.150	STATE REVOLVING FUND (SRF) GRANT	1,400,000.00	(1,400,000.00)	0.00
407-000.00-334.360	SWFWMD GRANT	0.00	168,750.00	168,750.00
407-000.00-343.505	SEWER SALES-RESIDENTIAL	1,082,000.00	8,000.00	1,090,000.00
407-000.00-343.506	SEWER SALES-COMMERCIAL	245,000.00	(45,000.00)	200,000.00
407-000.00-343.511	SEWER SERVICE CONNECTION	8,000.00	(3,000.00)	5,000.00
407-000.00-343.512	SEWER MISCELLANEOUS	100.00	1,900.00	2,000.00
407-000.00-361.100	INTEREST EARNED BBT MM	60.00	45.00	105.00
407-000.00-369.010	MISCELLANEOUS REVENUE	0.00	50.00	50.00
407-000.00-369.100	BAD DEBT RECOVERY	0.00	960.00	960.00
407-535.00-500.120	SALARIES & WAGES	218,300.00	(18,300.00)	200,000.00
407-535.00-500.140	OVERTIME	5,000.00	4,000.00	9,000.00
407-535.00-500.210	FICA	17,090.00	(1,590.00)	15,500.00
407-535.00-500.240	WORKERS' COMPENSATION	13,400.00	(8,400.00)	5,000.00
407-535.00-500.310	PROFESSIONAL SERVICES	30,000.00	(29,200.00)	800.00
407-535.00-500.340	CONTRACT SERVICES	28,131.00	(26,131.00)	2,000.00
407-535.00-500.400	TRAVEL & PER DIEM	1,000.00	(950.00)	50.00
407-535.00-500.410	COMMUNICATIONS	6,041.00	509.00	6,550.00
407-535.00-500.411	POSTAGE	116.00	(46.00)	70.00
407-535.00-500.430	UTILITY SERVICES	134,694.00	34,306.00	169,000.00

FY 2023 YEAR-END BUDGET AMENDMENT

GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE INCR(DEC)	AMENDED BUDGET
407-535.00-500.440	RENTALS AND LEASES	5,728.00	(5,538.00)	190.00
407-535.00-500.450	LIABILITY INSURANCE	81,624.00	13,476.00	95,100.00
407-535.00-500.461	REPAIR & MAINT - BLDG	3,500.00	600.00	4,100.00
407-535.00-500.462	REPAIR & MAINT - EQUIP	6,300.00	(5,600.00)	700.00
407-535.00-500.464	SYSTEM/GROUNDS MAINTENANCE	134,400.00	(29,400.00)	105,000.00
407-535.00-500.465	FLEET MNT OPER EXP TRF	15,000.00	(11,000.00)	4,000.00
407-535.00-500.467	TREE REMOVAL/REPLACEMENT	825.00	13,175.00	14,000.00
407-535.00-500.490	OTHER CURRENT CHARGES	958.00	(278.00)	680.00
407-535.00-500.492	EMPLOYEE AWARD/RECOGNITION	1,000.00	(780.00)	220.00
407-535.00-500.494	INTERNAL SERVICE CHARGES	185,545.00	(15,445.00)	170,100.00
407-535.00-500.520	OPERATING SUPPLIES	13,800.00	8,200.00	22,000.00
407-535.00-500.521	VEHICLE FUEL	15,000.00	(5,200.00)	9,800.00
407-535.00-500.522	UNIFORMS	2,067.00	(267.00)	1,800.00
407-535.00-500.540	BOOKS,PUBS & MEMBERSHIPS	3,000.00	(2,050.00)	950.00
407-535.00-500.541	TRAINING	3,000.00	(1,980.00)	1,020.00
407-535.00-500.630	CAPITAL - IMPROVEMENTS	1,000.00	60.00	1,060.00
407-535.00-500.631	CDBG CAPITAL IMPROVEMENTS	6,125,000.00	(6,125,000.00)	0.00
407-535.00-500.635	SRF GRANT CAPITAL IMPROVEMENTS	1,400,000.00	(1,400,000.00)	0.00
407-535.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	138,873.00	94,127.00	233,000.00
407-535.00-500.640	CAPITAL - EQUIPMENT	5,000.00	11,000.00	16,000.00
407-535.00-500.712	2020 BOND PAYMENT	172,748.00	(748.00)	172,000.00
407-535.00-500.900	TRF TO GENERAL FUND	6,000.00	(500.00)	5,500.00
407-535.00-500.911	TRS TO FUND BALANCE	0.00	115,655.00	115,655.00
420-000.00-343.304	WATER IMPACT FEES	0.00	13,300.00	13,300.00
420-533.00-500.638	CAPITAL IMPROVEMENTS-SYSTEM	0.00	5,770.00	5,770.00
420-533.00-500.911	TRS TO FUND BALANCE	0.00	7,530.00	7,530.00
470-000.00-343.504	SEWER IMPACT FEES	0.00	27,020.00	27,020.00
470-535.00-500.464	SYSTEM/GROUNDS MAINTENANCE	0.00	45.00	45.00
470-535.00-500.638	SEWER IMPACT FUND	0.00	25.00	25.00
470-535.00-500.911	TRS TO FUND BALANCE	0.00	26,950.00	26,950.00



**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 8-A**

SUBJECT:

Minutes of October 10, 2023, Regular City Commission Meeting, Minutes of Special Commission Meeting of October 26, 2023, Minutes of Special CM Candidate Interviews of October 26, 2023, and Minutes of Special CM Candidate Interviews of October 30, 2023.

BACKGROUND:

The commission held a Regular Commission Meeting on October 10, 2023, a Special Commission Meeting on October 26, 2023, a Special Meeting for CM Candidate Interviews on October 26, 2023, and a Special Meeting for CM Candidate Interviews on October 30, 2023, in commission chambers 8 W. Broadway St., Fort Meade, FL.,

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve the Minutes of October 10, 2023, Regular City Commission Meeting, Minutes of Special Commission Meeting of October 26, 2023, Minutes of Special CM Candidate Interviews of October 26, 2023, and Minutes of Special CM Candidate Interviews of October 30, 2023.

MOTION: Move to approve the Minutes of October 10, 2023, Regular City Commission Meeting, Minutes of Special Commission Meeting of October 26, 2023, Minutes of Special CM Candidate Interviews of October 26, 2023, and Minutes of Special CM Candidate Interviews of October 30, 2023.

Created/Initiated by: Melissa Cannon 11/1/23

Final Approval by: Maria Sutherland _____



**MINUTES
CITY OF FORT MEADE
REGULAR CITY COMMISSION MEETING
TUESDAY, OCTOBER 10, 2023**

A Regular Meeting of the Fort Meade City Commission was held on Tuesday, October 10, 2023, at 6:00 P.M. at Commission Chambers, 8 W. Broadway Street, Fort Meade, Florida, and via Zoom Virtual Meeting.

1. CALL TO ORDER:

The Meeting was called to order at 6:00 PM by Mayor Watts

2. ROLL CALL:

Mayor	James Watts	Present
Vice Mayor	Robert Elliott	Present
Commissioner	Petrina McCutchen	Present
Commissioner	James Possum Schail	Present

Staff Present

Asst. City Manager	Maria Sutherland	Present
City Attorney	Chris Berg	Present
Deputy City Clerk	Melissa Cannon	Present
Human Resources Director	Cherie Kercher	Present
Fire Chief	Matt Zahara	Present

Also present was PCSO Deputy Bradley Welden

3. INVOCATION AND PLEDGE TO THE FLAG

Mayor Watts led the invocation. Mayor Watts led the pledge to the flag.

4. ADDITIONS AND/OR DELETIONS

A. Remove Items 9-B Ordinance 2023-19 and 9-C Ordinance 2023-20

Motion Vice Mayor Elliott, second Commissioner Schail to remove items 9-B and 9-C from the agenda

Motion to remove items 9-B and 9-C from the agenda passed by a unanimous vote of 4-0.

5. PRESENTATIONS/AWARDS/REPORTS

A. Employee of the third quarter – Jose Vargus – *Cherie Kercher*

Ms. Kercher presented the employee of the third quarter award to Mr. Jose Vargus and thanked him for his service.

6. PUBLIC FORUM:

Citizen comments for items not on the agenda (3-minute maximum length).

Dustin Burke, 203 6th St. NE, Fort Meade, stated he has some concerns regarding the sale of the cmhp as well as other issues with how the State Appropriations for the Fire Department have been handled and asked who should be held accountable.

Nataly Fenney, 300 S. Washington Ave., Fort Meade, stated there has been discussion of extending the radius for the city manager to live outside the city limits, stating to keep it fair the residents sharing the same zip code should have a right to be heard as well.

7. **PUBLIC HEARINGS:**

Open Public Hearings on the following items:

8. **CONSENT AGENDA:**

- A. Minutes of September 7, 2023, Special Commission Meeting, Minutes of September 12, 2023, Regular City Commission Meeting, and Minutes of September 26, 2023, Special Commission Meeting – *Melissa Cannon*
- B. New job description – Stormwater Inspector – *Cherie Kercher*
- C. Florida Firefighter Assistance Grant Award – *Matthew Zahara*
- D. Florida Firefighter Cancer Decontamination Equipment Grant Program – *Matthew Zahara*
- E. DEO Capital Projects Fund (CPF) Grant – *Maria Sutherland*
- F. Resolution R23-25 Temporary Road Closure – Toy & Game Festival Fort Meade Chamber/Main Street Fort Meade – *Melissa Cannon*

Motion Vice Mayor Elliott, second commissioner Schail to approve items A-E and discuss F.

Motion to approve items A-E and discuss F passed by a unanimous vote of 4-0.

Vice Mayor Elliott asked where the reimbursed money would go. It was explained that it would go back into the respective funds.

Motion Vice Mayor Elliott, second Commissioner Schail to approve item F.

Motion to approve item F passed by a unanimous vote of 4-0.

9. **NEW BUSINESS:**

- A. City Manager Executive Search – *Cherie Kercher*

Ms. Kercher gave a detailed overview of the city manager's search process thus far. Mr. Kercher named each candidate that has applied for the position, each candidate that received a pre-interview questionnaire, each candidate that returned the questionnaire, and each candidate that received a thank you rejection letter, at the direction of the city commission. Ms. Kercher asked the commission if they would like to reconsider any of the candidates that received the thank you rejection letters.

Discussion ensued.

Vice Mayor Elliott asked City Attorney Berg to clarify the residency requirements for the city manager in the city charter.

Attorney Berg stated in his legal opinion that the city charter requires the city manager to live within the city limits.

After discussion, the consensus of the commission was to schedule interviews with the top five candidates who returned the questionnaires with 2 candidates on October 26, 2023, and 3 candidates on October 30, 2023.

B. Removed

C. Removed

D. First Reading Ordinance 2023-21 Implementing the State's Statutory Mandate to Prepare Business Impact Estimates – ***Melissa Cannon***

City Attorney Berg read the title to Ordinance 2023-21.

Mayor Watts opened the public hearing. With no one wishing to speak, Mayor Watts closed the public hearing.

Motion Commissioner Schail, second Vice Mayor Elliott to approve Ordinance 2023-21 on 1st reading and set 2nd reading for November 14, 2023.

Motion to approve Ordinance 2023-21 on 1st reading and set 2nd reading for November 14, 2023, passed by a unanimous vote of 4-0.

E. First Reading Ordinance 2023-22 Correcting Ordinance 2023-17 Scrivener's error – ***Melissa Cannon***

City Attorney Berg read the title to Ordinance 2023-22.

Mayor Watts opened the public hearing. With no one wishing to speak, Mayor Watts closed the public hearing.

Motion Vice Mayor Elliott, second Commissioner Schail to approve Ordinance 2023-22 on 1st reading and set 2nd reading for October 26, 2023.

Motion to approve Ordinance 2023-22 on 1st reading and set 2nd reading for October 26, 2023, passed by a unanimous vote of 4-0.

- F. Resolution R23-24 Amending the Non-Ad Valorem Assessment Roll for Demolition and Lot Clean-up for Fiscal Year 2023-2024 – *Melissa Cannon*

Motion Commissioner Schaille, second Vice Mayor Elliott to adopt Resolution R23-24.

Motion to adopt Resolution R23-24 passed by a unanimous vote of 4-0.

- G. Purchase of AMI (Automated Meter Infrastructure) Meters – *Danelle Holder*

Motion Commissioner McCutchen, second Vice Mayor Elliott to approve the purchase of the AMI meters not to exceed \$318,276.12 through an inter-agency loan from the general fund to the electric fund.

Motion to approve the purchase of the AMI meters not to exceed \$318,276.12 through an inter-agency loan from the general fund to the electric fund passed by a unanimous vote of 4-0.

- H. Fire Station Asbestos Abatement and updating of Fire House for Staff - *Matt Zahara*

Motion Vice Mayor Elliott, second Commissioner Schaille to approve the originally budgeted \$25,000 of ARPA funds along with an additional \$17,974.07 not to exceed \$20,000 for the fire station asbestos abatement and overall project.

Motion to approve the originally budgeted \$25,000 of ARPA funds along with an additional \$17,974.07 not to exceed \$20,000 for the fire station asbestos abatement and overall project passed by a unanimous vote of 4-0.

10. CITY ATTORNEY COMMENTS:

None

11. CITY MANAGER COMMENTS:

Ms. Sutherland stated she is working on the legislative requests from the state for appropriations and will focus first on the unfunded or partially funded appropriated requests from 2022/2023 to finish up those projects as well as new requests for water/wastewater, fire, streets and asked if the commission had any additional requests they would like to add.

Commissioner McCutchen stated she would like to see if there is any funding for stormwater drainage.

Ms. Holder gave an update on city hall hours stating customer service will close for one hour from 1:00 pm to 2:00 pm each day.

Ms. Sutherland stated she is working on a grant for a storm shelter/facility and needs support letters from the public and businesses.

Ms. Holder stated the city is participating in Toys 4 Tots this year and there is a drop off box in city hall for new, unwrapped toys.

12. CITY COMMISSION COMMENTS:

A. Commissioner Schail – Stated he met with Maria regarding the state appropriations.

B. Commissioner McCutchen – None

C. Vice Mayor Elliott – None

D. Mayor Watts – Thanked staff for their efforts.

Mayor Watts requested Maria to get with the city attorney and review the comments from Mr. Burke.

Mayor Watts recognized the 80th Anniversary of the Fort Meade Missionary Group.

13. STAFF REPORTS:

Mayor Watts received the monthly staff reports.

14. UPCOMING MEETINGS:

Mayor Watts announced the upcoming meetings.

A. **October 26, 2023, Special City Commission Meeting at 5:30 PM and CM Candidate Interviews October 26, 2023, at 6:15 PM.**

B. **November 14, 2023, Regular City Commission Meeting at 6:00 PM**

15. ADJOURNMENT

There being no further business to conduct, Motion Vice Mayor Elliott, second Commissioner Schail to adjourn the Regular Commission meeting of October 10, 2023, at 7:50 PM.

Motion to adjourn passed by unanimous vote of 4-0.

ATTEST:

James Watts, Mayor

Melissa Cannon, Deputy City Clerk



**MINUTES
CITY OF FORT MEADE
SPECIAL CITY COMMISSION MEETING TRIM FINAL HEARING
THURSDAY, OCTOBER 26, 2023**

A Special Meeting of the Fort Meade City Commission was held on Thursday, October 26, 2023, at 5:30 P.M. at Commission Chambers, 8 W. Broadway Street, Fort Meade, Florida, and via Zoom Virtual Meeting.

1. CALL TO ORDER:

The Meeting was called to order at 5:30 PM by Mayor Watts

2. ROLL CALL:

Mayor	James Watts	Present
Vice Mayor	Robert Elliott	Present
Commissioner	Petrina McCutchen	Present
Commissioner	James Possum Schaille	Present

Staff Present

Asst. City Manager	Maria Sutherland	Present
City Attorney	Chris Berg	Present
Deputy City Clerk	Melissa Cannon	Present
Human Resources Director	Cherie Kercher	Present
Comptroller	Mary Dimitroff	Present

Also present was PCSO Sgt. Fulcher

3. INVOCATION AND PLEDGE TO THE FLAG

Mayor Watts led the invocation. Mayor Watts led the pledge to the flag.

4. ADDITIONS AND/OR DELETIONS

5. PRESENTATIONS/AWARDS/REPORTS

6. PUBLIC FORUM:

Citizen comments for items not on the agenda (3-minute maximum length).

Dustin Burke, 203 NE 6th St., Fort Meade, stated that residents are interested in city business but don't know how to get it, so he evolved a group called Illuminate Fort Meade. Mr. Burke requested a list of each commissioner's city manager's choses.

7. PUBLIC HEARINGS:

Open Public Hearings on the following items:

A. SECOND PUBLIC HEARING and Final Reading on Ordinance 2023-22 Correcting Ordinance 2023-17 Scrivener’s Error – *Melissa Cannon*

City Attorney Berg read the title of ordinance 2023-22. Mayor Watts opened the public hearing. With no one wishing to speak, Mayor Watts closed the public hearing.

Motion Commissioner McCutchen, second Commissioner Schail to adopt Ordinance 2023-20 Correcting Ordinance 2023-17 Scrivener’s Error on 2nd and final reading.

Motion to adopt Ordinance 2023-20 Correcting Ordinance 2023-17 Scrivener’s Error on 2nd and final reading passed by a unanimous vote of 4-0.

8. CONSENT AGENDA:

9. NEW BUSINESS:

A. First Reading Ordinance 2023-23 Amending the Budget Allocations for Fiscal Year 2022-2023 – *Mary Dimitroff*

Motion Vice Mayor Elliott, second Commissioner Schail to approve Ordinance 2023-23 Amending the Budget Allocations for Fiscal Year 2022-2023 on 1st reading and set 2nd reading for November 14, 2023.

Motion to approve Ordinance 2023-23 Amending the Budget Allocations for Fiscal Year 2022-2023 on 1st reading and set 2nd reading for November 14, 2023, passed by a unanimous vote of 4-0.

B City Manager Executive Search Discussion – *Cherie Kercher*

Ms. Kercher gave an overview of the progress of the city manager’s search and provided details of each step. The list of each commissioner’s chose for the city manager interviews are as follows:

Mayor Watts – Scott Randall, Patrick Marsh, Pat Oman, Vince Akhimie, Daniel Finz, Carlo Pilgrim and Dr. Cheryl La Shann Brown.

Vice Mayor Elliott – None

Commissioner McCutchen – Patrick Marsh, Dr. Cheryl La Shann Brown, Vince Akhimie, Pat Oman, and Daniel Finz.

Commissioner Schail – Angie Whisnant, Patrick Marsh, Pat Oman, and Carlo Pilgrim

Ms. Kercher provided the list of the questions each commissioner chose to be asked during the interviews.

10. CITY ATTORNEY COMMENTS:

None

11. CITY MANAGER COMMENTS:

Interim City Manager, Ms. Sutherland gave an update on the current awarded grants and state appropriation requests.

12. CITY COMMISSION COMMENTS:

A. Mayor Watts asked how the sewer project was going. Mayor Watts stated there was a large pothole on N. Orange at Broadway that was down to the base that needed to be repaired and requested staff ride all the streets and make necessary repairs.

B. Vice Mayor Elliott – None

C. Commissioner McCutchen stated that there are potholes on the south side that need to be repaired as well.

Ms. Sutherland stated the list for streets to be repaved has not been finalized yet and if the commissioners would like to review it or add additional streets to please do so as soon as possible.

D. Commissioner Schaille asked how many sidewalks would be repaired.

13. STAFF REPORTS:

14. UPCOMING MEETINGS:

Mayor Watts announced the upcoming meetings.

A. October 10, 2023, Regular City Commission Meeting at 6:00 PM

B. October 26, 2023, Special City Commission Meeting at 5:30 PM

15. ADJOURNMENT

There being no further business to conduct, Motion Vice Mayor Elliott, second Commissioner McCutchen to adjourn the Special Commission meeting of October 26, 2023, at 6:03 PM.

Motion to adjourn passed by unanimous vote of 4-0.

ATTEST:

James Watts, Mayor

Melissa Cannon, Deputy City Clerk



**MINUTES
CITY OF FORT MEADE
CITY COMMISSION SPECIAL MEETING
THURSDAY, OCTOBER 26, 2023**

A Special Meeting of the Fort Meade City Commission was held on Thursday, October 26, 2023, at 5:30 P.M. in Commission Chambers, 8 W. Broadway, Fort Meade, Florida and via Zoom.

1. CALL TO ORDER:

The Meeting was called to order at 6:15 PM by Mayor Watts.

2. ROLL CALL:

Mayor	James Watts	Present
Vice Mayor	Robert Elliott	Present
Commissioner	Petrina McCutchen	Present
Commissioner	James Possum Schail	Present

Staff Present

Interim City Manager	Maria Sutherland	Present
City Attorney	Chris Berg	Present
Deputy City Clerk	Melissa Cannon	Present
HR Director	Cherie Kercher	Present
Customer Service Supervisor	Danelle Holder	Present

3. CITY MANAGER VIRTUAL INTERVIEWS

Ms. Kercher provided binders of each candidate's information as well as a scoring sheet for the commissioners to conduct the virtual interviews.

A. Patrick Oman 6:15 p.m. – 6:41 p.m.

B. Dr. Cheryl La Shann Brown 7:00 p.m. – 7:32 pm

Mayor Watts asked the questions for the interviews. Ms. Kercher retrieved the binders from the commission.

4. COMMENTS

5. ADJOURNMENT

There being no further business to conduct, Motion Commissioner Schail, second Vice Mayor Elliott to adjourn the Special Meeting for City Manager Candidate Interviews of October 26, 2023, at 7:34 PM.

Motion carried with all yeas.

James Watts, Mayor

ATTEST:

Melissa Cannon, Deputy City Clerk

**MINUTES
CITY OF FORT MEADE
CITY COMMISSION SPECIAL MEETING
MONDAY, OCTOBER 30, 2023**

A Special Meeting of the Fort Meade City Commission was held on Monday, October 30, 2023, at 3:00 P.M. in Commission Chambers, 8 W. Broadway, Fort Meade, Florida and via Zoom.

1. CALL TO ORDER:

The Meeting was called to order at 3:00 PM by Mayor Watts.

2. ROLL CALL:

Mayor	James Watts	Present
Vice Mayor	Robert Elliott	Present
Commissioner	Petrina McCutchen	Present
Commissioner	James Possum Schaill	Present

Staff Present

Interim City Manager	Maria Sutherland	Present
City Attorney	Chris Berg	Present
Deputy City Clerk	Melissa Cannon	Present
HR Director	Cherie Kercher	Present

3. CITY MANAGER VIRTUAL INTERVIEWS

Ms. Kercher provided binders of each candidate's information as well as a scoring sheet for the commissioners to conduct the virtual interviews.

A. Vince Akhimie 3:00 p.m. – 3:31 p.m.

B. Patrick Marsh 3:45 p.m. – 4:08 p.m.

Mayor Watts asked the questions for the interviews.

Ms. Kercher retrieved the binders from the commission and tallied the score of each candidate. Mr. Kercher read the scores of each candidate as follows:

Vince Akhimie – 26

Dr. Cheryl La Shonn – 27.8

Pat Oman – 38.2

Patrick Marsh – 39.6

Motion Vice Mayor Elliott, second Commissioner Schail to move forward with the executive background screening on the top two candidates, Mr. Pat Oman and Mr. Patrick Marsh.

Motion to move forward with the executive background screening on the top two candidates, Mr. Pat Oman and Mr. Patrick Marsh passed by a unanimous vote of 4-0.

4. **COMMENTS**

5. **ADJOURNMENT**

There being no further business to conduct, Motion Commissioner Schail, second Vice Mayor Elliott to adjourn the Special Meeting for City Manager Candidate Interviews of October 30, 2023, at 4:18 PM. Motion carried with all ayes.

James Watts, Mayor

ATTEST:

Melissa Cannon, Deputy City Clerk



**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 8-B**

SUBJECT:

Agreement for HELP of Fort Meade

BACKGROUND:

The HELP of Fort Meade agreement has been budgeted \$15,000 for FY-23-24

FISCAL IMPACT/FUNDING SOURCE:

\$15,000 General Fund

RECOMMENDATION:

Approve ongoing agreement.

MOTION: Approve the funding agreement between the City of Fort Meade and HELP of Fort Meade in the amount of \$15,000 for Fiscal Year 2023-2024

Created/Initiated By: Melissa Cannon 11/6/2023

Final Approval By: Maria Sutherland, Interim City Manager _____



**NON-PROFIT GRANT ASSISTANCE AGREEMENT
(Help of Fort Meade)**

THIS AGREEMENT is made and entered into this 10th day of October, 2023, by and between the **CITY OF FORT MEADE, FLORIDA**, a municipal corporation created under the laws of the State of Florida (hereafter "CITY"), **Help of Fort Meade, Inc.**, a Florida Not For Profit Corporation ("Applicant").

RECITALS.

1. Applicant has made application for a grant from CITY to pay for utilities and other operating expenses incurred in the delivery of its services at the building located at 27 Broadway West Broadway Street, City of Fort Meade, Polk County, Florida.
2. Applicant is a non-profit organization that provides rent/mortgage and utilities assistance to Fort Meade residents in an emergency financial situation, and it operates a large food pantry and a thrift store for those in need of food, clothing, or household goods, collectively referred to hereafter as the "operating purposes."
3. By virtue of conducting its operating purposes, Applicant contributes to the public health, safety, and welfare of the citizens of Fort Meade, Florida.
4. Based upon the request submitted by Applicant, and other representations of the Applicant, the CITY has approved said request and authorized the execution of this Agreement.

ACCORDINGLY, in consideration of the above state Recitals, and other good and valuable consideration of the receipt and sufficiency of which is acknowledged by the parties to this Agreement, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. PERIOD OF AGREEMENT. This Agreement shall begin on _____, 2023 (hereinafter the "COMMENCEMENT DATE") and extend for a period of one (1) year from the COMMENCEMENT DATE unless terminated in accordance with the provisions contained herein (hereinafter the "TERM"). This Agreement is not extendable or renewable.

SECTION 3. AWARD & TERMS OF GRANT. In consideration of and contingent upon compliance with all conditions herein contained, the CITY agrees to consider awarding a grant to Applicant to provide assistance for the cost of utilities and other operating expenses for the benefit of the Property subject to the following terms and conditions:

- 1) The Applicant agrees to use the funds contributed by the City solely for its operating purposes.
- 2) The Applicant has been awarded \$15,000.00 for the fiscal year 2023/2024. The award amount shall be dispersed in equal quarterly sums of \$3,750.00 due on October 1, January 1, April 1, and July 1.
- 3) Applicant shall provide to CITY an invoice with correlated expense reports on a quarterly basis as referenced in Section 3, Part 2 of this agreement for the four (4) monthly sums of \$3,750.00
- 4) Applicant shall use the proceeds of this annual grant solely for the operating purposes. Should Applicant misuse the grant by using the funds for a purpose other than the operating purpose, Applicant shall be obligated to reimburse CITY the full amount of the grant awarded by CITY under paragraph 2 of this Agreement.

SECTION 4. COMPLIANCE WITH APPLICABLE LAWS. Applicant shall comply with any and all applicable codes and standards in performing its operating purposes.

SECTION 5. RECORDS MANAGEMENT All original records pertinent to this Agreement shall be retained by Applicant for three (3) years following the date of termination of this Agreement or of submission of the final close-out report by the CITY, whichever is later.

- 1) Notwithstanding the foregoing sentence, if any litigation, claim or audit is started before the expiration of the three (3) year period and extends beyond the three (3) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
- 2) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the budget and scope of work and all other applicable laws and regulations.
- 3) Applicant, its agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the CITY and/or their employees and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the CITY.

SECTION 6. LEGAL AUTHORIZATION. Applicant certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement. Applicant also certifies that the undersigned possesses the authority to legally execute and bind Applicant to the terms of this Agreement.

SECTION 7. DEFAULT; REMEDIES; TERMINATION.

- 1) Upon the occurrence of any of the Events of Default, all obligations on the part of the CITY to make any payment of funds hereunder shall terminate, if the CITY so elects, and the CITY may at its option exercise any of its remedies set forth herein. Notwithstanding the foregoing sentence, the CITY may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The aforesaid Events of Default include, without limitation, the following events.
- 2) If any warranty or representation made by Applicant in this Agreement or any previous Agreement with the CITY shall at any time be false or misleading in any respect, or if Applicant shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the CITY and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder; or,
- 3) If Applicant has failed to perform and complete in timely fashion any of the Project work required under the scope of work included in the submittal and attached hereto as Attachment A.
- 4) Upon the happening of an Event of Default, then the CITY may, at its option, upon written notice to Applicant and upon Applicant's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the CITY from pursuing any other remedies contained herein or otherwise provided at law or in equity:
 - (i) Terminate this Agreement, provided that the Applicant is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (26) herein; (ii) Request repayment of funds on a pro-rated basis;
 - (iii) Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 - (iv) Withhold or suspend payment of all or any part of a request for payment;

- (v) Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from Applicant to determine the reasons for or the extent of noncompliance or tack of performance; or
 - (vi) Exercise any other rights or remedies which may be otherwise available under law.
- 5) The CITY may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misrepresentation in the grant application; misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by Applicant to permit public access to any document, paper, letter, or other material forming part of the Project documents.
- 6) This Agreement may be terminated by the written mutual consent of the parties.

SECTION 8. VALIDITY / ACCURACY. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Applicant, in the Application, in any subsequent submission or response to CITY request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference.

SECTION 9. LIMITATION OF LIABILITY. None of the provisions of this Agreement shall cause CITY to be liable to Applicant, or anyone claiming by, through or on behalf of Applicant, for any special, indirect or consequential damages, including, without limitation, lost profits or revenues. In no event shall any individual, employee, commission member, or agent of the CITY, or any other similar party, be held liable to Applicant, or anyone claiming by, through or under Applicant, for the performance of or by CITY or Applicant under this Agreement, or any amendment or modification hereto.

SECTION 10. INDEPENDENT CONTRACTOR / EMPLOYEE. At no time shall Applicant be, or be deemed to be, an employee or agent of the CITY. All persons hired or employed by or under contract for services with Applicant who are subject to the supervision of a general contractor or other similar person, including but not limited to, all employees, agents, contractors, sub-contractors, independent contractors, helpers, volunteers, members, successors and assigns of Applicant or Applicant's general contractor, shall not be considered or construed to be employees of CITY either.

SECTION 11. INDEMNIFICATION. Applicant agrees to indemnify and hold the CITY and its employees harmless from and against any and all claims, demands, causes of action or lawsuits of any kind or character arising directly or indirectly from the operation or performance of this Agreement. Said indemnification includes, but is not limited to, claims, demands, causes of actions, lawsuits for damages or injuries to goods, wares, merchandise and property, and/or for any bodily or personal injury or

loss of life in, upon or about Applicant's premises at ²⁷~~202~~ West Broadway Street, Fort Meade, Florida, and the area immediately surrounding said premises that Applicant uses in connection with the performance of this Agreement. Applicant agrees to investigate, handle, provide defense for, and pay for and defend against any such claims, demands, causes of action or lawsuits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand, cause of action or lawsuit is groundless, baseless, false or fraudulent.

SECTION 12. NOTICES. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (a) actually received or (b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, courier service, overnight courier, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

CITY: City of Fort Meade
8 West Broadway, P.O. Box 856
Fort Meade, FL 33841-0856
Attention: City Manager

Applicant: Help of Fort Meade, Inc.
27 West Broadway Street
Fort Meade, Florida 33841

SECTION 13. GOVERNING LAW AND VENUE. This Agreement be construed according to the laws of the State of Florida. The designated venue for any action or lawsuit pertaining to this Agreement shall be in Polk County, Florida.

SECTION 14. SEVERABILITY. If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the effectiveness of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 15. EFFECTIVE DATE. This Agreement shall become binding upon the parties only after having been signed by the appropriate officer for all the parties.

SECTION 16. MODIFICATIONS. This Agreement may not be amended, modified or revised unless in a written addendum signed by the authorized representatives of the parties. Any other attempt at amending, modifying or revising this Agreement shall be null and void and of no effect.

SECTION 17. ENTIRE AGREEMENT. This Agreement, together with the Attachments attached hereto, constitutes the sole and entire understanding between

the parties hereto and supersedes all prior representations, agreements and understandings between the parties related to the subject matter hereof.

SECTION 18. ASSIGNMENT. The parties hereto expressly agree that neither Applicant nor Co-Obligor is not permitted to assign or transfer this Agreement, in whole or in part, to any other party or entity. The parties hereto expressly agree, however, that the CITY may assign or transfer this Agreement at any time without the need for any consent or approval, written or otherwise, by any other party prior to the assignment or transfer by the CITY. In fact, this very paragraph shall serve as written approval to any future assignment or transfer of this Agreement by the CITY.

SECTION 19. SURVIVABILITY. Notwithstanding any other provision in this Agreement, if this Agreement is breached by either party or is terminated by the CITY, with or without cause, the terms, conditions and covenants contained in the Agreement shall survive the afore-referenced breach or termination and shall remain viable and effective against the parties hereto.

SECTION 20. NO PLEDGE OF TAXING AUTHORITY. The Parties hereto agree that nothing contained in this Agreement shall constitute a pledge of any CITY taxing or funding power or authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

ATTEST:

CITY OF FORT MEADE, FLORIDA

Melissa Cannon, Deputy City Clerk

Jim Watts, Mayor

APPROVED AS TO FORM:

Chris Berg, City Attorney
City of Fort Meade, Florida

Signed, sealed and delivered
before these witnesses:

**Help of Fort Meade, Inc., a Florida
Not For Profit Corporation**

By: _____

By: *Aisha Wright*

Print Name: _____

Print Name: Aisha Wright

By: _____

Title: Director

Print Name: _____

Date: 10/12/2023

CORPORATE SEAL





**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 8-C**

SUBJECT:

Agreement for Fort Meade Chamber of Commerce

BACKGROUND:

The Fort Meade Chamber of Commerce agreement has been budgeted \$12,500.00 for FY-23-24

FISCAL IMPACT/FUNDING SOURCE:

\$12,500.00 in the General Fund

RECOMMENDATION:

Approve ongoing agreement.

MOTION: Approve the funding agreement between the City of Fort Meade and Fort Meade Chamber of Commerce in the amount of \$12,500 for Fiscal Year 2023-2024

Created/Initiated By: Melissa Cannon 11/6/2023

Final Approval By: Maria Sutherland, Interim City Manager _____



CHAMBER OF COMMERCE GRANT AGREEMENT

THIS AGREEMENT made November 14, 2023, by and between the **CITY OF FORT MEADE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "City," and the **FORT MEADE CHAMBER OF COMMERCE, INC.**, a Florida Non Profit Corporation, hereinafter referred to as "Recipient."

RECITALS

1. The City acknowledges that the procedures for the donation of municipal funds to a community organization requires the City's finding that such funds will be expended to fulfill a public purpose and requires periodic auditing to ensure that such funds will be used only for a municipal purpose.

2. The City has determined that the following constitute municipal purposes:

- a) To advance the general welfare and prosperity of the City of Fort Meade.
- b) To enhance the economic base of the City of Fort Meade city limits through proactive service, promotion and cooperation.
- c) To attract, coordinate, promote and support events which will benefit the City of Fort Meade city limits culturally, artistically and economically.
- d) To promote tourism in the City of Fort Meade city limits.
- e) To improve the image and quality of life of the City of Fort Meade city limits.

3. The City and Recipient acknowledge that federal, state and local laws and regulations may apply to Recipient in regards to its performance of this Agreement, non profit status under the Internal Revenue Code, corporate requirements, lobbying efforts, occupational licenses and business operations.

4. Recipient desires to perform the following activities to encourage, support and promote the City of Fort Meade, Florida:

- a) To advance the general welfare and prosperity of the City of Fort Meade city limits.
- b) To enhance the economic base of the City of Fort Meade city limits through proactive service, promotion and cooperation.
- c) To attract, coordinate, promote and support events which will benefit the City of Fort Meade city limits culturally, artistically and economically.
- d) To promote tourism in the City of Fort Meade city limits.
- e) To improve the image and quality of life of the City of Fort Meade city limits.

5. Recipient agrees to perform these activities under the terms and conditions set forth in this Agreement.

In consideration of the mutual provisions set forth herein, it is agreed by and between the parties as follows:

**ARTICLE ONE
NATURE OF WORK**

Recipient will attempt to perform the following activities to encourage, support and promote the City of Fort Meade, Florida:

- a) Advance the general welfare and prosperity of the City of Fort Meade city limits.
- b) Enhance the economic base of the City of Fort Meade city limits through proactive service, promotion and cooperation.
- c) Attract, coordinate, promote and support events which will benefit the City of Fort Meade city limits culturally, artistically, and economically.
- d) Promote tourism in the City of Fort Meade city limits.

- e) Improve the image and quality of life of the City of Fort Meade city limits.

**ARTICLE TWO
PLACE OF WORK**

It is understood that Recipient's services will be rendered largely at the Fort Meade Chamber of Commerce Building located at 214 West Broadway, Fort Meade, Florida, but that Recipient will, on request, come to City Hall or such place as reasonably designated by the City to meet with the City's representative.

**ARTICLE THREE
TIME DEVOTED TO WORK**

In performance of the services and the hours Recipient is to work on any given day will be entirely within Recipient's control and the City will rely upon Recipient to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

**ARTICLE FOUR
PAYMENT**

The City will pay Recipient the total sum of Twelve thousand Five Hundred Dollars (\$12,500.00) payable in equal monthly amounts of One Thousand Forty One Dollars and Sixty Six cents (\$1,041.66) subsequent to execution of this Agreement; provided, however, that upon submittal of invoices for eligible costs incurred between October 1, 2023 and September 30, 2024, the City shall make all monthly payments to the Recipient. Prior to any monthly payment to be made hereunder, Recipient shall

submit invoices so that the City may determine whether or not costs are eligible for reimbursement under this Agreement.

**ARTICLE FIVE
DURATION**

The parties herein contemplate that this contract will run from the effective day of this Agreement to September 30, 2024. Either party may terminate this Agreement by providing the other with ninety (90) days written notice of termination. The funds provided to Recipient under this Agreement are not refundable to City except as to any portion of said funding that was not expended by Recipient in compliance with Paragraph 1 of this Agreement, said Paragraph 1 having required that the funds be expended to fulfill a municipal purpose. Any request by City for a return of any such funding must be made by City within ninety days after the first annual anniversary of that funding.

**ARTICLE SIX
STATUS OF COUNCIL**

This contract calls for the performance of the activities of the Recipient as an independent contractor, and Recipient will not be considered an employee of the City for any purpose.

**ARTICLE SEVEN
NON-DISCRIMINATION**

Recipient will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex.

**ARTICLE EIGHT
AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this Agreement are contingent upon annual budget allocations.

**ARTICLE NINE
PUBLIC ENTITY CRIME**

Recipient affirms that at no time has Recipient, its Board or, to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to Section 287.133(2)(a), Florida Statutes, and Recipient recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

**ARTICLE TEN
UNAUTHORIZED ALIENS**

The City will consider the employment of unauthorized aliens by Recipient a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of the Agreement.

**ARTICLE ELEVEN
COMPLIANCE WITH APPLICABLE LAW**

Recipient agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws and regulations, if any. Recipient shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations, if any.

The City agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws and regulations, if any. The City shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations, if any.

ARTICLE TWELVE AUDITS

The City shall have the right to conduct quarterly audits of Recipient's records, at such place and time as may be reasonably convenient to Recipient, concerning the application of municipal funds to ensure that such municipal funds are used only for the municipal purpose specified in this Agreement and shall provide a report at the City's request in such detail as required to meet audit needs of the City. The City understands that the funds will be deposited in a general checking and/or savings account of Recipient pending use.

ARTICLE THIRTEEN CONTRACTS, SUBCONTRACTS AND FINANCIAL OBLIGATIONS

Recipient shall be responsible for all work performed and expenses incurred by Recipient. It is understood by Recipient that the City will not be liable to any vendor, subcontractor or third party for any expenses or liabilities incurred under contracts, subcontracts, or financial obligations entered into by Recipient.

ARTICLE FOURTEEN LIABILITY AND INDEMNIFICATION

The City does not assume any liability for the acts, omission to act, or negligence of the Recipient, its Board, agents, servants, or employees; nor will Recipient exclude

liability for its own acts, omissions to act, or negligence to the City. In addition, Recipient agrees to be responsible for any injury or property damage resulting from any activities conducted by the Recipient.

To the extent permitted by law, the Recipient agrees to indemnify and hold the City harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, the City does not waive any defense of sovereign immunity or increase the limits of its liability upon entering into this contractual relationship.

ARTICLE FIFTEEN MISCELLANEOUS

1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Recipient and their respective successors and assigns.

3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties; nor shall any such amendment that affects the rights of an assignee be effective without such assignee's consent.

5. Execution of Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and both of which shall constitute but one and the same instrument.

6. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any legal action to enforce or interpret this Agreement shall be in Polk County, Florida.

7. Captions. The captions or headings of this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8. Entire Agreement. This Agreement constitutes the entire Agreement between City and Recipient. No waiver consent, modification or change in terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, expressed or implied, not specified herein, regarding this Agreement. Any terms and conditions of any purpose order or other document in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on City and will not apply to this Agreement. City and Recipient, by the signatures below of their authorized representatives, acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fort Meade, Florida, this day and year first above written.

Witnesses:

Melissa Cannon
Print Name: Melissa Cannon

Andrea Mabe
Print Name: Andrea Mabe

**FORT MEADE CHAMBER OF COMMERCE,
INC., a Florida Non-Profit Corporation**

By: Russell Hancock

President

**CITY OF FORT MEADE, FLORIDA, a
municipal corporation**

By: _____
Jim Watts
Mayor- Commissioner

ATTEST:

Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Chris Berg, City Attorney





**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 8-D**

SUBJECT:

Agreement for Main Street Fort Meade

BACKGROUND:

The Main Street Fort Meade agreement has been budgeted \$12,500.00 for FY-23-24

FISCAL IMPACT/FUNDING SOURCE:

\$12,500.00 in the General Fund

RECOMMENDATION:

Approve ongoing agreement.

MOTION: Approve the funding agreement between the City of Fort Meade and Main Street Fort Meade in the amount of \$12,500 for Fiscal Year 2023-2024

Created/Initiated By: Melissa Cannon 11/6/2023

Final Approval By: Maria Sutherland, Interim City Manager _____



MAIN STREET FORT MEADE GRANT AGREEMENT

THIS AGREEMENT made November 14, 2023, by and between the **CITY OF FORT MEADE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as “City,” and the **MAIN STREET FORT MEADE**, a Florida Non-Profit Corporation, hereinafter referred to as “Recipient.”

RECITALS

1. The City acknowledges that the procedures for the donation of municipal funds to a community organization requires the City’s finding that such funds will be expended to fulfill a public purpose and requires periodic auditing to ensure that such funds will be used only for a municipal purpose.

2. The City has determined that the following constitute municipal purposes:

- a) To advance the general welfare and prosperity of the City of Fort Meade Main Street.
- b) To enhance the economic base of the City of Fort Meade Main Street through proactive service, promotion, and cooperation.
- c) To attract, coordinate, promote and support events which will benefit the City of Fort Meade Main Street culturally, artistically, and economically.
- d) To promote tourism in the City of Fort Meade Main Street.
- e) To improve the image and quality of life of the City of Fort Meade Main Street.

3. The City and Recipient acknowledge that federal, state and local laws and regulations may apply to Recipient in regard to its performance of this Agreement, nonprofit status under the Internal Revenue Code, corporate requirements, lobbying efforts, occupational licenses and business operations.

4. Recipient desires to perform the following activities to encourage, support and promote the City of Fort Meade Main Street, Florida:

- a) To advance the general welfare and prosperity of the City of Fort Meade Main Street.
- b) To enhance the economic base of the City of Fort Meade Main Street through proactive service, promotion, and cooperation.
- c) To attract, coordinate, promote and support events which will benefit the City of Fort Meade Main Street area culturally, artistically and economically.
- d) To promote tourism in the City of Fort Meade Main Street.
- e) To improve the image and quality of life of the City of Fort Meade Main Street.

5. Recipient agrees to perform these activities under the terms and conditions set forth in this Agreement.

In consideration of the mutual provisions set forth herein, it is agreed by and between the parties as follows:

ARTICLE ONE NATURE OF WORK

Recipient will attempt to perform the following activities to encourage, support and promote the City of Fort Meade Main Street, Florida:

- a) Advance the general welfare and prosperity of the City of Fort Meade Main Street.
- b) Enhance the economic base of the City of Fort Meade Main Street area through proactive service, promotion, and cooperation.
- c) Attract, coordinate, promote and support events which will benefit the City of Fort Meade Main Street culturally, artistically, and economically.
- d) Promote tourism in the City of Fort Meade Main Street area.

- e) Improve the image and quality of life of the City of Fort Meade Main Street

ARTICLE TWO PLACE OF WORK

It is understood that Recipient's services will be rendered largely at the Main Street Fort Meade. Building located at 214 W. Broadway, PO Box is PO Box 91, Fort Meade, Florida, but that Recipient will, on request, come to City Hall or such place as reasonably designated by the City to meet with the City's representative.

ARTICLE THREE TIME DEVOTED TO WORK

In performance of the services and the hours Recipient is to work on any given day will be entirely within Recipient's control and the City will rely upon Recipient to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

ARTICLE FOUR PAYMENT

The City will pay Recipient the total sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) payable in equal monthly amounts of One Thousand Forty-One Dollars and Sixty Six Cents (\$1,041.66) subsequent to execution of this Agreement; provided, however, that upon submittal of invoices for eligible costs incurred between October 1, 2023 and September 30, 2024, the City shall make all monthly payments to the Recipient.

Prior to any monthly payment to be made hereunder, Recipient shall submit invoices so that the City may determine whether or not costs are eligible for reimbursement under this Agreement.

ARTICLE FIVE DURATION

The parties herein contemplate that this contract will run from the effective day of this Agreement to September 30, 2024. Either party may terminate this Agreement by providing the other with ninety (90) days written notice of termination. The funds provided to Recipient under this Agreement are not refundable to City except as to any portion of said funding that was not expended by Recipient in compliance with Paragraph 1 of this Agreement, said Paragraph 1 having required that the funds be expended to fulfill a municipal purpose. Any request by City for a return of any such funding must be made by City within ninety days after the first annual anniversary of that funding.

ARTICLE SIX STATUS OF COUNCIL

This contract calls for the performance of the activities of the Recipient as an independent contractor, and Recipient will not be considered an employee of the City for any purpose.

ARTICLE SEVEN NON-DISCRIMINATION

Recipient will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, race, creed, color, handicap, national origin, or sex.

**ARTICLE EIGHT
AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this Agreement are contingent upon annual budget allocations.

**ARTICLE NINE
PUBLIC ENTITY CRIME**

Recipient affirms that at no time has Recipient, its Board or, to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to Section 287.133(2)(a), Florida Statutes, and Recipient recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

**ARTICLE TEN
UNAUTHORIZED ALIENS**

The City will consider the employment of unauthorized aliens by Recipient a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of the Agreement.

**ARTICLE ELEVEN
COMPLIANCE WITH APPLICABLE LAW**

Recipient agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws and regulations, if any. Recipient shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations, if any.

The City agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws and regulations, if any. The City shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations, if any.

ARTICLE TWELVE AUDITS

The City shall have the right to conduct quarterly audits of Recipient's records, at such place and time as may be reasonably convenient to Recipient, concerning the application of municipal funds to ensure that such municipal funds are used only for the municipal purpose specified in this Agreement and shall provide a report at the City's request in such detail as required to meet audit needs of the City. The City understands that the funds will be deposited in a general checking and/or savings account of Recipient pending use.

ARTICLE THIRTEEN CONTRACTS, SUBCONTRACTS AND FINANCIAL OBLIGATIONS

Recipient shall be responsible for all work performed and expenses incurred by Recipient. It is understood by Recipient that the City will not be liable to any vendor, subcontractor or third party for any expenses or liabilities incurred under contracts, subcontracts, or financial obligations entered by Recipient.

**ARTICLE FOURTEEN
LIABILITY AND INDEMNIFICATION**

The City does not assume any liability for the acts, omission to act, or negligence of the Recipient, its Board, agents, servants, or employees; nor will Recipient exclude liability for its own acts, omissions to act, or negligence to the City. In addition, Recipient agrees to be responsible for any injury or property damage resulting from any activities conducted by the Recipient.

To the extent permitted by law, the Recipient agrees to indemnify and hold the City harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, the City does not waive any defense of sovereign immunity or increase the limits of its liability upon entering into this contractual relationship.

**ARTICLE FIFTEEN
MISCELLANEOUS**

1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Recipient and their respective successors and assigns.

3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties; nor shall any such amendment that affects the rights of an assignee be effective without such assignee's consent.

5. Execution of Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original and both of which shall constitute but one and the same instrument.

6. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any legal action to enforce or interpret this Agreement shall be in Polk County, Florida.

7. Captions. The captions or headings of this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

8. Entire Agreement. This Agreement constitutes the entire Agreement between City and Recipient. No waiver consent, modification or change in terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, expressed or implied, not specified herein, regarding this Agreement. Any terms and conditions of any purpose order or other document in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on City and will not apply to this Agreement. City and Recipient, by the signatures below of their authorized

representatives, acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fort Meade, Florida, this day and year first above written.

Witnesses:

Main Street Fort Meade, a Florida Non-Profit Corporation

Print Name: _____

Print Name: _____

By: _____

Chairperson

CITY OF FORT MEADE, FLORIDA, a Municipal Corporation

By: _____

Jim Watts
Mayor-Commissioner

ATTEST:

Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Chris Berg, City Attorney





**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 8-E**

SUBJECT:

Polk County Sheriff's Office Interagency Agreement

BACKGROUND:

The PCSO provides fire/rescue emergency 9-1-1 dispatch call telecommunication services to the Fort Meade Fire Department and allows access to FCIC via network connectivity to the Florida Department of Law Enforcement.

The effective date is October 1, 2023, and this agreement will remain in force until FDLE has determined that a new agreement is required with PCSO.

FISCAL IMPACT:

No fiscal impact

RECOMMENDATION:

Approve the Interagency Agreement with the Polk County Sheriff's Office

MOTION: Move to Approve the Interagency Agreement with the Polk County Sheriff's Office

Created/Initiated by: Melissa Cannon 11/6/2023

Final Approval by: Maria Sutherland _____



FSD _____
CSB ks
GCS ws

INTERAGENCY AGREEMENT

This Interagency Agreement ("Agreement") effective on October 1, 2023 is between Grady Judd, as Sheriff of Polk County, a Constitutional Officer of the State of Florida (hereinafter the "PCSO") and the City of Ft. Meade, a municipality of the State of Florida whose municipality is wholly located within the boundaries of Polk County, Florida (hereinafter referred to as "CITY"), for and on behalf of the Ft. Meade Fire Department ("FMFD").

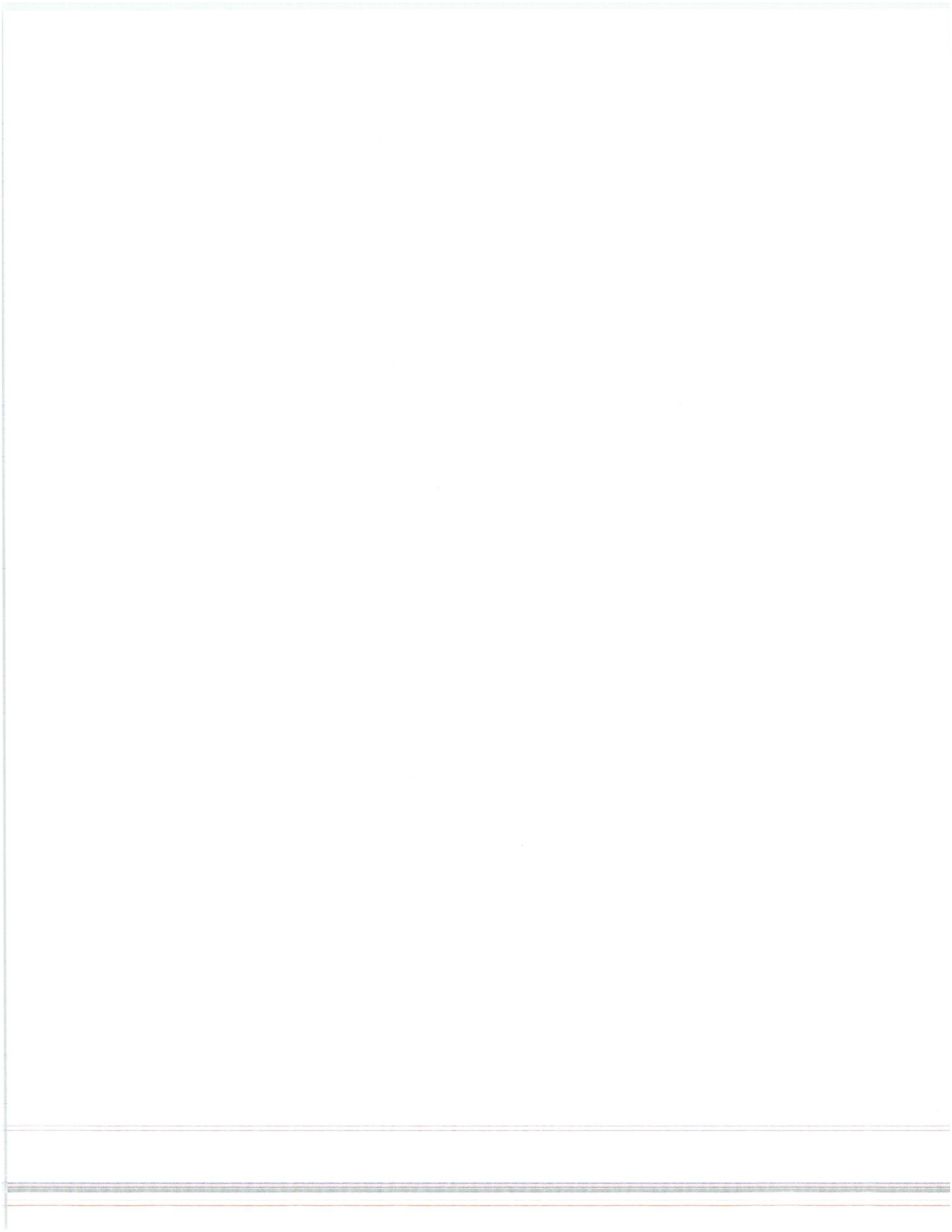
WITNESSETH:

WHEREAS, PCSO provides fire/rescue emergency 9-1-1 dispatch call telecommunication services to FMFD; and

WHEREAS, PCSO has access to the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III), all hereafter collectively referred to as FCIC, via network connectivity to Florida Department of Law Enforcement; and

WHEREAS, FMFD has access to the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III), all hereafter collectively referred to as FCIC, via network connectivity to PCSO; and

WHEREAS, FMFD desires to maintain its network connectivity with PCSO and comply with FBI CJIS Security Policy, rules and regulations for FCIC.



FSD	
CSB	ND
GCS	W

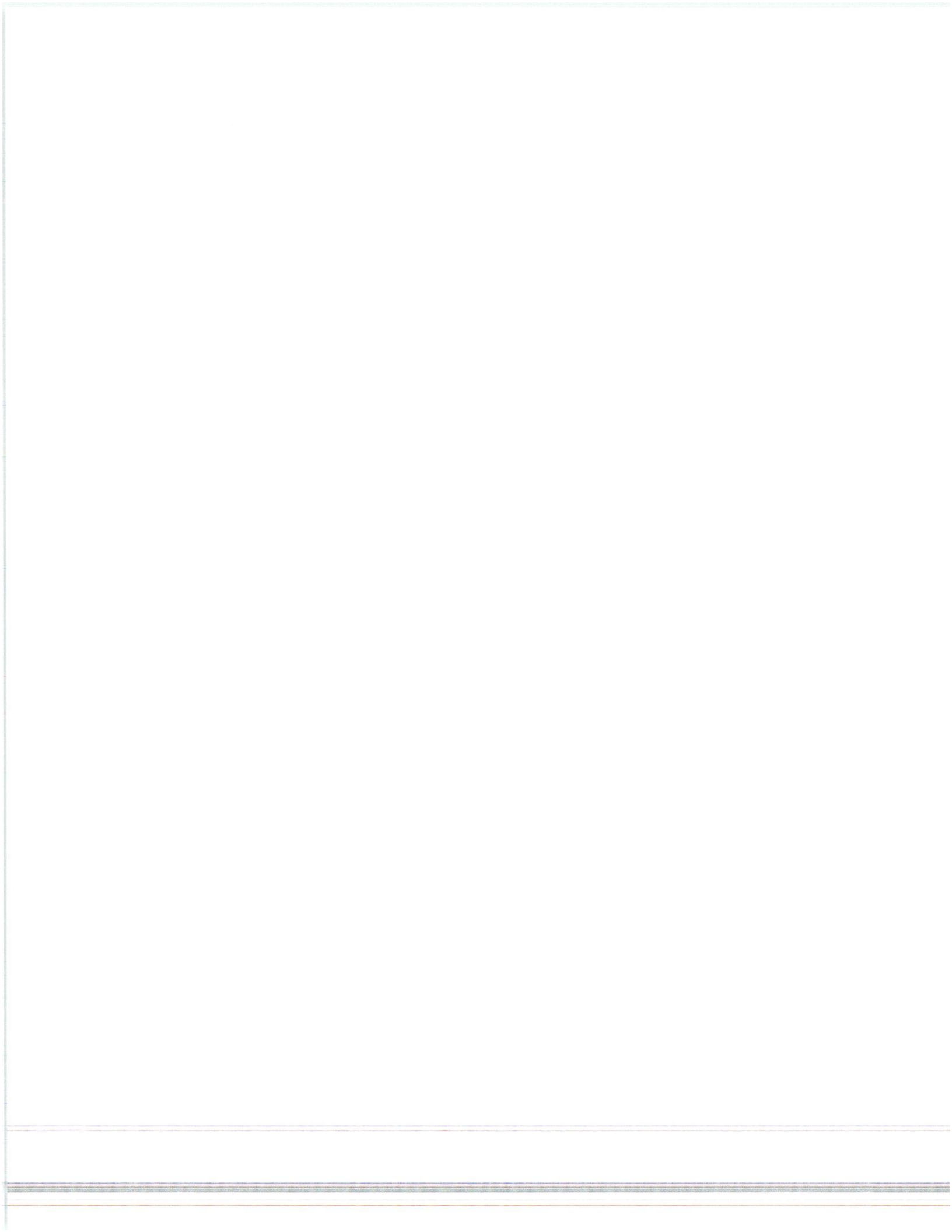
NOW THEREFORE, in consideration of the mutual covenants contained

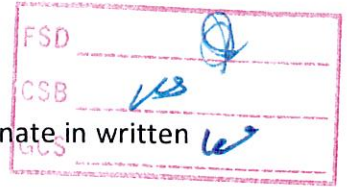
herein, and for good and valuable consideration, the parties agree to the following:

1. The Recitals to this Agreement are incorporated herein by this reference with the same force and effect as if set forth in full.
2. PCSO agrees to provide FMFD with use and access to the FCIC Information Systems via a network connection through E-Agent.
3. FMFD agrees to comply with all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said network connection.
4. FMFD agrees to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and PCSO, a copy of which is attached hereto as Exhibit A.
5. FMFD agrees that only authorized OIG personnel shall access FCIC information and the network connection for the review of criminal justice information.
6. This Agreement will remain in force until FDLE has determined that a new agreement is required with PCSO. At such event, PCSO will submit a new agreement for execution.
7. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth

Initial: _____

Initial: am





hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of FMFD:

City of Ft. Meade
Att: City Manager
8 West Broadway
Ft. Meade, Florida 33841

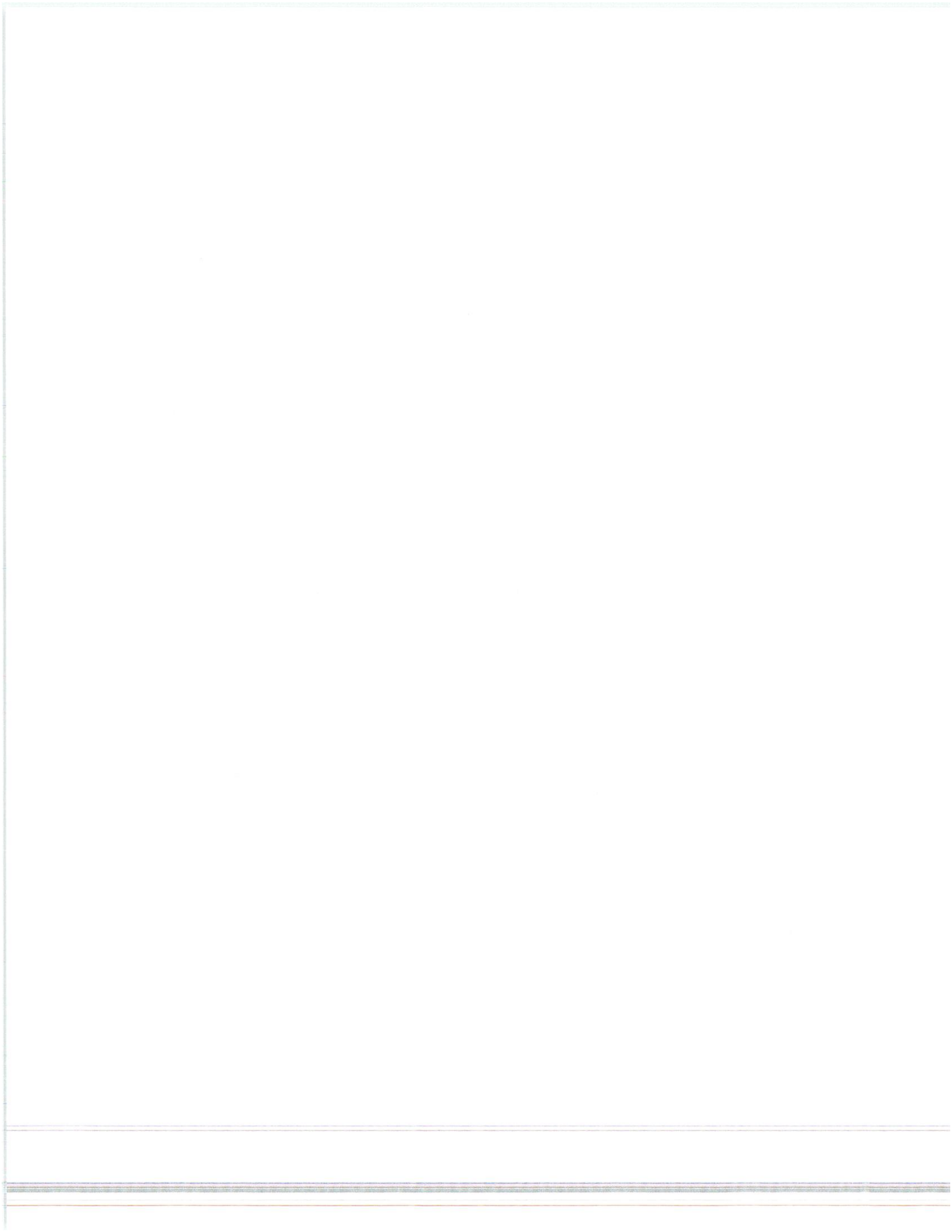
In case of PCSO, to:

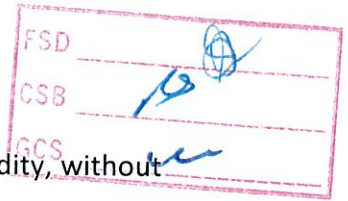
Polk County Sheriff's Office
Att: Office of Legal Affairs
1891 Jim Keene Blvd
Winter Haven, Florida 33880

8. In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

9. This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

10. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such





provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

11. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

12. This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance.

13. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction, in Polk County, Florida, or the Federal Middle District Court of Florida, located in Tampa, Florida.

IN WITNESS WHEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

POLK COUNTY SHERIFF'S OFFICE
BY ANDRIA MCDONALD, EXECUTIVE DIRECTOR

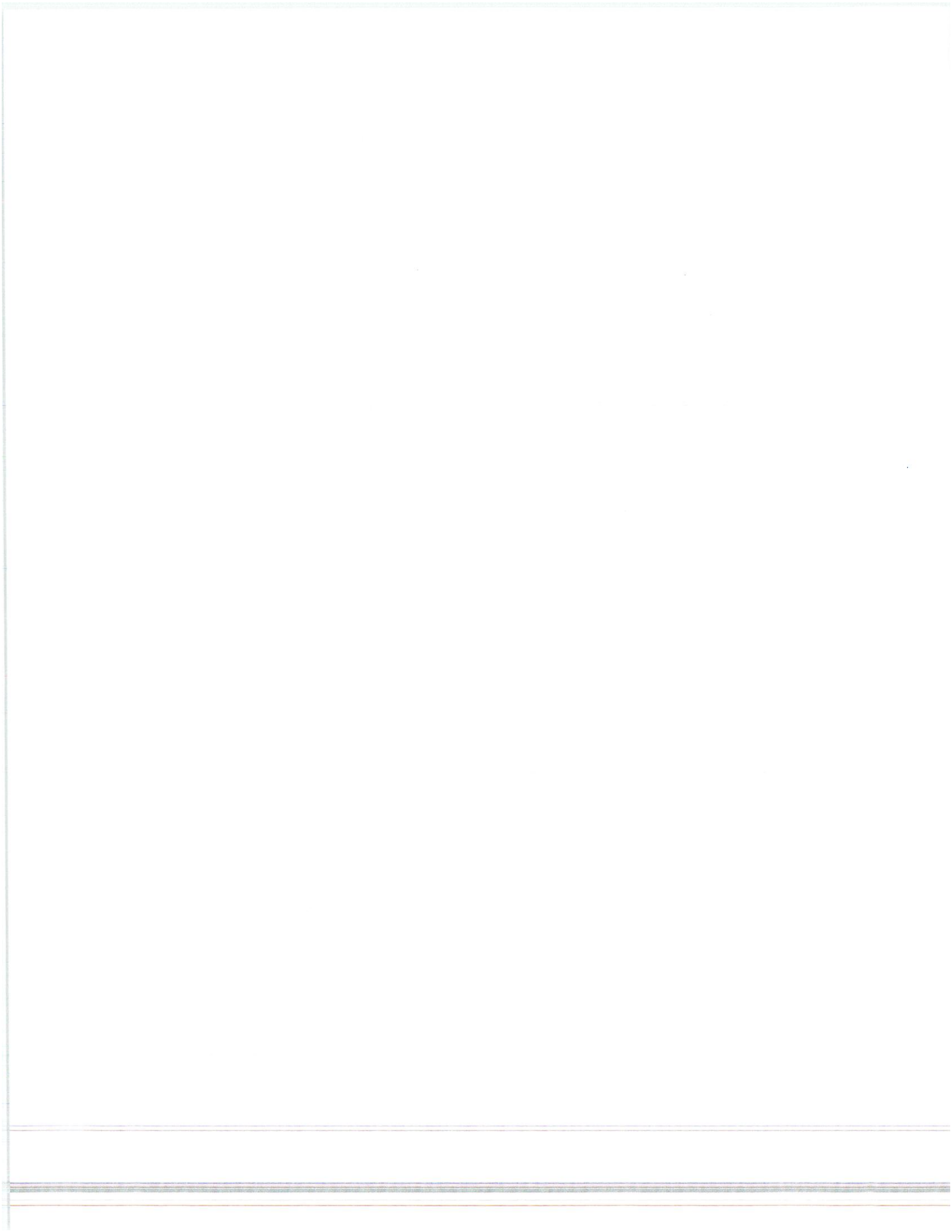
ATTEST

Andria McDonald

Caterina Blackburn
WITNESS TO ANDRIA MCDONALD

Initial: _____

Initial: am



FSD	
CSB	
GCS	

Date: _____

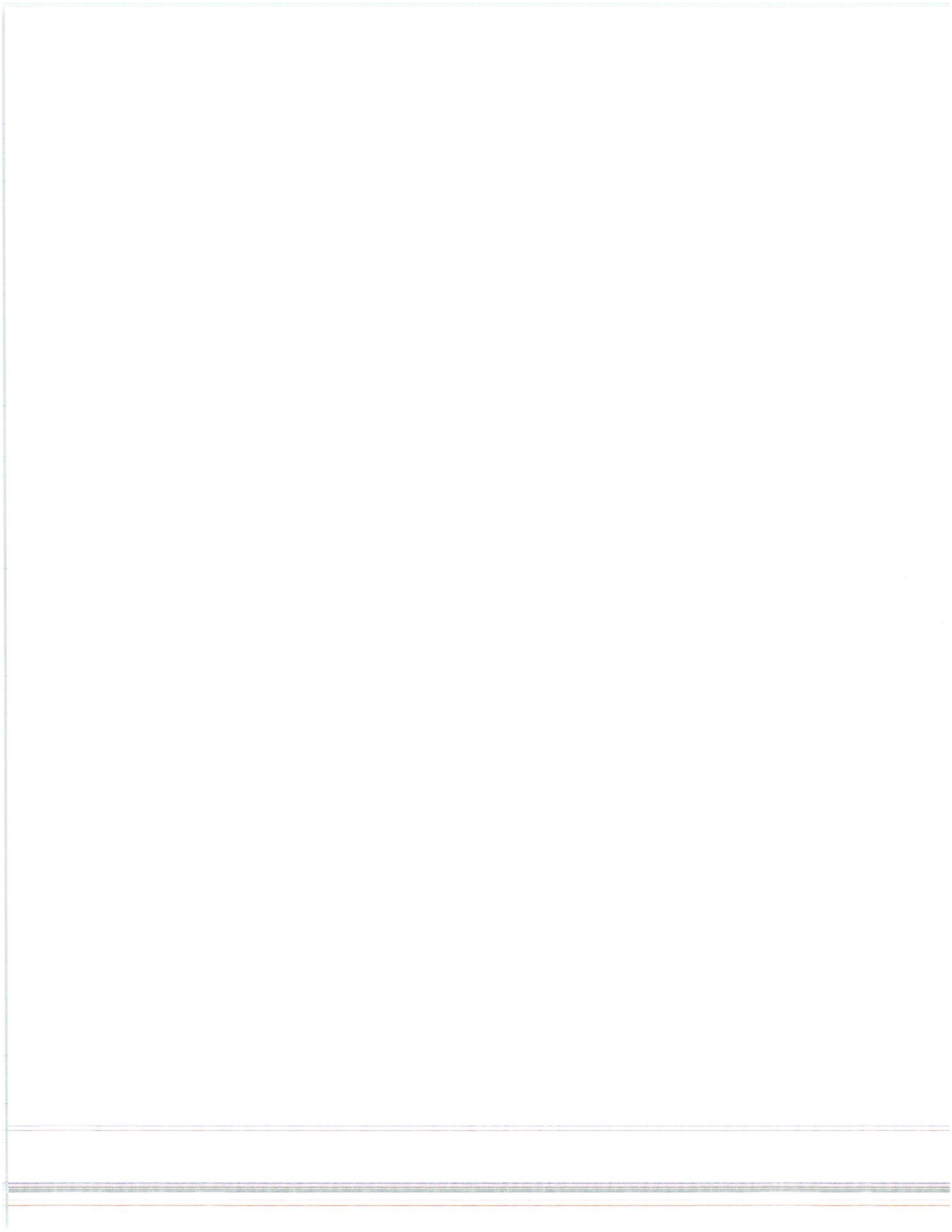
CITY OF FT. MEADE
BY JAMES WATTS, MAYOR

ATTEST
BY CITY CLERK

Date: _____

Initial: _____

Initial: dm



CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

POLK COUNTY SHERIFF'S OFFICE

with headquarters at

1891 JIM KEENE BLVD. WINTER HAVEN, FL 33880

with the primary ORI of: FL 0530000 (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

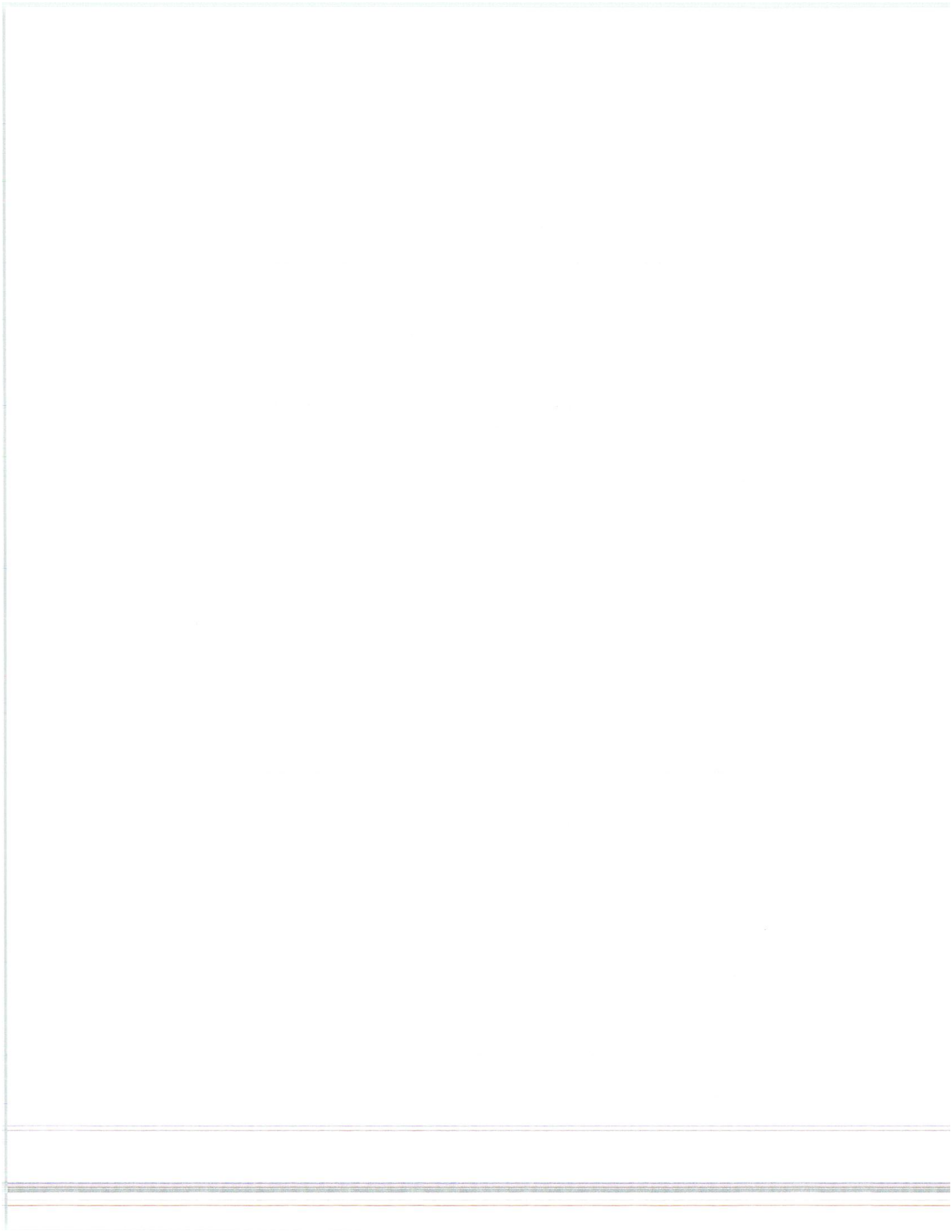
Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEX), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEX, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;



Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

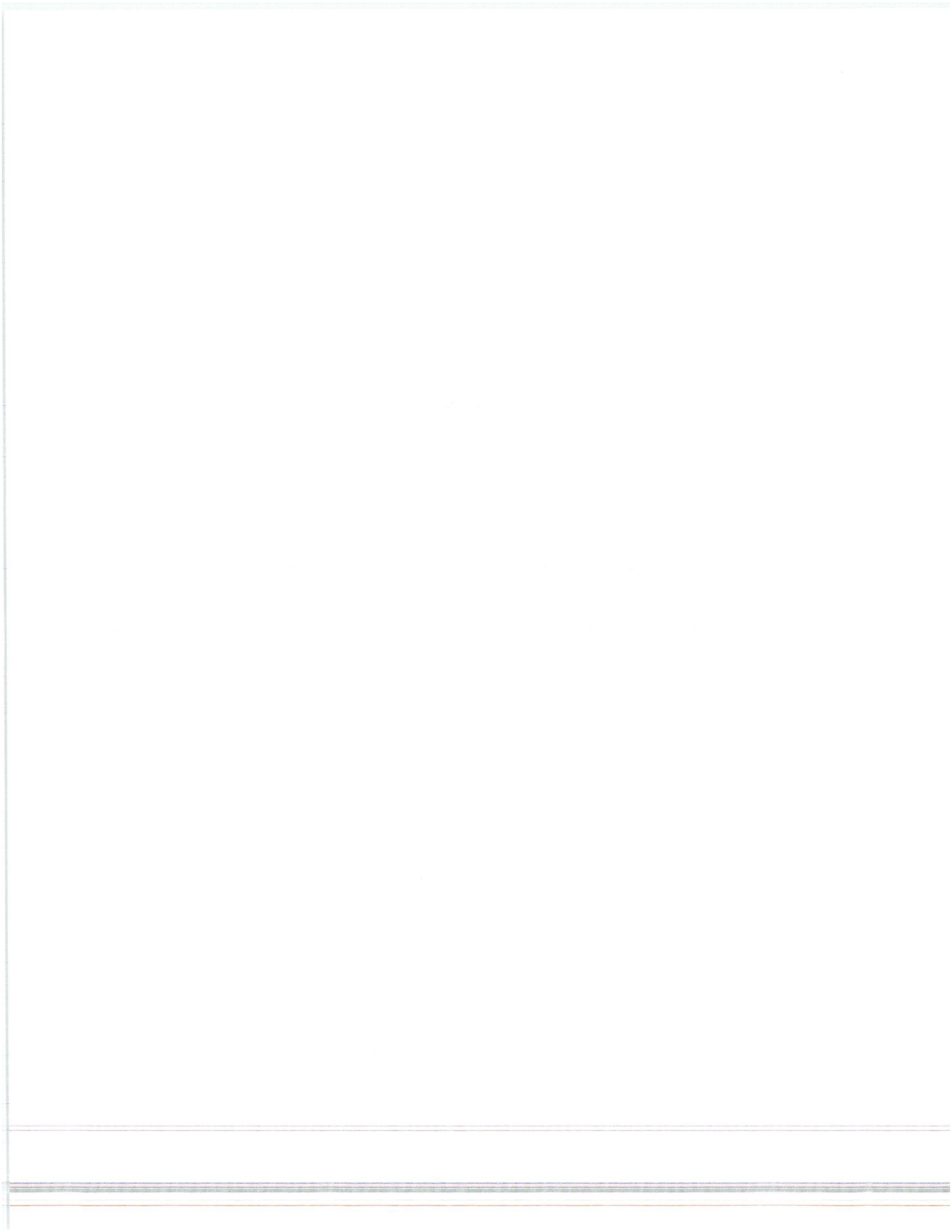
The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

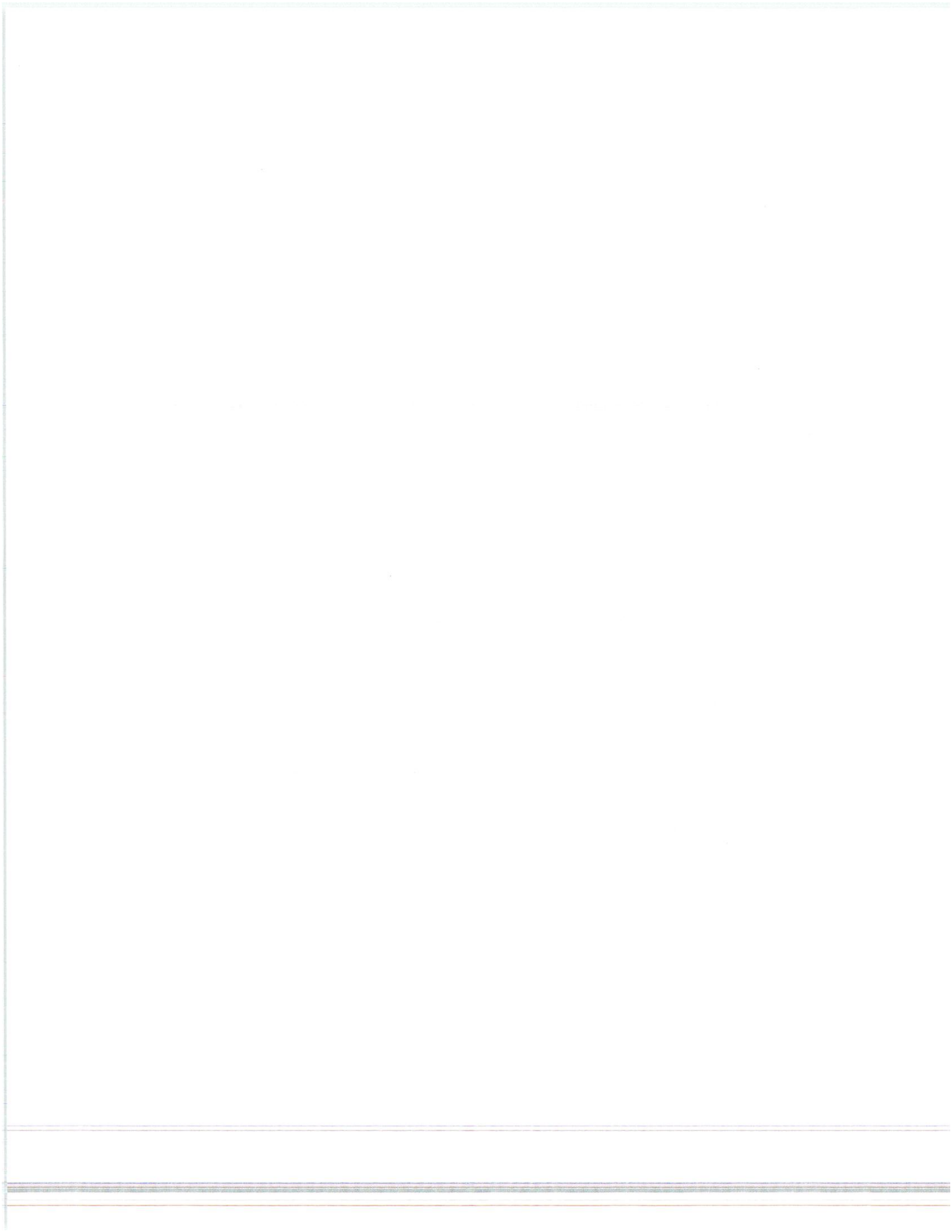


2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.
3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.
4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.
5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJISystems.
2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.



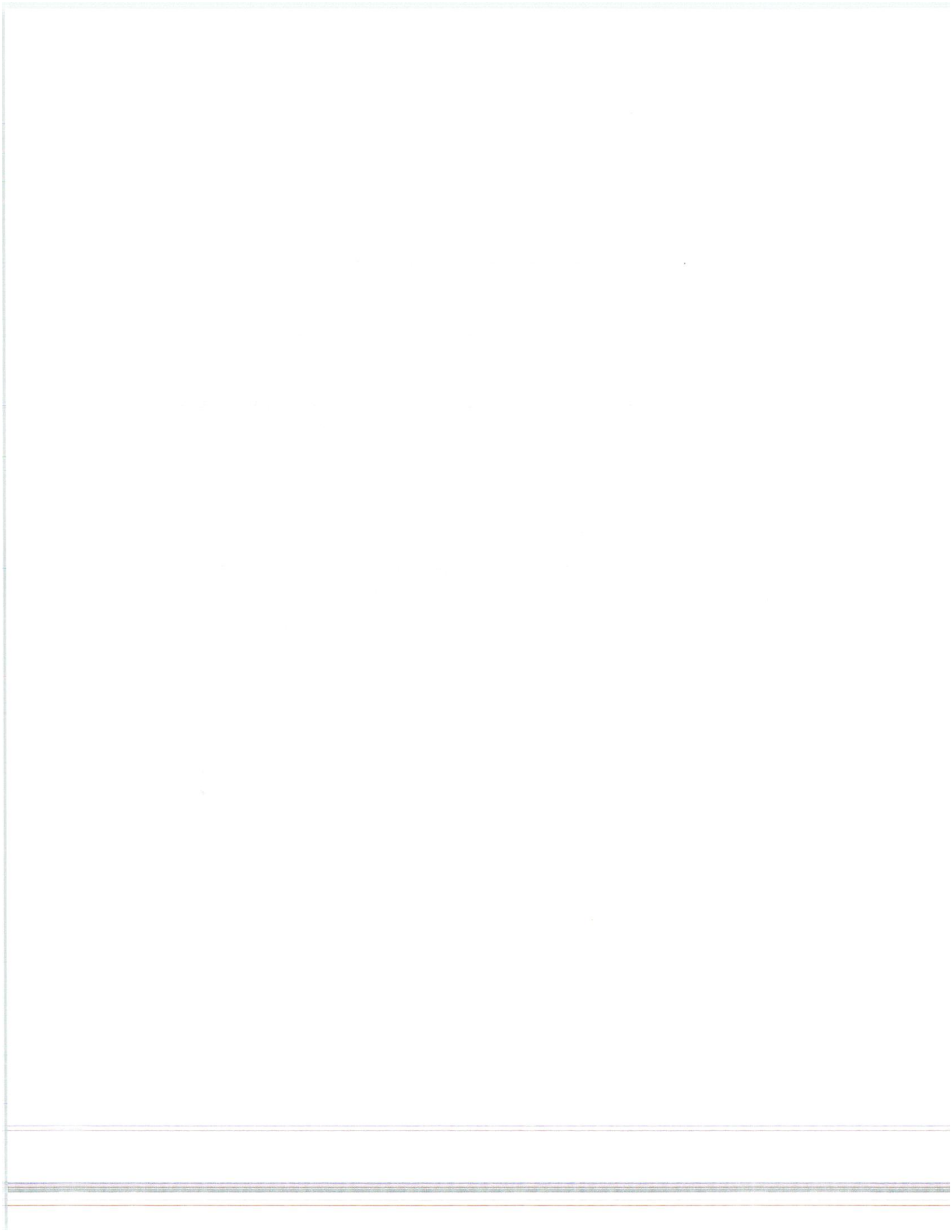
FDLE Criminal Justice User Agreement

3. **Audit** – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.
4. **Training** – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.
5. **Integrity of CJI** – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

**SECTION III
ADDITIONAL SERVICES & REQUIREMENTS**

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, [Requirements Document](#).

	Yes	No	User Initial	CSO Initial
N-DEx (via FDLE CJIS)	<input type="radio"/>	<input checked="" type="radio"/>	_____	_____
Red Light Camera Program	<input type="radio"/>	<input checked="" type="radio"/>	_____	_____
License Plate Reader Program	<input checked="" type="radio"/>	<input type="radio"/>	<u>GJ</u>	<u>RRS</u>
Critical Infrastructure Program	<input type="radio"/>	<input checked="" type="radio"/>	_____	_____
Registered Livescan Submitter	<input checked="" type="radio"/>	<input type="radio"/>	<u>GJ</u>	<u>RRS</u>
FCIC VPF TVPP/BTAM	<input checked="" type="radio"/>	<input type="radio"/>	<u>GJ</u>	<u>RRS</u>
Florida Arrest Affidavit Application	<input type="radio"/>	<input checked="" type="radio"/>	_____	_____
Statewide Record Mgmt. System	<input type="radio"/>	<input checked="" type="radio"/>	_____	_____
Cloud Computing Lead Agency Agreement with FDLE				
Microsoft Azure	<input type="radio"/>	<input checked="" type="radio"/>	_____	_____
Microsoft Office 365	<input checked="" type="radio"/>	<input type="radio"/>	<u>GJ</u>	<u>RRS</u>
Microsoft Dynamics	<input type="radio"/>	<input checked="" type="radio"/>	_____	_____
Amazon Web Services GovCloud	<input checked="" type="radio"/>	<input type="radio"/>	<u>GJ</u>	<u>RRS</u>



FDLE Criminal Justice User Agreement

2. As lead agency for Microsoft and AWS cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

Users participating in cloud services shall execute appropriate agreements with third party vendors or directly with cloud providers which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

3. The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

Entity Name _____

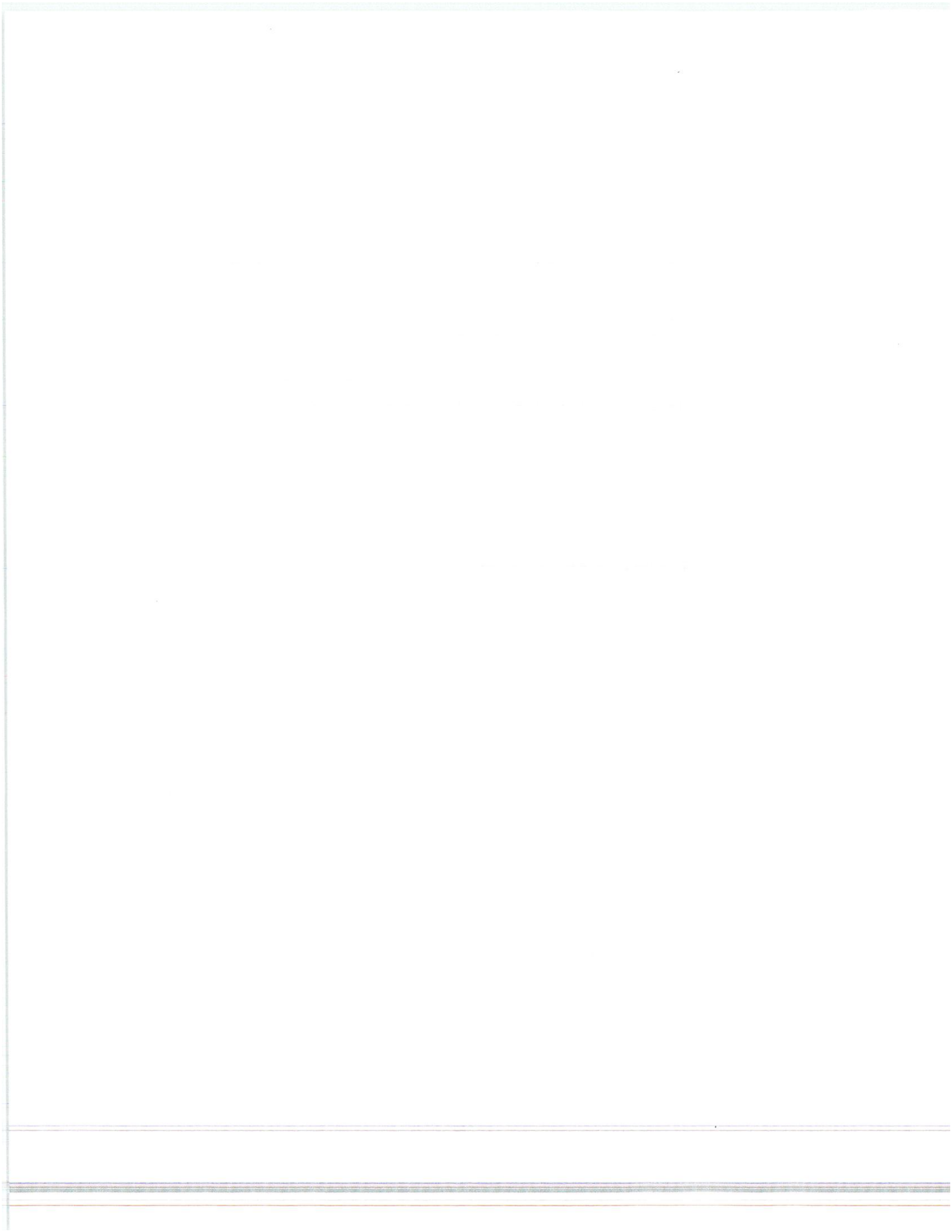
Noncriminal justice ORI _____ N/A N/A Initial _____

4. The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

CJIS Agency Coordinator (CAC)

Name Marites Alexander Email MAlexander@polksheriff.org

Phone 863 298 6266 Cell Phone _____



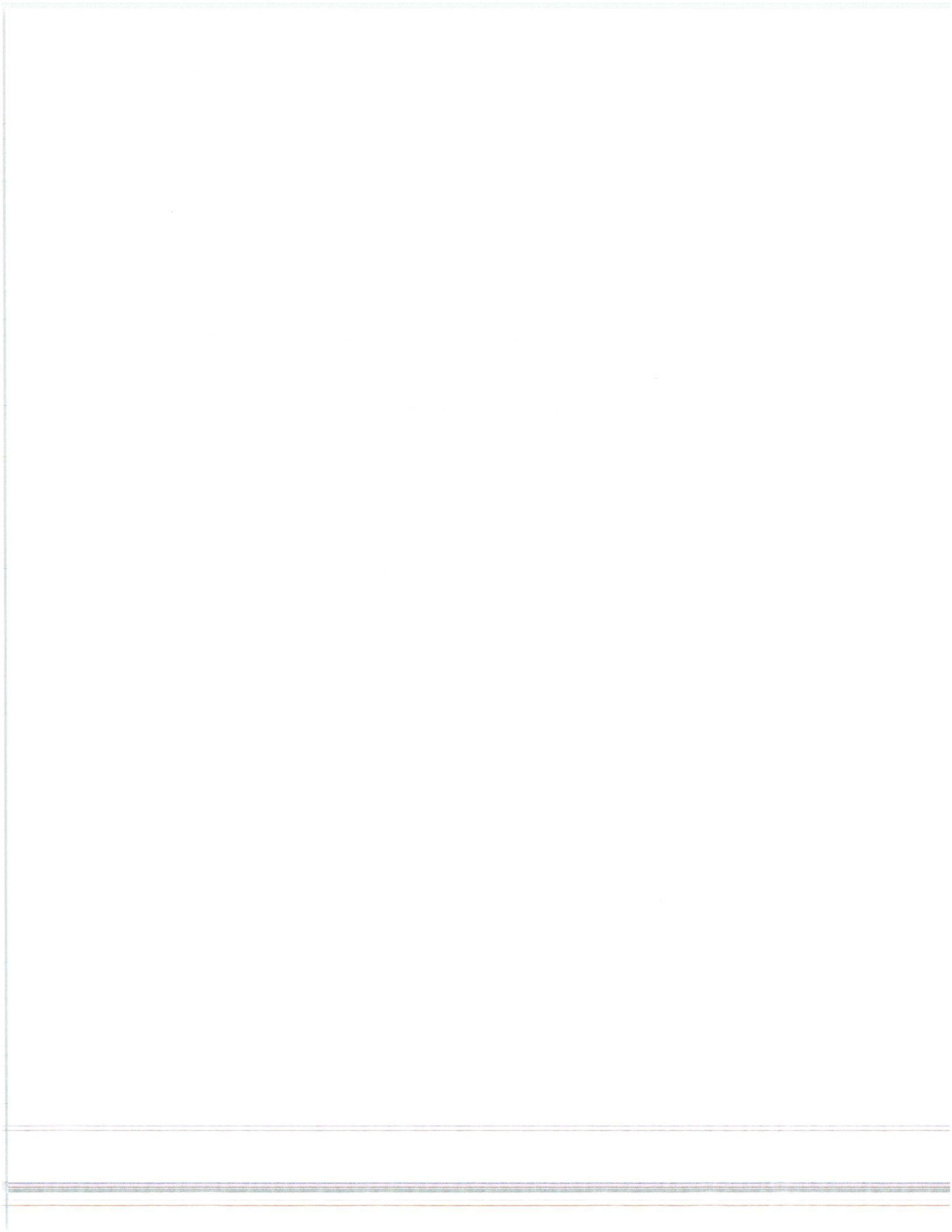
**SECTION IV
MISCELLANEOUS REQUIREMENTS**

1. **Legal and Policy Requirements** - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.
2. **Penalties and Liabilities** - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
3. **Termination** - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.
4. **Termination of Services** - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:

Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. **Modifications** - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.
6. **Accountability** - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.



FDLE Criminal Justice User Agreement

7. **Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.**

8. **Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.**




FDLE Criminal Justice User Agreement

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY Polk County Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL


BY Grady Judd TITLE Sheriff


(SIGNATURE)

DATE 3/7/22

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Robin Sparkman TITLE FBI C.JIS Systems Officer
(CSO) for the State of Florida


(SIGNATURE)

DATE 3/11/2022

ID&T Review _____

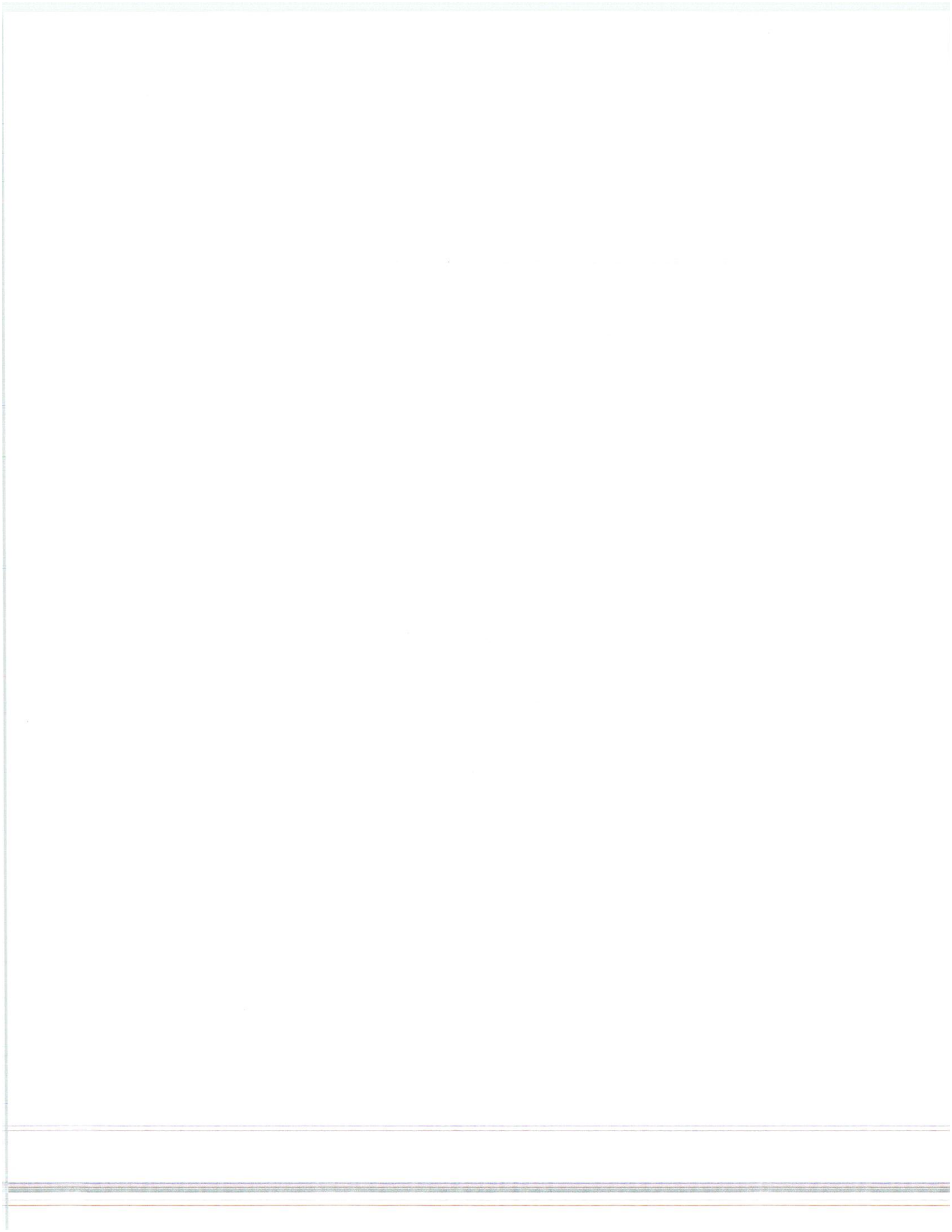
Signature:

Email: mallexander@polksheriff.org

Marites Alexander

Signature:

Email: susiemurphy@fdle.state.fl.us





**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 8.F.**

SUBJECT:

Resolution 23-26: Ratifying an interfund loan repayment agreement between the Electric Fund and the General Fund.

BACKGROUND:

On October 10, 2023, the Commission approved agenda item 9-G regarding the General Fund loaning the Electric Fund \$318,276.12 to facilitate the purchase of AMI Meters before the planned price increase in January 2024. This Resolution ratifies and codifies this loan and repayment agreement.

FISCAL IMPACT/FUNDING SOURCE:

The Fund Balance for the General Fund will be reduced by \$318,276.12 and a receivable in that amount will be created. The Electric Fund will receive funding of \$318,276.12 and a payable in that amount will be created.

RECOMMENDATION:

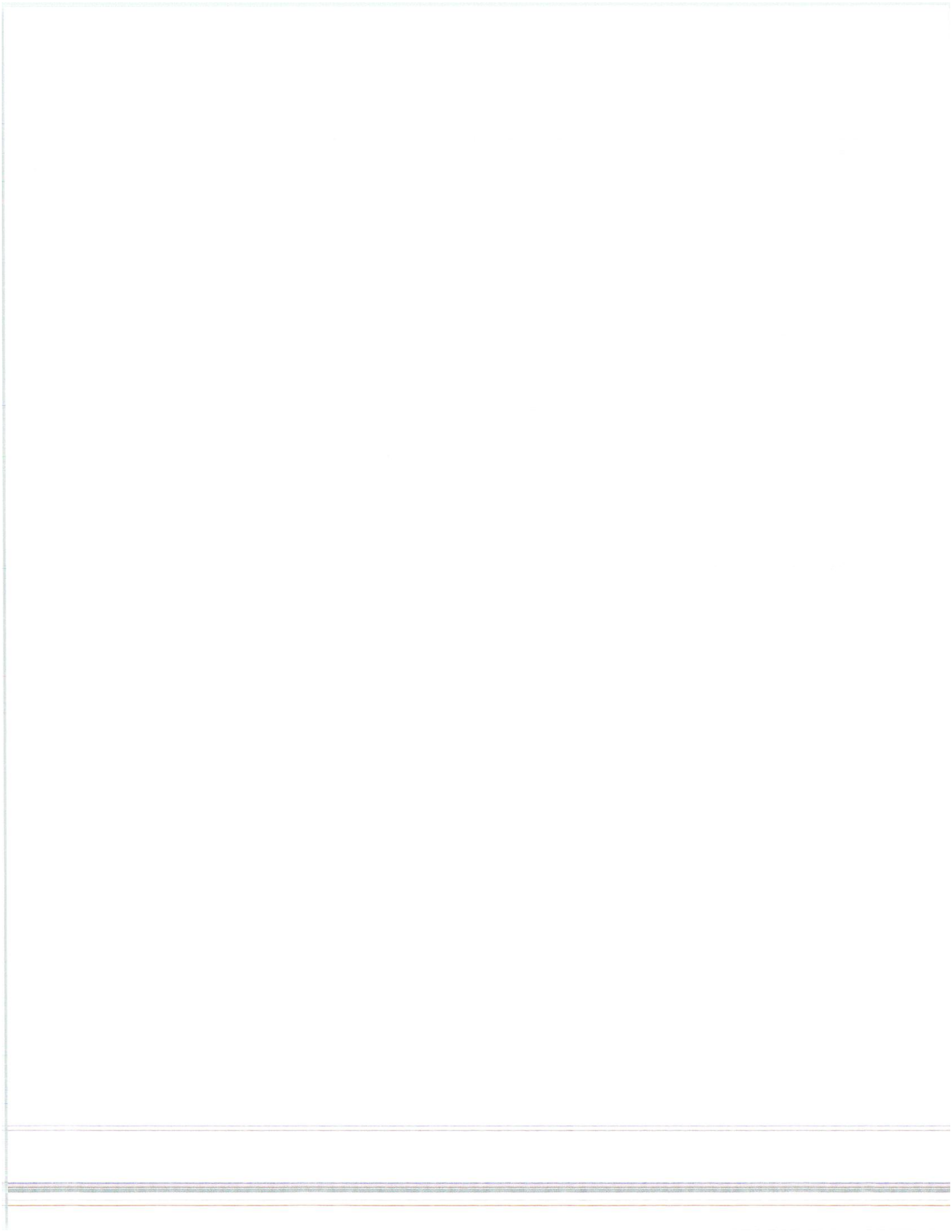
Adopt Resolution 23- 26 Ratifying an interfund loan repayment agreement between the Electric Fund and the General Fund.

MOTION:

Adopt Resolution 23- 26 Ratifying an interfund loan repayment agreement between the Electric Fund and the General Fund.

Created/Initiated By: Mary Dimitroff, Comptroller

Final Approval By: Maria Sutherland, Interim City Manager



RESOLUTION NO. R23-26

A RESOLUTION OF THE COMMISSION OF THE CITY OF FORT MEADE, FLORIDA; RATIFYING AN INTERFUND LOAN REPAYMENT AGREEMENT FOR THE ELECTRIC FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Meade Commission approved an interfund loan to facilitate the purchase Automated Meter Infrastructure (AMI) Meters on October 10, 2023; and

WHEREAS, the City of Fort Meade Electric Fund will incur an interfund loan from the General Fund in an amount up to a total of \$318,276.12 due to the purchase of AMI Meters before a substantial price increase in January 2024; and

WHEREAS, the Electric Fund has the ability to repay the interfund loans at a minimum of \$106,092.04 annually for each year the fund is profitable for a term of three (3) years beginning in Fiscal Year 2024-2025;

WHEREAS, the CITY COMMISSION of Fort Meade has determined that it is in the best interest of the residents of Fort Meade to save \$79,569.03 by purchasing the AMI Meters before the price increase in January 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF FORT MEADE, FLORIDA:

SECTION 1. RECITALS INCORPORATED.

The above recitals are true and correct, and are incorporated herein.

SECTION 2. INTERFUND LOAN REPAYMENT AGREEMENT.

The CITY COMMISSION of Fort Meade hereby declares that the Electric Fund will begin the interfund loan repayment agreement to the General Fund beginning in fiscal year 2025.

SECTION 3. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

RESOLVED, PASSED, AND CERTIFIED AS TO PASSAGE THIS 14th DAY OF NOVEMBER 2023.

CITY OF FORT MEADE, FLORIDA

ATTEST:

James Watts, Mayor

Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND

CORRECTNESS:

Christopher Berg, City Attorney



**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 8-G**

SUBJECT:

FRDAP grant agreement.

BACKGROUND:

Fort Meade was awarded a FRDAP grant totaling \$200,000 for recreation improvements for Patterson Park.

Project Element	Type (Primary or Support and New or Renovation)	Cost to be Paid with Grant Funds
Picnic Shelters (5)	Primary -New	12,000
Nature Trail	Primary -New	15,000
Playground Kid Climber	Primary -New	11,000
Fishing Pier	Primary -New	38,265
Overlook	Primary -New	40,000
Large Culture Pavilion	Primary -New	76,100
Gazebo Rehab	Support - Renovation	3,200
Restroom Renovation/exterior	Support- Renovation	3,100
Sidewalk connection	Support- New	<u>1,335</u>
		200,000

FISCAL IMPACT/FUNDING SOURCE:

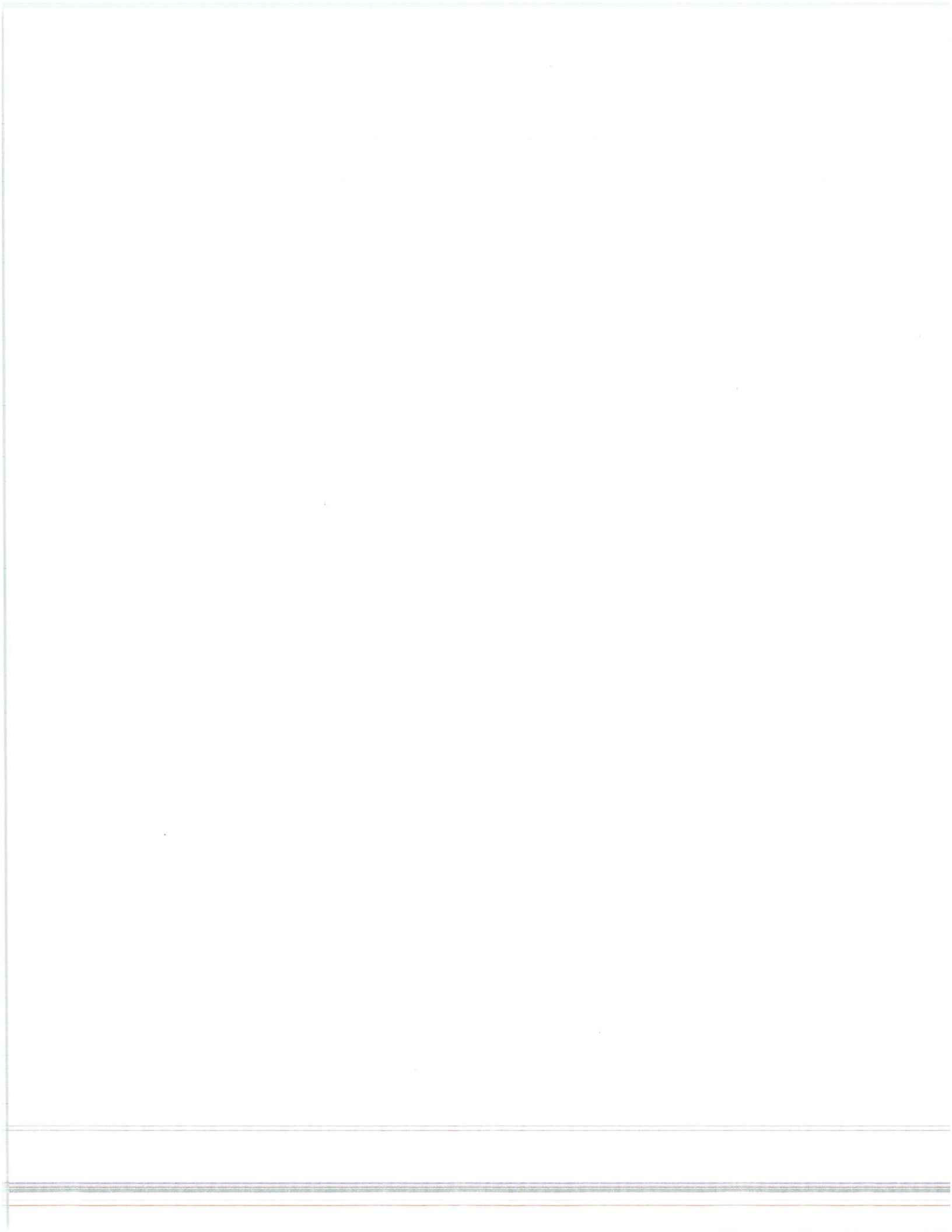
\$ 200,000 (funded 100% by State)

RECOMMENDATION:

Approve FRDAP Grant Agreement A2413

MOTION: Motion to approve FRDAP Agreement A2413 between the City of Fort Meade and the Florida Recreation Development Assistance Program for Patterson Park

Created/Initiated By: Maria Sutherland, Asst. City Manager _____



**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): **Patterson Park, Phase II** Agreement Number: **A2413**

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

Grantee Name: **City of Fort Meade** Entity Type: **local government**

Grantee Address: **8 W Broadway St, Fort Meade, FL 33841** FEID: **59-6000320** (Grantee)

3. Agreement Begin Date: **upon execution** Project Completion Date: **April 30, 2026** Date of Expiration: **June 30, 2026**

4. Project Number: **A24013** Project Location(s): **0 Charleston Ave N, Fort Meade, 33841**
(If different from Agreement Number)

Project Description: **New (5) picnic shelters, nature trail, playground kid climber, fishing pier, overlook, large culture pavilion, sidewalk connection; Renovation of gazebo and restroom.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 200,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item No. 1796, GAA, FY 2023-2024	\$ 200,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 200,000.00

6. Department's Grant Manager Name: **Reilly Allman** or successor
Address: **3900 Commonwealth Blvd
MS #585
Tallahassee, FL, 32399**
Phone: **850-245-2783**
Email: **reilly.allman@floridadep.gov**

Grantee's Grant Manager Name: **Maria Sutherland** or successor
Address: **8 W Broadway St
Fort Meade, FL 33841**
Phone: **863-285-1100**
Email: **msutherland@cityoffortmeade.com**

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

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

<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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

City of Fort Meade	GRANTEE
Grantee Name	
By _____ <i>(Authorized Signature)</i>	Date Signed _____
Print Name and Title of Person Signing	

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

Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; 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 (i.e., cost reimbursement) 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 cost reimbursement 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. 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 the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 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 Diversity, 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 Diversity 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. 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. A2413**

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 Patterson Park, 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 begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement/Retroactive expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% 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. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this 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. Additional Terms.

None.

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

**ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Project Name: Patterson Park, Phase II
Grantee Name: City of Fort Meade
FRDAP Project # A24013

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 0 Charleston Ave N, Fort Meade, 33841 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2026.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000
Required Grantee Match Amount:	REDI WAIVER
Total Estimated Project Cost:	\$200,000
Match Ratio:	n/a

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Development of Commencement Documentation Checklist (DRP-107)¹.</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>The Department will issue "Notice to Commence" upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: New (5) picnic shelters, nature trail, playground kid climber, fishing pier, overlook, large culture pavilion, sidewalk connection; Renovation of gazebo and restroom.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2026, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>

	<p>Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**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 or 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 \$750,000 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 \$750,000 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 \$750,000 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 other 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 the reporting package was delivered to the recipient 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	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B				\$	

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	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					

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	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1796- Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2023-2024	37.017	Florida Recreation Development Assistance Program	\$200,000	140002

Total Award	\$200,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. 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, cost(s) must meet all FRDAP requirements, financial reporting requirements, and 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

**EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

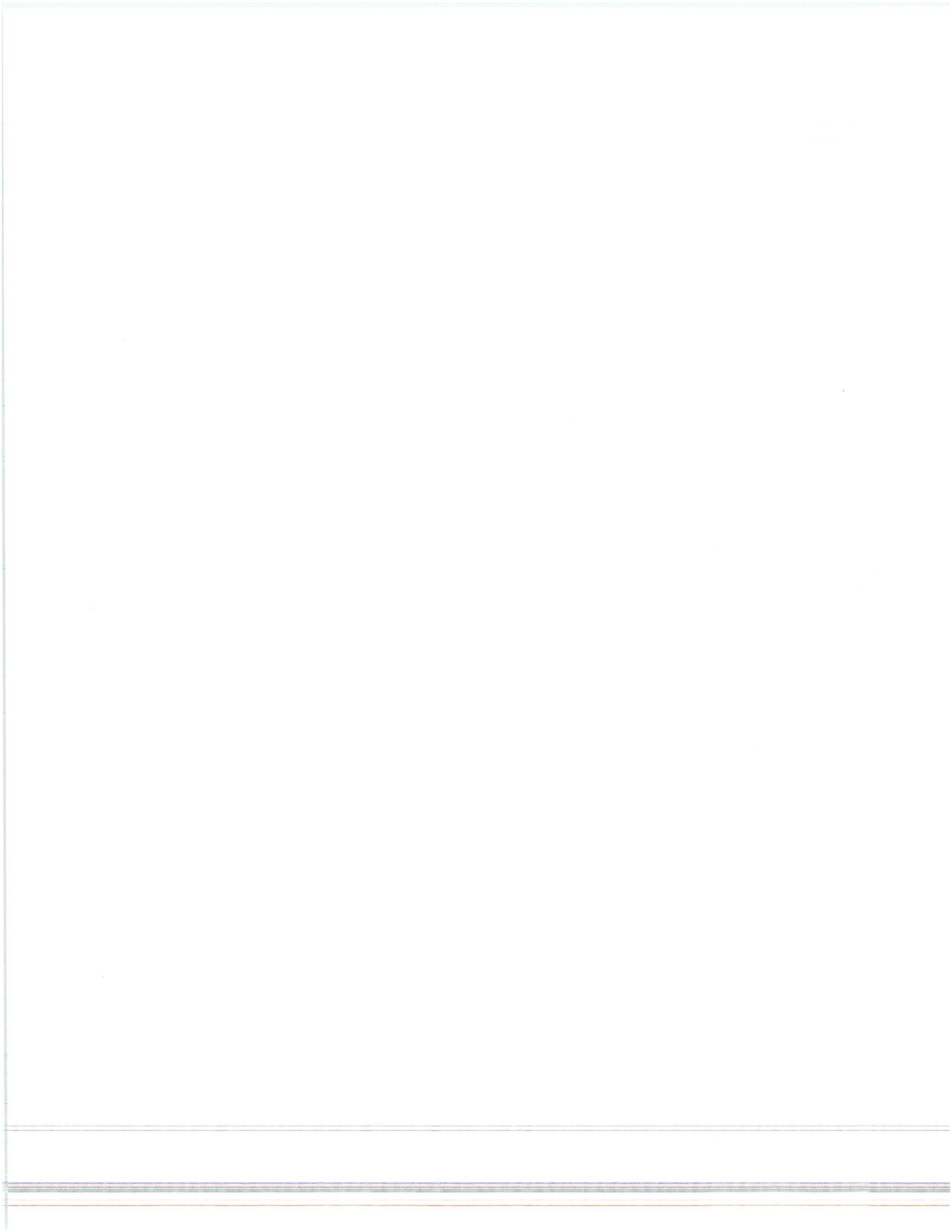
Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date





**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 9-A**

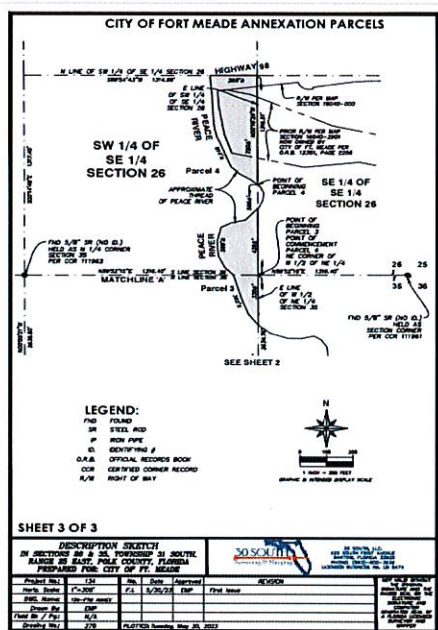
SUBJECT:

Irrevocable petition to annex real property into the City of Fort Meade, Florida.

BACKGROUND:

The City, through the City Manager, petitions the City Commission to annex Parcel ID 25-31-26-438500-004001, located in the Peace River Park into the city.

In order to receive a clean and clear title of Peace River Park, the city will need to annex this parcel into the boundaries of the city.



FISCAL IMPACT:

No fiscal impact

RECOMMENDATION:

Approve petition to annex parcel #253126-437500-004001 into the city boundaries.

MOTION: Move to approve the petition to annex parcel ID 253126-437500-004001 into the city boundaries.

Initiated/Created by: Melissa Cannon
 Final Approval by: Maria Sutherland

10/20/2023



**IRREVOCABLE PETITION TO ANNEX REAL PROPERTY
INTO THE CITY OF FORT MEADE, FLORIDA**

The City of Fort Meade, Florida (hereafter "City") through its City Manager, whose mailing address is 8 W. Broadway Street, Fort Meade, FL 33841, petitions the City Commission of the City of Fort Meade, Florida, to annex real property into the City pursuant to and in accordance with the provisions of Section 171.044, Florida Statutes, and states:

- 1) The City is the owner of the real property whose Polk County Tax Parcel Identification Number is 25-31-26-437500-004001 located at 0 S. Washington Avenue, Fort Meade, FL 33841 and more particularly described on **Exhibit "A"** attached hereto and by this reference made a part of this Petitions (hereinafter, the "Property").
- 2) Upon annexation of the Property into the City, City shall abide by and comply with all of the existing and future laws, rules, and regulations which presently and from the time to time in the future may be in effect within the City.
- 3) This is a continuous and perpetual irrevocable request to annex the Property into the municipal limits of Fort Meade that will be fulfilled when the City determines the Property meets with the requirements of law, and the City has taken final action to annex the Property.
- 4) The City may annex the Property at such time as the City deems the Property is suitable for annexation. Further, the City may annex the Property by either using the voluntary annexation procedure set forth in Section 171.044, Florida Statutes. This Petition shall be deemed an irrevocable and unconditional consent to the annexation of the Property.

Therefore, City through its City Manager, requests that the City accept this Petition and annex the Property into the City at its discretion. The undersigned affirms and represents that all actions required to be accomplished to authorize the action taken herein have, in fact, been taken.

Submitted by Maria Sutherland, Acting City Manager, this _____ day of December 2023.

Maria Sutherland, Acting City Manager

Accepted by the City Commission, City of Fort Meade, this _____ day of December 2023.

James Watts, Mayor

ATTEST: _____

Melissa Cannon, Deputy City Clerk

EXHIBIT "A"
POLK COUNTY, FLORIDA
LEGAL DESCRIPTION

METES AND BOUNDS LEGAL DESCRIPTION

1. Parcel ID: 25-31-26-437500-004001
0 US HIGHWAY 98 East, Fort Meade, FL 33841

Legal Descriptions

Parcel Number: 25-31-26-437500-004001 (Per Book 1057, Page 59):

Commence at the NE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence north along the east line of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 31 South, Range 25 East, Polk County, Florida, a distance of 596 feet, more or less, to the Point of Beginning at the intersection with the thread of Peace River; thence meander northerly along said thread of river a distance of 814 feet, more or less, to the intersection with the north line of said Southwest 1/4 of the Southeast 1/4; thence east along said north line a distance of 268 feet, more or less, to the east line of said Southwest 1/4 of the Southeast 1/4; thence southerly along said east line a distance of 720 feet, more or less, to the Point of Beginning.



**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 9-B**

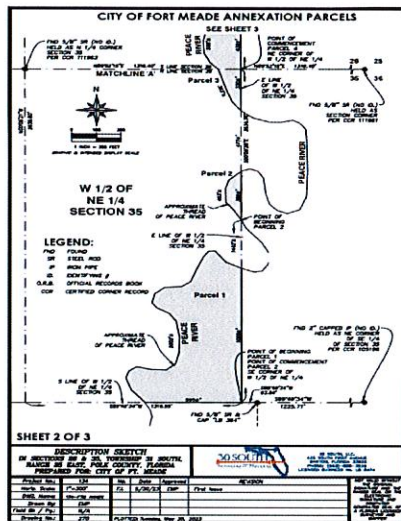
SUBJECT:

Irrevocable petition to annex real property into the City of Fort Meade, Florida.

BACKGROUND:

The City, through the City Manager, petitions the City Commission to annex Parcel ID 25-31-35-000000-013020, located in the Peace River Park into the city.

In order to receive a clean and clear title of Peace River Park, the city will need to annex this parcel into the boundaries of the city.



FISCAL IMPACT:

No fiscal impact

RECOMMENDATION:

Approve petition to annex parcel # 253135-000000-013020 into the city boundaries.

MOTION: Move to Approve petition to annex parcel # 253135-000000-013020 into the city boundaries.

Initiated/Created by: Melissa Cannon
Final Approval by: Maria Sutherland

10/20/2023



**IRREVOCABLE PETITION TO ANNEX REAL PROPERTY
INTO THE CITY OF FORT MEADE, FLORIDA**

The City of Fort Meade, Florida (hereafter "City") through its City Manager, whose mailing address is 8 W. Broadway Street, Fort Meade, FL 33841, petitions the City Commission of the City of Fort Meade, Florida, to annex real property into the City pursuant to and in accordance with the provisions of Section 171.044, Florida Statutes, and states:

- 1) The City is the owner of the real property whose Polk County Tax Parcel Identification Number is 25-31-35-000000-013020 located at 0 S. Washington Avenue, Fort Meade, FL 33841 and more particularly described on **Exhibit "A"** attached hereto and by this reference made a part of this Petitions (hereinafter, the "Property").
- 2) Upon annexation of the Property into the City, City shall abide by and comply with all of the existing and future laws, rules, and regulations which presently and from the time to time in the future may be in effect within the City.
- 3) This is a continuous and perpetual irrevocable request to annex the Property into the municipal limits of Fort Meade that will be fulfilled when the City determines the Property meets with the requirements of law, and the City has taken final action to annex the Property.
- 4) The City may annex the Property at such time as the City deems the Property is suitable for annexation. Further, the City may annex the Property by either using the voluntary annexation procedure set forth in Section 171.044, Florida Statutes. This Petition shall be deemed an irrevocable and unconditional consent to the annexation of the Property.

Therefore, City through its City Manager, requests that the City accept this Petition and annex the Property into the City at its discretion. The undersigned affirms and represents that all actions required to be accomplished to authorize the action taken herein have, in fact, been taken.

Submitted by Maria Sutherland, Acting City Manager, this 14th day of November 2023.

Maria Sutherland, Acting City Manager

Accepted by the City Commission, City of Fort Meade, this 14th day of November 2023.

James Watts, Mayor

ATTEST:_____

Melissa Cannon, Deputy City Clerk

EXHIBIT "A"
POLK COUNTY, FLORIDA
LEGAL DESCRIPTION

METES AND BOUNDS LEGAL DESCRIPTION

1. Parcel ID: 25-31-35-000000-013020
0 South Washington Avenue, Fort Meade, FL 33841

Legal Descriptions

Parcel Number: 25-31-35-000000-013020 (Per Book 1840, Page 689):

Parcel 1

Begin at the SE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence west along the south line of said West 1/2 a distance of 595 feet, more or less, to the intersection with the thread of Peace River; thence meander northerly along said thread of the river a distance of 2002 feet, more or less, to the intersection with the east line of said West 1/2; thence south along said east line a distance of 1060 feet, more or less, to the Point of Beginning.

Parcel 2

Commence at the SE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence north along the east line of said West 1/2 a distance of 1442 feet, more or less, to the Point of Beginning at an intersection with the thread of Peace River; thence meander northerly along said thread of the river a distance of 453 feet, more or less, to an intersection with the east line of said West 1/2 of the Northeast 1/4; thence south along said east line a distance of 386 feet, more or less to the Point of Beginning.

Parcel 3

Begin at the NE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence south along the east line of said West 1/2 a distance of 330 feet, more or less, to an intersection with the thread of Peace River; thence meander northerly along said thread of river a distance of 362 feet, more or less, to a point on the south line of Section 26, Township 31 South, Range 25 East, Polk County, Florida; thence meander northerly along said thread of river a distance of 596 feet, more or less, to the intersection with the east line of the Southwest 1/4 of the Southeast 1/4 of said Section 26; thence south along said east line a distance of 439 feet, more or less, to the Point of Beginning.



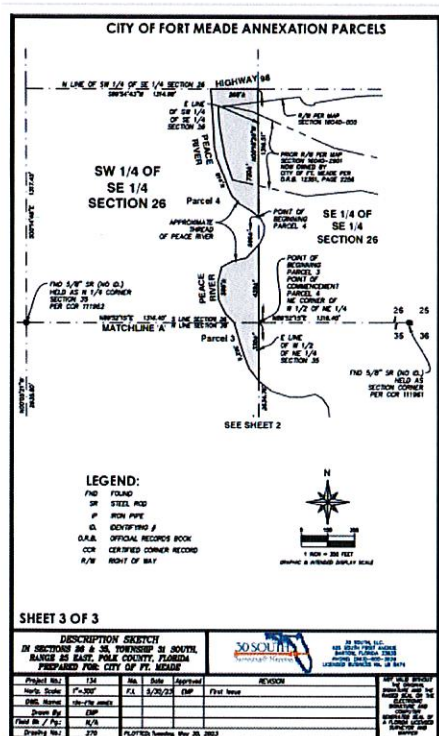
**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 9-C**

SUBJECT:

First Reading Ordinance 2023-19 Voluntarily Annexing Property into the Corporate Limits of the City

BACKGROUND:

In preparation of the John Singletary Bridge Project concerning a land swap to accommodate the new bridge, it was determined that parcel ID 253126-437500-004001 which is city owned and located inside Peace River Park is not included in the city limits of the city.



In order to receive a clean and clear title of Peace River Park, the city will need to annex this parcel into the boundaries of the city.

FISCAL IMPACT:

No fiscal impact

RECOMMENDATION:

Approve Ordinance 2023-19.

MOTION: Move to approve Ordinance 2023-19 Annexing parcel ID 253126-437500-004001 into the city boundaries on 1st reading and set 2nd reading for December 9, 2023.

Initiated/Created by: Melissa Cannon
Final Approval by: Maria Sutherland

10/20/2023

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA; VOLUNTARILY ANNEXING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; AMENDING THE CITY BOUNDARIES TO INCLUDE SAID PROPERTY; PROVIDING FINDINGS; PROVIDING NOTICE OF THE PROPOSED ANNEXATION; PROVIDING FOR RECORDING THIS ORDINANCE WITH THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF POLK COUNTY, AND THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the said owners/applicants petitioned the City of Fort Meade, Florida, (the "City") pursuant to Section 171.044, Florida Statutes, for voluntary annexation of said property into the municipal limits of the City of Fort Meade; and,

WHEREAS, the owners the real property referenced herein is listed as the City of Fort Meade, Florida, and the petition for annexation bears the signature of the Mayor; and,

WHEREAS, the City's staff has reviewed and subsequently recommended approval of the annexation of said property to the City Commission of the City of Fort Meade, Florida (the "Commission"), and have accomplished all actions required under the City Charter and the Code of Ordinances of the City of Fort Meade; and,

WHEREAS, the Commission has determined that the property proposed to be annexed into the City is all within an unincorporated area of Polk County, is reasonably compact and contiguous to the corporate areas of the City of Fort Meade, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclave, and it is further determined that annexation of said property otherwise fully complies with the requirements of State law; and,

WHEREAS, the City has furnished the Board of County Commissioners of Polk County a copy of the notice of annexation by certified mail no sooner than ten (10) days prior to said publication, and said action is hereby ratified and confirmed by the City Commission; and,

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Charter and Code of Ordinances have been followed and satisfied; and,

WHEREAS, the Commission hereby determines that it is to the advantage of the City and in the best interests of its citizens to annex the property described below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

Section 1. Legislative Findings. The above recitals are hereby adopted and incorporated into this Ordinance as legislative findings of the Commission.

Section 2. Annexation. The Commission hereby annexes into the City of Fort Meade, Florida, the property legally described in **Exhibit “A”** attached to and incorporated into this Ordinance, and graphically depicted in **Exhibit “B”** attached to and incorporated into this Ordinance (the “Annexed Property”). The Commission directs and determines that the boundaries of the City as specified by the City’s Charter shall be redefined to include the Annexed Property.

Section 3. Effect of Annexation. Upon this Ordinance becoming effective, the property owners of the said Annexed Property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners within the City, as further provided in chapter 171, Florida Statutes, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City, and the provisions of said chapter 171, Florida Statutes.

Section 4. Administrative actions. In accordance with section 171.044(3), Florida Statutes, within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance, with legal description and map, with the Clerk of the Court of Polk County (Land Records/Recording), with the Chief Administrative Officer of Polk County (the County Manager), with the Florida Department of State, and with any additional agencies impacted by said annexation.

Section 5. Land Use and Zoning. The Annexed Property shall, upon its annexation, remain subject to the County’s land use plan and zoning or subdivision regulations until the City adopts a comprehensive plan amendment that includes the Annexed Properties, as required by section 171.062, Florida Statutes.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. Severability. Upon a determination by a court of competent jurisdiction that a portion of this ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. No Codification. The provisions of this Ordinance shall not be codified, but the Annexed Property shall be incorporated and included in all appropriate maps of the City Limits of the City of Fort Meade, Florida, by the City Manager or the City Manger’s designee(s). The City Manager is hereby directed to take any and all appropriate actions relative to land use planning pertaining to the Annexed Property pursuant to this Ordinance.

Section 9. Effective Date. This ordinance shall take effect as provided by state law within ten (10) days of adoption.

Passed on first reading November 14, 2023.

Passed and enacted on second reading December 9, 2023

CITY OF FORT MEADE, FLORIDA

James Watts, Mayor

ATTEST:

Melissa Cannon, Deputy City Clerk

Approved as to form and correctness:

Approved as to substance:

Christopher Berg, City Attorney

Maria Sutherland, Interim City Manager

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Commission of the City of Fort Meade, Florida held on the 9th day of December 2023.

Melissa Cannon, Deputy City Clerk

EXHIBIT "A"
POLK COUNTY, FLORIDA
LEGAL DESCRIPTION

METES AND BOUNDS LEGAL DESCRIPTION

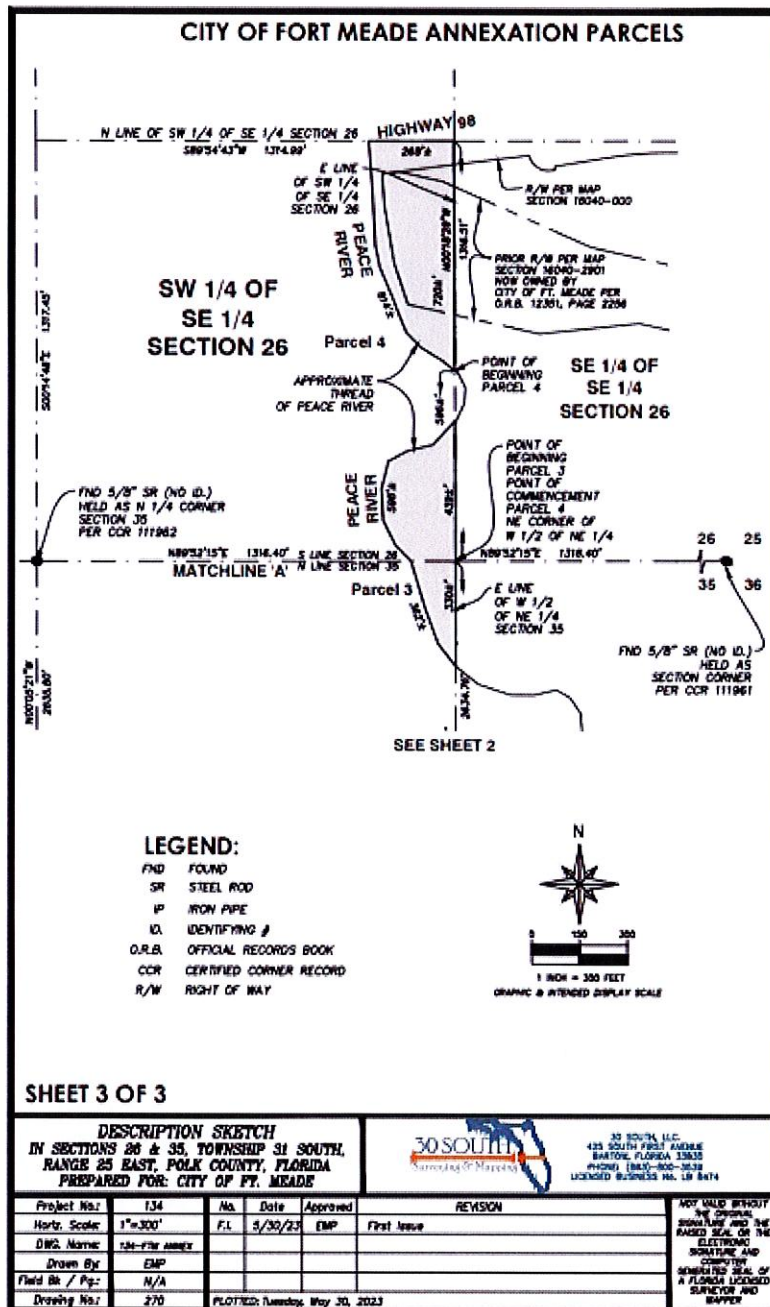
1. Parcel ID: 25-31-26-437500-004001
0 US HIGHWAY 98 East, Fort Meade, FL 33841

Legal Descriptions

Parcel Number: 25-31-26-437500-004001 (Per Book 1057, Page 59):

Commence at the NE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence north along the east line of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 31 South, Range 25 East, Polk County, Florida, a distance of 596 feet, more or less, to the Point of Beginning at the intersection with the thread of Peace River; thence meander northerly along said thread of river a distance of 814 feet, more or less, to the intersection with the north line of said Southwest 1/4 of the Southeast 1/4; thence east along said north line a distance of 268 feet, more or less, to the east line of said Southwest 1/4 of the Southeast 1/4; thence southerly along said east line a distance of 720 feet, more or less, to the Point of Beginning.

EXHIBIT "B" Location Map







Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website no later than the date notice of the proposed ordinance (2nd reading) is published.

Proposed ordinance's title/reference:

Ordinance 2023-19 Voluntarily Annexing Property

The City is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
Ordinance 2023-19 is a city owned, city-initiated annexation of 1.65 acres of land located property in Peace River Park. The public purpose would be to increase the land acreage of the city.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
The adoption of Ordinance 2023-19 should have a positive economic impact as it will increase the land acreage of the city.

3. Estimate of direct compliance costs that businesses may reasonably incur:
No estimated direct costs to any businesses.

4. Any new charge or fee imposed by the proposed ordinance, or any cost for which businesses will be financially responsible:
None

5. Estimate of the City's regulatory costs incurred, including estimated revenues from any new charges or fees to cover such costs:
None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

7. Additional information:
None

Approve Ordinance 2023-20 Annexing parcel ID 253135-000000-013020 into the city boundaries.

MOTION: Move to approve Ordinance 2023-20 Annexing parcel ID 253135-000000-013020 into the city boundaries on 1st reading and set 2nd reading for December 9, 2023.

Initiated/Created by: Melissa Cannon

10/20/2023

Final Approval by: Maria Sutherland

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA; VOLUNTARILY ANNEXING PROPERTY INTO THE CORPORATE LIMITS OF THE CITY PURSUANT TO SECTION 171.044, FLORIDA STATUTES; AMENDING THE CITY BOUNDARIES TO INCLUDE SAID PROPERTY; PROVIDING FINDINGS; PROVIDING NOTICE OF THE PROPOSED ANNEXATION; PROVIDING FOR RECORDING THIS ORDINANCE WITH THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF POLK COUNTY, AND THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the said owners/applicants petitioned the City of Fort Meade, Florida, (the "City") pursuant to Section 171.044, Florida Statutes, for voluntary annexation of said property into the municipal limits of the City of Fort Meade; and,

WHEREAS, the owners the real property referenced herein is listed as the City of Fort Meade, Florida, and the petition for annexation bears the signature of the Mayor; and,

WHEREAS, the City's staff has reviewed and subsequently recommended approval of the annexation of said property to the City Commission of the City of Fort Meade, Florida (the "Commission"), and have accomplished all actions required under the City Charter and the Code of Ordinances of the City of Fort Meade; and,

WHEREAS, the Commission has determined that the property proposed to be annexed into the City is all within an unincorporated area of Polk County, is reasonably compact and contiguous to the corporate areas of the City of Fort Meade, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclave, and it is further determined that annexation of said property otherwise fully complies with the requirements of State law; and,

WHEREAS, the City has furnished the Board of County Commissioners of Polk County a copy of the notice of annexation by certified mail no sooner than ten (10) days prior to said publication, and said action is hereby ratified and confirmed by the City Commission; and,

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Charter and Code of Ordinances have been followed and satisfied; and,

WHEREAS, the Commission hereby determines that it is to the advantage of the City and in the best interests of its citizens to annex the property described below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FORT MEADE, FLORIDA, AS FOLLOWS:

Section 1. Legislative Findings. The above recitals are hereby adopted and incorporated into this Ordinance as legislative findings of the Commission.

Section 2. Annexation. The Commission hereby annexes into the City of Fort Meade, Florida, the property legally described in **Exhibit "A"** attached to and incorporated into this Ordinance, and graphically depicted in **Exhibit "B"** attached to and incorporated into this Ordinance (the "Annexed Property"). The Commission directs and determines that the boundaries of City as specified by the City's Charter shall be redefined to include the Annexed Property.

Section 3. Effect of Annexation. Upon this Ordinance becoming effective, the property owners of the said Annexed Property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners within the City, as further provided in chapter 171, Florida Statutes, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City, and the provisions of said chapter 171, Florida Statutes.

Section 4. Administrative actions. In accordance with section 171.044(3), Florida Statutes, within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance, with legal description and map, with the Clerk of the Court of Polk County (Land Records/Recording), with the Chief Administrative Officer of Polk County (the County Manager), with the Florida Department of State, and with any additional agencies impacted by said annexation.

Section 5. Land Use and Zoning. The Annexed Property shall, upon its annexation, remain subject to the County's land use plan and zoning or subdivision regulations until the City adopts a comprehensive plan amendment that includes the Annexed Properties, as required by section 171.062, Florida Statutes.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. Severability. Upon a determination by a court of competent jurisdiction that a portion of this ordinance is void, unconstitutional, or unenforceable, all remaining portions shall remain in full force and effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. No Codification. The provisions of this Ordinance shall not be codified, but the Annexed Property shall be incorporated and included in all appropriate maps of the City Limits of the City of Fort Meade, Florida, by the City Manager or the City Manager's designee(s). The City Manager is hereby directed to take any and all appropriate actions relative to land use planning pertaining to the Annexed Property pursuant to this Ordinance.

Section 9. Effective Date. This ordinance shall take effect as provided by state law within ten (10) days of adoption.

Passed on first reading November 14, 2023.

Passed and enacted on second reading December 9, 2023

CITY OF FORT MEADE, FLORIDA

James Watts, Mayor

ATTEST:

Melissa Cannon, Deputy City Clerk

Approved as to form and correctness:

Approved as to substance:

Christopher Berg, City Attorney

Maria Sutherland, Interim City Manager

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Commission of the City of Fort Meade, Florida held on the 9th day of December 2023.

Melissa Cannon, Deputy City Clerk

EXHIBIT "A"
POLK COUNTY, FLORIDA
LEGAL DESCRIPTION

METES AND BOUNDS LEGAL DESCRIPTION

1. Parcel ID: 25-31-35-000000-013020
0 South Washington Avenue, Fort Meade, FL 33841

Legal Descriptions

Parcel Number: 25-31-35-000000-013020 (Per Book 1840, Page 689):

Parcel 1

Begin at the SE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence west along the south line of said West 1/2 a distance of 595 feet, more or less, to the intersection with the thread of Peace River; thence meander northerly along said thread of the river a distance of 2002 feet, more or less, to the intersection with the east line of said West 1/2; thence south along said east line a distance of 1060 feet, more or less, to the Point of Beginning.

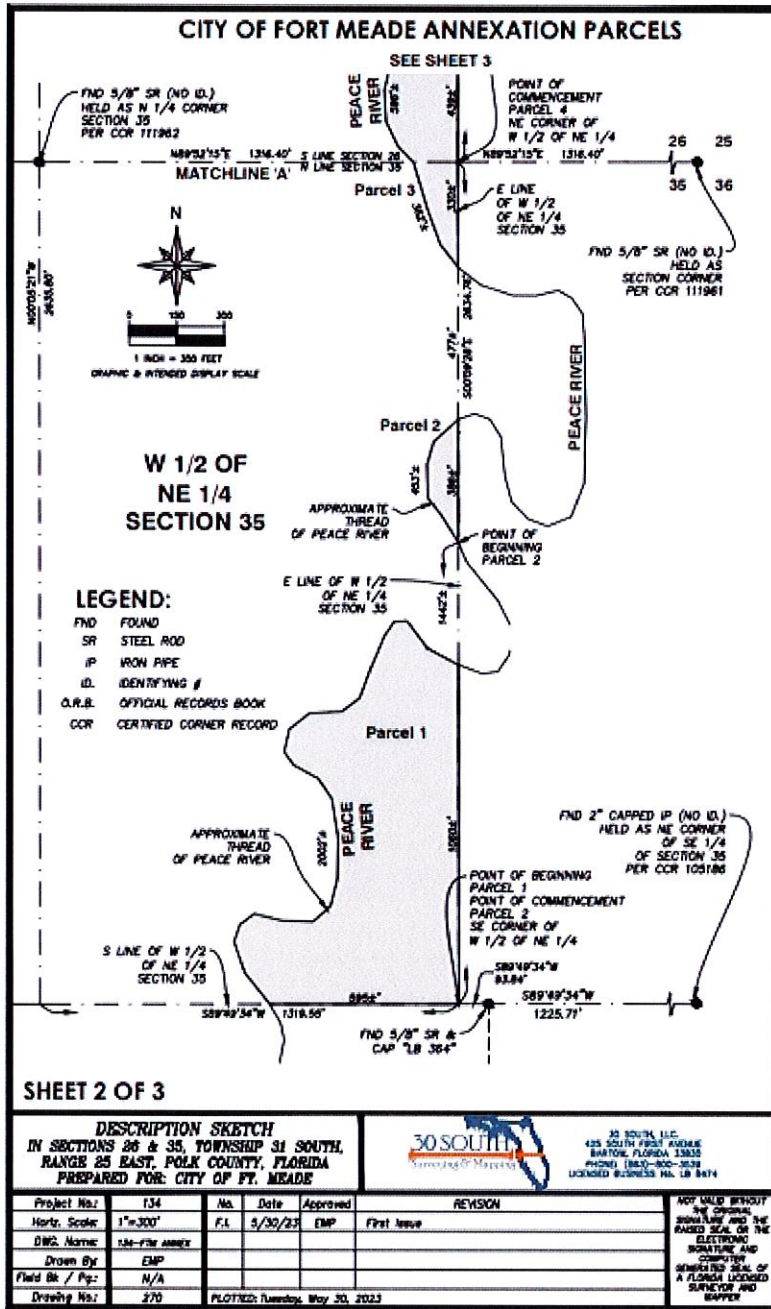
Parcel 2

Commence at the SE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence north along the east line of said West 1/2 a distance of 1442 feet, more or less, to the Point of Beginning at an intersection with the thread of Peace River; thence meander northerly along said thread of the river a distance of 453 feet, more or less, to an intersection with the east line of said West 1/2 of the Northeast 1/4; thence south along said east line a distance of 386 feet, more or less to the Point of Beginning.

Parcel 3

Begin at the NE corner of the West 1/2 of the Northeast 1/4 of Section 35, Township 31 South, Range 25 East, Polk County, Florida; thence south along the east line of said West 1/2 a distance of 330 feet, more or less, to an intersection with the thread of Peace River; thence meander northerly along said thread of river a distance of 362 feet, more or less, to a point on the south line of Section 26, Township 31 South, Range 25 East, Polk County, Florida; thence meander northerly along said thread of river a distance of 596 feet, more or less, to the intersection with the east line of the Southwest 1/4 of the Southeast 1/4 of said Section 26; thence south along said east line a distance of 439 feet, more or less, to the Point of Beginning.

EXHIBIT "B" Location Map







Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website no later than the date notice of the proposed ordinance (2nd reading) is published.

Proposed ordinance's title/reference:

Ordinance 2023-20 Voluntarily Annexing Property. Parcel ID 25313-000000-013020

The City is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
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- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
Ordinance 2023-19 is a city owned, city-initiated annexation of 1.65 acres of land located property in Peace River Park. The public purpose would be to increase the land acreage of the city.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
The adoption of Ordinance 2023-19 should have a positive economic impact as it will increase the land acreage of the city.

3. Estimate of direct compliance costs that businesses may reasonably incur:
No estimated direct costs to any businesses.

4. Any new charge or fee imposed by the proposed ordinance, or any cost for which businesses will be financially responsible:
None

5. Estimate of the City's regulatory costs incurred, including estimated revenues from any new charges or fees to cover such costs:
None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

7. Additional information:
None



**CITY OF FORT MEADE, FLORIDA
STAFF REPORT
FOR COMMISSION MEETING OF NOVEMBER 14, 2023
AGENDA ITEM 9-E**

SUBJECT:

Management of salaried staff work hours.

BACKGROUND:

When I assumed the role of Interim City Manager, I knew I and others would be performing extra duties to compensate for one less person. I cannot bypass the employee handbook for myself. I am bringing this matter to account for myself and other staff who have taken on extra work not typically assigned to them. (*see attached Exhibit "A" excerpt Employee Handbook Sect 4.2*).

I am requesting you to allow salaried staff to bank interim comp time and allow use of those hours as time off or be paid out. These hours would be retroactive from the date I became _____ interim City Manager which was August 21st, 2023.

We will revert to the existing policy once a new City Manager is found.

Note: Per policy- all comp time is pre-approved to control this unfunded liability. This request applies to interim comp only.

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDATION:

Discussion item

<p><u>MOTION</u> Allow salaried staff to bank interim comp time retroactive from August 21, 2023, and to retain those banked hours to be used as time off and/or paid out by August 21, 2024.</p>
--

Created/Initiated By: Maria Sutherland, Interim City Manager _____



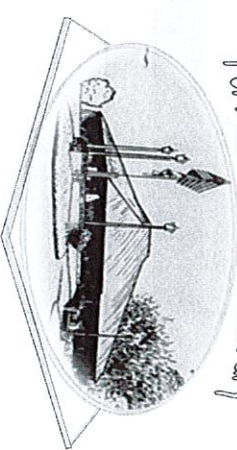
4.2 Compensatory Time for Exempt Employees

Compensatory time is provided only to exempt employees. The use of compensatory time is subject to Department Head and City Manager approval and must be used within six months (6) of its accumulation. Compensatory time should be used as soon as possible and must be used before vacation and sick time accruals; unless, the employee is in jeopardy of losing vacation accruals.

1. Exempt employees may accrue compensatory time, on an hour per hour basis, for all hours worked exceeding eighty hours in a pay period.
2. Non-exempt (hourly) employees are not eligible for compensatory time.
3. Compensatory time cannot exceed 20 hours in each bi-weekly pay period.
4. Earned compensatory time will not be paid in lieu of time off.
5. All compensatory time must be documented on a timesheet as straight time. The Payroll Clerk will record the compensatory time once it is approved by the City Manager.
6. There is no guarantee that an exempt employee's Supervisor will approve time off at any time to enable the employee to use any accrued compensatory time balance.
7. Department Heads must inform the City Manager when an employee has requested to use available compensatory time.
8. It is solely up to the discretion of the City Manager to grant the use of compensatory time.



Fort Meade Public Library



Staff Report – October 2023 Statistics

FY 2023-2024

Submitted by: Kylie Shortt, Library Director

Date: November , 2023

CIRCULATION STATISTICS

Total Circulation of FIM materials in County (including city)	2071
Seed 2 + Bmail 109 + Circ 1558 + Libby/OD 402 + VM 0	
Total Items Circulated within the City of Fort Meade	368
Circulation of Items by Age Group	
Adults (18+)	1280
Juvenile (0-17)	791
Total Checkouts Changes from Last Month	-27
State Books Circulated [Request Filled] (OCLC 2 + FLIN 7)	9
Mobile Wi-Fi Hotspots (13) + Laptops Circulated (0)	13

- Key:**
- Seed**
 - Seed Packets
 - Bmail**
 - Items sent via mail
 - Circ**
 - Number of checkouts for physical items
 - libby/OD**
 - Digital Items
 - VM**
 - Vending Machine



TOTAL MATERIALS

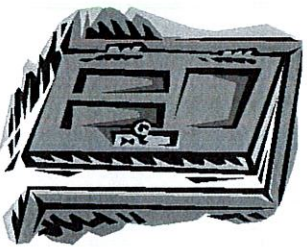
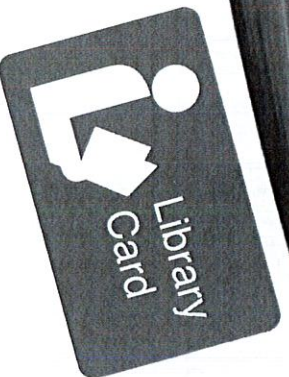
Total Items Available for Checkout	24,855
Total Materials Purchased – New Physical Items	57
Total Materials Discarded/Withdrawn	451
No Circ in 5+ years – 131. Damaged – 320. Duplicate - 0	
Total Materials Donated (& Added to Shelves)	80



COMPARISON CIRCULATION STATISTICS

• For reference, I have listed the circulation count of items within each city. Fort Meade was #2 for most circulated items this month. We beat Lakeland again!

- Auburndale – 19
- Bartow – 19
- Davenport – 26
- Dundee – 2
- Eagle Lake - 2
- **Fort Meade – 368**
- Frostproof – 12
- Haines City – 22
- Lake Alfred - 1
- Lakeland – 325
- Lake Wales – 22
- Mulberry – 11
- Out of Polk County – 10
- Polk County – 409
- Polk City – 6
- TBLC Area – 1
- Winter Haven - 48



NEW LIBRARY CARD HOLDERS

New City Patrons Added	17
New Polk County Patrons Added	1
TBLC Patron Added (Hardee)	0
Total	18

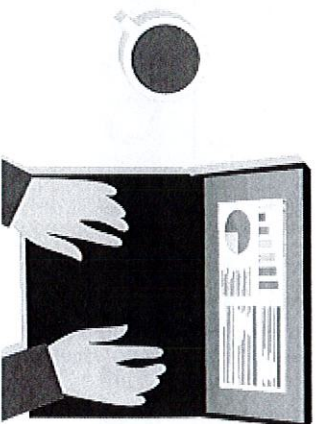
VISITS FROM THE PUBLIC

Total Patron Visits	980
Patron Visit Changes from Last Month	-40

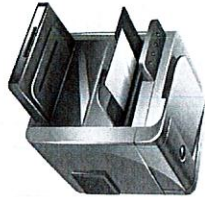
PROGRAMS & ATTENDANCE OCTOBER 2023

Program	Date	Kids (0-5)	Tween (6-11)	Teens (12-17)	Adults (18+)	TOTAL
Take & Make Craft: Sand Art & Scarecrow	All Month	17	28	4	5	54
Tech Help	All Month	0	0	0	14	14
Coffee Bar	Fridays	0	0	0	0	0
Voter Reg					0	0
Eng Storytime	10/3	1	1	0	1	3
Spanish Storytime	10/3	0	0	0	0	0
Family History Help	10/4				4	4
Puzzle Party	10/5	3	2	0	2	7
Craft Demonstration	10/5	0	0	0	0	0
Writing & Journaling Club	10/10	3	1	0	0	4
Color & Chill	10/12	4	1	1	1	7
Local Author	10/17	3	3	2	12	20
Pokémon Club	10/19	0	3	2	0	5
Teen Comic Club	10/24			0		0
Christ. Fic Bk Club	10/24				0	0
Outreach MHP	10/25				13	13
Chess Club	10/26	2	0	2	1	5
Pumpkin Decorating Contest	All Month	1	3	0	1	5

Total Programs Offered	29
Kids (Ages 0-5) - Attendance	34
Tween (Ages 6-11) – Attendance	39
Teen (Ages 12-17) - Attendance	11
Adult (Ages 18+) - Attendance	53
Total Attendance (In-Person Programs)	137
YouTube Videos (Views) (1 new video)	49



SOCIAL MEDIA STATISTICS



SERVICES

Faxing Total	365
Notary Total (people helped)	4
Number of Stamps	4
Total Pricing Earned	\$8.00
Public Access Computer Usage (in Hours)	51h 20m
Number of People (different)	104



Facebook	310 page likes, 398 page follows
Increase from Last Month	+10 likes, +13 page follows
Instagram	186 followers
Increase from Last Month	+0 followers
YouTube	74 subscribers
Increase from Last Month	+0 subscriber



MONTHLY ACTIVITY REPORT

- **October 3** – Department Head Meeting 9:00 AM
- **October 9** – Friends of the Library Meeting --- Cancelled due to lack of quorum
- **October 10** – Commission Meeting (virtual)
- **October 18** – CEP Marketing Session with PCLC (virtual) 2:00 PM
- **October 20** – PCLC Governing Board Meeting (virtual) 10:00 AM
Discussing the renewal contract for Sirsi, including CloudSource
- **October 25** – Outreach Program: Crafts with Seniors at the MHP 10:00 AM
- Weeding and Discarding of Adult Fiction, Adult Non-Fiction, Adult Reference, DVD's, Junior Fiction
- Book-o-ween Pumpkin Decorating Contest Entries (5)

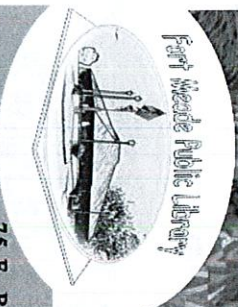
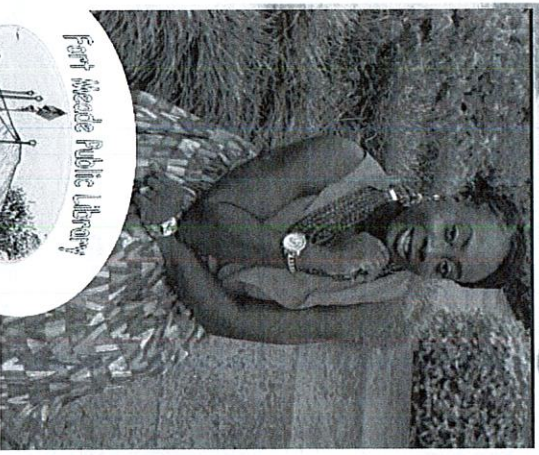


PARTNERED OCTOBER PROGRAMS

Local Author Book Reading & Book Signing Series

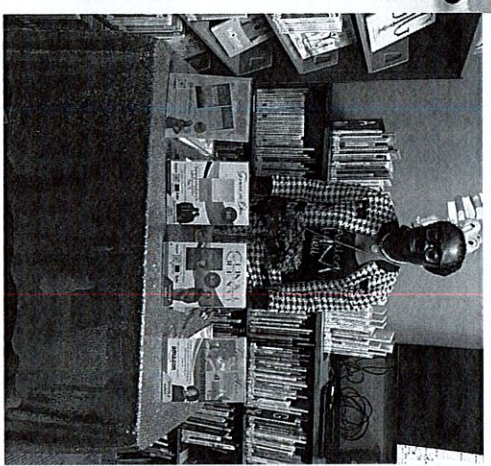
Tuesday
October 17th
5:30 PM

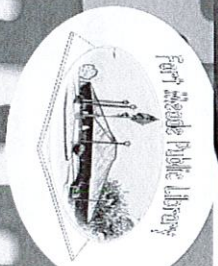
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FORT MEADE PUBLIC LIBRARY
75 E. BROADWAY ST. FORT MEADE, FL 33841





PUZZLE Party!

Every 1st Thursday
All Day Drop-In
All Ages Welcome.

Join us for jigsaw
puzzles, crosswords,
and sudoku!

Made with PosterMyWall

FORT MEADE PUBLIC LIBRARY
75 E. BROADWAY ST. FORT MEADE, FL

OCTOBER PROGRAMS





POKEMON CLUB

Every 3rd Thursday
3:30 PM - 4:30 PM

Calling all Pokemon Trainers!
Join us for card trading, battling, and
Pokemon Go, and more!

Bring your own cards and devices.



Fort Meade Public Library
75 E. Broadway St. Fort Meade, FL 33841

Media with Power@MyMail.com

OCTOBER PROGRAMS



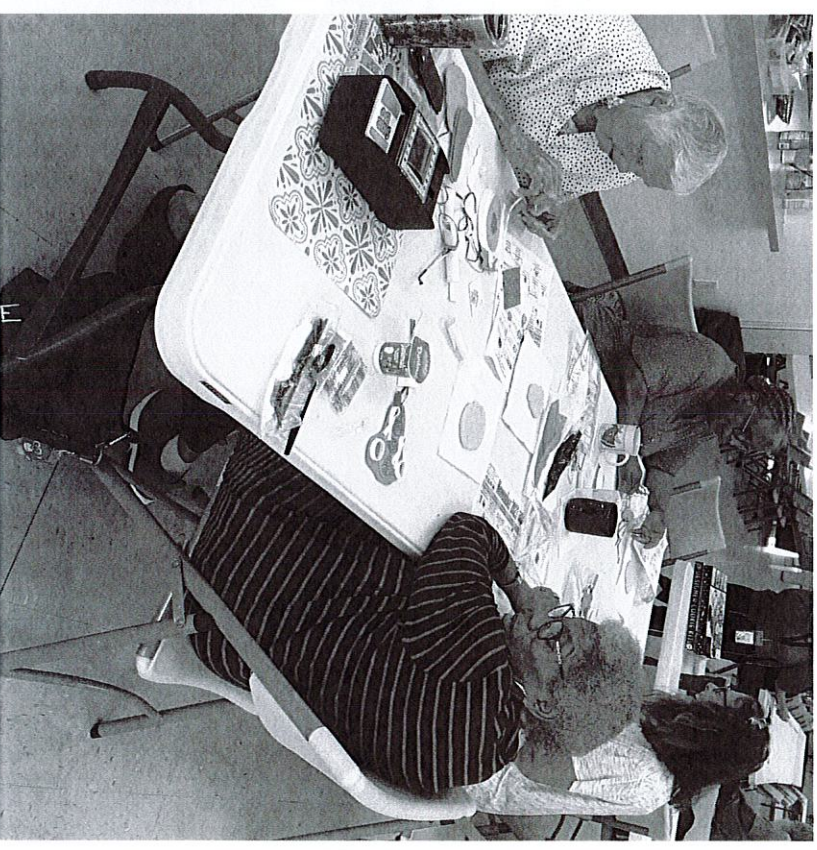
OCTOBER COMMUNITY OUTREACH

Wednesday, October 25

Mobile Home Park's Activity Center

- Shared information about library services
- Signed people up for library cards
- Handed out and completed the monthly craft

Reached: 13 seniors



GRANT SURVEY

It has been posted to the following for the public since August:

- Library's webpage
- Google
- Library's Instagram
- Library's Facebook
- City's Facebook
- Library Front Door
- Handouts at Front Desk

Available in English & Spanish

WE WANT YOUR FEEDBACK

Survey for Multi-Purpose Community Facility

ATTENTION: The City of Fort Meade is applying for a special grant on Friday, October 13th. Fort Meade residents, we need your help! We need the community's feedback to assess the need for a Multi-Purpose Community Facility.

The design would include the following:

- Director
- Classrooms for workforce training
- Computer Lab
- Reproductive Privacy Rooms
- New Public Library Program
- Community Space for Reception, Events, etc.

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Survey for Multi-Purpose Community Facility

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81
submissions

WE WANT YOUR FEEDBACK

Encuesta para instalaciones comunitarias de usos múltiples

ATTENCIÓN: La ciudad de Fort Meade solicitará una subvención especial el viernes 13 de octubre.

Residentes de Fort Meade, necesitamos su ayuda! Necesitamos los comentarios de la comunidad para evaluar la necesidad de una instalación comunitaria de usos múltiples.

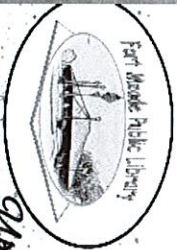
El diseño incluiría lo siguiente:

- Refugio
- Aulas para la formación laboral
- Laboratorio de computación
- Sala de privacidad de maternidad
- Nueva ubicación de la biblioteca pública

DOCS.GOOGLE.COM

Encuesta para instalaciones comunitarias de usos múltiples

ATENCIÓN : La ciudad de Fort Meade solicitará una subvención especial el ...



Upcoming Events at the Fort Meade Public Library

NOVEMBER 2023

REGULAR PROGRAMS

Take & Make Craft Kit: Thank You Cards

Available All Month for All Ages. *White Supplies Last*

Craft Demonstrations on: Thursday, November 2
Adults 10:30 AM Kids 3:30 PM

Kids Storytime

Tuesday, November 7

English at 3:30 PM Spanish 4:00 PM

Join us for book readings, songs, and a craft! Ages 0 - 10

Puzzle Party for All Ages

Thursday, November 2 - All Day Drop-In

Improve your problem-solving skills by completing jigsaw puzzles, crosswords, and sudoku.

Color & Chill for All Ages

Thursday, November 9 - All Day Drop-In

Join us for coloring & painting. We will provide the supplies.

Pokemon Club for Kids, Tweens, & Teens

Thursday, November 16 at 3:30 PM

Bring your own trading cards, Battle, Trade, and more!

Checkmate Chess Club

Thursday, November 30 ~~ALL DAY~~ 11:00 AM

Adults 10:30 AM, Teens 2:30 PM, Kids 3:30 PM
All levels welcome to participate.

Journaling & Writing Club

Tuesday, November 14

Adults 10:30 AM, Teens 2:30 PM, Kids 3:30 PM

Bring Your Own Journal or Notebook
Write songs, poetry, short stories, etc.

Adult Christian Fiction Book Club

Tuesday, November 28 at 9:00 AM

Join us for a book discussion of
"Windswept Way" by Irene Hannon



SPECIAL EVENTS

Free Coffee Bar & Study Time

Every Friday - 7:30 AM to 5:00 PM
For patrons that check out a book!

Family History Research Help

Wednesday, November 1 at 2:00 PM
Learn how to organize, record data, search sources,
select best programs and websites.

REGISTRATION REQUIRED

Garden Club

Thursday, November 9 at 1:30 PM

Join us as we learn about butterflies and other
pollinators from a Florida Master Gardener.

Thanksgiving Word Scramble

Monday, November 20 - All Day Drop-In

Thanksgiving Scavenger Hunt

Tuesday, November 21 - All Day Drop-In

Family Friendly Film

Wednesday, November 22 at
9:00 AM & 1:00 PM

Charlie Brown Thanksgiving (PG)

Technology Help

By Appointment Only

Do you have questions about your smartphone,
laptop, or tablet? Bring your own device.

**Notice: We are not IT specialists. We can assist
with computer basics, but nothing more**

Phone:

(863) 285-8287

Hours of Operation:

Mon Wed Fri 7:00 AM - 3:30 PM

Tue Thu 9:30 AM - 6:00 PM

Closures:

Friday, November 10

Thursday & Friday, November 23 & 24



@fmlibrary1976

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NOVEMBER EVENTS

Events for all ages!

















Literary, Arts & Crafts, Games, Technology, and more!

Hours of Operation:
 Mon Wed Fri 7:00 AM - 3:30 PM
 Tue Thu 9:30 AM - 6:00 PM
 Phone: (863) 285-8287
 Website: www.cityoffortmeade.com

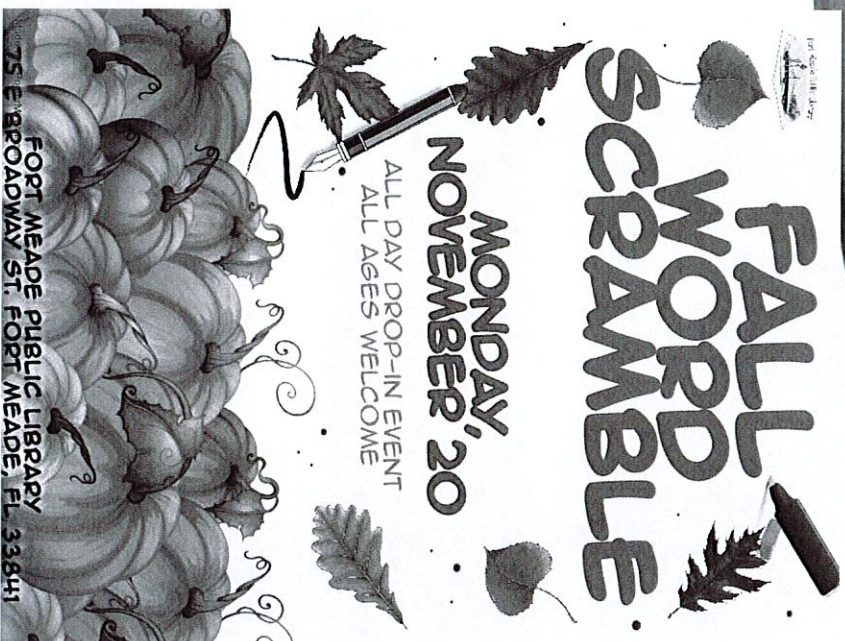


November 2023



Monday	Tuesday	Wednesday	Thursday	Friday
6 Tech Help by Appointment Only  	7 Kids Storytime English 3:30 PM Spanish 4:00 PM 	8 	9 Garden Club: Butterflies Color & Chill All Ages—1:30 PM Painting & Coloring 	10 CLOSED 
13 	14 Journaling & Writing Club Teens 2:30 PM Kids 3:30 PM Adults 10:30 AM 	15 	16 Pokémon Club Trade, Battle, Pokémon GO Kids, Tweens, & Teens 3:30 PM - 4:30 PM 	17 Free Cup of Coffee When you check out a book! 7:30 AM - 3:00 PM 
20 Fall Word Scramble All Ages—All Day Drop-In 	21 Fall Scavenger Hunt All Ages—All Day Drop-In 	22 Family Friendly Film: Charlie Brown Thanksgiving 9:00 AM & 1:00 PM 	23 CLOSED 	24 CLOSED 
27 	28 Christian Fiction Book Club <i>Windswept Way</i> by Irene Hannon For Adults 5:00 PM 	29 	30 Check Mate! Chess Club Adults 10:30 AM Teens 2:30 PM Kids 3:30 PM 	

NOTABLE NOVEMBER PROGRAMS



FALL WORD SCRAMBLE

MONDAY, 20 NOVEMBER, 20

ALL DAY DROP-IN EVENT
ALL AGES WELCOME

FORT MEADE PUBLIC LIBRARY
75 E. BROADWAY ST. FORT MEADE, FL 33841



Tuesday, November 21

Fall Scavenger Hunt

ALL DAY DROP-IN EVENT
ALL AGES WELCOME.

FORT MEADE PUBLIC LIBRARY
75 E. BROADWAY ST. FORT MEADE, FL 33841



Family Friendly Film

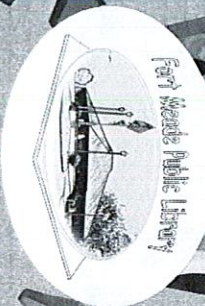
Charlie Brown THANKSGIVING

Wednesday, November 22
9:00 AM & 1:00 PM

FEATURING CHARLIE BROWN THANKSGIVING (G)

FORT MEADE PUBLIC LIBRARY
75 E. BROADWAY ST. FORT MEADE, FL 33841

NOTABLE NOVEMBER PROGRAMS



NOVEMBER TAKE & MAKE CRAFT KIT

ALL MONTH PICK-UP WHILE SUPPLIES LAST.

ADULTS
THANK YOU CARDS
DEMONSTRATION: THURSDAY, NOVEMBER 2 AT 1030 AM

KIDS
THANK YOU CARDS
DEMONSTRATION: THURSDAY, NOVEMBER 2 AT 330 PM

Made with Fort Meade Public Library funds



FAMILY HISTORY RESEARCH HELP WITH PRISCILLA PERRY

1st Wednesdays
2:00 - 3:00 PM

September through February

REGISTRATION REQUIRED

This workshop is personalized to help everyone get on the path to find their roots and is for beginners and the experienced. Learn how to organize, record data, search sources, select best programs and websites.

You will need to bring a spiral notebook or binder with paper. If possible, bring your own laptop.

To sign up, email kshott@cifyofortmeade.com OR call 863-285-8287



Garden Club

THURSDAY,
NOVEMBER 9
1:30 PM

Topic:
Butterflies

FORT MEADE PUBLIC LIBRARY
75 E. BROADWAY ST. FORT MEADE, FL 33841

Made with Fort Meade Public Library funds

NOVEMBER CLOSURE DATES

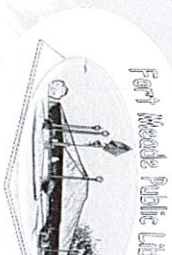


Fort Meade Public Library

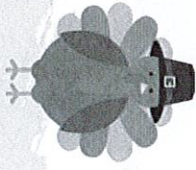


*Fort Meade Public Library
will be CLOSED on
Veterans Day
NOVEMBER 10*

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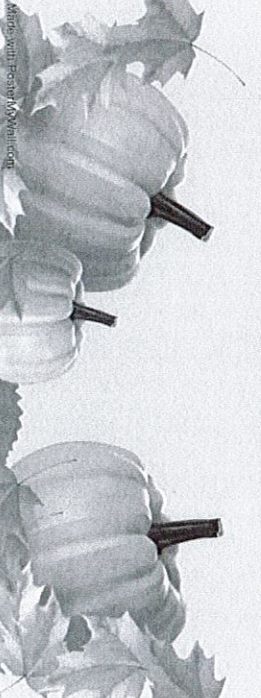


Fort Meade Public Library



Fort Meade Public Library's
Thanksgiving Hours:

CLOSED
Thursday, November 23
Friday, November 24



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OCT 2023

FLOWS 23,410,000 gallons

WATER

WATER PLANT DAILY CHECK

WELL # 1	CHECKED DAILY	CHECK CHLORINE CYLINDERS PRE & POST TREATMENT
WELL # 2	CHECK WEEKLY	CHECK RESIDUAL AT POINT OF ENTRY TO DISTRIBUTION SYSTEM.
WELL # 3	CHECKED DAILY	CHECK HIGH SERVICE PUMPS 1 2 & 3
WATER TOWER	CHECKED DAILY	RUN WELLS ON HAND ONCE A WEEK
WATER PLANT GEN	CHECKED MONTHLY	TAKE DAILY READINGS
WELL # 2 GEN	CHECKED MONTHLY	
WELL AT PRP	CHECKED DAILY	

METER CHANGEOUTS 4

SYSTEM

CALLOUTS 5 **LOCATES** 44

NEW SERVICES 9

WORK ORDERS

<u>DATE</u>	<u>ADDRESS</u>	<u>REASON</u>
10/3/2023	Tecumseh Barn Museum	Water leak broken spigot
10/3/2023	501 N Cleveland Ave.	Pressure complaint/meter failed
10/5/2023	1004 Ohio Str. (CMHP)	CALL OUT water leak customer side
10/7/2023	308 Sherwood Dr.	CALL OUT shut off for customer repair
10/9/2023	303 N Seminole Ave.	water pressure complaint
10/9/2023	307 E Broadway Str.	CALL OUT water leak customer side
10/10/2023	Hydrants 50,51,54	Conducted Fire flow testing for WAWA Project
10/11/2023	Water Tower	Overflow controls failure
10/12/2023	1000 New York Str	Installed Meter CMHP(previously unmetered)
10/12/2023	4th Str. NE and N Palmetto Ave.	Water leak city side
10/13/2022	508 SE Lime Str.	Water leak city side
10/16/2023	Tecumseh Barn Museum	Water Leak customer side
10/16/2023	S Brown & W Broadway Str. HYD#184	Construction meter install

10/16/2023	118 S Oak Ave.	Meter box ran over
10/16/2023	402 SE 3rd Str.	Replaced meter lid
10/16/2023	200 MLK(SE 4th Str.)Ave.	Broken meter replace
10/17/2023	1000 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/17/2023	1006 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/17/2023	1024 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/17/2023	1030 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/17/2023	1042 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/17/2023	1036 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/17/2023	1048 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/17/2023	1048 Wisconsin Str.	Installed Meter CMHP(previously unmetered)
10/19/2023	303 N Seminole Ave.	replaced service line to tap
10/19/2023	702 S French Ave.	6" water main leak repaired at joint
10/20/2023	501 E Broadway Str.	water leak city side
10/23/2023	809 E Broadway Str.	water leak city side
10/23/2023	6th Str. & S. Perry Ave.	Relocate Hydrant Construction Meter
10/25/2023	202 NE 6th Str.	Repaired contractor damage to meter service
10/27/2023	732 E Broadway Str.	Meter change out
10/27/2023	802 Olandt Ave.	Inspect for water leak
10/29/2023	Patterson Park	CALL OUT Water leak city backflow
10/29/2023	SE Pine	CALL OUT Water leak city service line
10/30/2023	825 E Broadway Str.	New Service Line and meter change out
10/30/2023	707 N Nashua Ave.	Replaced curbstop and meter change out
10/31/2023	609 N Lanier Ave.	Water pressure complaint
10/31/2023	113 SE Pine Ave.	Installed lock
10/31/2023	Water Tower	Exercising valves tower project prep
10/1/2022	10/16/2023	17 reads, turn ons, turn offs
10/1/2021	10/31/2021	12 hydrants flushed and serviced
10/1/2021	10/31/2021	21 system valves serviced and excersised.

Flows Treated Sewer 17,484,000 gallons
Water Reclaimed 18,218,000 gallons

SEWER

DAILY CHECKS AT W.W.T.P

LIFT STATIONS

CHEROKEE	CHECKED DAILY	7 AM TILL 2 PM HOURLY SAMPLES TO TEST PH & RESIDUAL
HAMMOCK LAKE	CHECKED DAILY	CHECK AN CLEAN CLARIFIERS
GREAT OAKS	CHECKED DAILY	CHECK GRID BIN DUMP TWICE A WEEK
SAND MT	CHECKED DAILY	DECANT DIGESTERS AS NEEDED WASTE DAILY TO 10 TO 15 % TVC
RIVER RIDGE	CHECKED DAILY	CALIBRATE PH & CL2 WERERS DAILY FOR TESTING
ROBERTS	CHECKED DAILY	MOW & WEED EAT GROUNDS
OAK VIEW LAKES	CHECKED DAILY	8 HR COMOSITIES DEP STANDARD
		OTHER SAMPLING AS REQUIRED

SYSTEM**CALLOUTS****2 NEW SERVICES****3****WORK ORDERS**

DATE	LOCATION	REASON
10/4/2023	510 N Pine Ave.	New build sewer Tap
10/10/2023	Cherokee LS 6	CALL OUT VFD fault Pump #1
10/11/2023	1st Street SE at DollarStore	Collapse sewer at the manhole
10/13/2023	WWTP	Quarterly Pump, Blower, Motor Inspection & Maint.
10/16/2023	202&210 6th Str. NE	New build sewer taps
10/29/2023	Cherokee LS 6	CALL OUT VFD fault Pump #1
10/30/2023	W Broadway Str.	Sewer Backup,jetted mainlines



**COUNT OF PERMITS
BY PERMIT TYPE AND WORKTYPE
FORT MEADE
10/01/2023 to 10/31/2023**

Permit Type	Work Type	Number of Permits
COMMERCIAL NEW		
	Addition	3
		<hr/> 3
COMMERCIAL RENOVATION		
	Siding (Stucco or Wood)	1
		<hr/> 1
DEMO		
	Residential	1
		<hr/> 1
GAS		
	Natural	1
		<hr/> 1
MECHANICAL		
	HVAC	1
		<hr/> 1
POOL		
	Permits	1
		<hr/> 1
RE-ROOF		
	Permits	16
		<hr/> 16
RESIDENTIAL ACCESSORY		
	Carport	3
	Shed	1
		<hr/> 4
RESIDENTIAL NEW		
	Single Family	1
		<hr/> 1
RESIDENTIAL RENOVATION		
	Remodel	4
	Screen Room or Screen Cage	1
	Siding (Stucco or Wood)	1
		<hr/> 6

RESIDENTIAL WINDOW-DOOR

Permits

3

3

SIGN

Permits

5

5

Total Number of Permits:

43