# CITY OF BELLEVIEW AGENDA
## City Commission Meeting

Belleview City Hall
Commission Room
5343 SE Abshier Blvd.
Belleview, FL
November 3, 2026
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 GOLDMAN**

**ROLL CALL**

**APPROVAL OF MINUTES**

Approval of the 10-20-2026 Commission Meeting Minutes
10-20-2026 Commission Meeting Minutes

**PRESENTATION:**

"If I Were the Mayor" Essay Contest Winners

Salary Study Presentation
Salary Study Report
Salary Study Adjustment by Title

**SCHEDULED AUDIENCE:**

Scheduled Audience: Belleview CEP

**UNSCHEDULED AUDIENCE:**

Unscheduled Audience

**OTHER CITY BUSINESS/DEPARTMENT UPDATES:**

City Clerk: Updates

Development Services: Updates

Finance Department: Updates

Public Works: Contract Extension for Lift Station Emergency Repairs & Rehabilitation
Marion County - Modification of Agreement 22B-199-CA-02
RCM Utilities Agreement

Public Works: State of Florida Department of Environmental Protection Grant for Rehabilitation of Critical Lift Stations
Agreement L0409

Police Department: Updates

Information Technology: Updates

City Attorney: Updates

City Administrator: Updates

**COMMISSION UPDATES:**

Commission Updates

# Approval of the Minutes

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Approval of the 10-20-2026 Commission Meeting Minutes

**PRESENTING PARTY:**

Mayor Dobkowski

**ITEM TYPE:**

Approval of Minutes

**BACKGROUND:**

**RECOMMENDED ACTIONS:**

Motion to approve as received or as amended the 10-20-2026 Commission Meeting Minutes

**ATTACHMENTS:**

10-20-2026 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
October 20, 2026
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 Smith**

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

**APPROVAL OF MINUTES:**

a. **10-06-2026 Commission Meeting Minutes**

Motion made by Commissioner Smith to approve the 10-06-2026 Commission Meeting Minutes; seconded by Commissioner Goldman.

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

**PUBLIC HEARING: FINAL READING**

a. **Ordinance 2026-18: Residential Uses in B-2 Zoning**

Mayor Dobkowski read Ordinance 2026-18 Residential Uses in B-2 Zoning, Title Only. Administrator Moody stated that Ordinance 2026-18 was first approved at the October 6, 2026 meeting. It will prohibit new residential construction in areas zoned B-2 to prevent an overconcentration of residential uses in B-2 zones. This will result in preserving existing residential uses and permit their continued use. It would allow mixed-use buildings, including upper-floor flats and loft apartments, as well as on-site residences for managers, security personnel, or owners.

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 to approve Ordinance 2026-18 Residential Uses in B-2 Zoning on Final Reading, Title Only; seconded by Commissioner Dwyer.

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

## PUBLIC HEARING: RESOLUTION

### a. Resolution 26-14 Employee Recognition and Appreciation Policy

Mayor Dobkowski read Resolution 26-14 Employee Recognition and Appreciation Policy, Title Only. Administrator Moody stated that staff has developed an Employee Recognition and Appreciation Policy to formalize employee appreciation events, longevity recognition, and retirement recognition. The policy establishes guidelines for authorized expenditures, spending limits, and budgetary oversight.

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 Smith to approve Resolution 26-14 Employee Recognition and Appreciation Policy, Title Only for the public good of aiding employee retention and morale; seconded by Commissioner Dwyer.

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

## PROCLAMATION

### a. Kathryn Leigh Thurgaland Foundation

Mayor Dobkowski read the Proclamation recognizing the Kathryn Leigh Thurgaland Foundation. Jodell and Robert Thurgaland accepted the Proclamation and thanked the City for the recognition and invited everyone in attendance to their March 6, 2027 Love of Life Festival.

### b. Florida City Government Week

Mayor Dobkowski read the Proclamation declaring October 19-25, 2026 as Florida City Government Week. Community Engagement Liaison Vass and Administrator Moody accepted the Proclamation.

## UNSCHEDULED AUDIENCE:

No one came forward.

## OTHER CITY BUSINESS/DEPARTMENT UPDATES:

### a. Community Engagement: Welcome to Belleview Book Concept

Community Engagement Liaison Vass discussed the creation of a print and online "Welcome to Belleview" book for residents and businesses joining the City of Belleview community. It would include information on: the Mayor and Commission, City Administration, important contact information, city services such as water/sewer, solid waste, etc, city offices/locations, events, activities, and engagement opportunities.

The Commission agreed to the concept and directed CEL Vass to move forward with the project.

**b. Community Engagement: Belleview Business Milestones Program**

CEL Vass discussed the potential program, which would provide eligible businesses the opportunity to request participation from the Mayor, Commission, or staff for various qualified events such as ribbon cuttings, groundbreakings, business anniversaries, and more.

Administrator Moody stated that the program would streamline the process and allow for better communication. The Commission instructed CEL Vass to move forward in the creation of the program.

**c. Community Engagement: Property Improvement Grant Application 2627-01 for Friends of Belleview Library**

CEL Vass presented Property Improvement Grant Application #2627-01 from Friends of Belleview Library, located at 6007 SE Earp Road. The organization requests $2,500 toward the $3,200 cost to repair/replace gutters that are over 20 years old, with the organization covering the balance. Development Services confirmed no outstanding code violations or pending litigation and verified the organization's tax-exempt status. The program has an annual budget of $10,000, with no funds distributed to date in FY 2026-27.

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

Motion made by Commissioner Livsey to approve Property Improvement Grant 2627-01 for Friends of the Belleview Library; seconded by Commissioner Smith.

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

**d. City Clerk: Planning and Zoning Board Appointment**

Clerk Merritt stated that at the October 6, 2026, Commission Meeting, Jeremy Reeves came before the Commission to be appointed as a member of the Planning and Zoning Board. The Oath of Office was performed; however, an error was made by the Clerk and he was not properly appointed prior to the Oath.

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

Motion made by Commissioner Goldman to appoint Jeremy Reeves to the Planning and Zoning Board; seconded by Commissioner Smith.

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

**e. Development Services:** *Absent*

**f. Finance Department:** N/A

**g. Public Works: Cross-Connection Control Program - Back Flow Compliance for Commercial Customers**

Public Works Director Titterington stated that the Cross-Connection Control program was reestablished in October 2024 and implemented annual backflow inspections. Over 300 notices were mailed to noncompliant commercial businesses in 2026, achieving approximately 50% compliance. Staff requests approval to issue notices of non-compliance and intent to discontinue service on February 1, 2027, to remaining noncompliant customers.

Commissioner Dwyer exited the meeting at 6:25 PM and returned at 6:27 PM.

Commissioner Livsey asked what other government entities are doing; Cross Connection & IP/FOG Coordinator Gary replied that others often remove or lock meters. Commissioner Smith asked what the average cost is to install backflow devices. PWD Titterington stated that they must have a plumber install them at an average cost of $1500 per unit; they are actively working with business owners on timelines for installation.

Commissioner Livsey asked if this was a requirement that the state enforced. Coordinator Gary stated that the Florida Department of Environmental Protection passes the laws, but entities are responsible for enforcement as it affects their water systems. Coordinator Gary added that they expect approximately 75% by the end of the month.

Commissioner Goldman stated that the non-compliance letter should emphasize that this requirement is pursuant to Florida Statutes. The Commission agreed with this and directed the Public Works Department to move forward with their timeline to ensure compliance.

**h. Police Department:** N/A

**i. Information Technology:** N/A

**j. Legal Services:** N/A

**k. Administrator: Approval of Three-Year Piggyback Agreement – Holiday Light Pole Decorations**

Administrator Moody stated that at the December 16, 2025 meeting the Commission directed staff to research replacement options for the dilapidated light pole decorations. Staff recommends a three-year lease with Holiday Outdoor Décor for updated holiday decorations, including installation and removal, reducing storage needs, staff time, and overtime. The agreement uses the City of St. Pete Beach's competitively bid contract which the City Attorney has reviewed and approved. The fiscal impact is $23,585 annually, pending contract pricing confirmation.

Commissioner Livsey inquired whether Duke Energy has fixed the poles along US Hwy 441. PWD Titterington stated that they have and replaced plugs on all of them.

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

Motion made by Commissioner Livsey to approve the three-year piggyback agreement with Holiday Outdoor Décor; seconded by Commissioner Smith.

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

### l. Administrator: Compensation Adjustment Policy

Administrator Moody reviewed the Compensation Adjustment Policy which establishes consistent guidelines for employee salary adjustments, including promotions, reclassifications, and educational or professional accomplishments. The policy promotes fairness, internal equity, and fiscal responsibility while providing a standardized review and approval process.

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

Motion made by Commissioner Goldman to approve the Compensation Adjustment Policy; seconded by Commissioner Smith.

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

**COMMISSION UPDATES:**

**Commissioner Dwyer:**

Mentioned the Chosen and Cherished organization, who asked about permitting for placing drop off containers around the City to collect diapers, formula, clothing, etc.

Administrator Moody replied that the City currently has a program to partner with rotating organizations via a collection box at City Hall. If one organization was allowed to place donation boxes on City property, it would open it up to multiple organizations placing boxes.

Mayor Dobkowski mentioned a similar type of donation box at the plaza where Sav-a-Lot is located. Commissioner Dwyer clarified that boxes would be around the city, not on City property.

Commissioner Dwyer stated he appreciated the response from Public Works regarding pot hole repair after the recent storms.

Administrator Moody stated that a Development Services employee texted her stating that the boxes around the City are unpermitted and unlicensed. In the meantime, CEL Vass can coordinate using the City's collection box.

**Commissioner Livsey:** N/A

**Commissioner Goldman:** Stated he is appreciative of the recent work by staff to create written policies.

**Commissioner Smith:** N/A

**Mayor Dobkowski: Memorial Benches**

Mayor Dobkowski received an inquiry from a citizen requesting a memorial bench be placed at Lake Lillian and asked if there are currently any policies or procedures. Clerk Merritt responded that there is nothing formal in place and past memorials were approved on a case-by-case basis.

Attorney Landt added that benches had been discussed in the past, but safety and maintenance was cited as a reason against installing them. Administrator Moody noted that maintenance would need to be part of a future policy and staff will move forward with research to present to the Commission at a future date.

Commissioner Goldman discussed the possibility of hanging banners over Hwy 441 similar to roadways in Ocala and Marion County. Administrator Moody commented that she believes past efforts may have been hindered by the Florida Department of Transportation as US Hwy 441 is managed by FDOT. Attorney Landt stated it may be cost prohibitive due to the height of the poles required.

**Mayor Dobkowski: Discussion Regarding City Administrator Responsibilities and Delegation of Authority**

Mayor Dobkowski stated that Administrator Moody's responsibilities have expanded significantly since her appointment 18 months ago. Mayor Dobkowski recommended reviewing the City Administrator's job description and reporting structure to better reflect current duties and provide additional supervisory authority over department heads. Mayor Dobkowski asked if the Commission would support the review, potentially by an appointed Commissioner working with the City Administrator and City Attorney to develop recommendations for consideration at a future meeting.

Commissioner Goldman supported reviewing the City Administrator's role and reporting structure, noting past misunderstandings regarding the position's authority. He emphasized that a centralized management structure, in which department heads report to the City Administrator, would improve oversight and accountability. He further expressed support for exploring the necessary changes, including a city manager form of government if recommended by the City Attorney.

Commissioner Dwyer stated he is in favor of the proposed changes, noting the challenges of Commissioners evaluating department heads without daily oversight. He added that the proposed change would streamline operations and allow for more timely decision-making as the City grows.

After discussion, Mayor Dobkowski agreed to serve on the committee.

**Adjournment:** Meeting adjourned by Mayor Dobkowski at 6:47 PM.

Attest:

_____

Lezli Merritt, MPA
City Clerk

# Presentation: "If I Were the Mayor" Essay Contest Winners

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

"If I Were the Mayor" Essay Contest Winners

**PRESENTING PARTY:**

Robert Vass, Events and Promotions Manager

**ITEM TYPE:**

Presentation

**BACKGROUND:**

As part of the 2026 Florida City Week, community engagement sponsored an "If I Were the Mayor" essay contest. Essays were submitted from #students throughout Belleview in three age groups: Grades 4 & 5; Grades 6-8 and High School age. They were asked to write, in less than 350 words, what they would do if they were the mayor. The winners are:

**Grade 4-5**

1st place: Greyson Hughes

2nd place: Ezekiel Fernandez

**Grade 6-8**

1st place: Cadie Parsons

2nd place: Elliott Stephenson

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.

**High School**

1st Place: Abigail Stephenson

**RECOMMENDED ACTIONS:**

**ATTACHMENTS:**

# Presentation: Salary Study

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Salary Study Presentation

**PRESENTING PARTY:**

Mariah Moody, City Administrator

**ITEM TYPE:**

Presentation

**BACKGROUND:**

Cody & Associates, Inc performed a salary study and presented it at the July 20, 2026 Commission Meeting. The Commission directed staff to include the increases from the study as one of the budget options, which was subsequently approved. However, there was no formal acceptance of the salary study and changes to pay grades and structure. Staff recommends acceptance and implementation of the changes.

**RECOMMENDED ACTIONS:**

Motion to approve and implement the salary study

**ATTACHMENTS:**

Salary Study Report
Salary Study Adjustment by Title

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.

# Classification and Compensation Study

## City of Belleview

**2026**

Cody & Associates, Inc.

220 Jamaica Drive Cocoa Beach, Florida 32931
(321) 783-9552; Fax (321) 613-3962
E-mail: Lbunting@codyassociates.org

# Cody & Associates, Inc.

**MANAGEMENT CONSULTANTS**

220 Jamaica Drive, Cocoa Beach, Florida

32931 (321) 783-9552; FAX(321) 613-3962


October 15, 2026

Ms. Mariah Moody, CMC
City Administrator
*City of Belleview*
5343 SE Abshier Blvd.
Belleview, FL. 34420

Dear Ms. Moody,

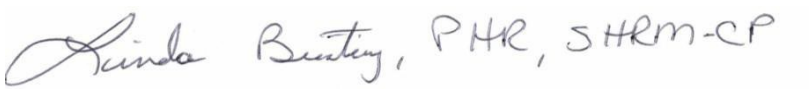
Upon completion of our assignment, we are respectfully submitting our report for the **Classification and Compensation Study** covering all positions in the service of the City of Belleview.

This report has been prepared as an accounting of our assignment and represents a record of our approach. The recommendations and comments provided herein exemplify our objective appraisal and are based on analysis and discussion within the scope of the assignment.

Our primary objective was to develop a Comprehensive Pay Plan that is equitable for both employees and the City of Belleview.

We appreciate the opportunity to serve you and the City of Belleview. We would also like to extend our sincere thanks to your staff, whose cooperation and courtesy were greatly appreciated throughout the Study.

Respectfully Submitted,




Linda Bunting
President

# CLASSIFICATION AND COMPENSATION STUDY

**City of Belleview**

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ENCLOSURE **2** – RECOMMENDED SALARY RANGES
ENCLOSURE **3** – MARKET DATA SUMMARY

# INTRODUCTION

This report contains the Study of the Salaries for the City of Belleview and presents all elements of said Study. In preparing this report, *Cody & Associates, Inc.* has used its best efforts and has taken reasonable care. The report, to an extent, relies on information and data received from third parties in which *Cody & Associates, Inc.* has assumed the accuracy and completeness thereof.

*Cody & Associates, Inc.* cannot guarantee that any particular result will be recognized from any actions taken on the basis of this report. The information and opinions expressed in this report have significance only within the context of the report in its entirety. No independent part of this report should be used or relied upon outside of this context.

This Study is not intended to represent an “end-to-end” solution but rather an essential component within the City of Belleview’s overall management program. The most effective management system will require regular fine-tuning and refinement of post-implementation.

These ongoing adjustments should reflect any recent changes in the labor marketplace to help ensure a current and equitable classification system and pay plan are maintained.

# STUDY ASSIGNMENT AND OBJECTIVES

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The City of Belleview, Florida, retained the services of *Cody & Associates, Inc.* to conduct a classification and compensation study for all positions under their jurisdiction.

In establishing said position classification and pay plan, we concentrated on the following primary objectives:

- Formulate a pay plan that will assist in reducing turnover costs and promote careers within the City
- Design a pay plan that will attract qualified personnel to render the services that the City provides.
- Establish a series of equitable classifications.
- Establish competitive salary ranges to ascertain salaries based on the median of the target data set
- Establish equitable relationships amongst the various jobs within the workforce (equal pay for equal work) and relieve compression between pay grades and role classifications
- Ensure fair and equal compensation opportunities for equal contributions to the effective operations in the City
- Design and present current salary ranges competitive to reasonably similar positions, that reflect the labor market where the City sources employee recruits, and are consistent with the economic conditions in Marion County

    - Our tactical strategy in setting salaries was based on the median of the data collected. This data was also used as a guide in setting the proposed pay plan.

To accomplish these objectives, we've separated the assignment into five (5) distinct segments:

- ❑ Analysis of the classifications for all positions with the City of Belleview
- ❑ Procurement of salary information from the survey market
- ❑ Analysis of salary survey data collected for the City of Belleview
- ❑ Methodically develop a pay plan and implementation option recommendations
- ❑ Report preparation

# POSITION EVALUATION PHASE

The Position Evaluation Phase of the Study included the following:

## REVIEW OF POSITIONS

The primary objective of this phase was to review all job descriptions and utilize this information to ensure that all positions were properly classified. In the classification phase of the study, we looked at the following information:

- ❑ Essential Functions
- ❑ Education
- ❑ Experience
- ❑ Knowledge and skill sets required

The above are functions of the position, not of the individual in the position. The internal relationship is crucial when setting salaries, as is market data used to guide the structuring of a pay plan.

# SALARY PHASE

The Salary Phase of the Study included the following:

## OBTAINMENT OF SALARY INFORMATION

The Consultant used 85% of the City's positions for benchmarks in the salary survey. The Consultant's objective during this salary phase was to analyze the compensation of City positions compared to the local market and some like-sized city agencies. The labor markets included are as follows: Bunnell, Bushnell, Crystal River, Dade City, Eustis, Fruitland, Gainesville, Lady Lake, Leesburg, Mount Dora, Newberry, Ocala, Ocoee, Orange Park, Tavares, Villages, Wildwood, Winter Garden, and Marion County.

## DEVELOPMENT OF THE SALARY SCHEDULES

The objective of this segment of the Study was to compile the salary survey results and the City's internal position relationships to design an appropriate salary schedule and pay plan for all positions involved. The salary survey guided salary decisions. Internal relationships were a crucial component in setting those salaries. The market data is typically used to evaluate the overall structure of the compensation plan. Market data summarizes overall market characteristics and captures the highs and lows of the market at a fixed point in time. It should not be used to set pay ranges. Each agency included in the market is unique and has its own organizational structure. Progression through positions may also vary, including whether agencies use career ladders. We utilized the market data and adapted the findings to create a pay plan applicable to the City. We found that agencies are having trouble hiring anyone starting at $15 an hour, even though some agencies use this as the starting point of their salary ranges.

We constructed a structured salary schedule using a five percent spread between each grade.

Not all ranges were used, but this schedule allows the City to scale your compensation plan as needed.

## GENERAL SALARY FINDINGS AND COMMENTS

We found most positions were below market and needed reclassification to better align with and reflect the current market. We used the salary findings as a guide in setting salaries. *Cody & Associates, Inc.* developed a pay plan based on the combination of both internal and external results.

Current market data was referenced at the time of the survey. All agencies were surveyed for this study and only the most current data was utilized.

# COMPENSATION PLAN RECOMMENDATIONS

## PURPOSE

The compensation plan is intended to provide all employees with equitable and competitive pay. This also compares pay to other employees performing similar roles in the City and to rates offered to other employees in the survey market.

## APPOINTMENT AND STARTING RATE GUIDELINES

The minimum rate for a position is the appointment (in-hiring) rate for a new employee. This rate reflects the position's current "marketplace" value based on the minimum qualifications needed to perform the work. We recommend the City adopt the minimums proposed in our study and establish them as the appointment rates. That said, exercise increased latitude and flexibility when determining actual in-hiring rates for applicants in hard-to-fill, mission-critical, and managerial positions, as work experience and availability are key factors. We have recognized that many agencies are finding it necessary to hire above the minimum for an increasing number of positions because of the current market.

Generally, appointments above the minimum salary would be authorized under varying circumstances. These would include:

- ❑ The applicant's training, work experience, or other related qualifications exceed those required. Such position appointments may be approved by the City Administrator or designee on an individual basis, at a rate of up to the midpoint of the range established for the position.

## SALARY RANGES AND PROGRESSION

- The Pay Plan consists of a Salary Schedule containing: salary ranges, the compensation attached to the ranges, and a listing of the assignments of each class in the Classification Plan to a range in the Salary Schedule.

An employee may receive a salary increase by one or more of the following: performance salary advancement, across-the-board increase, cost of living adjustments, promotion, reclassification, and pay range adjustment.

## PAY GRADE ADJUSTMENTS

Pay compression occurs frequently when adjustments to pay ranges are made in tandem with a pay increase. That said, we recommend against adjusting pay grades with every pay increase, as you may disproportionately compress pay between new and longer-service employees.

## TRAINEE CATEGORY

If an applicant for a position does not meet the minimum qualifications but is otherwise qualified for the position, the department head may request appointment as a "trainee." In such cases, the employee may be hired at a rate of five to ten percent (5%-10%) below the minimum salary until the minimum qualifications are satisfied.

The individual's probationary period should not begin until he/she has completed the trainee period.

This category is used to train people “on-the-job” who have the potential to perform effectively in a new role but lack some of the necessary skills or experience. The average time an individual remains in a trainee category would be a minimum of six (6) months and a maximum of twenty-four (24) months. This period depends on the skills or experience required, individual cases, and when

certification requirements are completed.

## PROMOTIONS

A promotion occurs when an employee moves from a position in one class to another position in an elevated class, and the position has a higher maximum salary.

The promoted employee should receive a salary increase to at least the rate of the new pay range, or 5%, whichever is higher. An amount higher than the minimum can be considered if the individual’s experience, skills, or qualifications merit a higher than minimum rate adjustment.

In some situations, an employee who is promoted from a position that receives paid overtime to an exempt position that receives no paid overtime could experience an actual pay loss in his/her annual salary earnings. In cases like this, consider a higher promotional pay adjustment to compensate for the situation, based on the average of the prior three years of overtime compensation. This adjustment should be added to the salary used to calculate the promotional increase.

The supervisor may use the first six (6) months of the promotion to evaluate the employee's performance and ensure the employee can satisfactorily perform the duties of the new position. At the end of this period, the employee’s supervisor can certify that the employee is satisfactorily performing his/her duties and the promotional increase discussed above will remain in effect.

## DEMOTIONS

If an employee is demoted for cause, the demotion will be to a lesser job classification and may include a reduction in pay.

An employee who requests a demotion, or who cannot perform the work, may be adjusted to a lower job classification. When a demotion of this nature occurs, the

employee’s pay should be reduced. Some circumstances may, however, require the employee to remain at the same pay level attained prior to the demotion. This will be at the discretion of the City of Belleview, but in no case should this exceed the maximum rate of the lower pay range.

## TRANSFERS

An employee who is transferred to a position in the same classification or to a different position with the same pay grade is not eligible for an increase.

An employee transferred to another position in a lower classification or grade shall be treated by the rules established for demotions.

## SPECIAL ASSIGNMENT CATEGORY (SAC)

This category can be used when an individual in a position is given an assignment(s) which encompasses duties and responsibilities of a different, advanced, and/or supervisory nature. These assignments are usually for a specified and limited period of time. This type of assignment is of a temporary nature, can be rescinded unilaterally by the City, and does not constitute a promotion. The City Administrator must approve all assignments that extend beyond 30 work days. A pay supplement may be given for the approved period.

## POST-MAXIMUM INCENTIVE

The maximum within each of the recommended pay ranges corresponds to the point where an employee's pay progression typically concludes. This indicates the point at which the "worth" of the position, according to the marketplace and comparable jobs, has reached its maximum value. However, we believe that some form of pay incentive exceeding this maximum threshold is necessary to maintain the productivity of the individual at an acceptable level.

When an individual reaches the maximum of the pay range, they will be eligible for a performance-driven adjustment. This adjustment would not be added to the

individual's base pay. The amount of the adjustment will be determined by the City Administrator or his/her designee. This approach has the effect of not compounding salary or fringe benefit costs and will limit both the short-term and long-term impact on the City. Additionally, this will serve to contribute to the retention of productive, long-term employees.

# IMPLEMENTATION

To implement the proposed Compensation Plan, we recommend using one of the following implementation strategies described below or a variation of B. Alternative B addresses salary compression issues.

**ALTERNATIVE A**

- Adopt the Pay Grades and Salary Schedule as recommended in this report
- Adjust the salaries of employees who fall below the minimum recommended to the minimum rate
- Freeze the pay rates of any employee presently being paid above the maximum for their pay range

This is the most cost-effective plan to implement; however, it addresses only external (market) equity and does not address internal equity issues. This alternative can create compression; thus, it is not recommended as an ideal alternative.

**ALTERNATIVE B**

- Adopt the Pay Grades and Salary Schedule as recommended in this report
- Adjust the salaries of all employees by a set dollar amount ($1 or $2) added to each employee's hourly rate to relieve any compression from the minimum of the range

**ALTERNATIVE C**

- Adopt the Pay Grades and Salary Schedule as recommended in this report
- For each year of service in the position, adjust the employee's salary by a two percent (2%) increase from the minimum of the pay range. Other percentages can be considered based on budget (1 ½% - 3 ½% is most common)
- Any employee who approaches the maximum, or is presently being paid above the maximum for their pay range, should be held at their present rate
- This approach would establish both external and internal equity within the organization

Addressing time in a position is crucial in alleviating salary compression in pay grades and maintaining employee morale. Additionally, enhancing employee retention is becoming an increasingly vital factor in the present market.

Other alternatives can be discussed.

# RECOMMENDED PAY PLAN

| | | CURRENT | | | PROPOSED | | |
|---|---|---|---|---|---|---|---|
| Positions | FLSA | Pay Grade | Annual Salary Minimum | Maximum | Pay Grade | Annual Salary Minimum | Maximum |
| Crossing Guard | NE | 5 | $32,843.20 | $48,339.20 | 6 | $35,360.00 | $51,272.00 |
| Janitor / Custodian | NE | 5 | $32,843.20 | $48,339.20 | 6 | $35,360.00 | $51,272.00 |
| Apprentice WS Utility Service Technician | NE | 7 | $34,486.40 | $53,289.60 | 7 | $37,128.00 | $57,548.40 |
| Customer Service Representative I | NE | 7 | $34,486.40 | $53,289.60 | 7 | $37,128.00 | $57,548.40 |
| Maintenance Technician I | NE | 7 | $34,486.40 | $53,289.60 | 7 | $37,128.00 | $57,548.40 |
| Maintenance Technician II | NE | 8 | $36,212.80 | $55,952.00 | 8 | $38,984.40 | $60,425.82 |
| PD Records Data Specialist | NE | 8 | $36,212.80 | $55,952.00 | 8 | $38,984.40 | $60,425.82 |
| Customer Service Representative II | NE | 9 | $38,022.40 | $58,760.00 | 9 | $40,933.62 | $63,447.11 |
| WS Utility Service Technician I | NE | 9 | $38,022.40 | $58,760.00 | 9 | $40,933.62 | $63,447.11 |
| Development Services Technician | NE | 11 | $41,932.80 | $64,792.00 | 10 | $42,980.30 | $66,619.47 |
| Facilities Maintenance Technician | NE | 10 | $39,936.00 | $61,692.80 | 10 | $42,980.30 | $66,619.47 |
| Maintenance / Inventory Technician | NE | 10 | $39,936.00 | $61,692.80 | 10 | $42,980.30 | $66,619.47 |
| Parks Services Technician | NE | 10 | $39,936.00 | $61,692.80 | 10 | $42,980.30 | $66,619.47 |
| Accounting Technician | NE | 12 | $44,033.60 | $68,016.00 | 11 | $45,129.32 | $69,950.44 |
| Customer Service Specialist | NE | 11 | $41,932.80 | $64,792.00 | 11 | $45,129.32 | $69,950.44 |
| Streets - Crew Leader | NE | 11 | $41,932.80 | $64,792.00 | 11 | $45,129.32 | $69,950.44 |
| WS Utility Service Technician II | NE | 11 | $41,932.80 | $64,792.00 | 11 | $45,129.32 | $69,950.44 |
| Zoning & Code Compliance Spec Trainee | NE | 11 | $41,932.80 | $64,792.00 | 11 | $45,129.32 | $69,950.44 |
| Events & Promotions Admin Asst | NE | 12 | $44,033.60 | $68,016.00 | 12 | $47,385.78 | $73,447.96 |
| Finance & Util Acct Technician I | NE | 12 | $44,033.60 | $68,016.00 | 12 | $47,385.78 | $73,447.96 |
| HR / RM Administrative Assistant | NE | 12 | $44,033.60 | $68,016.00 | 12 | $47,385.78 | $73,447.96 |
| Permit & Licensing Specialist I | NE | 12 | $44,033.60 | $68,016.00 | 12 | $47,385.78 | $73,447.96 |
| Planning, Zoning, and Code Enforcement Spec I* | NE | 13 | $46,238.40 | $71,427.20 | 12 | $47,385.78 | $73,447.96 |
| Plant Operator | NE | 12 | $44,033.60 | $68,016.00 | 12 | $47,385.78 | $73,447.96 |
| Zoning & Code Compliance Specialist I | NE | 12 | $44,033.60 | $68,016.00 | 12 | $47,385.78 | $73,447.96 |
| Accounting Technician II | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |
| Computer Technician / End User Support | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |





**ENCLOSURE 1**

# RECOMMENDED PAY PLAN

| | | CURRENT | | | PROPOSED | | |
|---|---|---|---|---|---|---|---|
| Positions | FLSA | Pay Grade | Annual Salary Minimum | Maximum | Pay Grade | Annual Salary Minimum | Maximum |
| Events / Promotions Specialist | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |
| Finance & Utilities Acct Technician II | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |
| IT Support Tech Trainee | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |
| Permit & Licensing Specialist II | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |
| Utility Billing Coordinator | NE | 14 | $48,547.20 | $74,984.00 | 13 | $49,755.07 | $77,120.36 |
| WS Utility Service Technician III | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |
| Zoning & Code Compliance Specialist II | NE | 13 | $46,238.40 | $71,427.20 | 13 | $49,755.07 | $77,120.36 |
| Building & Planning Specialist I | NE | New | | | 14 | $52,242.82 | $80,976.38 |
| Exec Asst to the Chief of Police | NE | 14 | $48,547.20 | $74,984.00 | 14 | $52,242.82 | $80,976.38 |
| Permit & Licensing Specialist III | NE | 14 | $48,547.20 | $74,984.00 | 14 | $52,242.82 | $80,976.38 |
| Planning & Zoning Specialist I | NE | New | | | 14 | $52,242.82 | $80,976.38 |
| Planning, Zoning, and Code Enforcement Spec II | NE | 14 | $48,547.20 | $74,984.00 | 14 | $52,242.82 | $80,976.38 |
| PW Administrative Operations Coordinator | NE | 14 | $48,547.20 | $74,984.00 | 14 | $52,242.82 | $80,976.38 |
| Utility Billing Accounting Manager | NE | 14 | $48,547.20 | $74,984.00 | 14 | $52,242.82 | $80,976.38 |
| Zoning & Code Compliance Specialist III | NE | 14 | $48,547.20 | $74,984.00 | 14 | $52,242.82 | $80,976.38 |
| Accountant I | NE | 15 | $50,980.80 | $78,728.00 | 15 | $54,854.97 | $85,025.20 |
| Building & Planning Specialist II | NE | New | | | 15 | $54,854.97 | $85,025.20 |
| Exec Asst to City Administrator | NE | 15 | $50,980.80 | $78,728.00 | 15 | $54,854.97 | $85,025.20 |
| Permit & Licensing Specialist IV | NE | 15 | $50,980.80 | $78,728.00 | 15 | $54,854.97 | $85,025.20 |
| Planning & Zoning Specialist II | NE | New | | | 15 | $54,854.97 | $85,025.20 |
| Planning, Zoning, and Code Enforcement Spec III | NE | 15 | $50,980.80 | $78,728.00 | 15 | $54,854.97 | $85,025.20 |
| Technology Support Specialist I | NE | 15 | $50,980.80 | $78,728.00 | 15 | $54,854.97 | $85,025.20 |
| Building & Planning Specialist III | NE | New | | | 16 | $57,597.71 | $89,276.46 |
| Planning & Zoning Specialist III | NE | New | | | 16 | $57,597.71 | $89,276.46 |
| Building & Planning Specialist IV | NE | New | | | 17 | $60,477.60 | $93,740.28 |
| Chief Plant Operator | NE | 17 | $56,180.80 | $86,819.20 | 17 | $60,477.60 | $93,740.28 |
| Planner | NE | New | | | 17 | $60,477.60 | $93,740.28 |





**ENCLOSURE 1**

# RECOMMENDED PAY PLAN

| | | CURRENT | | | PROPOSED | | |
|---|---|---|---|---|---|---|---|
| Positions | FLSA | Pay Grade | Annual Salary Minimum | Annual Salary Maximum | Pay Grade | Annual Salary Minimum | Annual Salary Maximum |
| Utility Services Technician Crew Leader | NE | 17 | $56,180.80 | $86,819.20 | 17 | $60,477.60 | $93,740.28 |
| Accountant II | NE | 18 | $58,988.80 | $91,166.40 | 18 | $63,501.48 | $98,427.29 |
| Cross Connection / Grease Trap Coordinator | NE | 18 | $58,988.80 | $91,166.40 | 18 | $63,501.48 | $98,427.29 |
| Sr. Building & Planning Specialist | NE | New | | | 18 | $63,501.48 | $98,427.29 |
| Sr. Planner | NE | New | | | 18 | $63,501.48 | $98,427.29 |
| Systems Administrator | NE | New | | | 18 | $63,501.48 | $98,427.29 |
| Technology Support Specialist II | NE | 18 | $58,988.80 | $91,166.40 | 18 | $63,501.48 | $98,427.29 |
| Community Engagement Liaison | E | 19 | $61,950.04 | $95,712.10 | 19 | $66,676.55 | $103,348.66 |
| GIS Asset and Mapping Specialist | E | 21 | $68,286.40 | $105,531.28 | 20 | $70,010.30 | $108,516.09 |
| Network Administrator | E | New | | | 21 | $73,510.90 | $113,941.90 |
| Senior Accountant | NE | 21 | $68,307.20 | $105,601.60 | 21 | $73,510.90 | $113,941.90 |
| Technology Support Specialist III | NE | 21 | $68,307.20 | $105,601.60 | 21 | $73,510.90 | $113,941.90 |
| Senior Accounting Analyst | NE | New | | | 22 | $77,186.45 | $119,638.99 |
| City Clerk | E | 25 | $77,746.60 | $120,120.05 | 23 | $81,045.77 | $125,620.94 |
| Field Operations Supervisor | E | 25 | $77,746.60 | $120,120.05 | 23 | $81,045.77 | $125,620.94 |
| HR/Risk Management Manager | E | 25 | $77,746.60 | $120,120.05 | 23 | $81,045.77 | $125,620.94 |
| Police Lieutenant | E | 25 | $77,746.60 | $120,120.05 | 23 | $81,045.77 | $125,620.94 |
| Finance Manager | E | New | | | 25 | $89,352.96 | $138,497.09 |
| Comptroller | E | New | | | 26 | $93,820.61 | $145,421.94 |
| Chief of Police | E | 30 | $99,228.21 | $158,418.03 | 28 | $103,437.22 | $160,327.69 |
| Development Services Director | E | 30 | $99,228.21 | $158,418.03 | 28 | $103,437.22 | $160,327.69 |
| Finance Director | E | 30 | $99,228.21 | $158,418.03 | 28 | $103,437.22 | $160,327.69 |
| Information Technology Director | E | 30 | $99,228.21 | $158,418.03 | 28 | $103,437.22 | $160,327.69 |
| Public Works Director | E | 30 | $99,228.21 | $158,418.03 | 28 | $103,437.22 | $160,327.69 |
| City Administrator | E | 34 | $120,612.76 | $192,558.13 | 32 | $125,728.59 | $194,879.31 |





**ENCLOSURE 1**

# RECOMMENDED SALARY SCHEDULE

| Proposed | | | | | | |
|---|---|---|---|---|---|---|
| Pay | | Hourly | | | Annual | |
| Grade | Min | Mid | Max | Minimum | Midpoint | Maximum |
| 6 | $17.00 | $20.83 | $24.65 | $35,360.00 | $43,316.00 | $51,272.00 |
| 7 | $17.85 | $22.76 | $27.67 | $37,128.00 | $47,338.20 | $57,548.40 |
| 8 | $18.74 | $23.90 | $29.05 | $38,984.40 | $49,705.11 | $60,425.82 |
| 9 | $19.68 | $25.09 | $30.50 | $40,933.62 | $52,190.37 | $63,447.11 |
| 10 | $20.66 | $26.35 | $32.03 | $42,980.30 | $54,799.88 | $66,619.47 |
| 11 | $21.70 | $27.66 | $33.63 | $45,129.32 | $57,539.88 | $69,950.44 |
| 12 | $22.78 | $29.05 | $35.31 | $47,385.78 | $60,416.87 | $73,447.96 |
| 13 | $23.92 | $30.50 | $37.08 | $49,755.07 | $63,437.72 | $77,120.36 |
| 14 | $25.12 | $32.02 | $38.93 | $52,242.82 | $66,609.60 | $80,976.38 |
| 15 | $26.37 | $33.63 | $40.88 | $54,854.97 | $69,940.08 | $85,025.20 |
| 16 | $27.69 | $35.31 | $42.92 | $57,597.71 | $73,437.09 | $89,276.46 |
| 17 | $29.08 | $37.07 | $45.07 | $60,477.60 | $77,108.94 | $93,740.28 |
| 18 | $30.53 | $38.93 | $47.32 | $63,501.48 | $80,964.39 | $98,427.29 |
| 19 | $32.06 | $40.87 | $49.69 | $66,676.55 | $85,012.61 | $103,348.66 |
| 20 | $33.66 | $42.92 | $52.17 | $70,010.38 | $89,263.24 | $108,516.09 |
| 21 | $35.34 | $45.06 | $54.78 | $73,510.90 | $93,726.40 | $113,941.90 |
| 22 | $37.11 | $47.31 | $57.52 | $77,186.45 | $98,412.72 | $119,638.99 |
| 23 | $38.96 | $49.68 | $60.39 | $81,045.77 | $103,333.35 | $125,620.94 |
| 24 | $40.91 | $52.16 | $63.41 | $85,098.06 | $108,500.02 | $131,901.99 |
| 25 | $42.96 | $54.77 | $66.59 | $89,352.96 | $113,925.02 | $138,497.09 |
| 26 | $45.11 | $57.51 | $69.91 | $93,820.61 | $119,621.27 | $145,421.94 |
| 27 | $47.36 | $60.39 | $73.41 | $98,511.64 | $125,602.34 | $152,693.04 |
| 28 | $49.73 | $63.41 | $77.08 | $103,437.22 | $131,882.45 | $160,327.69 |
| 29 | $52.22 | $66.58 | $80.93 | $108,609.08 | $138,476.58 | $168,344.07 |
| 30 | $54.83 | $69.90 | $84.98 | $114,039.53 | $145,400.41 | $176,761.28 |
| 31 | $57.57 | $73.40 | $89.23 | $119,741.51 | $152,670.43 | $185,599.34 |
| 32 | $60.45 | $77.07 | $93.69 | $125,728.59 | $160,303.95 | $194,879.31 |
| 33 | $63.47 | $80.92 | $98.38 | $132,015.02 | $168,319.14 | $204,623.27 |
| 34 | $66.64 | $84.97 | $103.30 | $138,615.77 | $176,735.10 | $214,854.44 |
| 35 | $69.97 | $89.22 | $108.46 | $145,546.55 | $185,571.86 | $225,597.16 |

# RAW DATA

| | | CURRENT | | | | RAW DATA HOURLY | | | |
|---|---|---|---|---|---|---|---|---|---|
| Pay | | Hourly Salary | | Annual Salary | | Median | | Median + 3.5% | |
| Grade | Positions | Minimum | Maximum | Minimum | Maximum | Min | Max | Min | Max |
| 5 | Crossing Guard | $15.79 | $23.24 | $32,843.20 | $48,339.20 | 15.69 | 23.03 | 16.24 | 23.83 |
| 5 | Janitor / Custodian | $15.79 | $23.24 | $32,843.20 | $48,339.20 | 15.30 | 21.75 | 15.83 | 22.51 |
| 7 | Customer Service Representative I | $16.58 | $25.62 | $34,486.40 | $53,289.60 | 16.43 | 24.25 | 17.01 | 25.10 |
| 7 | Maintenance Technician I | $16.58 | $25.62 | $34,486.40 | $53,289.60 | 16.35 | 24.65 | 16.93 | 25.51 |
| 8 | PD Records Data Specialist | $17.41 | $26.90 | $36,212.80 | $55,952.00 | 18.41 | 27.58 | 19.06 | 28.55 |
| 10 | Facilities Maintenance Technician | $19.20 | $29.66 | $39,936.00 | $61,692.80 | 18.33 | 29.23 | 18.97 | 30.25 |
| 10 | Parks Services Technician | $19.20 | $29.66 | $39,936.00 | $61,692.80 | 17.52 | 27.16 | 18.13 | 28.11 |
| 11 | Customer Service Specialist | $20.16 | $31.15 | $41,932.80 | $64,792.00 | 19.39 | 30.74 | 20.07 | 31.81 |
| 11 | Police Officer Recruit | $20.16 | $31.15 | $41,932.80 | $64,792.00 | 19.29 | 33.53 | 19.96 | 34.70 |
| 11 | Streets - Crew Leader | $20.16 | $31.15 | $41,932.80 | $64,792.00 | 19.87 | 31.31 | 20.57 | 32.40 |
| 11 | WS Utility Service Technician II | $20.16 | $31.15 | $41,932.80 | $64,792.00 | 18.77 | 28.62 | 19.43 | 29.62 |
| 12 | Accounting Technician | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 20.02 | 31.97 | 20.72 | 33.09 |
| 12 | Development Services Technician II | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 18.17 | 26.80 | 18.80 | 27.74 |
| 12 | Events & Promotions Admin Asst | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 20.74 | 30.59 | 21.46 | 31.66 |
| 12 | Finance & Util Acct Technician I | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 19.80 | 30.78 | 20.49 | 31.85 |
| 12 | HR / RM Administrative Assistant | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 19.57 | 29.66 | 20.25 | 30.69 |
| 12 | Permit & Licensing Specialist I | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 18.80 | 29.25 | 19.46 | 30.28 |
| 12 | Plant Operator | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 22.18 | 33.22 | 22.95 | 34.39 |
| 12 | Zoning & Code Compliance Specialist | $21.17 | $32.70 | $44,033.60 | $68,016.00 | 19.60 | 30.63 | 20.28 | 31.70 |
| 13 | Accounting Technician II | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 22.27 | 36.57 | 23.05 | 37.85 |
| 13 | Finance & Utilities Acct Technician II | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 20.93 | 35.37 | 21.66 | 36.61 |
| 13 | Computer Technician / End User | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 22.58 | 34.95 | 23.37 | 36.17 |
| 13 | Development Services Technician III | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 23.91 | 37.06 | 24.75 | 38.36 |
| 13 | Events / Promotions Specialist | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 19.32 | 28.28 | 20.00 | 29.27 |
| 13 | IT Support Tech Trainee | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 24.42 | 36.58 | 25.27 | 37.86 |
| 13 | Permit & Licensing Specialist II | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 19.96 | 30.21 | 20.66 | 31.27 |
| 13 | Planning, Zoning, Code Enforce Spec | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 22.53 | 36.71 | 23.32 | 37.99 |
| 13 | WS Utility Service Technician III | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 20.13 | 31.36 | 20.83 | 32.46 |
| 13 | Zoning & Code Compliance Specialist | $22.23 | $34.34 | $46,238.40 | $71,427.20 | 24.53 | 33.81 | 25.39 | 34.99 |
| 14 | Development Services Technician IV | $23.34 | $36.05 | $48,547.20 | $74,984.00 | 23.10 | 38.25 | 23.90 | 39.59 |
| 14 | Exec Asst to the Public Works | $23.34 | $36.05 | $48,547.20 | $74,984.00 | 22.38 | 33.31 | 23.16 | 34.47 |
| 14 | Exec Asst to the Chief of Police | $23.34 | $36.05 | $48,547.20 | $74,984.00 | 22.36 | 33.30 | 23.14 | 34.47 |
| 14 | Permit & Licensing Specialist III | $23.34 | $36.05 | $48,547.20 | $74,984.00 | 22.16 | 34.57 | 22.94 | 35.78 |
| 14 | Planning, Zoning, Code Enforce Spec | $23.34 | $36.05 | $48,547.20 | $74,984.00 | 21.90 | 37.33 | 22.67 | 38.64 |
| 14 | UB Accounting Manager | $23.34 | $36.05 | $48,547.20 | $74,984.00 | 30.30 | 46.26 | 31.36 | 47.87 |
| 14 | Zoning & Code Compliance Specialist | $23.34 | $36.05 | $48,547.20 | $74,984.00 | 23.29 | 36.46 | 24.10 | 37.74 |
| 15 | Accountant I | $24.51 | $37.85 | $50,980.80 | $78,728.00 | 24.10 | 38.38 | 24.94 | 39.72 |
| 15 | Development Services Technician V | $24.51 | $37.85 | $50,980.80 | $78,728.00 | 23.10 | 38.25 | 23.90 | 39.59 |
| 15 | Exec Asst to City Administrator | $24.51 | $37.85 | $50,980.80 | $78,728.00 | 23.88 | 36.48 | 24.71 | 37.76 |

* The data was aged by 3.5% because the data was collected in FY2025.

# RAW DATA

| | | CURRENT | | | | RAW DATA HOURLY | | | |
|---|---|---|---|---|---|---|---|---|---|
| Pay | | Hourly Salary | | Annual Salary | | Median | | Median + 3.5% | |
| Grade | Positions | Minimum | Maximum | Minimum | Maximum | Min | Max | Min | Max |
| 15 | Permit & Licensing Specialist IV | $24.51 | $37.85 | $50,980.80 | $78,728.00 | 25.72 | 37.32 | 26.62 | 38.63 |
| 15 | Planning, Zoning & Code Enforce | $24.51 | $37.85 | $50,980.80 | $78,728.00 | 25.04 | 40.71 | 25.92 | 42.14 |
| 15 | Technology Support Specialist I | $24.51 | $37.85 | $50,980.80 | $78,728.00 | 23.30 | 35.37 | 24.11 | 36.61 |
| 16 | Police Officer | $25.73 | $39.75 | $53,518.40 | $82,680.00 | 30.17 | 44.76 | 31.23 | 46.33 |
| 17 | Chief Plant Operator | $27.01 | $41.74 | $56,180.80 | $86,819.20 | 27.79 | 40.72 | 28.77 | 42.15 |
| 18 | Accountant II | $28.36 | $43.83 | $58,988.80 | $91,166.40 | 26.05 | 40.57 | 26.96 | 41.99 |
| 18 | Cross Connection / Grease Trap | $28.36 | $43.83 | $58,988.80 | $91,166.40 | 17.77 | 26.65 | 18.39 | 27.58 |
| 18 | Technology Support Specialist II | $28.36 | $43.83 | $58,988.80 | $91,166.40 | 25.33 | 38.46 | 26.22 | 39.81 |
| 19 | Police Corporal | $29.79 | $46.02 | $61,963.20 | $95,721.60 | 30.70 | 44.35 | 31.78 | 45.90 |
| 21 | Accountant III | $32.84 | $50.77 | $68,307.20 | $105,601.60 | 31.18 | 47.50 | 32.27 | 49.16 |
| 21 | Technology Support Specialist III | $32.84 | $50.77 | $68,307.20 | $105,601.60 | 28.60 | 44.12 | 29.60 | 45.66 |
| 23 | Police Sergeant | $36.20 | $55.94 | $75,296.00 | $116,355.20 | 38.69 | 54.67 | 40.05 | 56.59 |
| 19 | Events and Promotions Manager | | | $61,950.04 | $95,712.10 | 59,113.00 | 98,583.42 | 61,181.96 | 102,033.84 |
| 21 | GIS Asset and Mapping Specialist | | | $68,286.40 | $105,531.28 | 57,193.39 | 85,376.57 | 59,195.15 | 88,364.75 |
| 25 | City Clerk | | | $77,746.60 | $120,120.05 | 79,514.17 | 132,465.14 | 82,297.17 | 137,101.42 |
| 25 | Deputy Finance Director | | | $77,746.60 | $120,120.05 | 82,089.88 | 125,560.94 | 84,963.02 | 129,955.58 |
| 25 | Field Operations Supervisor | | | $77,746.60 | $120,120.05 | 64,468.05 | 88,243.49 | 66,724.43 | 91,332.01 |
| 25 | HR/Risk Management Manager | | | $77,746.60 | $120,120.05 | 71,815.12 | 113,812.10 | 74,328.65 | 117,795.53 |
| 25 | Lieutenant | | | $77,746.60 | $120,120.05 | 78,176.76 | 121,195.27 | 80,912.95 | 125,437.11 |
| 30 | Chief of Police | | | $99,228.21 | $158,418.03 | 97,877.18 | 158,603.77 | 101,302.88 | 164,154.90 |
| 30 | Development Services Director | | | $99,228.21 | $158,418.03 | 93,205.63 | 153,125.71 | 96,467.83 | 158,485.11 |
| 30 | Finance Director | | | $99,228.21 | $158,418.03 | 101,334.97 | 167,563.92 | 104,881.69 | 173,428.66 |
| 30 | Information Technology Director | | | $99,228.21 | $158,418.03 | 103,836.02 | 169,155.95 | 107,470.28 | 175,076.41 |
| 30 | Public Works Director | | | $99,228.21 | $158,418.03 | 94,047.62 | 160,654.26 | 97,339.29 | 166,277.16 |
| 34 | City Administrator | | | $120,612.76 | $192,558.13 | 99,957.20 | 156,569.33 | 103,455.70 | 162,049.26 |

* The data was aged by 3.5% because the data was collected in FY2025.



**ENCLOSURE 3**

**2026/27 FY Proposed Salary Study Adjustments**

| JOB TITLE | Department | Hourly Rate | Annual Salary | Survey Adjustment | New Salary | Employment Status | Employment Type | Hire Date | Year Employed | Total # Years of Service |
|---|---|---|---|---|---|---|---|---|---|---|
| CITY ADMINISTRATOR | 12-ADMIN | 60.32 | 125,473.46 | 255.13 | 125,728.59 | Active | Full-Time | 09/20/2018 | 2018 | 8 |
| HR/RM MANAGER | 12-ADMIN | 46.72 | 97,172.55 | | 97,172.55 | Active | Full-Time | 09/01/2023 | 2023 | 3 |
| CITY CLERK | 12-ADMIN | 43.29 | 90,052.84 | | 90,052.84 | Active | Full-Time | 01/11/2010 | 2010 | 16 |
| COMMUNITY ENGAGEMENT LIAISON | 12-ADMIN | 33.84 | 70,395.56 | | 70,395.56 | Active | Full-Time | 06/01/2024 | 2024 | 2 |
| HR RM ADMIN ASST | 12-ADMIN | 28.89 | 60,091.20 | | 60,091.20 | Active | Full-Time | 02/16/2015 | 2015 | 11 |
| CUSTOMER SERVICE REP 1 | 12-ADMIN | 18.83 | 39,166.40 | | 39,166.40 | Active | Full-Time | 06/01/2026 | 2026 | 0 |
| CUSTOMER SERVICE REP II | 12-ADMIN | 21.28 | 44,262.40 | | 44,262.40 | Active | Full-Time | 01/26/2026 | 2026 | 0 |
| UTILITY BILLING MANAGER | 12-ADMIN | 27.55 | 57,304.00 | | 57,304.00 | Active | Full-Time | 08/03/2026 | 2026 | 0 |
| COMPTROLLER | 13-FINANCE | 59.18 | 123,085.00 | | 123,085.00 | Active | Full-Time | 08/24/2026 | 2026 | 0 |
| SENIOR ACCOUNTING ANALYST | 13-FINANCE | 37.32 | 77,625.60 | | 77,625.60 | Active | Full-Time | 11/29/2018 | 2018 | 8 |
| ACCOUNTING TECHNICIAN II | 13-FINANCE | 25.50 | 53,040.00 | | 53,040.00 | Active | Full-Time | 10/23/2023 | 2023 | 3 |
| ACCOUNTING TECHNICIAN I | 13-FINANCE | 21.70 | 45,129.32 | 1,095.72 | 46,225.04 | VACANT | Full-Time | | | 0 |
| | | | | | | | | | | |
| DEVELOPMENT SERVICES DIRECTOR | 15-DS | 60.11 | 125,024.21 | | 125,024.21 | Active | Full-Time | 05/20/2013 | 2013 | 13 |
| BUILDING & PLANNING SPEC II | 15-DS | 31.18 | 64,854.40 | | 64,854.40 | Active | Full-Time | 12/18/2017 | 2017 | 9 |
| PLNG & ZONING CE SPECIALIST | 15-DS | 26.92 | 55,993.60 | | 55,993.60 | Active | Full-Time | 08/16/2017 | 2017 | 9 |
| ZONING & CODE COMPLNCE SPEC I | 15-DS | 23.59 | 49,067.20 | | 49,067.20 | Active | Full-Time | 04/01/1991 | 1991 | 35 |
| DEV SERVICES TECHNICIAN | 15-DS | 21.81 | 45,364.80 | | 45,364.80 | Active | Full-Time | 10/07/2025 | 2025 | 1 |
| | | | | | | | | | | |
| INFORMATION TECHNOLOGY DIRECTOR | 19-IT | 71.56 | 148,838.35 | | 148,838.35 | Active | Full-Time | 02/10/2003 | 2003 | 23 |
| TECHNOLOGY SUPPORT SPECIALIST I | 19-IT | 28.70 | 59,696.00 | | 59,696.00 | Active | Full-Time | 03/20/2023 | 2023 | 3 |
| | | | | | | | | | | |
| CHIEF OF POLICE | 21-PD | 71.56 | 148,838.35 | | 148,838.35 | Active | Full-Time | 05/12/1986 | 1986 | 40 |
| POLICE LT | 21-PD | 44.72 | 93,026.01 | | 93,026.01 | Active | Full-Time | 04/06/2015 | 2015 | 11 |
| EXECUTIVE ASST TO POLICE CHIEF | 21-PD | 37.60 | 78,208.00 | | 78,208.00 | Active | Full-Time | 11/08/2004 | 2004 | 22 |
| RECORDS DATA SPECIALIST | 21-PD | 21.08 | 43,846.40 | | 43,846.40 | Active | Full-Time | 10/22/2018 | 2018 | 8 |
| SCHOOL CROSSING GUARD | 21-PD | 18.24 | 18,969.60 | | 18,969.60 | Active | Part-Time | 08/10/2016 | 2016 | 10 |
| | | | | | | | | | | |
| PUBLIC WORKS DIRECTOR | 36-WS | 78.10 | 162,450.41 | | | Active | Full-Time | 03/23/2021 | 2021 | 5 |
| INTERIM FIELD OPER MANAGER/VAC | 36-WS | 38.50 | 80,079.00 | 966.77 | 81,045.77 | Active | Full-Time | 11/24/2025 | 2025 | 1 |
| PW ADMIN OPERATONS COORD | 36-WS | 29.39 | 61,131.20 | | 61,131.20 | Active | Full-Time | 06/21/2021 | 2021 | 5 |
| GIS MAPPING & ASSET SPECIALIST | 36-WS | 36.60 | 76,123.75 | | 76,123.75 | Active | Full-Time | 02/01/2023 | 2023 | 3 |
| CROSS CONNECTION/GT COORDINATOR | 36-WS | 32.86 | 68,348.80 | | 68,348.80 | Active | Full-Time | 10/21/2024 | 2024 | 2 |
| MAINTENANCE/INVENTORY TECH | 36-WS | 24.09 | 50,107.20 | | 50,107.20 | Active | Full-Time | 04/22/2024 | 2024 | 2 |
| CHIEF PLANT OPERATOR | 36-WS | 40.41 | 84,052.80 | | 84,052.80 | Active | Full-Time | 02/24/2012 | 2012 | 14 |
| PLANT OPERATOR | 36-WS | 28.92 | 60,153.60 | | 60,153.60 | Active | Full-Time | 06/27/2018 | 2018 | 8 |
| UTILITIES SERV TECH CREW LEADER | 36-WS | 27.82 | 57,865.60 | 2,612.00 | 60,477.60 | Active | Full-Time | 11/24/2025 | 2025 | 1 |
| W/S UTILITY SERVICE TECH II | 36-WS | 23.53 | 48,942.40 | | 48,942.40 | Active | Full-Time | 07/08/2020 | 2020 | 6 |
| W/S UTILITY SERVICE TECH I | 36-WS | 22.09 | 45,947.20 | | 45,947.20 | Active | Full-Time | 12/26/2023 | 2023 | 3 |
| W/S UTILITY SERVICE TECH I | 36-WS | 22.99 | 47,819.20 | | 47,819.20 | Active | Full-Time | 10/20/2025 | 2025 | 1 |
| W/S UTILITY SERVICE TECH I | 36-WS | 18.83 | 39,166.40 | 1,767.22 | 40,933.62 | Active | Full-Time | 09/09/2026 | 2026 | 0 |
| WS UTILITY SERV TECHN APPREN | 36-WS | 17.59 | 36,587.20 | 540.80 | 37,128.00 | Active | Full-Time | 11/17/2025 | 2025 | 1 |
| WS UTILITY SERV TECHN APPREN | 36-WS | 17.08 | 35,526.40 | 1,601.60 | 37,128.00 | Active | Full-Time | 06/09/2026 | 2026 | 0 |
| FACILITIES MAINTENANCE TECH | 41-STREET | 24.41 | 50,772.80 | | 50,772.80 | Active | Full-Time | 03/18/2013 | 2013 | 13 |
| CUSTODIAN/JANITOR | 41-STREET | 20.25 | 42,120.00 | | 42,120.00 | Active | Full-Time | 06/11/2015 | 2015 | 11 |
| STREETS - CREW LEADER | 41-STREET | 25.75 | 53,560.00 | | 53,560.00 | Active | Full-Time | 12/16/2024 | 2024 | 2 |
| MAINTENANCE TECH 1 - STREETS | 41-STREET | 19.59 | 40,747.20 | | 40,747.20 | Active | Full-Time | 07/21/2025 | 2025 | 1 |
| MAINTENANCE TECH 1 - STREETS | 41-STREET | 17.59 | 36,587.20 | 540.80 | 37,128.00 | Active | Full-Time | 06/16/2026 | 2026 | 0 |
| MAINTENANCE TECH 1 - STREETS | 41-STREET | 16.58 | 34,486.40 | 2,641.60 | 37,128.00 | VACANT | Full-Time | | | 0 |
| PARKS SERVICES TECHNICIAN | 72-PR | 22.03 | 45,822.40 | | 45,822.40 | Active | Full-Time | 05/27/2025 | 2025 | 1 |
| | | | | 11,766.51 | | | | | | |
| DEPT. HEADS/EXEC STAFF | | | | Base Only | | | | | | |
| REMANING EXEMPT STAFF | | | | | | | | | | |

# Scheduled Audience: Belleview CEP

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Scheduled Audience: Belleview CEP

**PRESENTING PARTY:**

Lezli Merritt, City Clerk

**ITEM TYPE:**

Scheduled Audience

**BACKGROUND:**

A representative with the Belleview CEP will provide updates

**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.

# Unscheduled Audience

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**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.

# City Clerk: Updates

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

City Clerk: Updates

**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.

# Development Services: Updates

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**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.

# Finance Department: Updates

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Finance Department: Updates

**PRESENTING PARTY:**

Julie Probus, Comptroller

**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.

# Public Works: Contract Extension for Lift Station Emergency Repairs & Rehabilitation

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Public Works: Contract Extension for Lift Station Emergency Repairs & Rehabilitation

**PRESENTING PARTY:**

Bob Titterington, Public Works Director

**ITEM TYPE:**

Action Items

**BACKGROUND:**

1. This Modification to the Agreement renews the contract for one (1) year, effective October 1, 2026 until
September 30, 2027.
2. The parties acknowledge that the Agreement expired, but in keeping with the practice of the Parties, they
have continued under the Agreement, and it is their intent with this renewal to formalize that continuation.
3. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**RECOMMENDED ACTIONS:**

Motion to approve one (1) year extension for RCM Utilities.

**ATTACHMENTS:**

Marion County - Modification of Agreement 22B-199-CA-02
RCM Utilities Agreement

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.

**Marion County**
**Board of County Commissioners**

# MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 22B-199 Lift Station Emergency Repairs & Rehabilitation

MODIFICATION NUMBER: 2 MODIFICATION EFFECTIVE DATE: October 1, 2026

DESCRIPTION OF MODIFICATION:

1. This Modification to the Agreement renews the contract for one (1) year, effective October 1, 2026 until September 30, 2027.
2. The parties acknowledge that the Agreement expired, but in keeping with the practice of the Parties, they have continued under the Agreement, and it is their intent with this renewal to formalize that continuation.
3. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

**NOTE!** All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: MELISSA MASTERS
E-MAIL: melissa.masters@marionfl.org
PHONE: 352-671-8640

CONTRACTOR NAME: RCM Utilities, LLC
ADDRESS: 1451 Pine Grove Road , Eustis, FL 32726
ATTN: Chris Creech | chris@rcmutilities.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

10/6/2026
CARL ZALAK, III DATE
CHAIRMAN

ATTEST:

10/6/2026
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
RCM Utilities, LLC

Melissa Moss 10/7/2026
BY: DATE
Melissa Moss
PRINTED NAME

Controller
ITS:

**AGREEMENT EXTENSION**

RCM Utilities, LLC

Lift Station Emergency Repairs and Rehabilitation

RCM Utilities, LLC (“RCM”) entered into an agreement on January 19, 2023 with the City of Belleview, Florida ("City") to perform as needed lift station repairs and rehabilitations for the City of Belleview. The parties acknowledge that this agreement was "piggybacked”, on the Marion County and RCM Agreement. The parties further acknowledge that the Agreement expired, but in keeping with the practice of the Parties, they have continued under the Agreement, and it is their intent with this renewal to formalize that continuation. This Modification to the Agreement renews the contract for one (1) year, effective October 1, 2026 until September 30, 2027. All provisions of the Agreement not specifically modified herein shall remain in full force and effect. The parties hereto shall be bound by and perform in accordance with the terms of agreement (including but not limited to the duties and responsibilities of the parties, the scope of services to be performed, the specifications for work to be performed, and pricing, as set forth in said Marion County Agreement for Contract 22B-199 and the Exhibits thereto).

Authorized by Chapter 2004-466, Laws of Florida, as amended by Chapter 2012-239, Laws of Florida, is legislation allowing a public body to make purchases of goods and services from contracts procured by any other federal, state, or local government entity or any tax-exempt organization under the provisions of section 501(c)(3) of the Internal Revenue Code which is organized exclusively to assist any governmental entity in serving and representing citizens under the terms of a bid submitted to such entity or organization, provided that such contract is procured in compliance with the procuring entity's or organization's laws, bylaws, rules, regulations, or ordinances, or policies regarding competitive solicitation, which must provide for full and open competition.

RCM’s agents or employees have visited the sites and become familiar with and are satisfied as to the general, local, and site conditions that may affect costs, progress, performance, or furnishings of the work to be performed.

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as they party may have specified by written notice to the other party delivered according to this Section

| | |
|---|---|
| For City: | City Clerk<br>5343 Abshier Boulevard<br>Belleview, Florida 34420 |
| For RCM: | RCM Utilities, LLC<br>100 W Mills Avenue<br>Eustis, Florida 32726 |

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS CITY CLERK LEZLI MERRITT AT 352-245-7021 EXT 2109; LMERRITT@BELLEVIEWFL.ORG; 5343 SE ABSHIER BLVD, BELLEVIEW, FL 34420.**

By the signature below, Chris Creech, affirms that he is authorized by RCM Utilities, LLC to execute this agreement and he has the authority to bind RCM Utilities, LLC to the terms and conditions hereof. By her signature below, Christine K. Dobkowski affirms that she is authorized by the City to execute this agreement and she has the authority to bind the City to the terms and conditions hereof.

Executed by the parties on the date set forth herein-below.

**RCM Utilities, LLC**

_____ _____

CHRIS CREECH
President

Date

**City of Belleview, Florida**

_____

CHRISTINE K. DOBKOWSKI
Mayor/Commissioner

Attest:

_____ _____

LEZLI MERRITT
City Clerk

Date

# Public Works: DEP Grant Agreement for Rehabilitation of Critical Lift Stations

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Public Works: State of Florida Department of Environmental Protection Grant for Rehabilitation of Critical Lift Stations

**PRESENTING PARTY:**

Bob Titterington, Public Works Director

**ITEM TYPE:**

Action Items

**BACKGROUND:**

The city applied for a legislative grant to rehabilitate lift station 19, 24 and 31. The estimated cost of the project is approximately $550,000. The city received a legislative grant in the amount of $206,250. The work will be completed by RCM Utilities, LLC's under the contract for lift station emergency repairs and rehabilitation.

**RECOMMENDED ACTIONS:**

Motion to approve Grant Agreement L0409 and approve Mayor to execute contract

**ATTACHMENTS:**

Agreement L0409

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): **Belleview Rehabilitation of Critical Lift Stations**

Agreement Number: **L0409**

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, FL 34420**

FEID: **59-6002573**

(Grantee)

3. Agreement Begin Date: **July 01, 2026**

Date of Expiration: **December 31, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (29.07137, -82.06095)**

Project Description: **The Grantee will rehabilitate three existing wastewater lift stations through structural and electrical improvements.**

5. Total Amount of Funding: **$ 206,250.00**

| Funding Source? | Award #s or Line-Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ■ State ☐ Federal | **LP, GAA LI 1766A, FY 26-27, WPSPTF** | $ **206,250.00** |
| ☐ State ☐ Federal | | $ |
| ☐ State ☐ Federal | | $ |
| ☐ Grantee Match | | $ |
| | Total Amount of Funding + Grantee Match, if any: | $ **206,250.00** |

6. Department's Grant Manager

Name: **Diana Llerena** or successor

Address: **Florida Dept. of Environmental Protection**
**3900 Commonwealth Blvd., MS 3602**
**Tallahassee, FL 32399-3000**

Phone: **850-245-2841**

Email: **Diana.Llerena@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Bob Titterington** or successor

Address: **City of Belleview**
**5343 SE Abshier Blvd**
**Belleview, FL 34420**

Phone: **352-245-7021**

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 F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State) |

| | |
|---|---|
| ☐ Exhibit H: Non-Profit Organization Compensation Form (State) | |
| ☐ Exhibit I: Forced Labor Attestation Form | |
| ☒ Additional Exhibits (if necessary): **Exhibit J: OSTDS Data Collection Tool** | |
| 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

**Christine Dobkowski, Mayor**

Print Name and Title of Person Signing

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

By _____ _____

Secretary or Designee Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

## DWRA Additional Signatures

_____

Diana Llerena, DEP Grant Manager

_____

David M. Taylor, DEP QC Reviewer

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

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

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

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

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

**3. Agreement Duration.**

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

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

**4. Deliverables.**

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

**5. Performance Measures.**

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

**6. Acceptance of Deliverables.**

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

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

**7. Financial Consequences for Nonperformance.**

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

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

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

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

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

**8. Payment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

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

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

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

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

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

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

**10. Status Reports.**

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

**11. Retainage.**

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

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

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

**12. Insurance.**

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

**13. Termination.**

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

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

**14. Notice of Default.**

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

**15. Events of Default.**

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

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

**16. Suspension of Work.**

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

**17. Force Majeure.**

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

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

**18. Indemnification.**

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

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

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

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

**19. Limitation of Liability.**

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

**20. Remedies.**

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

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

**21. Waiver.**

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

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

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

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

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

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

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

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

**23. Compliance with Federal, State and Local Laws.**

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

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

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

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**
**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

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

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

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

**25. Investing in America**

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

a. Signage Requirements

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

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

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

**26. Scrutinized Companies.**

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

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

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

**27. Lobbying and Integrity.**

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

**28. Record Keeping.**

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

**29. Audits.**

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

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

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

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

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

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

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

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

**32. Subcontracting/Subawards.**

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

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

**33. Guarantee of Parent Company.**

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

**34. Survival.**

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

**35. Third Parties.**

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

**36. Severability.**

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

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

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

**38. Assignment.**

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

**39. Compensation Report.**

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

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

**40. Disclosure of Gifts from Foreign Sources.**

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

**41. Food Commodities.**

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

**42. Anti-human Trafficking.**

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

**43. Iron and Steel for Public Works Projects.**

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

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

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

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

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

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

**44. Complete and Accurate information.**

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

**45. Execution in Counterparts and Authority to Sign.**

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

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. L0409**

**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 Belleview Rehabilitation of Critical Lift Stations. 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 are not authorized under this Agreement.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

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

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☐ | Contractual/Subaward (Subcontractors/Subrecipients) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | 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/Subawards.**
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

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

**13. Office of Policy and Budget Reporting.**
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

**14. Common Carrier.**

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a

common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

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

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

**16. Additional Terms.**
None.

**ATTACHMENT 3**
**GRANT WORK PLAN**

**PROJECT TITLE:** Belleview Rehabilitation of Critical Lift Stations

**PROJECT LOCATION:** The Project will be located in the City of Belleview within Marion County. The construction locations are listed below:

- Lift Station 19: (29.05993 -82.04141)
- Lift Station 24: (29.11303 -82.05374)
- Lift Station 31: (29.07723 -82.08236)

**PROJECT DESCRIPTION:** The City of Belleview (Grantee) will rehabilitate three existing wastewater lift stations through structural and electrical improvements to Lift Station 19, Lift Station 24, and Lift Station 3.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

**Task 1: Construction**

**Deliverables:** The Grantee will construct the Belleview Rehabilitation of Critical Lift Stations project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

**Documentation:** The Grantee will submit:

1) a copy of the final design
2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit:
3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Budget Narrative:** Impact fees (also called infrastructure or capital fees) are not eligible costs under this task.

**DIRECT PAYMENT:** For those grant agreements for which direct payment is approved, the reference to "payment" in the Payment Request Schedules shall mean submittal of invoice(s), and the Grantee shall submit invoice documentation with each payment request. Proof of payment must be submitted prior to each subsequent payment request and no later than sixty (60) calendar days following the final payment request.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Construction | Contractual Services | $206,250 | 07/01/2026 | 06/30/2029 |
| | | Total: | $206,250 | | |

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**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(1)(n), Florida Statutes.

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

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

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

**PART III: OTHER AUDIT REQUIREMENTS**

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

**PART IV: REPORT SUBMISSION**

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

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

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

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: If 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 Agreement** | Florida Department of Environmental Protection | 2026-2027 | 37.039 | Statewide Water Quality Restoration Projects - LI 1766A | $206,250 | 140047 |
| | | | | | | |
| **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 | $206,250 | |

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

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

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

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A**
**Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C**
**Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit J**
**OSTDS/EHD Grants Data Collection Tool**

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide

# Police Department: Updates

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Police Department: Updates

**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.

# Information Technology: Updates

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

Information Technology: Updates

**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.

# City Attorney: Updates

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

City Attorney: Updates

**PRESENTING PARTY:**

Fred Landt, Attorney

**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.

# City Administrator: Updates

**CITY COMMISSION MEETING AGENDA ITEM REPORT**

**DATE OF MEETING:** November 3, 2026

**AGENDA ITEM:**

City Administrator: Updates

**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:** November 3, 2026

**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.