CITY OF BELLEVIEW AGENDA
City Commission Meeting

Belleview City Hall
Commission Room
5343 SE Abshier Blvd.
Belleview, FL
June 3, 2025
6:00 PM

Christine Dobkowski, Mayor
Seat 2 Ray Dwyer, Commissioner
Seat 3 Ronald T Livsey, Commissioner
Seat 4 Robert "BO" Smith, Commissioner
Seat 1 Michael Goldman, Commissioner

Welcome to the City of Belleview Commission meeting. The Commission regularly meets the first and third Tuesday of every month at 6:00 pm, unless otherwise noted. The Commission meetings are open to the public, and the Commission encourages and values your opinions as they move forward in the decision-making process.

As a courtesy to others, please silence your cell phone or other electronic devices before entering the Commission Chambers. If you need to take a call, please step outside.
In accordance with the Americans with Disabilities Act, persons needing assistance with any of these proceedings should contact the City Clerk's office at least 48 hours in advance of the meeting at Lmerritt@belleviewfl.org or 352-245-7021 extension 2109.

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE - COMMISSIONER SMITH

ROLL CALL

APPROVAL OF MINUTES

Approval of the 05-20-2025 Commission Meeting Minutes
05/20/2025 Commission Meeting Minutes

PUBLIC HEARING: FINAL HEARING

Public Hearing: Final Reading - Ordinance 2025-06 Economic Development Incentives
2025-06 Economic Incentives Ordinance
Business Impact Estimate - Economic Development Incentives

PROCLAMATION:

Code Enforcement Officer Appreciation Week
Code Enforcement Officer Appreciation Week

PRESENTATION:

Holiday Outdoor Decor - Light Up Lake Lillian Presentation
Holiday Outdoor Decor Quote

Holiday Lighting Presentation

UNSCHEDULED AUDIENCE:

Unscheduled Audience

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

Updates: City Clerk

Development Services: Updates

Updates: Finance Department

Updates: Public Works Department - Comprehensive Vulnerability Assessment Grant Agreement
25PLN02 - Comprehensive Vulnerability Assessment Agreement
Memo - Vulnerability Assessment Grant

Updates: Chief of Police

Updates: Information Technology

Updates: City Attorney - Committee Appointment for Collective Bargaining with Fraternal Order of Police (FOP)

Updates: City Administrator

COMMISSION UPDATES:

Commission Updates

Mayor: Sports Plex conversation

Approval of Minutes

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Approval of the 05-20-2025 Commission Meeting Minutes

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Approval of Minutes

BACKGROUND:

RECOMMENDED ACTIONS:

Motion to approve as received or as amended the 05-20-2025 Commission Meeting Minutes

ATTACHMENTS:

05/20/2025 Commission Meeting Minutes

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

CITY OF BELLEVIEW
CITY COMMISSION MEETING
MINUTES

Belleview City Hall
Commission Room
5343 SE Abshier Blvd.
Belleview, FL
May 20th, 2025
6:00 PM

Mayor CHRISTINE K. DOBKOWSKI
Seat 1 MICHAEL J. GOLDMAN
Seat 2 RAY DWYER
Seat 3 RONALD T. LIVSEY
Seat 4 ROBERT "BO" SMITH

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE – Commissioner Dwyer

ROLL CALL OF COMMISSIONERS: Present: Smith, Goldman, Dwyer, Livsey, Dobkowski

APPROVAL OF MINUTES:

a. **05-06-2025 Commission Meeting Minutes**

Motion made by Commissioner Dwyer to approve the 05-06-2025 Commission Meeting Minutes as presented; seconded by Commissioner Smith.

Motion was called by a roll call vote. Ayes: Smith, Goldman, Dwyer, Livsey, Dobkowski

PUBLIC HEARING: FINAL READING

a. **PH – Final Reading: Ordinance 2025-05 Mobile Vendor Ordinance**

Mayor Dobkowski read Ordinance 2025-05, Mobile Vendor Ordinance, Final Reading, Title Only. DSD Chancey reviewed the Ordinance which was approved upon first reading at the May 6, 2025 Commission meeting. This Ordinance allows roadside and mobile vendor trucks be allowed to connect to electricity with the property owner's permission.

Mayor Dobkowski stated this is a Public Hearing and asked if anyone in the audience had any comments. No one came forward

Motion made by Commissioner Goldman for the approval of Ordinance 2025-05 on Final Reading; seconded by Commissioner Livsey.

Motion was called by a roll call vote. Ayes: Smith, Goldman, Dwyer, Livsey, Dobkowski

Attorney Landt clarified that this ordinance covers an electrical connection only, and not permanent parking of a mobile vendor.

PUBLIC HEARING: FIRST READING

a. PH – First Reading: Ordinance 2025-06 Economic Development Incentives

Mayor Dobkowski read Ordinance 2025-06, Economic Development Incentives, First Reading, Title Only. DSD Chancey reviewed the Ordinance which establishes the use of an economic development expendable trust fund and sets the parameters for the types of incentives, criteria for job creation, criteria for receiving grants, and grant agreements. DSD Chancey is currently working on a scoring sheet for the program and will be bringing the draft to the next meeting.

Mayor Dobkowski stated this is a Public Hearing and asked if anyone in the audience had any comments. No one came forward

Commissioner Smith voiced concerns regarding the impact on the Belleview taxpayers and availability of funding. FD Strausbaugh stated that incentives would be on a case-by-case basis dependent on the budget and other factors.

The Commission further discussed the benefits of the program and that all requests will have to be approved at a public meeting.

Motion made by Commissioner Goldman for the approval of Ordinance 2025-06 on First Reading; seconded by Commissioner Dwyer.

Motion was called by a roll call vote. Ayes: Goldman, Dwyer, Livsey, Dobkowski
Nays: Smith

PRESENTATION:

a. Litter Task Force Update

Lacey Larramore with the Marion County Litter Task Force presented an update on their work to date and introduced their mascot, Rubbish, to the Commission.

a. City of Belleview Challenge Coins

Events and Promotions Manager, Robert Vass, proposed creating an official challenge coin featuring the city seal and reflecting values such as service, integrity, and community pride at the cost of $1200 for the initial order. The coins will be given to employees upon reaching one year of service, board and committee members, citizens participating in engagement programs, and each Commissioner will be given five (5) per year to award at their discretion.

Mayor Dobkowski asked if anyone in the audience had any comments.

Nelton Dsouza, owner of Alicy's Belleview Storage, would like to donate $250 towards the project.

Motion made by Commissioner Livsey to approve the purchase and distribution of the Challenge Coins; seconded by Commissioner Goldman.

Commissioner Smith requested clarification on the project. Mr. Vass discussed the distribution of the coins and Chief Holland shared the history of challenge coins. The Belleview Police Department currently has a challenge coin program.

Motion was called by a roll call vote. Ayes: Smith, Goldman, Dwyer, Livsey, Dobkowski

Commissioner Goldman left the room at 6:29pm.

a. Founder's Day Review

Robert Vass, Events and Promotions Manager, presented a review of the Founder's Day celebration with Betty Otero, Chair of the Gregg Smith Automotive Car Show. The proceeds of the car show and raffles resulted in $1500 donation to the United Way on behalf of the city. Betty Otero stated the community is eager to partner with the City again in the future.

Commissioner Goldman rejoined the meeting at 6:32pm.

UNSCHEDULED AUDIENCE:

No one came forward

OTHER CITY BUSINESS/DEPARTMENT UPDATES:

a. City Clerk: N/A

b. Finance Department: April 2025 Financial Report

FD Strausbaugh presented the Commission with the financial report for April 2025.

c. Public Works: Chlorine Building at Well #5

PWD Titterington reported a structural failure in the flooring of the chlorine building at Well #5. He requested $11,800 for the replacement of the building with a slab and pavilion similar to the enclosure at the Splash Pad.

Mayor Dobkowski asked if anyone in the audience had any comments. No one came forward

Motion made by Commissioner Smith to approve the building; seconded by Commissioner Goldman.

Motion was called by a roll call vote. Ayes: Smith, Goldman, Dwyer, Livsey, Dobkowski

PWD Titterington stated that he had received a proposal for the traffic study at Foss Road and Front Road and will be moving forward with it.

d. Police Department: Surplus Vehicle

Chief Holland requested to declare the inoperative 2014 Ford Explorer as surplus and sell the vehicle through Week's Auction.

Motion made by Commissioner Goldman to surplus and sell the vehicle; seconded by Commissioner Smith.

Mayor Dobkowski asked if anyone in the audience had any comments. No one came forward

Motion was called by a roll call vote. Ayes: Smith, Goldman, Dwyer, Livsey, Dobkowski

a. Development Services: The pink ice cream store, now known as Manny's Ice Cream, is opening on Thursday, May 22, 2025.

b. Information Technology: Absent

c. Administrator: Information Technology Grants

Administrator Moody stated that ITD Towne applied for a grant with Florida Digital Services for solutions in security and auditing requirements with potential savings of $50,000-100,000 to the city.

d. Legal Services: Annexation Agreements

At a previous meeting, Attorney Landt reviewed changes to annexation agreements. One such agreement has been drafted with a developer and will be presented at the next meeting.

e. Administrator: Dress Code and Appearance Policy

Administrator Moody presented the Dress Code and Appearance Policy for Non-Uniformed Personnel. The proposed policy reflects the Commission's direction to permit jeans as part of a business casual standard, with guidelines for appropriate appearance, prohibited attire, personal hygiene, and representation at external events.

Motion made by Commissioner Dwyer to approve the Dress Code and Appearance Policy; seconded by Commissioner Goldman.

Motion was called by a roll call vote. Ayes: Smith, Goldman, Dwyer, Livsey, Dobkowski

Administrator Moody discussed the need for a capital meeting for the upcoming fiscal year. Mayor Dobkowski responded that a separate meeting date would not be necessary; the meeting can occur prior to the Regular Commission Meeting on July 1st.

COMMISSION UPDATES:

Commissioner Dwyer: N/A

Commissioner Livsey: N/A

Commissioner Goldman: N/A

Commissioner Smith: Reiterated that he was unable to attend the Withlacoochee Regional Water Supply Authority meeting. No commissioners were able to attend.

Mayor Dobkowski: N/A

Adjournment: Meeting adjourned by Mayor Dobkowski at 6:40 PM.

Attest:

_____
Lezli Merritt, MPA
City Clerk

Public Hearing Final Reading

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Public Hearing: Final Reading - Ordinance 2025-06 Economic Development Incentives

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Public Hearing: First Reading

BACKGROUND:

At the April 15th Commission meeting, the Board directed Development Services staff to work with Attorney Landt to develop an Economic Development Incentives program for the city. The proposed ordinance establishes the use of an economic development expendable trust fund and sets the parameters for the types of incentives, criteria for job creation, criteria for receiving grants, and grant agreements.

Incentive recipients may qualify for multiple incentives and/or other incentives at the discretion of the commission. Incentives include:

1. Direct incentives from the City in the form of reimbursements and refunds of fees, such as taxes; incentives may be graduated to increase or decrease year-to-year.
   - Building permit fees - Up to a maximum of 60% of the city's share
   - Police Impact fees - Up to 100% based on investment amount
2. Other incentives on a case-by-case basis at the commission's discretion
3. Job credits
4. Business Tax Receipts

This ordinance sets criteria for job creation of full-time or full-time equivalent jobs based on the Ocala MSA wages, medical insurance offered, and sets a minimum of 10 jobs created.

Eligibility criteria are also established for capital investment amounts inside the CRA ($250,000) and outside the CRA in city limits ($1,000,000), as well as proposed project purposes or uses.

This ordinance was presented at the May 20th meeting and approved on First Reading.

RECOMMENDED ACTIONS:

Approve as presented or amended Ordinance 2025-06 on Final Reading, Title Only.

ATTACHMENTS:

2025-06 Economic Incentives Ordinance
Business Impact Estimate - Economic Development Incentives

ORDINANCE 2025-06

AN ORDINANCE AMENDING CHAPTER 45 TO ADD ARTICLE II. REGARDING ECONOMIC INCENTIVES; PROVIDING INTENT AND PURPOSE, DEFINITIONS AND APPLICABILITY; PROVIDING FOR AN ECONOMIC DEVELOPMENT EXPENDABLE TRUST FUND AND USE OF SAID TRUST FUNDS; PROVIDING FOR AUTHORIZED INCENTIVES; PROVIDING FOR SPECIAL INCENTIVES, PROVIDING CRITERIA FOR JOB CREATION; PROVIDING CRITERIA FOR GRANTING INCENTIVES AND ADMINISTRATIVE CRITERIA; PROVIDING FOR GRANT AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 45 of the City Code provides for Grants.

WHEREAS, the City Commission finds that it is in the public interest to attract businesses and thereby increase the tax base of commercial property within the City and thereby benefit the public welfare by broadening the distribution of the burden of taxes.

WHEREAS, the City Commission finds that it is in the public interest to provide certain economic incentives to attract business and commercial entities to the City as provided hereinafter.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Belleview, Florida that Chapter 45 regarding Grants of the City Code is amended to add Article II to establish economic incentives, which Article shall read as follows:

CHAPTER 45. GRANTS

"**ARTICLE II. ECONOMIC DEVELOPMENT INCENTIVES**

Sec. 45-09. Title

Sec. 45-10. Name.
This ordinance shall be known and may be cited as the "City of Belleview Economic Development Incentives Ordinance."

Sec. 45-11. Intent and purpose.

(a) The intent of this Article is to establish a sound business tax base in the City of Belleview and promote the increase of said tax base to benefit all residents in the City by broadening the distribution of the burden of said taxes.

(b) The purposes of this chapter are as follows:

(1) To create an economic development incentives program to attract, retain, and provide favorable conditions for the growth of businesses that provide high-quality employment opportunities for the citizens of the City of Belleview and enhance the economic foundations of the city.

(2) To promote public support of economic projects to foster, promote, and enhance economic development and redevelopment efforts in the city and the

Community Redevelopment Agency (CRA) area (in which development is challenged by blight, history), and changes in growth patterns over the years.

(3) To establish an expendable incentives trust fund to assist in attracting and retaining said businesses.

(4) To establish criteria for the City of Belleview to enter into an agreement with a person, firm or corporation that undertakes a development or redevelopment project consistent with the city's Downtown Belleview Redevelopment Plan and/or comprehensive plan and the provisions herein.

(5) To provide the criteria to be considered by the city commission in its analysis of projects seeking incentives.

Sec. 45-12. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where context clearly requires otherwise:

(a) *Average wage* means the average of all wages and salaries in the Ocala MSA. The average wage will be that wage estimated or calculated by the most recent state Department of Labor statistics.

(b) *Base wage* means compensation received by an employee for fulfilling job functions. Compensation may include benefits such as, but not limited to, medical insurance and employer-funded retirement plans. Compensation shall not include benefits such as payment of any mandatory federal employer contribution, state employer contribution, vacations, holidays, or sick leave.

(c) *Business or industry* means any business entity authorized to do business in the state, city, or county, including all members of an affiliate group of corporations.

(d) *Capital investment* is defined as an activity that adds value to the city’s tax base by the acquisition and/or improvement of real property.

(e) *Claw-back obligation* is defined as a provision for repayment of all or part of an incentive grant.

(f) *Cumulative capital investment* is defined as the capital investment in the development of multiple real properties during a maximum period of five years.

(g) *Community Redevelopment Agency area* means the area created by the Downtown Belleview Community Redevelopment Plan, to revitalize the historic area of Belleview, defined as ‘Downtown Belleview’.

(h) *Development* is defined as the activity of improving a real property to the extent of adding value to the tax base through real property improvements, and the creation and/or retention of employment opportunities.

(i) *Economic development expendable trust fund* is a trust fund to be funded from various sources and utilized to implement programs established or supported by the City Commission that assist in creating a healthy and vibrant economy in the City of Belleview.

(j) *Expansion of an existing business or industry* means the expansion of a business or industry by or through additions to real and personal property on a site owned by the same owner, relocation to a larger facility within the city or an expansion of a business operation presently existing within the city.

(k) *Incentive* is defined as a grant of any inducement having monetary value by the City of Belleview that is offered to a person, firm, or corporation to pursue a development that encourages private investment and/or the creation /retention of jobs. The incentive may also include grants from other public entities that the City of Belleview may obtain.

(l) *Incentive recipient* shall mean the private parties receiving the incentives from the city.

(m) *Incremental increase* is the difference in the real property value at the beginning of the incentive period and the real property value upon completion of the new development.

(n) *Jobs* means full-time equivalent positions, as such terms are consistent with terms used by the state department of labor and employment security and the United States Department of Labor for purposes of unemployment compensation tax administration and employment estimation. Jobs shall not include temporary construction jobs involved with the construction of facilities for the project, or temporary, part-time, or contract employees, or any jobs that have previously been included in any application for benefits in this chapter.

(o) *New business* means a business or industry that heretofore did not exist within the city, first begins its operations on a site located within the city, and is separate from any other operation owned by the same business or industry.

(p) *Metropolitan Statistical Area (MSA)* means a geographical region with a relatively high population density at its core and close economic ties throughout the area. Such areas are not legally incorporated. For purposes of this article, the MSA means the Ocala, FL MSA.

(q) *Project* means the creation or attraction of a new business or industry or the expansion of an existing business or industry.

(r) *Real property value* is defined according to the value assigned by the Marion County Property Appraiser’s Office.

Sec. 45-13. Applicability.

(a) The city commission may, at its discretion and on a case-by-case basis, and according to available funding, enter into an agreement with a person, firm, or corporation for the purpose of providing an economic development incentive.

(b) The provision of incentive(s) shall be made only after an agreement has been entered into between the person, firm, or corporation setting forth the particulars of the development and the proposed incentives. Such agreement shall be executed upon approval by resolution of the city commission.

Sec. 45-14. Economic development expendable trust fund.

(a) The "economic development expendable trust fund" is hereby established and hereinafter referred to as the "trust fund".

(b) The trust fund shall be utilized to implement programs established or supported by the city commission that assist in creating a healthy and vibrant economy. Such uses may include, but not be limited to, incentive programs, partnerships with other governmental economic development agencies, grants or annual dues for private economic development agencies, economic development consultants employed by the city, marketing, and assistance in the development and improvement of commercial areas within the city.

(c) The trust fund may be funded by whatever incomes or transfers from other funds the city commission deems appropriate and allowed by law. If at any time the city commission chooses to retire the trust fund, the remaining balance of the trust fund shall be transferred back to the appropriate City contributing fund(s).

Sec. 45-15. Use of trust funds.

(a) Trust funds can be used for any expense pertaining to a new location or expansion of a business or business development area. Eligible expenses include, but are not limited to,

impact and permit fees, relocation costs, land acquisition, on-site and off-site improvements, building construction, loan interest pay-down, lease-hold improvement, employee training programs, or any other legitimate business expense.

(b) Proposed use of trust funds shall be stated in the application for said grant and incorporated in the grant agreement, which must be approved by adoption of a resolution of the City Commission.

(c) The maximum distribution of trust fund monies shall be the balance in the trust fund at the time of distribution. This paragraph shall not be interpreted to restrict the City Commission from authorizing an appropriate transfer to the trust fund account prior to distribution or the city's ability to access other economic development accounts that may be available to the city.

Sec. 45-16. Authorized incentives.

(a) *Multiple incentives.* The City Commission may provide to an incentive recipient any combination of incentives provided for herein; provided, however, that the total amount of incentives given to a development must be in keeping with the goals of the city, and the value of the benefits accruing to the city (and its citizens) must be greater than the financial value of the incentives to an incentive recipient.

(b) *Incentives of the city.* All direct incentives of the city shall be granted in the form of reimbursements and refunds of fees and taxes that have been duly paid to the city. No upfront abatements of fees or taxes shall be permitted. Where incentives continue for a period of more than one year, such incentives may be graduated to increase or decrease year-to-year as the commission sees fit, and will be subject to monitoring by the city to ensure compliance with the terms of any incentive agreement. The commission may, at its discretion and on a case-by-case basis, enter into an incentive agreement to reimburse or refund any person, firm, or corporation the following fees and taxes up to the amounts and percentages provided for herein:

(1) *Building permit fees*

*Up to 60% of the city’s portion of building permit fees collected by the city.

Investment Amount	
$250,000.00—$999,999.99	Up to 10%
$1,000,000.00—$1,999,999.99	Up to 20%
$2,000,000.00—$2,999,999.99	Up to 30%
$3,000,000.00—$3,999,999.99	Up to 40%
$4.000 000.00—$4,999.999.99	Up to 50%
$5.000 000.00 or more	Up to 60%

(2) *Police impact fees*

*Up to 100% of the applicable police impact fees collected by the city.

Investment Amount	
$250,000.00—$999,999.99	Up to 50%
$1,000,000.00—$1,999,999.99	Up to 60%
$2,000,000.00—$2,999,999.99	Up to 70%
$3.000 000.00—$3.999.999.99	Up to 80%
$4.000,000.00—$4.999.999.99	Up to 90%
$5,000,000.00 or more	Up to 100%

(c) Other. Such incentives that the commission, at its discretion, on a case-by-case basis determines are appropriate given the amount of/type of investment made by the incentive recipient.

(d) *Job credits.* The creation and/or retention of jobs shall be considered to be the equivalent of a $100,000.00 investment per 20 jobs created or retained in calculating the level of reimbursement available for items (1) and (2) in section 45-15. Proof of employment will be required for reimbursement.

(e) *Business Tax Receipts*. The city may waive 100% of the business tax receipt fees for up to five (5) years for the original incentive recipient.

Sec. 45-17. Other incentives.

(a) The city may, from time to time, create a custom incentive plan that is not defined or described in this chapter for an individual business, industry, or development, if it is determined by the City Commission to further the purposes of this Article and be a benefit to the city as a whole.

(1) Such incentive plans may include, but not be limited to, cash awards, the financing of impact fees, or supplying additional infrastructure needs.

(2) Such custom incentive plans should be for businesses and industries that supply services or products that fill public need, or such commercial projects that will have a major economic impact on the city.

(b) Such custom incentive plans shall follow all application and approval processes provided for in this Chapter.

Sec. 45-18. Criteria for jobs creation.

(a) The city may award a grant in an amount determined by section 45-15(c) per new job created or an existing job retained for projects which are for the purpose of relocation of an existing industry or business or the establishment of a new industry or business within the city or CRA area. This grant may be in addition to grants awarded by Ocala MSA or any other federal or State of Florida agency grants.

(b) In addition to any other applicable requirement or criteria as may be set by law or agreement, the following criteria will be applied in awarding grants for job creation and retention from the trust fund or other funds deemed appropriate by the city commission:

(1) New or retained jobs must be permanent, full-time or full-time equivalent jobs paying a minimum base wage of 115 percent of the Ocala average wage.

(2) In addition to the minimum base wage as stated above, the employer must offer paid benefits to include, but not be limited to, medical insurance to full-time employees.

(3) A minimum of ten new jobs meeting the above qualifications must be created or retained.

(4) New jobs must be created within one year of the award of the grant. New and retained jobs must be maintained for a minimum of three years or a longer period as determined by the city commission at the time of the grant award.

(c) Other factors may be considered by the City Commission, such as, but not limited to, a willingness to hire Belleview and Marion County residents, the purchase of locally produced products, the use of local contractors for construction and maintenance of facilities, and providing job training for the local resident hires.

Sec. 45-19. General eligibility criteria.

The following criteria shall be considered in the analysis of the eligibility of any proposed project for incentives hereunder and in determining the size and type of incentives to be approved:

(a) The proposed project must be consistent with the City of Belleview Downtown Belleview Community Redevelopment Plan and/or Comprehensive Plan.

(b) The proposed project must be located within the City of Belleview.

(c) The proposed project must have a minimum threshold of at least $250,000.00 of capital investment in the CRA area and a minimum of $1,000,000.00 of capital investment outside of the CRA area, which may be comprised of a combination of physical improvements and acquisition costs, and such threshold investment may be comprised of a single real property investment or a cumulative investment. The amount of any incentive approved shall consider the size of the cumulative capital investment involved in the proposed project, the anticipated economic impact of the project, and the anticipated revenue impact on the City of Belleview

(d) The proposed project must be for one or more of the following purposes or uses:

(1) Retail uses as identified in the zoning ordinance of the City of Belleview;

(2) Industrial uses as identified in the zoning ordinance of the City of Belleview;

(3) Tourism and hospitality-related business or activity;

(4) Cultural arts activities and associated businesses;

(5) Corporate headquarters and financial institutions;

(6) Research and development;

(7) High technology growth business;

(8) Commercial apartments or other non-owner-occupied housing as designated in the specific eligibility criteria;

(9) Other uses as may be determined by the City of Belleview, which carry out the intent of this article and are identified more specifically according to the adopted community redevelopment plans and/or comprehensive plan applicable in the respective areas.

(e) The entity seeking the incentive shall ensure that it and its prime contractors shall make good faith efforts as described herein to provide equal opportunity to and to actively invite local and minority business enterprises (MBE) to participate in the incentivized activities.

Sec. 45-20. Review of economic development incentives applications.

(a) Applicants may apply for grant funds with the city administrator's office or whatever office or department the city administrator may designate. A staff-level review team appointed by the city administrator will review the application and make recommendations concerning the application. Additional information, if any, shall be requested of the applicant in writing following the initial staff review. A report shall be prepared as to whether the grant application should be approved, and if so, any award amounts, what fund the awards should be taken from, conditions to be placed on the award, and any monitoring to be done by the city after the award is made. The recommendation and report shall then be forwarded to the city commission for approval.

(b) The grant application shall be made on an application form made available by the city and shall include, but not be limited to, the following information:

(1) A complete description of the project.

(2) The location of the existing or proposed facility, any applicable development activity, and the project commencement date.

(3) The amounts and proposed use of grant funds requested.

(4) Proposed utility usage if applicable.

(5) Complete information on existing employment and any new employment created by the project.

(6) An annual impact statement.

(c) The above application procedure may be required by the city for any other incentive programs, such as impact fee credits, which are provided by the city by separate ordinance or resolution.

Sec. 45-21. Administration criteria and terms of delivery.

(a) The person, firm, or corporation must apply for the economic development incentives program, provide sufficient documentation to the city showing financial viability of the proposed project, and agree to furnish good faith estimates on projected sales tax, assessed valuation, and other information as may be needed to determine the incentives that may be provided and the amount of the incentive.

(b) The incentive amount shall be determined based on the amount of the capital investment and new revenue generated as a result of the capital investment. The incentive term shall commence with the issuance of the certificate of occupancy, issuance of a business tax receipt, and/or other criteria corresponding to the eligibility factors. The incentive shall require annual monitoring by the City of Belleview to ensure continued program compliance; monitoring during the incentive period shall include benchmarks such as, but not limited to, the completion of the first taxable year of occupancy and first year of operation of the identified business use; benchmarks shall be monitored for each year of the incentive period.

(c) The total incentive amount shall not be greater than the value received by the city and derived from the capital investment during the term of the incentive.

(d) The City of Belleview may, in its discretion, extend the incentive period if deemed warranted based upon the continuing benefit created by the investment.

(e) The City of Belleview may increase or decrease the amount of the incentive based upon actual development, real property values, and/or employment figures as determined through the monitoring process.

(f) If at any time during the incentive period the development's use does not meet the eligibility criteria, then the city may deem the agreement null and void.

(g) If at any time during the incentive period the development is sold, the benefits of the incentive may be assigned to the new owner only upon written consent of the city. Consent by the city will not be withheld unreasonably. A change of control shall be considered an assignment requiring the city's consent.

(h) If at any time during the incentive period the real property value is appealed, then the incentive amount may be renegotiated or voided.

(i) The administration of the application process, specifically including the drafting of any proposal, and continuous monitoring of developments under applicable incentive agreements, shall be the responsibility of the city administrator and any person designated by the city administrator to oversee such process.

(j) Each project shall be subject to claw-back obligations, which shall require the repayment of some or all of the incentives if the agreed-upon investment and job creation requirements are not satisfied and/or maintained.

Sec. 45-22. Grant agreements.

Each applicant approved for a grant or incentive program shall execute a grant agreement. The said agreement shall include, but not be limited to, the following:

(a) All criteria specific to the grant or incentive plan approved by the city commission.

(b) An expenditure schedule for any cash awards.

(c) The date or schedule for the issuance of funds by the city.

(4) A schedule of company records or reports as required for auditing and monitoring purposes by the city to ensure all criteria for the grant or incentive plan are met by the recipient.

(d) Terms of repayment of the grant or benefits of the incentive plan in the event the recipient fails to perform under the terms and conditions of the grant award or incentive plan.

(e) If the location of the project is not currently located within the city limits but will connect to the City's water and sewer system, but cannot be annexed due to state statutory regulation, an agreement for future annexation shall be required, unless this provision is specifically waived by the city commission."

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict with this ordinance are to the extent of such conflict, repealed.

BE IT FURTHER ORDAINED that It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances for the City of Belleview, Florida; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon adoption.

CERTIFICATE OF ADOPTION AND APPROVAL

The above and foregoing ordinance was duly read and approved upon **First Reading** by a ___ to ____ vote of the City Commission of the City of Belleview, Florida, at a Regular Meeting held on _____, 2025. Said Ordinance was duly read, passed, and adopted upon **Final Readin**g by a ___ to ___ vote of the City Commission of the City of Belleview, Florida at a Public Hearing held on _____, 2025.

_____
CHRISTINE DOBKOWSKI,
Mayor

Attest:

_____
LEZLI MERRITT,
City Clerk

Approved as to Form and Legal Sufficiency
For the use and Benefit of the City of Belleview Only:

_____
FREDERICK E. LANDT, III,
City Attorney

CERTIFICATE OF ADVERTISING

I HEREBY CERTIFY that foregoing Ordinance was advertised for a Public Hearing in the ____ _____ of the Voice of South Marion newspaper in accordance with Florida Statutes.

_____
LEZLI MERRITT
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Belleview's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 2025-06 Economic Development Incentives

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ 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 municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement, or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    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] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
(1) To create an economic development incentives program to attract, retain, and provide favorable conditions for the growth of businesses that provide high-quality employment opportunities for the citizens of the City of Belleview and enhance the economic foundations of the city.
(2) To promote public support of economic projects to foster, promote, and enhance economic development and redevelopment efforts in the city and the Community Redevelopment Agency (CRA) area (in which development is challenged by blight, history), and changes in growth patterns over the years.
(3) To establish an expendable incentives trust fund to assist in attracting and retaining said businesses.
(4) To establish criteria for the City of Belleview to enter into an agreement with a person, firm or corporation that undertakes a development or redevelopment project consistent with the city's Downtown Belleview Redevelopment Plan and/or comprehensive plan and the provisions herein.
(5) To provide the criteria to be considered by the city commission in its analysis of projects seeking incentives.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City's' regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct costs are unknown at this time and will be calculated on a case-by-case analysis of each project/applicant request. Most costs will be a reduction or waiver of fee-based services.

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

Current businesses will not be impacted. New businesses that wish to apply for the grant may receive incentives as described in the ordinance.

4. Additional information the governing body deems useful (if any):

The city may deem it necessary to budget for funds to be granted for Economic Development Incentives in future budget years.

Proclamation

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Code Enforcement Officer Appreciation Week

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Proclamation

BACKGROUND:

Accepting the Proclamation will be Code Enforcement Officer Lisa Byington.

RECOMMENDED ACTIONS:

Mayor Dobkowski will present the proclamation

ATTACHMENTS:

Code Enforcement Officer Appreciation Week

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Proclamation

CITY COMMISSION
OF THE CITY OF BELLEVIEW, FLORIDA

WHEREAS Code Enforcement Officers provide for the safety, health, and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes, and ordinances; and

WHEREAS Code Enforcement Officers are responsible for improving neighborhoods and the quality of lives of the residents in and community; and

WHEREAS every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are dedicated, well-trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers.

NOW, THEREFORE, I, Christine K. Dobkowski, Mayor/Commissioner of the City of Belleview on behalf of the Commission of the City of Belleview, do hereby proclaim the week of June 2nd- 6th, 2025 to be:

CODE ENFORCEMENT OFFICER APPRECIATION WEEK

In the City of Belleview and call upon our citizens to, in accordance with the statewide observance, encourage citizens of Belleview to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

_____
CHRISTINE K. DOBKOWSKI
Mayor/Commissioner

ATTEST:

_____
Lezli Merritt
City Clerk

Presentation

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Holiday Outdoor Decor - Light Up Lake Lillian Presentation

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Action Items

BACKGROUND:

Each year, the City puts up holiday lights at Lake Lillian, a tradition that many residents and visitors look forward to. Light Up Lake Lillian is one of Belleview's most popular holiday events. Currently, decorations are owned and installed by the City, requiring approximately 980 hours of Public Works staff time each year. This limits the department's ability to complete routine maintenance, cutoffs, reconnects, and new projects.

The average cost for materials is around $3,000 annually, not including storage or labor. Partnering with a professional vendor would enhance the quality of the display, free up staff time, and reduce liability. As Lake Lillian is within the City's CRA district, the project also supports beautification and revitalization goals.

Holiday Outdoor Decor will purchase, own, install, maintain, and store all decorations. The new lighting will be commercial grade, offering a substantial upgrade in both quality and coverage. The design includes a coordinated lighting pattern, garland and ribbon decorations on 25 decorative light poles, and lighting for trees, dock railings, and the pavilion roofline. This is a three-year agreement with an annual cost of $50,212.50

RECOMMENDED ACTIONS:

Motion to Approve three (3) year contract with Holiday Outdoor Decor

ATTACHMENTS:

Holiday Outdoor Decor Quote
Holiday Lighting Presentation

Holiday Program

From Moments to Memories -
American Craftsmanship in Every Space

Remit to Christmas Designers Florida
c/o Holiday Outdoor Decor
PO Box 4365
Bethlehem, PA 18018

Created Date 5/29/2025

Quote Number 00022164

Bill To Name MARIAH MOODY

Bill To 5343 SE ABSHIER BLVD
BELLEVIEW, Florida 34420
United States

Ship To Name MARIAH MOODY

Ship To 5615 SE 110TH PLACE
BELLEVIEW, Florida 34420
United States

Subtotal $50,212.50

Not including Sales Tax

_____

If Approved, ***Sign here***
or reply to the email stating "Proposal Approved".

Deposit due within 30 days

We will not be able to schedule your project before receiving your down-payment - our schedule fills up fast, don't wait!

Product Line Description	Line Item Description	Price	Quantity	Total Price
POLE TRIM WHITE 25', PVC/PVC 9" Garland, Regular Cut	WRAP 25 LIGHT POLES NEAR LAKE LILLIAN WITH RED AND WHITE GARLAND WITH A RED BOW AT THE TOP- BOWS TO FACE THE LAKE	$140.00	25.00	$3,500.00
9" Red PVC/Metallic - 25' - No Lighting Wiring	WRAP 25 LIGHT POLES NEAR LAKE LILLIAN WITH RED AND WHITE GARLAND WITH A RED BOW AT THE TOP- BOWS TO FACE THE LAKE	$140.00	25.00	$3,500.00
18" Red Vinyl Bow, 4 Loop	RED BOWS FOR THE LIGHT POLES- PLACE BOWS FACING THE LAKE- ONE BOW PER LIGHT POLE	$0.00	25.00	$0.00
5mm Wide Angle Red LED Christmas Lights on Green Wire - 70 - 4" Spacing	DECORATE 5 TREES AROUND THE LAKE WITH RED TOPS - HANG THE LIGHTS USING BASKET LIGHT METHOD- ALTERNATING RED AND GREEN FOR THE TOPS OF THE TREES AND ALL THE TRUNKS OF THE TREES IN WW - USE 72 LIGHT SETS FOR THE TOP OF THE TREES PER TREE - TOTAL 9 TREES R&G	$30.00	360.00	$10,800.00
5mm Wide Angle Green LED Christmas Lights on Green Wire - 70 - 4" Spacing	DECORATE 4 TREES AROUND THE LAKE GREEN- HANG THE LIGHTS USING BASKET LIGHT METHOD- ALTERNATING RED AND GREEN FOR THE TOPS OF THE TREES AND ALL THE TRUNKS OF THE TREES IN WW - USE 72 LIGHT SETS FOR THE TOP OF THE TREES PER TREE	$30.00	288.00	$8,640.00
5mm Wide Angle Warm White LED Christmas Lights on Green Wire - 70 - 4" Spacing	WRAP 9 TREE TRUNKS AROUND THE LAKE IN WW LIGHTS - USE 10 SETS OF LIGHTS PER TREE TRUNK	$30.00	90.00	$2,700.00
5mm Wide Angle Warm White LED	WRAP LARGEST OAK TREE - WRAP TRUNK AND AS MANY BRANCHES AS	$30.00	140.00	$4,200.00

Holiday Program

From Moments to Memories -
American Craftsmanship in Every Space

Christmas Lights on Green Wire - 70 - 4" Spacing	WE CAN			
5mm Wide Angle Warm White LED Christmas Lights on Green Wire - 70 - 4" Spacing	WRAP 2 LARGE OAK TREES WITH 120 SETS EACH	$30.00	240.00	$7,200.00
5mm Wide Angle Red LED Christmas Lights on Green Wire - 70 - 4" Spacing	WRAP ALL TOPS OF RAILINGS TO DOCK - 250 FT TOTAL	$30.00	21.00	$630.00
C7 6" spacing white cord light line with LED bulbs - 1ft	PLACE LIGHTS ON THE ROOF LINE OF THE PAVILLION - MAKE SURE YOU STAPLE THE CORD TO THE WOOD FRAME BECAUSE IT IS LOW HANGING- WARM WHITE C7	$5.50	175.00	$962.50
5mm Wide Angle Warm White LED Christmas Lights on Green Wire - 70 - 4" Spacing	WRAP 18 PALM TREES IN THE PARK WITH WW LIGHTS - 12 SETS PER TREE	$30.00	216.00	$6,480.00
Trucks or Equipment Rental fees		$1,600.00	1.00	$1,600.00

Contract terms - Commencing August 15th to December 15th

BELLEVIEW- CITY OF- 2025 LEASE

Terms and Conditions

PAYMENTS: Deposit payments of 50% due prior to September 1st, to be placed on installation schedule, final 50% payment due upon completion of installation of each season under contract. Any product purchases will be invoiced when product is shipped from vendor, regardless of delivery location.
Balances over 30 days will incur a 1.5% finance charge per month. 4% Credit Card payments fee.
Sales Tax and County Tax will be applied on Final Invoice unless a **Tax-Exempt Certificate** is provided beforehand.

ACCEPTANCE: All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All agreements contingent upon strikes, accidents, any acts of God or delays beyond our control. Property Owner will carry fire, tornado, hurricane (wind) and other necessary insurance.
Our workers are fully covered by Worker's Compensation.

The above prices, specifications, terms and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Once this Agreement is signed by both parties it becomes a contract. This proposal may be withdrawn if not accepted within 30 days. To lock in current pricing, please ask for a multi-year proposal.

Customer Awareness Information Sheet -
https://christmasdesigners-fl.com/wp-content/uploads/2020/05/Customer-Awareness-Information-Sheet.pdf
General Terms and Conditions - https://holidayoutdoordecor.com/terms-conditions/



HOLIDAY outdoor decor™

From Moments to Memories
American Craftsmanship in Every Space™

2025 HOD PROGRAM

CITY OF BELLEVIEW

AGENDA

01

2025 HOLIDAY PROGRAM

Transform everyday spaces into long-lasting magical memories with our 2025 Holiday program



OUR TEAM

100+ year expertise bringing magic to towns across America



BORIS BAJLOVIC
CEO



TOM POGASH
CFO



SCOTT MITCHELL
VP / DIRECTOR GLOBAL OP.



REGIONAL VP
VP / SALES FLORIDA



SALES PERSON
ACCOUNT MANAGER

WHO WE ARE

We empower our customers to transform everyday spaces into extraordinary experiences, creating lasting memories and a legacy of joy









From Moments to Memories
American Craftsmanship in Every Space™

At Holiday Outdoor Decor, we believe in turning everyday places into something truly special.

With over 100 years of creativity and American craftsmanship, Holiday Outdoor Decor has become a trusted name in exterior holiday decoration—designing and building displays that bring charm, style, and a touch of magic to main streets, community parks, and shopping destinations across the country.

Our passion for limitless creativity is reflected in each product we design and manufacture in our own workshops, raising the standard in quality and sustainability.

OUR RICH LEGACY

100+ years servicing our customers with excellence

Our narrative fuses the old with the new, tradition with the avant-garde, and authenticity with vision. Thanks to this rich heritage, HOD manages to integrate design, tradition, manufacturing, experience, technology and environmental commitment into a single proposition.

1919

Rileighs Décor Founded in Allentown, PA

Generation spanning legacy that set the standard for holiday decoration in the North East for a century

2021-2022

Acquisition of Clark's, Temple, Arnett and Christmas Designers

Became a national company fusing stories from all over America into Holiday Outdoor Decor

2023

Acquisition of Vogel Display

Gained full manufacturing capabilities

2024

Acquisition of Northern Lights Display

Completed our footprint in the Upper Midwest

MERGING SEVEN BRANDS INTO ONE UNIFIED HOD

- Rileighs Outdoor Decor
- Christmas Designers
- Northern Lights Display
- Arnett Marketing
- Temple Display
- Clark's Sales Display
- Vogel Display

YOUR TRUSTED PARTNER

HOD is the largest holiday decor manufacturer & distributor in the USA

From design to installation,
we are here to make your vision a reality!



20K
nationwide customers

2
manufacturing plants in the US

6
storage warehouses

7
company-owned bucket trucks. Fleet of 30+ in season

40
decorators on the road during the season

13
expert design consultants

100
FT employees
150+ seasonal

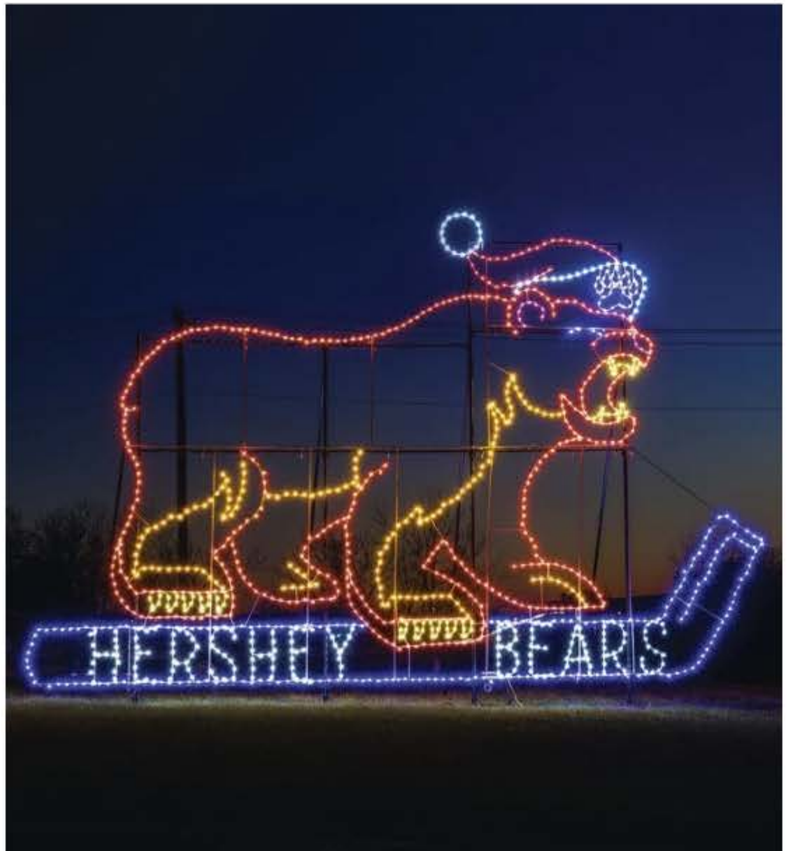
WHAT WE DO

We also Specialize in Custom-Made Creations Manufactured with American Craftmanship

Bring your vision to life with our custom holiday displays.

Whether it's for your park, main streetor public square, our skilled artisans will create a one-of-a-kind experience that's sure to capture the joy and magic of the holidays for your community and last season after season.





How it **Works**

Site Visit

Our experts will discuss your vision for your space with a site visit. They will ensure your budget and timeline align within the space you plan to decorate. We will confirm any infrastructure, electrical and other limitations to be sure your celebration goes off without a hitch.

Design & Concept

Our in-house custom design team will work with you to create various concepts while maintaining the structural integrity of each display. They will provide true to life scale of your vision and showcase it in your space with photo renderings, bringing your vision to life right in front of you.

Manufacturing

Once your final design is approved, we will manufacture your creation right here in the USA with the highest quality materials sourced from trusted suppliers. We use leading edge fabrication capabilities to ensure your decorations will last for years to come.

Installation

Our white glove service offers end-to-end service from installation to storage. Our team of expert project and installation managers will install your custom pieces, alleviating any and all concerns, leaving you with a beautiful one-of-a-kind display to wow your community and guests.

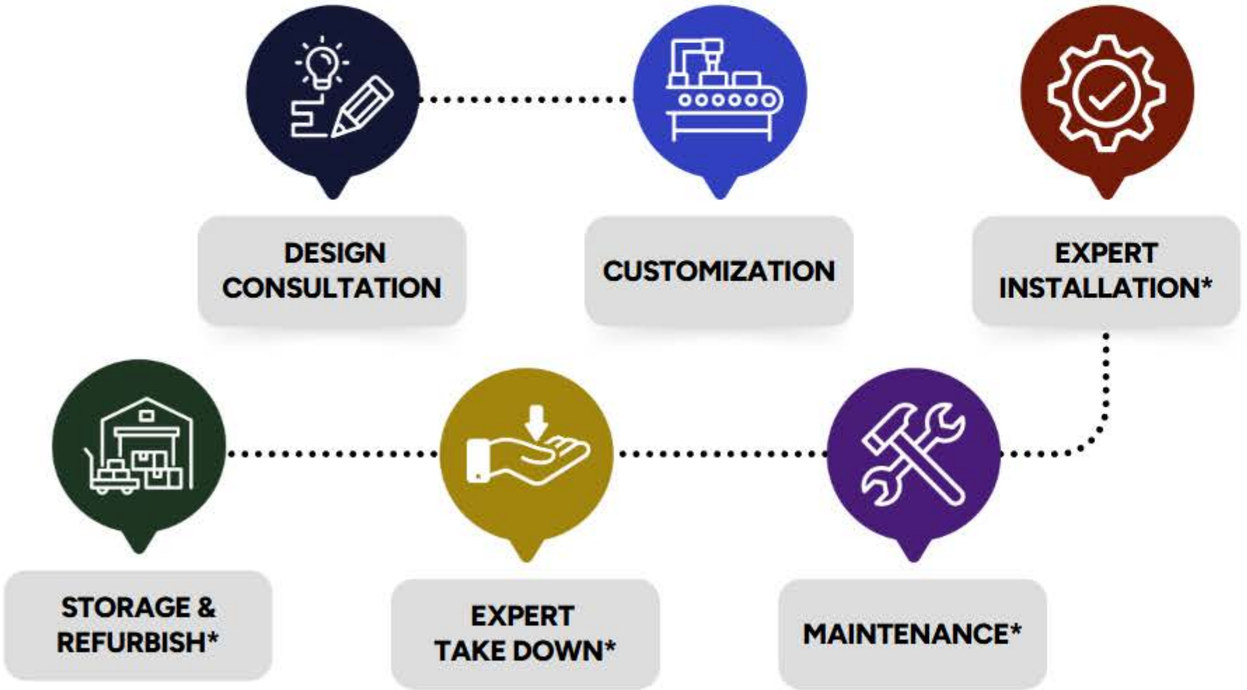
Get started today with a custom-made experience that makes a statement, celebrates tradition, and inspires joy.

Choose quality, craftsmanship, and American-made this holiday season with our custom holiday displays!

HOW WE DO IT

THE HOD White Glove Program

The HOD exclusive White Glove Service Program is a turnkey holiday experience thank delivers a seamless, all-in-one holiday transformation —without the hassle!



*only available in PA, IL, NJ, NY, CT, DE, MD, VA & FL



White Glove Service Program Testimonial | Morristown, NJ

DESIGN CONSULTATION

Custom Magic
Tailored to You!

With over 100 years of creativity and American craftsmanship, Holiday Outdoor Decor has become a trusted name in exterior holiday decoration—designing and building displays that bring charm, style, and a touch of magic to main streets, community parks, and shopping destinations across the country.



EXPERT INSTALLATION & TAKE DOWN

100+ Years of Experience mean Service you Can Trust



Let us handle the heavy lifting (literally). Our seasoned installation team brings over **10 decades of skill, safety, and efficiency**—ensuring every piece looks perfect and your community stays safe.

NORTHEAST

Dan Carlson | Install Manager

Matt Welch | Install Manager

Tannar Johnson | Project Manager

FLORIDA

Shermain Clark | Operations Manager

Christopher J. Rapuzzi | Lighting Manager

IL (CHICAGO METRO)

Bernie Vila | Install Manager

WORRY-FREE STORAGE & HANDLING

Effortless Off-Season Storage
Out of Sight, Ready On Time



No more scrambling for warehouse space. We store your décor in our storm-safe, secure facilities for **11 months** — protected, tracked, and **ready for next year's magic.**

6
dedicated storage facilities around the country

100K+
sq. ft. of dedicated storage space



DEDICATED SERVICE & SUPPORT

We're There
When You Need Us Most

From unexpected repairs to proactive check-ins, HOD's **White Glove crews** are always ready. With **dedicated trucks, expert consultants**, and a **standby emergency team**, you get genuine peace of mind and consistent sparkle—no matter what the season brings.



7
company-owned bucket trucks. Fleet of 30+ in season



40
decorators on the road during the season



Detailed
emergency repair reports

POST-SEASON MAINTENANCE & REFURBISHING

Ready for Next Year, and the Year After



The HOD White Glove Program includes **repair and refurbishing.** When the holidays return, your decorations are **pristine** and ready to turn new moments into unforgettable memories—year after year.

3 REASONS TO LEASE

The Smart, Flexible Way to Make Every Holiday Shine

Transform your spaces into magical destinations year after year, enjoying all the wonder with none of the headaches

1 KEEP BUDGETS BRIGHT

Leasing allows cities, towns, shopping centers, and businesses to get high-quality, large-scale holiday décor without the big upfront purchase price.

2 FLEXIBLE BY DESIGN

Leasing programs often include the option to update or refresh the decorations each season, keeping displays exciting and current without having to fully reinvest.

3 ALWAYS FRESH, ALWAYS MEMORABLE

Leased décor typically comes with service plans — meaning Holiday Outdoor Decor handles repairs, replacements, or storage issues. Less hassle for you.













2025 Holiday Program

Celebrate the spirit of the season with our finest holiday décor—timeless American craftsmanship, dazzling designs, and turnkey solutions to illuminate every community space. Our curated holiday favorites make spreading joy effortless and unforgettable.

LIGHTING

twinkly PRO



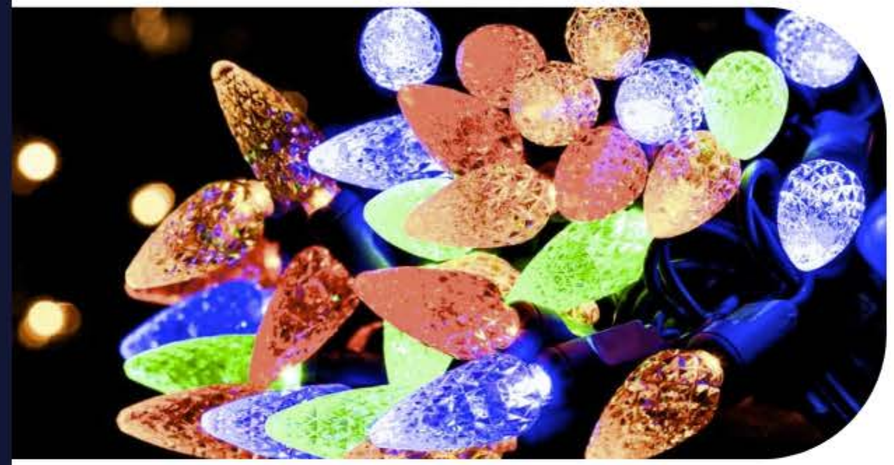
Why to love it

- Energy Efficient LEDs
- Color options to work with any decor or themes
- Provide a festive atmosphere and brighten up any space
- Options for Smart Lighting

BULBS, MINILIGHTS & SPOOLS

Key Highlights

Every Holiday celebration needs the final touches. We have a large array of bulbs, mini lights, spools and hardware needed to wrap perimeters, buildings and more. While what's featured is our most popular, we have our complete collection of lighting online.



BULBS



C7 Bulbs, LED |Faceted & Opaque



C9 Bulbs, LED |Faceted & Opaque



Flame Bulbs | LED Amber, Yellow, Warm White

Prices start as low as $0.75 per bulb. | Case discounts available.

MINI LIGHTS



Wide Angle Lens, LED 70 Lights 5.5" Spacing 12"



M5, LED 70 Lights 5.5" Spacing 12"



C6, LED 70 Lights 5.5" Spacing 12"

Prices start as low as $17.25 per set. | Case discounts available.

SPOOLS & HARDWARE



Bulk Spools



Cord Sets



Hardware

SMART LIGHTING KITS

Smart Lighting made easy. We've carefully curated and bundled Twinkly Pro™ products for the ultimate WOW effect based on the size of the space you want to decorate. We've taken the guesswork out and provided all components and lighting you'll need. **All you need is your imagination!**



Why to love it

- User Friendly, SMART technology
- Controlled via smartphone app
- Pre-programmed animation library; or create your own!
- Sync'd to music and sounds
- 16.8 Million color combinations

Looking for a completely unique scene?
Our Design Consultants are experts and can help you design and choose all components needed to design your space.


HOLIDAY
outdoor decor
From Moments to Memories
American Craftsmanship in Every Space™
THANK YOU!

Unscheduled Audience

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Unscheduled Audience

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Unscheduled Audience

BACKGROUND:

Protocol:

1. Please speak clearly, stating your name and address for the record.
2. Each speaker is allowed a maximum of three (3) minutes, unless allotted more time by the Mayor.
3. Citizen comments will be directed to the City Commission and not addressed to a single staff person or the City Attorney, unless so directed by the Mayor.
4. Please give any documents or packets you may have for distribution to the Commission to the City Clerk. If you wish to have them distributed immediately, eight copies will be required.
5. After stating your concern or suggestion to the Commission, please take your seat.

While we understand the emotional aspect of some topics, we ask that you remain civil and respectful.

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: City Clerk

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Updates: City Clerk

PRESENTING PARTY:

Lezli Merritt, City Clerk

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: Development Services

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Development Services: Updates

PRESENTING PARTY:

Shawna Chancey, Development Services Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: Finance Department

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Updates: Finance Department

PRESENTING PARTY:

Marge Strausbaugh, Finance Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: Public Works

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Updates: Public Works Department - Comprehensive Vulnerability Assessment Grant Agreement

PRESENTING PARTY:

Bob Titterington, Public Works Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

The Department of Environmental Protection awarded the city a grant for $120,000 to complete a Comprehensive Vulnerability Assessment as part of their Resilient Florida Program. The work, to be performed by Kimley Horn and Associates, will identify, assess, and map areas and infrastructure that is vulnerable to flooding.

RECOMMENDED ACTIONS:

Approve Agreement 25PLN02

ATTACHMENTS:

25PLN02 - Comprehensive Vulnerability Assessment Agreement
Memo - Vulnerability Assessment Grant

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): City of Belleview Comprehensive Vulnerability Assessment
Agreement Number: 25PLN02

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

Grantee Name: City of Belleview
Entity Type: Local Government
Grantee Address: 5343 SE Abshier Blvd, Belleview, Florida, 34420
FEID: 59-6002573
(Grantee)

3. Agreement Begin Date: 7/1/2024
Date of Expiration: 12/31/2026

4. Project Number: *(If different from Agreement Number)*
Project Location(s): Marion County, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, Plan for the City of Belleview.

5. Total Amount of Funding: $120,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 24-25 Line Item # 1854	$ 120,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 120,000.00

6. Department's Grant Manager
Name: Charles Neuhauser or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-2138
Email: Charles.Neuhauser@FloridaDEP.gov

Grantee's Grant Manager
Name: Bob Titterington or successor
Address: City of Belleview
5343 SE Abshier Blvd
Belleview Florida, 34420
Phone: 352-245-7021 ext 2110
Email: btitterington@belleviewfl.org

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

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

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

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

City of Belleview — **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Mariah Moody, City Administrator

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Charles Neuhauser

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

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

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

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

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

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

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

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

25. Investing in America

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

a. Signage Requirements

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

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

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

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

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

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25PLN02

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is City of Belleview Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

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

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

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

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

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

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

8. Insurance Requirements

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

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

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

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

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

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

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

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

14. Common Carrier.

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

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

25STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25PLN02

ATTACHMENT 3

PROJECT TITLE: City of Belleview Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in City of Belleview within Marion County, Florida.

PROJECT DESCRIPTION:
The City of Belleview (Grantee) will complete the City of Belleview Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also include public outreach and stakeholder engagement; contribute to the Local Mitigation Strategy; and amend the comprehensive plan.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;

- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables: The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;
    - Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;

    - Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
    - A summary of assigned focus areas, if applicable.
- Completed Critical Assets Basic Attributes Schema (Table 3), Critical Assets Groups and Types (Table 4), and VA Results Attribute Scheme (Table 5) consistent with the GIS Data Standards; and
- A signed VA Compliance Checklist Certification (Exhibit I).

Task 4: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Outreach Meetings**
  The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

  The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.

- **Public Presentation of the Final VA**
  The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Deliverables: The Grantee will provide the following:

- **4.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

- **4.2 Public Outreach Meetings:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

- **4.3 Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement

Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	$25,000	$0	$25,000	7/1/2024	12/31/2025
2	Exposure and Sensitivity Analyses	$55,000	$0	$55,000	7/1/2024	3/31/2026
3	Final Vulnerability Assessment Report	$25,000	$0	$25,000	7/1/2024	6/30/2026
4	Public Outreach Meetings and Stakeholder Engagement	$15,000	$0	$15,000	7/1/2024	9/30/2026
Total:		**$120,000**	**$0**	**$120,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

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

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY 24.25	37.098	Resilient Florida Programs	$120,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$120,000.00	

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

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

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
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum **Florida Department of Environmental Protection**

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ **No** ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature Date

Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465***, in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

EXHIBIT F

DEP AGREEMENT NO. 25PLN02

CITY OF BELLEVIEW COMPREHENSIVE VULNERABILITY ASSESSMENT

City of Belleview

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

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

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

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25PLN02

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25PLN02

Project Title: City of Belleview Comprehensive Vulnerability Assessment

Grantee: City of Belleview

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of Bellview is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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

Printed Name:

Title:

Signature: Date:

MEMORANDUM

Vulnerability Assessment Grant

TO: Mariah Moody, City Administrator

FROM: Frederick E. Landt, III, City Attorney

SUBJECT: Comprehensive Vulnerability Assessment Grant

DATE: May 29 , 2025

Pursuant to your request I have reviewed the proposed Agreement for the Comprehensive Vulnerability Assessment Grant. Based upon that review, I advise as follows:

This is a cost reimbursement grant regarding all eligible Project costs payable upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Since the City has successfully utilized cost reimbursement grants previously, I anticipate no problem regarding compliance with the record keeping, invoicing and audit provisions and requirements (see paragraphs 8, 9 and 29 of the Agreement).

I. Please take particular note the following:

Paragraph 2. b. of the Agreement provides:

1. 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. The named DEP Grant Manager is Charles Neuhauser. I understand the Public Works Director, Bob Titterington will be the Grant Manager for the City.

2. 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.

3. 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.

Paragraph 5. of the agreement provides:

1. “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).”

Paragraph 6.b. of the agreement provides:

1. 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.

Paragraph 16. of the agreement provides:

1. 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. As with each of these agreements, this includes budget decisions not to fund the project.

Paragraph 18. of the agreement provides for indemnification of the Department for loss or damage due to the City, its employees or subcontractors.

Paragraph 25. of the agreement sets forth the “Invest in America” requirements.

II. Please ensure that the Special Terms set forth in Attachment 2 and the Scope of Work set forth on Attachment 3 are acceptable and complete.

III. Attachment 4 of the Agreement details the public records requirements mentioned in the Agreement (Attachment 1).

IV. Attachment 5 details the audit requirements mentioned in the Agreement (Attachment 1). Exhibit 1 to Attachment 5 sets forth the amount funded.

Attachment 6. of the Agreement sets forth the Program-Specific Requirements of the Resilient Florida Program.

V. Also attached are forms to be used regarding progress and requesting reimbursement, together with terms.

VI. Also attached are release forms for use of photographs to publicize the project.

VII. A Certificate that must be executed by contractors used is also provided.

Updates: Police

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Updates: Chief of Police

PRESENTING PARTY:

Terry Holland, Chief of Police

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: Information Technology

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Updates: Information Technology

PRESENTING PARTY:

Kevin Towne, IT Director

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: City Attorney

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Updates: City Attorney - Committee Appointment for Collective Bargaining with Fraternal Order of Police (FOP)

PRESENTING PARTY:

Fred Landt, Attorney

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

The Police Department has voted to unionize, and negotiations are set to begin. Based on the recommendation of the City Attorney, it is suggested that the negotiation committee consist of City Administrator Mariah Moody, City Attorney Fred Landt, and Police Chief Terry Holland.

RECOMMENDED ACTIONS:

Approve the appointment of Mariah Moody, Fred Landt, and Terry Holland as the City's negotiation committee for the upcoming collective bargaining with Fraternal Order of Police (FOP)

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: City Administrator

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Updates: City Administrator

PRESENTING PARTY:

Mariah Moody, City Administrator

ITEM TYPE:

Other City Business/Department Updates

BACKGROUND:

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Commission Updates

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Commission Updates

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Commission Updates

BACKGROUND:

Updates From:

- Commissioner Ray Dwyer
- Commissioner Ron Livsey
- Commissioner Michael Goldman
- Commissioner Bo Smith
- Mayor Christine Dobkowski

RECOMMENDED ACTIONS:

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.

Updates: Mayor

CITY COMMISSION MEETING AGENDA ITEM REPORT

DATE OF MEETING: June 3, 2025

AGENDA ITEM:

Mayor: Sports Plex conversation

PRESENTING PARTY:

Mayor Dobkowski

ITEM TYPE:

Commission Updates

BACKGROUND:

RECOMMENDED ACTIONS:

Discussion

ATTACHMENTS:

The Commission reserves the right to postpone any decision on audience, or walk-in requests until sufficient time has been allowed for review of documentation.