



Fellsmere

CITY COUNCIL MEETING
22 S. Orange St., Fellsmere FL
March 7, 2024 – 7:00 P.M.
AMENDED AGENDA

1. CALL TO ORDER:
2. ROLL CALL:
3. PLEDGE OF ALLEGIANCE
4. INVOCATION:
5. APPROVAL OF MINUTES: (a) City Council Meeting of February 15, 2024.
6. PROCLAMATIONS: (a) Moonshot Community Action Network
(b) Designating April 2024 Child Abuse Prevention Month
7. PRESENTATION: (a) Audited Financial Statements by Carr, Riggs and Ingram, LLC
8. PUBLIC HEARING:
(a) **ORDINANCE NO. 2024-14/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN AMENDING CHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP, OBJECTIVE FLUE B-4 FELLSMERE 392 AND AMENDING THE COMPREHENSIVE FUTURE LAND USE MAPS TO CHANGE THE LAND USE CLASSIFICATION FROM REGIONAL EMPLOYMENT ACTIVITY CENTER (REAC) TO LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) FOR 2.68 ACRES, MORE OR LESS; LOCATED IMMEDIATELY EAST OF INTERSTATE 95 AND NORTH OF COUNTY ROAD 512 WITHIN THE DEVELOPMENT KNOWN AS "FELLSMERE PRESERVE"; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AMENDMENT; MAP DESIGNATION; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE./**2nd Reading and Public Hearing for March 7, 2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.**
9. PUBLIC COMMENTS:
10. MANAGER'S MATTERS:
11. MAYOR'S MATTERS:
12. COUNCIL MEMBER'S MATTERS:
13. CITY ATTORNEY'S MATTERS:

14. NEW BUSINESS:

- (a) ORDINANCE NO. 2024-15/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF FELLSMERE COMPREHENSIVE PLAN; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT MODIFICATION; TRANSMITTAL; SEVERABILITY; CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE. /1st Reading and Set 2nd Reading and Public Hearing for March 21,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.
- (b) RESOLUTION NO. 2024-29/** A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE APPLICATION FOR A \$2,916,485.85 LOAN; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.
- (c)** Award proposal and authorize Mayor to execute contract with Boromei Construction for the Critical Facility Hardening of the Water Plant.
- (d)** Approval of the Florida Site Contracting as the lowest responsive bidder and authorize Mayor to sign contact for the New York Ditch Improvements.
- (e)** Approval of the True-up Implementation Costs related to the Aclarian ERP System.
- (f)** Discussion on the CR512 widening options and provide direction to staff.
- (g)** Authorize purchase of Hadden and Moss Properties in support of 97th Street Flood Mitigation and Paving.

15. ADJOURNMENT:

***Courtesy Access to Meeting**

As a courtesy to the public, the city will attempt to provide coverage of the meeting by internet or telephonic means. Due to unforeseen technical or other difficulties access to the meeting may be interrupted or may not be possible at all via internet or by telephonic means, which will result in your inability to participate in the meeting. Should such technical difficulties occur, the meeting will continue without interruption and without your participation. To be assured of participation in the proceedings you must attend the meeting in person. For your information participation by internet or telephone does not constitute "presence" at the meeting under Florida law.

To join meeting from your computer, tablet, or smartphone: <https://meet.goto.com/825906429>

To join meeting using your phone call 1-571-317-3122 Access Code: 825-906-429

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26 Florida Statutes, any person who may need special accommodations or translators for this meeting must contact the City Clerk's Office at (772) 646-6301 or the TDD Line 772-783-6109 at least 48 hours in advance of the meeting. Copies of the proposed Ordinance and Resolution are available for review in the Office of the City Clerk, 22 S. Orange Street, Fellsmere FL between the hours of 8:30 a.m. and 12 noon and 1:00 p.m. and 5:00 p.m., Monday through Friday. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance and Resolution. The City Clerk must receive written comments at least 3 days prior to the Council meetings.

De conformidad con la Sección 286.0105 de los Estatutos de la Florida, la Ciudad informa al público de que: Si una persona decide apelar una decisión tomada por la junta, agencia o comisión con respecto a cualquier asunto considerado en dicha reunión o audiencia, necesitará un registro de los procedimientos, y que, para tal fin, él o ella puede necesitar asegurarse de que se realice un registro literal de los procedimientos, registro que incluya el testimonio y la evidencia sobre la cual se basará la apelación.

De acuerdo con la Ley de Estadounidenses con Discapacidades y la Sección 286.26 de los Estatutos de la

Florida, las personas con discapacidades que necesiten adaptaciones especiales para participar en esta reunión deben comunicarse con la secretaria municipal al (772) 646-6301 o comunicarse con la Línea TDD 772-783-6109, al menos 48 Horas antes de la reunión. Copias de las propuestas Ordenanzas y / o Resoluciones están disponibles para su revisión en la Oficina de la secretaria municipal de la ciudad, 22 S. Orange Street, Fellsmere FL entre las 8:30 a.m. y 12 mediodía y 1:00 p.m. y 5:00 p.m. de lunes a viernes. Las personas interesadas pueden asistir a la reunión y ser escuchadas con respecto a las propuestas de las Ordenanzas y Resoluciones. La secretaria municipal debe recibir comentarios por escrito al menos tres (3) días antes de las reuniones del Consejo.

CO20240307AGENDA.DOC

**CITY COUNCIL MEETING
February 15, 2024 – 7:00 P.M.
MINUTES**

1. **CALL TO ORDER:** Mayor Tyson called the meeting to order at 7:00 p.m.

2. **ROLL CALL:**

PRESENT: Council Member Herrera, Council Member Salgado Council Member Hernandez, Council Member Renick, Attorney Dill, City Manager Mathes and Mayor Tyson

ABSENT:

ALSO, PRESENT: Chief Touchberry, Utility Director Kevin Burge, Public Works Director Andy Shelton, Grant Administrator Laura Hammer, City Planner Robert Loring, and Attorney Rhodeback.

3. **PLEDGE OF ALLEGIANCE:** The Pledge was recited.

4. **INVOCATION:** Mayor Tyson gave the Invocation.

5. **APPROVAL OF MINUTES:** (a) City Council Meeting of February 1, 2024.

MOTION by Council Member Renick **SECONDED** by Council Member Hernandez to approve the minutes for the City Council Meeting of February 1, 2024

ALL AYES:

MOTION CARRIED 5-0

6. **PROCLAMATION:** (a) “March for Meals” Month- Senior Resource Association

Mayor Tyson introduced the Proclamation and Attorney Dill read the proclamation in its entirety.

President and CEO of the Senior Resource Association, Karen Deigal thanked the City Council for the proclamation and for allowing her to speak to help raise awareness for the Meals on Wheels program.

7. **PUBLIC HEARINGS:**

(a) **RESOLUTION NO. 2024-03/A** RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE GRANTING MAJOR RELIEF BY CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL FOR ONE (1) MOBILE FOOD VENDING UNIT OWNED BY FRUTERIA NUNO, LLC LOCATED AT 32 NORTH BROADWAY IN THE NORTH BROADWAY OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; CONSISTENCY WITH THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT CODE; APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. */Set continued 2nd Reading and Public Hearing for Resolution No. 2024-03 for February 15, 2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Resolution and Attorney Dill, read Resolution No. 2024-03 by title only.

Planner Bob Loring stated that that the applicants have requested condition use approval to allow a permanent food truck to be permanently placed at the site. The project is consistent with the Comprehensive Plan and all concurrency requirements of the City. Site specific design relief was presented to the City Council.

Attorney Warren Dill stated that the Planning and Zoning board made a motion to approve Resolution NO. 2024-02 recommending the City Council adopt Resolution No. 2024-03 provided Section 4.6 is amended to require a landscape plan that provides for increased buffering between the project site and Marsh Landing.

Mayor Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on Resolution 2024-03, hearing no comments he closed the public hearing.

MOTION by Council Member Renick **SECONDED** by Council Member Herrera to approve Resolution No. 2024-03 as amended.

ALL AYES

MOTION CARRIED. 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

- (b) **ORDINANCE NO. 2024-06/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM C-2 GENERAL COMMERCIAL TO POD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF GENERAL COMMERCIAL (GC) CONTAINING 5.20 ACRES, MORE OR LESS, LOCATED AT 12201 COUNTY ROAD 512, ON THE EAST SIDE OF OPERATION HOPE FOR A STORAGE AND MAINTENANCE BUILDING OWNED BY TEAGAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE. / **2nd Reading and Public Hearing for February 15, 2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.**

Mayor Tyson introduced the Ordinance and Attorney Dill, read Ordinance No. 2024-06 by title only.

Manager Mathes stated the next two items are related and Planner Robert Loring would do one presentation for both.

Planner Loring stated that the applicant, Mr. John Brown of Teagan LLC, was present. Mr. Teagan owns a property addressed as 12201 CR-512. The 5.37-acre site currently has a General Commercial future land use designation. The applicant is seeking to rezone the property from C-2, General Commercial, to PDD-Planned Development. The applicant is seeking to develop the property into a storage and maintenance facility for commercial vehicles. The project consists of a 3,750 square foot building with offices and associated parking and maintenance related activities. All maintenance activity is behind a fence or is contained within the building and not readily visible to the public. The site also will be utilizing both natural and new landscaping along to effectively shield the view into the rear work areas. The project is consistent with the Comprehensive Plan and all concurrency requirements of the city.

There was a brief discussion of the applicants request of site-specific design relief approved for in Section 4 of Resolution # 2024-16 for the Final Development Plan.

There was a brief discussion of the Conditions of Approval that will be required at the time of the final adoption of Resolution # 2024-16. Reference Section 3(9) through (23) of the Resolution.

Being no further discussion, Mayor Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on Resolution 2024-06, hearing no comments he closed the public hearing.

MOTION by Council Member Herrera **SECONDED** by Council Member Salgado to adopt Ordinance No. 2024-06.

ALL AYES

MOTION CARRIED. 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

RESOLUTION NO. 2024-16/A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT CONSISTING OF 5.20 ACRES, MORE OR LESS OWNED BY TEAGAN, LLC FOR A STORAGE AND MAINTENANCE BUILDING LOCATED AT 12201 COUNTY ROAD 512 ON THE EAST SIDE OF OPERATION HOPE PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE. / **2nd Reading and Public Hearing for February 15, 2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.**

Mayor Tyson introduced the Resolution and Attorney Dill, read Resolution No. 2024-16 by title only.

Manager Mathes stated he had nothing more to add.

Mayor Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on Resolution 2024-16, hearing no comments he closed the public hearing.

MOTION by Council Member Renick **SECONDED** by Council Member Hernandez to approve Resolution No. 2024-16.

ALL AYES

MOTION CARRIED. 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

- (c) **ORDINANCE NO. 2024-08/**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY ADDING TO CHAPTER 2 ADMINISTRATION, ARTICLE III OFFICERS AND EMPLOYEES SECTION 2-92 BUDGET; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE. /*2nd Reading and Public Hearing for February 15,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill, read Ordinance No. 2024-08 by title only.

Manager Mathes stated that the City Council had a number of workshops and public meetings with the Planning Commission over the past few years addressing various code issues. In 2019, staff obtained direction from City Council to process the many pending code changes that have been directed by Council over the past years. The order and contents of subsequent rounds may be adjusted as needed to address pressing matters. The proposed changes are adding the Budget Process to Chapter 2-92 in the Code of Ordinances.

Mayor Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on Ordinance 2024-08, hearing no comments he closed the public hearing.

MOTION by Council Member Salgado **SECONDED** by Council Member Hernandez to adopt Ordinance No. 2024-08.

ALL AYES

MOTION CARRIED. 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

ORDINANCE NO. 2024-09/ AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE V BOARDS, COMMISSIONS AND DEPARTMENTS OF THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING SECTION 2-167 TERMS DEFINED AND CONSTRUED, SECTION 2-168 CODE ENFORCEMENT SPECIAL MASTER, SECTION 2-169 CODE ENFORCEMENT CLERK AND OTHER EMPLOYEES, SECTION 2-170 ACTIONS BY THE CITY ATTORNEY, SECTION 2-171 ENFORCEMENT PROCEDURE, SECTION 2-172 RIGHTS OF ALLEGED VIOLATORS; PAYMENT OF PENALTY; RIGHT OF HEARING; FAILURE TO PAY AND CORRECT, SECTION 2-173 HEARINGS AND PROCEDURES, SECTION 2-174 PENALTIES, SECTION 2-176 LIENS, AND SECTION 2-179 SCHEDULE OF CIVIL PENALTIES AND COSTS; PROVIDING FOR RATIFICATION, AMENDMENTS, SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE. / *2nd Reading and Public Hearing for February 15,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill, read Ordinance No. 2024-09 by title only.

Manager Mathes gave a brief discussion on the proposed changes to the Code of Ordinances Code Enforcement Chapter 2. The following items were discussed, the terms defined and construed, code enforcement special master, code enforcement clerk and other employee appointments, actions by city attorney, enforcement procedures, rights of alleged violators, payment of penalty, right to hearing and failure to pay and correct, hearings and procedures, penalties and the schedule of civil penalties and costs.

Mayor Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on Ordinance 2024-09, hearing no comments he closed the public hearing.

MOTION by Council Member Herrera **SECONDED** by Council Member Renick to adopt Ordinance No. 2024-09.

ALL AYES

MOTION CARRIED. 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

ORDINANCE NO. 2024-10/ AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE VII PROCUREMENT SECTION 2-237 BIDDING PROCEEDURES AND SECTION 2-238 PROCEDURE IN LIEU OF BIDDING; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE. / *2nd Reading and Public Hearing for February 15, 2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill, read Ordinance No. 2024-10 by title only.

Manager Mathes stated this Ordinance is to update the bidding procedures. He clarified the four type of projects that require competitive bids. The publication of notice was updated to reflect Florida Statutes. He added that bids or proposals should be received and opened at the location, date and time established in the bid or proposal advertisement. Payment and performance bonds were updated pursuant to Florida Statute 255.05. The procedures in lieu of bidding was updated to reflect \$15,000 City Manager threshold and emergency procedures as permitted by Florida Statutes.

Mayor Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on Ordinance 2024-10, hearing no comments he closed the public hearing.

MOTION by Council Member Renick **SECONDED** by Council Member Salgado to adopt Ordinance No. 2024-10.

ALL AYES

MOTION CARRIED. 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

8. PUBLIC COMMENTS:

Mayor Tyson asked if anyone else from the public had a comment to state their name and address for the record.

Eric Boissat- 144 N. Cypress St., Fellsmere – Mr. Boissat expressed concern about the fluoride in the city's water. He shared educational material with the City Council.

Mayor Tyson asked if anyone else from the public had a comment to state their name and address for the record. hearing none he continued with the next agenda item.

9. MANAGER'S MATTERS: Manager Mathes continued with his matters.

- **97th Street Acquisitions-** Manger Mathes stated that the city has advised Mr. Moss of their interest in purchasing 45 feet of his front property in order to complete flood and drainage improvements. The City hired an independent appraiser to determine the value of his property. Mr. Moss advised to the City that he was not interested in selling a portion of his property and instead preferred to sell the entirety of the property to the City and is requesting a purchase price at 25% over the appraised value. Manager Mathes wanted to bring to Council's attention that if the owner were willing to only sell the 45 feet, which would give him a very short front yard and the road would be ten feet from his front door. Manager Mathes stated that the City is required to offer a temporary relocation allowance of up to \$25,000 to relocate from his home. Mr. Roger Moss was present and expressed his concern regarding the short front yard and also how hard it has been trying to find a new home, but he is willing to sell at 25% over the appraised value. Manager Mathes stated there is an agenda item that reflects his request and asked for the conversation to continue under that agenda item.

- **FWCD Audit-** Manager Mathes stated he did have a chance to look at the audit and it was conducted by a professional firm.
- **Employees-** Code Enforcement increase to 25 hours per week and end of probation raise. Manager Mathes also requested a temporary customer service rep to answer phone calls.
- **Community Development Workshop – March 2024** – The City Council decided to schedule the workshop for March 21st, 2024 at 6pm.
- **FACT has requested for additional Release of Funds-** Manager Mathes stated that it is on tonight's agenda.

The following are announcements of future events:

- Sebastian Chamber Tour of Fellsmere- 02/23
- Closed 2/19 for President's Day
- Fellsmere Day scheduled for 04/06/24 – Entertainment, Food Trucks and Little Miss/ Mr. Fellsmere.
- Give a Ruck -04/06/24- at the Welcome Center.

10. MAYOR'S MATTERS:

- (a) Police Department Report- January 2024
- (b) Public Works Reports -January 2024
- (c) Status of Developments Report
- (d) Status of Grants Report

Mayor Tyson stated he hoped everyone had a chance to look at the department reports. He attended the Council of Local Government Meeting in Fort Pierce; the speaker was an Attorney that discussed Form 6. He asked the City Clerk to share the information with all the City Council.

11. COUNCIL MEMBER'S MATTERS:

Council Member Herrera- He stated he had no matters.

Council Member Salgado – She will not be present for the March 7th City Council Meeting.

Council Member Hernandez – She

Council Member Renick – He stated he attended the MPO meeting, and they discussed the widening of CR510 from 58th Avenue to CR512 and from US 1 to 58th Avenue. They also spoke about using Traffic Rumble Stripes for additional protection for the bike riders.

12. CITY ATTORNEY'S MATTERS: Attorney Dill stated he had no matters.

MOTION by Council Member Herrera **SECONDED** by Council Member Salgado to move item 13(i) before 13(a)

ALL AYES

MOTION CARRIED 5-0

13. NEW BUSINESS:

- (i) Select preferred vendor for Broadband Deployment.

Manager Mathes stated that over the past few years the City and Indian River County have been coordinating grant funding and a plan of deployment for broadband services in underserved areas of the City and adjoining unincorporated areas of Indian River County. The City has released a Request for Proposal (RFP) for internet providers to formalize a design-build public private partnership (PPP) resulting in an expanded broadband network. Due to the time constraints, this agenda item was drafted prior to bid opening and the responding firms were reported to Council at the meeting. A review committee comprised of County and City staff reviewed the proposals, and staff recommended Comcast as the vendor. Upon selection of a preferred vendor by Council, a contract will be drafted based on the final scope negotiated with the Vendor based on the timeline discussed. At this time, the plan envisions one conduit in each trench since with the small service area and customer base, the demand for services may not suffice for a large number of providers, especially smaller regional internet providers. A copy of the scoring was given to each City Council members. The selection criteria used in the evaluation were discussed. Due to the abbreviated timeframe requested for evaluation of the proposals received, there was not sufficient time to validate past performance via the references provided. Thus 0 points were awarded for this category to each bidder. Given the separation between firms, this criteria would not change the end ranking result. Reference will be checked as part of the contract negotiations with the selected firm.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Hernandez **SECONDED** by Council Member Renick to select Comcast as the preferred vendor for Broadband Deployment.

ALL AYES

MOTION CARRIED 5-0

- (a) **Approval** of sale of 208 South Mulberry Street to Catalina Rojas and Daniel A. Carrillo for \$2500.00 plus recording fees.

Manager Mathes stated that this item was on the last agenda as a CRA item for approval, but he needed to take it back to Council to approve the sale. The City only received one offer from the adjacent owner for \$2500.00.

MOTION by Council Member Herrera **SECONDED** by Council Member Salgado to approve the sale of 208 South Mulberry Street to Catalina Rojas and Daniel A. Carrillo for \$2500.00 plus recording fees.

ALL AYES

MOTION CARRIED 5-0

- (b) **ORDINANCE NO. 2024-14/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN AMENDING CHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP, OBJECTIVE FLUE B-4 FELLSMERE 392 AND AMENDING THE COMPREHENSIVE FUTURE LAND USE MAPS TO CHANGE THE LAND USE CLASSIFICATION FROM REGIONAL EMPLOYMENT ACTIVITY CENTER (REAC) TO LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) FOR 2.68 ACRES, MORE OR LESS; LOCATED IMMEDIATELY EAST OF INTERSTATE 95 AND NORTH OF COUNTY ROAD 512 WITHIN THE DEVELOPMENT KNOWN AS "FELLSMERE PRESERVE"; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AMENDMENT; MAP DESIGNATION; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE. */1st Reading and Public Hearing for March 7, 2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2024-14, by title only.

Manager Mathes stated that the developers of the 392-acre parcel on the north side of CR512 east Interstate 95 (I95) are requesting a future land use and text amendment to the Comprehensive Plan. The future land use amendment is to adjust the line between REAC and LDMXN future land use designations on the property to align the proposed parcel lines of the commercial plat. The text amendment adjusts certain of their site-specific policies. The Applicant is also requesting an amendment to the Annexation Agreement for the same reasons. The Annexation Agreement amendment will be under a separate item after the Comprehensive Plan amendment is approved by the State. Pursuant to the City's land development code, the zoning will be Planned Development District given the size of the parcel. The Planned Development will be under a separate item after the Comprehensive Plan amendment is approved by the State. Planning & Zoning is scheduled to conduct their Public Hearing on March 6th. Staff will report the PZ action at the City Council meeting.

Mayor Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on Ordinance 2024-14, hearing no comments he closed the public hearing.

MOTION by Council Member Renic **SECONDED** by Council Member Herrera to adopt Ordinance No. 2024-14.

ALL AYES

MOTION CARRIED. 5-0

ROLL CALL: AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

ALL AYES

MOTION CARRIED. 5-0

- (c) **RESOLUTION NO. 2024-25/** A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING AN AMOUNT OF \$25,000 AS CITY MATCHING FUNDS IN CONNECTION TO THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, HAZARD MITIGATION GRANT FOR DEVELOPMENT OF A COMPREHENSIVE STORMWATER MASTER PLAN AND PROVIDING AN EFFECTIVE DATE.

Mayor Tyson introduced the Resolution and Attorney Dill read Ordinance No 2024-25, by title only.

Manager Mathes stated this that staff seeks authorization for a \$25,000 match amount to the grant funds received from Florida Division of Emergency Management, Hazard Mitigation Grant Program for the development of a Watershed Master Plan for the purposes of moving up in the Community Rating System of the National Flood Insurance Program and to increase resiliency in Florida communities. The grant amount is \$75,000 with a required \$25,000 match, for a total of \$100,000.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Salgado to approve Resolution No. 2024-25.

ALL AYES

MOTION CARRIED 5-0

(d) RESOLUTION NO. 2024-27/ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE US DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY GRANT PROGRAM; FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH GRANT IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Tyson introduced the Resolution and Attorney Dill read Ordinance No 2024-27, by title only.

Manager Mathes stated that staff seeks to authorize the submittal of a US Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant application for the design and planning of the proposed Southern Bypass. Southern Bypass is currently a priority project for the City of Fellsmere and has been identified on the Indian River County Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP) as a Roadway Needs Project. The proposed two-lane facility, with a shared-use path, connects CR-512 to SR-60, creating an approximately 10-mile corridor parallel to I-95.

The estimated cost of construction for this project is in excess of Fifty-Five Million Dollars The cost for the design and planning of this project Four Million Dollars and is in line with industry standards of five to ten percent.

On February 1, 2024, Council previously approved retaining EXP Services to prepare and submit this grant application.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Renick to approve Resolution No. 2024-27.

ALL AYES

MOTION CARRIED 5-0

(e) Approval of ARPA Amendment.

Manager Mathes reminded the City Council that the City of Fellsmere has received an award of \$2,852,362 from the Federal government as part of the American Rescue Plan Act. With the Council election to treat all funds as "Lost Revenue" the City no longer has to track the use of funds by any one of the four original criteria. Funds can now be used for any reason except debt payments, pension payments, or reserves. With prior update, Council authorized Staff to also use ARPA for allowable general staff costs to ensure funds are obligated prior to 12/31/24. Staff will continue to reflect on the ARPA list for transparency. Funds spent on general staff costs are reflected in the spreadsheet. As time approaches the deadline to obligate funds (12/2024), the ARPA funding list must balance to available funds.

Changes in this update include:

- Update "spent to" numbers.
- Increase item to purchase additional lot on 97th outside of grant to allow resale.
- Delete Broadband as no local funds are required.
- Delete Police Compound Design to balance ARPA budget.
- Delete FIT Challenge Course to balance ARPA budget.
- Delete City Hall LS Generator to balance ARPA budget.
- Delete Community Center Updates since grant will fall outside of ARPA timeframe.
- Delete Old School Lights and work with Frog Leg Festival for funding.

- Reduce CR512 Left Turn to balance ARPA budget. Additional funds from Infrastructure if needed.
- Delete Pave the Grade since grant will fall outside of ARPA timeframe.

Roger Moss, owner of one of the properties on 97th Street was present and shared his concerns with the City Council. He stated that In searching for replacement housing that is comparable to his current property, Mr. Moss indicated that he was unable to find one at a price that would leave him in similar financial position as today. Consequently, he requested an increase in the purchase price from the Appraised Value + 10% to Appraised Value + 25%. Even then, he will have to have a longer-term mortgage and a higher monthly cost. The City Attorney expressed concern as to treating Mr. Moss differently than other property owners along the corridor and cautioned the Council to ensure that decisions were not arbitrary and capricious. After lengthy discussion, Mr. Mathes stated the record had been presented as to the reasons for the increase in offering price and the decision was not arbitrary or capricious and that all future purchases that may result in unique situations such as this would be treated in a similar manner. The goal of this project and current and future acquisitions is to ensure that all parties are as good or better off than before. It is not the intent or desire of the city to make residents worse off due to city acquisition policy.

Manager Mathes stated that he reviewed the purchase of Moss's property on 97th Street, the cost of \$543,750.00 and how this amount was determined including an increase in the premium being paid to 25%. There was a lengthy discussion by Attorney Dill and Attorney Rhodeback regarding an increase in the premium from 10% to 25%. Attorney Dill and Attorney Rhodeback were concerned with increasing the premium by 15% just because Mr. Moss said he needed more money to buy another property that would better fit his needs. The attorneys spoke about setting a precedent for a 25% purchase price increase rather than the customary 10%. The Attorneys were concerned with an equal protection/discrimination arbitrary and capricious deviation from its policy and potential if the City did not provide the 25% increase to the next person that requested more money. Since the City was shifting around ARPA Funds to make this purchase rather than using CDBG funds, Attorney Dill said there was no need to pay for relocation costs and requested time to look into this and the City's potential liability. Manager Mathes' opinion was that two people were negotiating a price and that they could arrive at any price for the property that they agreed with. Attorneys Rhodeback and Dill position was that they were not using their own money but using taxpayers' money. There was a fiduciary obligation to spend it wisely. Attorney Dill again requested that he be given till next Council Meeting to look into this. Mr. Moss said it needed to be decided now because he was negotiating with an owner. Manager Mathes felt it should be decided tonight and that rearranging some ARPA projects and cancelling others would be sufficient authorization to proceed with the purchase for the amount Manager Mathes requested. However, Manager Mathes agreed to return final purchase contracts for final action. Council agreed and amended the ARPA list.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Hernandez **SECONDED** by Council Member Renick to approve the ARPA Amendment.

ALL AYES

MOTION CARRIED 4-1

(f) Declare 2012 Toyota Prius as Surplus and Authorize Disposal

Public Works Director Andy Shelton stated that the cost to repair the batteries on the Prius exceeds the value of the vehicle. Repair costs are over \$5,000. The City will list the vehicle on the city website for 10 days before listing the auction on Gov Deals.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Renick to declare 2012 Toyota Prius as Surplus and Authorize Disposal.

ALL AYES

MOTION CARRIED 5-0

(g) Approval of Best Buy Technology Update Proposal through Omnia partners Public Sector cooperative purchasing.

Public Works Director Andy Shelton stated that city staff are requesting technology updates for City Hall. These updates will include audio and video updates to the Auditorium, Conference room, Community meeting room and Council Chambers. The update to the Auditorium will include a new projector screen, projector, and audio equipment. The Conference and Community Room will have a new 65" T.V. with rolling cart and rally bar for conferencing. The Council Chambers will receive a new wall mount 65" T.V. with audio upgrades. With the technology enhancements, Council Chambers will be connected to all other rooms to allow for overflow capacity of Council Chambers. Purchasing is through OMNIA Partners which is a National contract for Cities, Counties, schools, and religious organizations.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Herrera **SECONDED** by Council Member Hernandez to approve the Best Buy Technology Update Proposal through Omnia partners Public Sector cooperative purchasing.

ALL AYES

MOTION CARRIED 5-0

- (h) **Approval** of Work Authorization #2 with Haley Ward, Inc. to provide plan related services for the Recreated Train Village project.

Manager Mathes stated that Haley Ward, Inc. will be providing professional services relative to recertification of existing Civil Plans for the Recreated Train Village to meet current codes and standards, as well as integration of a new building into the plans, and provision of plan enhancements. This work will improve accessibility, safety, and overall functionality of the project area. This project is supported locally through the ARPA funding. With this contract and contracts with the civil and landscape designers, the project will be ready for bid if grant funding is awarded this summer through the Cultural Facilities grant application. If no grant is awarded, staff will seek permission to construct some of the buildings using local funds and ARPA funds.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Hernandez to approve the Work Authorization #2 with Haley Ward, Inc.

ALL AYES

MOTION CARRIED 5-0

- (i) Was moved before 13(a)

- (j) **Approval** of second release of funds to FACT from ARPA Funds.

Manager Mathes stated that the City Council had amended the ARPA Funding list to include \$250,000 in support of the FACT Community Resource Center. The funds are earmarked for fundraising and other predevelopment costs. The grant is fashioned to require each release of funds to FACT by approved by Council. This request for a second release of funds in the amount of \$30,000 is for expenses related to marketing, direct mail campaign costs and such costs. There will be a future request for funds for preparation of conceptual and final plans. FACT is looking for professionals to perform civil, surveying, and architecture services at a discounted rate if possible.

Being no further discussion Mayor Tyson entertained a motion.

MOTION by Council Member Salgado **SECONDED** by Council Member Renick to approve the second release of funds to FACT from ARPA Funds in the amount of \$30,000.

ALL AYES

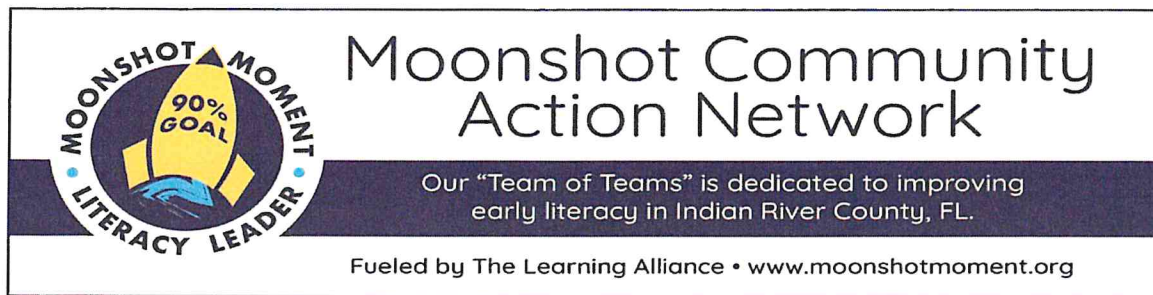
MOTION CARRIED 5-0

14. ADJOURNMENT:

There being no further business Mayor Tyson adjourned the meeting at 9:20p.m.

These minutes were approved by the City Council of the City of Fellsmere this ____ day of March 2024

Maria F. Suarez-Sanchez, CMC, City Clerk
CO20240215MINUTES.DOC



Designating the *City of Fellsmere, Florida* as a Moonshot Community where we support our youngest learners and their families to make Indian River County a leading literacy capital of the nation.

Whereas: Our most precious resources are our children. The first years of a child's life lay the foundation for all future learning where the most rapid brain development occurs.

Whereas: Early literacy is the gateway to all learning. From birth to third grade, we learn to read so that we can then read to learn.

Whereas: Literacy is the key to individual success and our community's economic prosperity, with a \$13 - \$1 return on investment.

Whereas: We know schools can't do it alone as 50% of our children are behind when they begin kindergarten. Therefore, we must build literate communities and support our families as their child's first and most important teacher.

Whereas: Statistics show children who are not reading on level by the end of third grade have only a one in four chance of success.

Whereas: While reading scores throughout the state and nation have declined over the last eight years, Indian River County has increased the number of third grade students reading on level to 60%. Since Covid we have risen from 31st* in the state rankings to 7th place. Yet our work is not done, and we are dedicated to reaching our Moonshot 90% literacy goal.

Whereas: The state of Florida has also declared a Moonshot 90% literacy goal which recognizes kindergarten readiness and 3rd grade reading to be critical milestones in becoming a top ten economy by 2030.

Whereas: The Campaign for Grade-Level Reading has annually declared our Indian River County Moonshot Community Action Network (MCAN) as a national Pacesetter to honor us for the community-inspired literacy movement.

Whereas: It takes trusted relationships, teamwork, and early education policy to create a Moonshot Community where 90% of our students are reading on grade-level by the end of 3rd grade.

Now Therefore: We agree to join the Moonshot Moment Journey 'Team of Teams' and commit to working together as Moonshot Leaders in 2024 to make Indian River County, FL a leading literacy capital of the nation. This means taking a stand for our youngest citizens by improving early literacy and giving every child the opportunity to be a literate, productive, compassionate citizen who will improve our world.

Signed by Mayor Joel Tyson

March 7th, 2024
Date

**In 2018-2019, the School District of Indian River County ranking for 3rd grade reading was tied at 28th place, yet we were officially 31st place when considering the actual complete scores of the districts with whom we were tied.*

PROCLAMATION

DESIGNATING THE MONTH OF APRIL 2024 AS CHILD ABUSE PREVENTION MONTH

Whereas, child abuse and neglect are serious and growing problems affecting more than 3.2 million of our nation's children annually and over 3,500 children locally; and

Whereas, the abuse and neglect of children can cause severe, costly, and lifelong problems, including physical and mental health problems, school failure and criminal behavior, which affects all of society; Increased public awareness of the devastating problem of child abuse and neglect is our strongest weapon in the fight to end it; and

Whereas, many community organizations, such as all the local Exchange Clubs: Indian River, Treasure Coast, Vero Beach, Fellsmere and Sebastian, the Hibiscus Children's Center and other organizations who make children a top priority, take action to support the physical, social, emotional, and educational development and competency of all children; and

Whereas, during the month of April, Prevent Child Abuse Florida in collaboration with the Governor's Office of Adoption and Child Protection, the Florida Department of Children and Families, and the Ounce of Prevention Fund of Florida, will implement Pinwheels for Prevention, a statewide campaign promoting awareness of healthy child development and positive parenting practices. The National Exchange Club will honor all children by wearing blue on Mondays during the month of April.

Now, Therefore, be it Proclaimed by the City Council of Fellsmere that the month of April 2023, be designated as CHILD ABUSE PREVENTION MONTH in the City of Fellsmere, and all residents are urged to engage in activities whose purpose is to strengthen families and communities to provide the optimal environment for healthy child development.

Adopted this 7th day of March 2024.

Joel Tyson, Mayor

City of Fellsmere City Council
Agenda Request Form

Meeting Date: March 7, 2024

Agenda Item No. 7(a)

☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

☐ RESOLUTION

☒ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Presentation of Audited Financial Statements

RECOMMENDED MOTION/ACTION: Acceptance

Approved by City Manager *M. P. Maffei* Date: 2-28-24

Originating Department:	Costs: NONE Funding Source:	Attachments: Audited Financials will be distributed at the meeting
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Utility _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

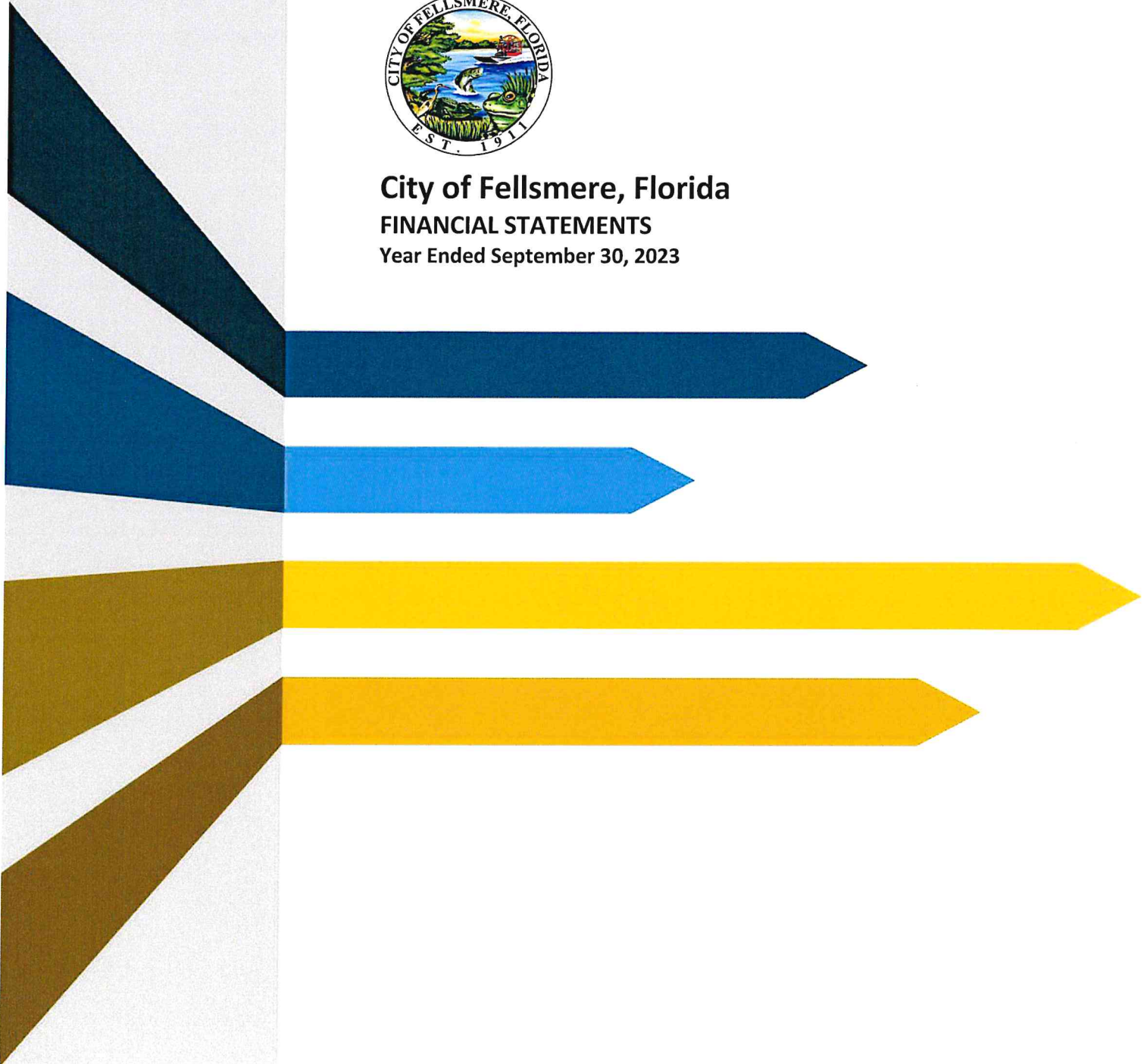
Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background: Our external auditors, Carr, Riggs and Ingram have completed their audit of the 2022-2023 financials for the City and wish to present them to the Council for acceptance.

Staff recommends approval.



City of Fellsmere, Florida
FINANCIAL STATEMENTS
Year Ended September 30, 2023



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City of Fellsmere, Florida
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Year ended September 30, 2023



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**City of Fellsmere, Florida
City Officials
Year ended September 30, 2023**

Joel Tyson
Mayor

Fernando Herrera
Vice Mayor

Inocensia Hernandez
Gerald Renick
Jessica Salgado
Council Members

Warren W. Dill
City Attorney

Mark D. Mathes, P.E.
City Manager

Maria Suarez-Sanchez
City Clerk

Putnam Moreman, CPA, CGFM
Director of Finance and Accounting

Keith M. Touchberry
Chief of Police

Andy Shelton
Public Works Director

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INDEPENDENT AUDITORS' REPORT

To the City Council
City of Fellsmere, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Fellsmere, Florida, (the "City") as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund, the Infrastructure Fund, the ARPA Fund, and the New York Sidewalk Fund of the City for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards

Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Fellsmere, Florida's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and Schedule of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual for the CRA fund, but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 26, 2024 on our consideration of the City's internal control over financial reporting and on our tests

of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida

February 26, 2024

City of Fellsmere, Florida Management's Discussion and Analysis

The City of Fellsmere, Florida's (the "City") discussion and analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the City's financial activity, (c) identify changes in the City's financial position, (d) identify any material deviations from the financial plan, and (e) identify individual fund issues or concerns.

Because Management's Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes, and currently known facts, please read it in conjunction with the City's financial statements.

Financial Highlights

The following are highlights of financial activity for the year ended September 30, 2023:

- The City's assets exceeded its liabilities at the close of the fiscal year 2023 by \$29,692,739 (net position). The City's unrestricted net position (which may be used to meet the City's ongoing obligations to citizens and creditors) amounted to \$3,341,759.
- The City's total net position increased by \$1,208,578, resulting from an increase of \$1,055,076 from Governmental activities and an increase of \$153,502 from Business-type activities. Unrestricted General Fund balance increased to \$1,529,725 from \$1,298,564, and combined ending Governmental fund balances totaled \$2,639,288, an increase of \$103,308 from the previous year.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$1,529,725 or 87.9% of the total general fund balance.
- General fund revenue increased by 300,652 or 10.9% and expenditures increased by \$45,362 or 1.5%. The increase in revenues is attributable to higher utility taxes, investment earnings, and a donation, as the overall economy rebounded in 2023 versus 2022. Expenditures increased due to insurance rates increasing.
- The City successfully reduced its external debt by \$218,571 in the 2023 fiscal year, with no new debt issuance or debt refinancing initiatives.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

This report also contains the supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

City of Fellsmere, Florida Management's Discussion and Analysis

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, transportation, and culture and recreation. The business-type activities of the City include water, wastewater, stormwater and community development operations.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Fellsmere, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories - governmental funds and proprietary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains numerous individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the General Fund, Infrastructure Fund, and ARPA Fund, all of which are considered to be major funds. Data from several other governmental funds are combined into a single, aggregated presentation. Individual fund data for each non-major governmental fund is provided in the form of combining statements.

The City adopts an annual appropriated budget for all governmental funds. Budgetary comparison statements have been provided for the General Fund, Infrastructure Fund, and ARPA Fund, to demonstrate compliance with these budgets.

City of Fellsmere, Florida Management's Discussion and Analysis

Proprietary funds. The City maintains three proprietary funds, all of which are enterprise funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for water and wastewater, stormwater system, and community development activities.

Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. In fact, the City's enterprise funds (a component of proprietary funds) are the same as the business-type activities reported in the government-wide statements but those statements provide more detail and additional information, such as cash flows, for proprietary funds. The stormwater system fund is reported as a non-major proprietary fund.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-wide Financial Analysis

As previously stated, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities and deferred inflows by \$29,692,739 at the close of the most recent fiscal year.

	Net Position					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Assets:						
Current and other assets	\$ 5,815,964	\$ 6,051,723	\$ 3,722,137	\$ 3,793,478	\$ 9,538,101	\$ 9,845,201
Capital assets, net	21,119,332	20,328,121	6,246,800	6,348,903	27,366,132	26,677,024
Total assets	26,935,296	26,379,844	9,968,937	10,142,381	36,904,233	36,522,225
Liabilities:						
Noncurrent liabilities	2,251,461	2,412,018	686,231	735,361	2,937,692	3,147,379
Other liabilities	2,623,263	3,252,997	495,041	406,202	3,118,304	3,659,199
Total liabilities	4,874,724	5,665,015	1,181,272	1,141,563	6,055,996	6,806,578
Deferred inflows of resources:						
Deferred revenue - business tax receipts	553,413	262,746	602,085	968,740	1,155,498	1,231,486
Total deferred inflows	553,413	262,746	602,085	968,740	1,155,498	1,231,486
Net position:						
Net investment in capital assets	18,998,020	18,012,818	5,567,505	5,620,949	24,565,525	23,633,767
Restricted	1,013,000	1,182,397	772,455	765,616	1,785,455	1,948,013
Unrestricted	1,496,139	1,256,868	1,845,620	1,645,513	3,341,759	2,902,381
Total net position	\$ 21,507,159	\$ 20,452,083	\$ 8,185,580	\$ 8,032,078	\$ 29,692,739	\$ 28,484,161

A substantial portion of the City's net position (82.7%) reflects its investment in capital assets (i.e., land, buildings, other improvements, infrastructure improvements, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since capital assets may not be used to liquidate these liabilities.

City of Fellsmere, Florida Management's Discussion and Analysis

The City's net position is also grouped as restricted and unrestricted. Restricted net position is subject to restrictions by external parties on how it may be used. Unrestricted net position may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all categories of net position, and overall for the City as a whole.

The following table shows the revenue and expenses of the total primary government:

	Change in Net Position					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Program revenues:						
Charges for services	\$ 16,002	\$ 7,024	\$ 1,894,489	\$ 1,825,105	\$ 1,910,491	\$ 1,832,129
Operating grants	560,570	414,271	-	-	560,570	414,271
Capital grants	668,094	1,087,217	495,736	-	1,163,830	1,087,217
General revenues:						
Property taxes	687,741	645,066	-	-	687,741	645,066
Other taxes*	2,753,460	2,778,997	-	-	2,753,460	2,778,997
Intergovernmental	305,619	350,852	-	-	305,619	350,852
Other	462,481	177,992	183,973	192,129	646,454	370,121
Total revenues	<u>5,453,967</u>	<u>5,461,419</u>	<u>2,574,198</u>	<u>2,017,234</u>	<u>8,028,165</u>	<u>7,478,653</u>
Expenses:						
General government	1,594,774	1,328,850	-	-	1,594,774	1,328,850
Public safety	1,155,926	1,182,403	-	-	1,155,926	1,182,403
Physical environment	137,431	201,797	-	-	137,431	201,797
Transportation	1,374,233	1,255,969	-	-	1,374,233	1,255,969
Cultural and recreation	334,281	335,024	-	-	334,281	335,024
Interest and fiscal charges	72,832	111,884	-	-	72,832	111,884
Water & Wastewater	-	-	1,707,428	1,159,612	1,707,428	1,159,612
Community development	-	-	415,688	309,172	415,688	309,172
Stormwater system	-	-	26,994	27,527	26,994	27,527
Total expenses	<u>4,669,477</u>	<u>4,415,927</u>	<u>2,150,110</u>	<u>1,496,311</u>	<u>6,819,587</u>	<u>5,912,238</u>
Change in net position, before transfers:	784,490	1,045,492	424,088	520,923	1,208,578	1,566,415
Transfers	270,586	287,280	(270,586)	(287,280)	-	-
Change in net position	<u>1,055,076</u>	<u>1,332,772</u>	<u>153,502</u>	<u>233,643</u>	<u>1,208,578</u>	<u>1,566,415</u>
Net position -beginning of year	20,452,083	19,119,311	8,032,078	7,798,435	28,484,161	26,917,746
Net position - ending	<u>\$ 21,507,159</u>	<u>\$ 20,452,083</u>	<u>\$ 8,185,580</u>	<u>\$ 8,032,078</u>	<u>\$ 29,692,739</u>	<u>\$ 28,484,161</u>

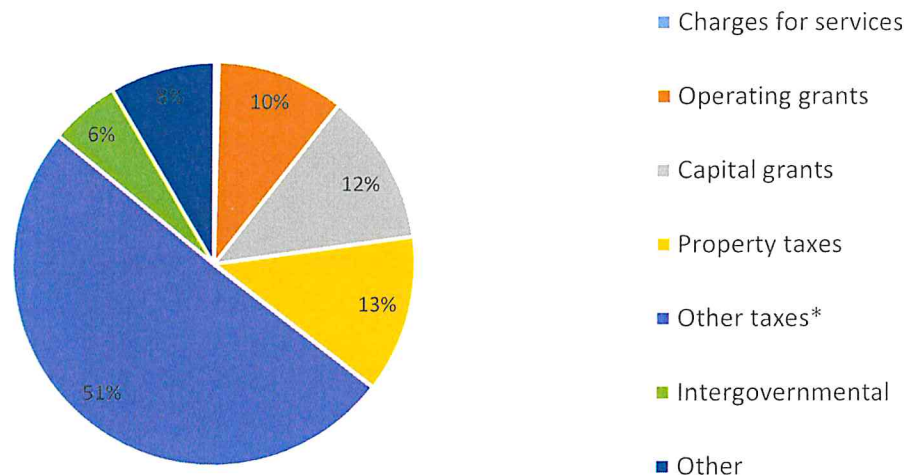
*Other taxes include local option gas tax, franchise fees, utility taxes, communication services tax, discretionary sales surtaxes, motor fuel tax, and half cent sales tax.

City of Fellsmere, Florida Management's Discussion and Analysis

Governmental activities. Governmental activities increased the City's net position by \$1,055,076. Key elements of this increase is as follows:

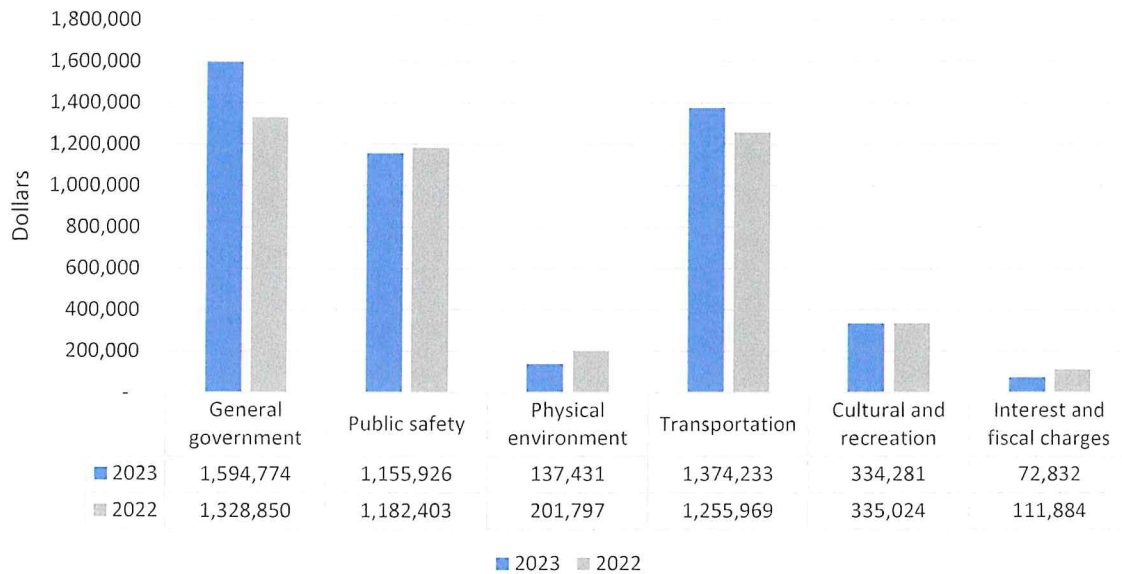
- Across the board increases in revenues due to a rebound in the tourism sector versus the 2022 fiscal year.
- Operating grants increased by \$146,299 or (35.3%). The increase is primarily due to the availability of grant funding from the State and Federal governments.
- Property and other taxes increased \$17,138 or 0.5%, due to the improved real estate values in the County, and a slightly decreased of intergovernmental revenue in the eighth cent motor fuel tax, half cent sales tax and state revenue share on the other hand.
- This year we had Capital Grants totaling \$668,094, which was 38.5% less than in 2022. Mainly due to not receiving FRDAP Grant in fiscal year 2023.
- Governmental Expenses increased \$253,550, or 5.7% over the 2022 fiscal year, mainly due to insurance and employee wages & benefits related expenses increased.

Revenues by Source - Governmental Activities



City of Fellsmere, Florida Management's Discussion and Analysis

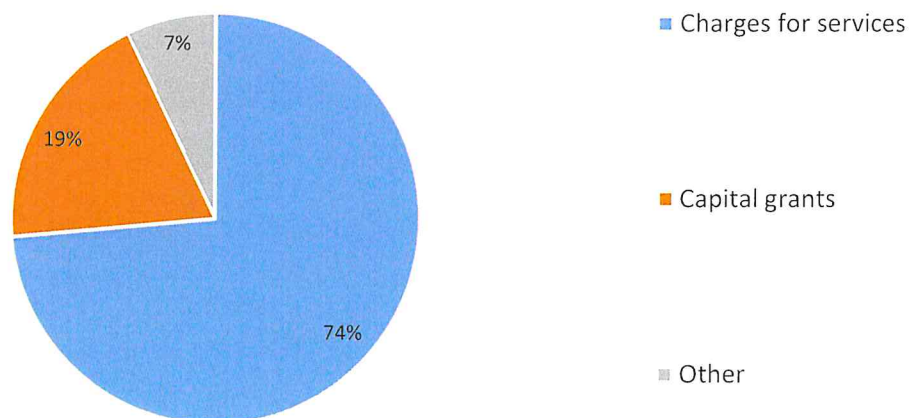
Expenses - Governmental Activities



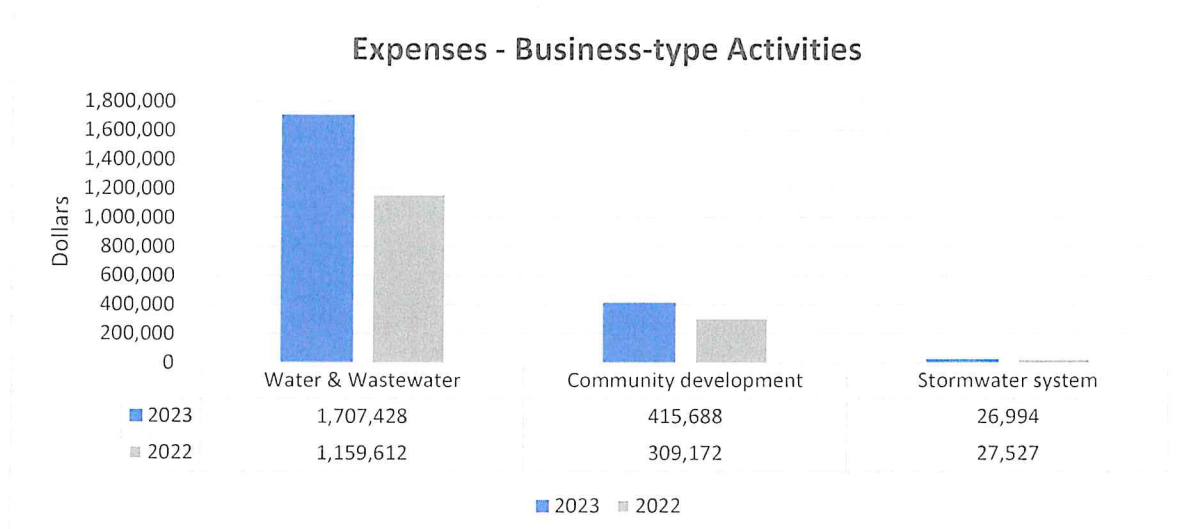
Business-type activities. Business-type activities increased the City's net position by \$153,502. Key elements of this increase are as follows:

- The Water Fund received a federal grant this fiscal year, while the City didn't receive any capital grants in 2022.
- Like governmental activities, insurance and employee wages & benefits related expenses increased notably in fiscal year 2023.

Revenues by Source - Business Type Activities



City of Fellsmere, Florida Management's Discussion and Analysis



Financial Analysis of the City's Funds As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information regarding near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

As of the end of the recent fiscal year, the City's governmental funds reported combined ending fund balances of \$2,639,288, an increase of \$103,308 in comparison with the prior year. An amount of \$1,529,733 constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance is non-spendable or restricted to indicate that it is not available for new spending.

The General Fund is the main operating fund of the City. At the end of the most recent fiscal year, unassigned fund balance of the General Fund was \$1,529,725 while the total fund balance reached \$1,740,785. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 50.3% of total general fund expenditures, while total fund balance represents 57% of that same amount. The fund balance of the City's General Fund increased by \$330,971 during the current fiscal year.

The Community Redevelopment Fund, recorded year-end fund balances restricted for capital projects. Additional information on the fund equity can be found in Note 8.

Proprietary funds. The City's proprietary fund statements provide the same type of information found in the government-wide financial statements but in more detail. Unrestricted net position of the City's Water and Wastewater Fund, Community Development, and Stormwater Enterprise

City of Fellsmere, Florida Management's Discussion and Analysis

funds amounted to \$1,845,620. The total for unrestricted net position (deficit) for each of these funds was \$2,018,267 (\$474,465) and \$301,818, respectively. Other factors concerning the finances of these funds have previously been addressed in the discussion of the City's business-type activities.

Capital Asset and Debt Administration

Capital assets. At the end of fiscal year 2023, the City had \$27,366,132 invested in a broad range of capital assets, including land, buildings, improvements, machinery and equipment, roads and drainage, and construction in progress. This amount represents a net increase (including additions and deductions) of \$689,108, approximately 2.6% more than last year.

The following major increase occurred in Governmental activities during the fiscal year:

- Infrastructure projects and capital improvements totaling \$3,277,068.

The following major increases occurred in Business-type activities during the fiscal year:

- The City purchases two new granulated carbon filters totaling \$117,625.

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	\$ 7,144,173	\$ 7,128,771	\$ 445,699	\$ 445,699	\$ 7,589,872	\$ 7,574,470
Construction in progress	798,631	3,205,272	-	-	798,631	3,205,272
Buildings	2,221,482	2,292,792	-	-	2,221,482	2,292,792
Improvements other than buildings	761,239	757,757	-	-	761,239	757,757
Machinery and equipment	253,239	275,162	5,801,101	5,903,204	6,054,340	6,178,366
Infrastructure	9,924,470	6,647,402	-	-	9,924,470	6,647,402
Right-to-use lease assets	16,098	20,965	-	-	16,098	20,965
Total capital assets, net	\$ 21,119,332	\$ 20,328,121	\$ 6,246,800	\$ 6,348,903	\$ 27,366,132	\$ 26,677,024

Additional information on the City's capital assets can be found in Note 2-C of this report.

Long-term debt. At the conclusion of the 2023 fiscal year, the City of Fellsmere had a total outstanding debt of \$2,795,142, reflecting a decrease of \$218,571 from 2022. There were no new debt issuances or refinancing activities in this fiscal year.

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Capital improvement revenue bond, 2022	\$ 2,074,773	\$ 2,194,614	\$ 515,228	\$ 544,386	\$ 2,590,001	\$ 2,739,000
Construction loans	-	-	164,067	183,568	164,067	183,568
Vehicles note	24,976	70,180	-	-	24,976	70,180
Lease liabilities	16,098	20,965	-	-	16,098	20,965
Total long-term debt	\$ 2,115,847	\$ 2,285,759	\$ 679,295	\$ 727,954	\$ 2,795,142	\$ 3,013,713

City of Fellsmere, Florida Management's Discussion and Analysis

Economic Factors and Next Year's Budgets and Rates

The City's elected and appointed officials considered many factors when setting the fiscal year 2024 budget, tax rates and fees that will be charged for business-type activities. One of these factors is the economy.

At the end of the 2023 fiscal year, unassigned fund balance in the general fund increased to \$1,529,725. For the 2024 fiscal year, the City adopted the millage rate at 5.1500 (4% greater than the rolled back rate 4.9506).

The City implemented a CPI increase of 4.00% for the Water/Wastewater fund, and the Stormwater fund. We intend to select a rate consultant in the near future to evaluate our Water/Wastewater and Stormwater systems, in order to determine if our charging structure is sufficient to ensure the financial viability of each fund.

Requests for Information

The financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances and to demonstrate the City's accountability for the funds it receives. Questions concerning any information provided in this report or requests for additional information should be addressed to the City Finance Department, City of Fellsmere, 22 S. Orange Street, Fellsmere, Florida 32948-6714.

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BASIC FINANCIAL STATEMENTS

City of Fellsmere, Florida
Statement of Net Position

<i>September 30, 2023</i>	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents	\$ 2,247,516	\$ 1,582,583	\$ 3,830,099
Investments	2,560,216	610,260	3,170,476
Accounts receivable	70,738	237,290	308,028
Lease receivables	240,146	-	240,146
Due from other governments	563,825	-	563,825
Internal balances	(236,571)	236,571	-
Inventories	-	73,404	73,404
Restricted cash and cash equivalents	273,539	979,602	1,253,141
Prepaid items	96,555	2,427	98,982
Capital assets:			
Nondepreciable			
Land	7,144,173	445,699	7,589,872
Construction in progress	798,631	-	798,631
Depreciable, net of accumulated depreciation and amortization			
Buildings	2,221,482	-	2,221,482
Improvements other than buildings	761,239	-	761,239
Machinery and equipment	253,239	5,801,101	6,054,340
Infrastructure	9,924,470	-	9,924,470
Right-to-use lease assets	16,098	-	16,098
Total assets	26,935,296	9,968,937	36,904,233

The accompanying notes are an integral part of these financial statements.

LIABILITIES

Accounts payable and accrued liabilities	212,904	111,683	324,587
Due to other governments	94,907	29,971	124,878
Unearned revenues	2,315,452	353,387	2,668,839
Noncurrent liabilities:			
Due within one year			
Compensated absences	40,684	2,081	42,765
Lease liability	4,971	-	4,971
Bonds and notes payable	147,230	49,773	197,003
Due in more than one year			
Compensated absences	94,930	4,855	99,785
Lease liability	11,127	-	11,127
Bonds and notes payable	1,952,519	629,522	2,582,041
Total liabilities	4,874,724	1,181,272	6,055,996

DEFERRED INFLOWS OF RESOURCES

Deferred revenue - lease revenue	553,413	588,170	1,141,583
Deferred revenue - business tax revenue	-	13,915	13,915
Total deferred inflows of resources	553,413	602,085	1,155,498

NET POSITION

Net investment in capital assets	18,998,020	5,567,505	24,565,525
Restricted for:			
Debt service	-	99,930	99,930
Renewal and replacement	-	672,525	672,525
Cemetery perpetual care	61,540	-	61,540
Capital projects	898,495	-	898,495
Park improvements	52,965	-	52,965
Unrestricted	1,496,139	1,845,620	3,341,759
Total net position	\$ 21,507,159	\$ 8,185,580	\$ 29,692,739

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Activities

Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues	
		Charges for Services	Operating Grants and Contributions
Primary government			
Governmental activities:			
General government	\$ 1,594,774	\$ -	\$ 302,849
Public safety	1,155,926	5,402	-
Physical environment	137,431	10,600	63,721
Transportation	1,374,233	-	-
Culture and recreation	334,281	-	194,000
Interest and fiscal charges	72,832	-	-
Total governmental activities	4,669,477	16,002	560,570
Business-type activities:			
Water & Wastewater	1,707,428	1,459,965	-
Community development	415,688	294,027	-
Stormwater system	26,994	140,497	-
Total business-type activities	2,150,110	1,894,489	-
Total primary government	\$ 6,819,587	\$ 1,910,491	\$ 560,570

General revenues and transfers:

Taxes:

Property

Discretionary sales

Local option gas tax

Franchise

Utility

Communications services

Eighth cent motor fuel

Half cent sales

Unrestricted investment earnings

State shared revenue

Miscellaneous

Transfers

Total general revenues and transfers

Change in net position

Net position, beginning of year

Net position, end of year

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position			
Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
\$ -	\$ (1,291,925)	\$ -	\$ (1,291,925)
-	(1,150,524)	-	(1,150,524)
161,711	98,601	-	98,601
506,383	(867,850)	-	(867,850)
-	(140,281)	-	(140,281)
-	(72,832)	-	(72,832)
668,094	(3,424,811)	-	(3,424,811)
495,736	-	248,273	248,273
-	-	(121,661)	(121,661)
-	-	113,503	113,503
495,736	-	240,115	240,115
<u>\$ 1,163,830</u>	<u>(3,424,811)</u>	<u>240,115</u>	<u>(3,184,696)</u>
	687,741	-	687,741
	908,129	-	908,129
	163,447	-	163,447
	440,665	-	440,665
	561,684	-	561,684
	143,207	-	143,207
	70,637	-	70,637
	465,691	-	465,691
	157,648	30,214	187,862
	305,619	-	305,619
	304,833	153,759	458,592
	270,586	(270,586)	-
	4,479,887	(86,613)	4,393,274
	1,055,076	153,502	1,208,578
	20,452,083	8,032,078	28,484,161
<u>\$</u>	<u>21,507,159</u>	<u>\$ 8,185,580</u>	<u>\$ 29,692,739</u>

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Balance Sheet - Governmental Funds

<i>September 30, 2023</i>	General	Infrastructure	NY Sidewalk	ARPA	Nonmajor Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	\$ 1,427,795	\$ -	\$ -	\$ 236,674	\$ 583,047	\$ 2,247,516
Investments	354,416	-	-	2,205,800	-	2,560,216
Accounts receivable	70,738	-	-	-	-	70,738
Lease receivables	240,146	-	-	-	-	240,146
Due from other funds	125,171	-	-	-	-	125,171
Due from other governments	123,525	149,157	59,996	-	231,147	563,825
Restricted cash and cash equivalents	52,965	220,574	-	-	-	273,539
Prepaid items	96,555	-	-	-	-	96,555
Total assets	\$ 2,491,311	\$ 369,731	\$ 59,996	\$ 2,442,474	\$ 814,194	\$ 6,177,706
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable	\$ 69,262	\$ -	\$ 19,050	\$ 2,275	\$ 84,340	\$ 174,927
Accrued liabilities	32,512	-	-	-	-	32,512
Due to other funds	-	-	35,481	125,171	201,090	361,742
Due to other governments	94,907	-	-	-	-	94,907
Contracts/retainage payable	-	-	5,465	-	-	5,465
Unearned revenues	432	-	-	2,315,020	-	2,315,452
Total current liabilities	197,113	-	59,996	2,442,466	285,430	2,985,005
DEFERRED INFLOWS OF RESOURCES						
Deferred revenue - lease revenue	553,413	-	-	-	-	553,413
Total deferred inflows of resources	553,413	-	-	-	-	553,413
Fund balances						
Nonspendable	96,555	-	-	-	-	96,555
Restricted	114,505	369,731	-	-	528,764	1,013,000
Unrestricted / unassigned (deficit)	1,529,725	-	-	8	-	1,529,733
Total fund balances	1,740,785	369,731	-	8	528,764	2,639,288
Total liabilities and fund balances	\$ 2,491,311	\$ 369,731	\$ 59,996	\$ 2,442,474	\$ 814,194	\$ 6,177,706

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida

**Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position**

September 30, 2023

Total fund balances - governmental funds		\$ 2,639,288
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	\$ 37,579,740	
Less: accumulated depreciation/amortization	<u>(16,460,408)</u>	21,119,332
Long-term liabilities, including bonds and notes payable, compensated absences and lease liabilities, are not due and payable in the current period and, therefore, are not reported in the governmental funds.		
Bond and note payable	\$ (2,099,749)	
Compensated absences	(135,614)	
Lease liability	<u>(16,098)</u>	(2,251,461)
Net position of governmental activities		<u>\$ 21,507,159</u>

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds

<i>Year Ended September 30, 2023</i>	General	Infrastructure	NY Sidewalk	ARPA	Nonmajor Funds	Total Governmental Funds
Revenues						
Taxes:						
Property	\$ 687,741	\$ -	\$ -	\$ -	\$ -	\$ 687,741
Public utility	561,684	-	-	-	-	561,684
Sales	-	908,129	-	-	-	908,129
Motor fuel	-	-	-	-	163,447	163,447
Communications services	143,207	-	-	-	-	143,207
Franchise fees	440,665	-	-	-	-	440,665
Intergovernmental	841,729	-	506,383	302,849	419,432	2,070,393
Charges for services	10,600	-	-	-	-	10,600
Fines	5,402	-	-	-	-	5,402
Investment earnings	151,013	5,387	-	-	-	156,400
Other revenues	205,855	-	-	-	60,891	266,746
Total revenues	3,047,896	913,516	506,383	302,849	643,770	5,414,414
Expenditures						
Current:						
General government	1,105,276	-	-	150,569	20,975	1,276,820
Public safety	1,073,617	-	-	5,319	-	1,078,936
Physical environment	-	-	-	-	88,621	88,621
Transportation	716,471	-	-	23,539	113,512	853,522
Culture and recreation	100,340	-	-	66,349	-	166,689
Debt service:						
Principal	4,867	165,045	-	-	-	169,912
Interest and fiscal charges	398	72,434	-	-	-	72,832
Capital outlay	42,174	147,071	668,126	74,524	966,616	1,898,511
Total expenditures	3,043,143	384,550	668,126	320,300	1,189,724	5,605,843
Excess (deficiency) of revenues over (under) expenditures	4,753	528,966	(161,743)	(17,451)	(545,954)	(191,429)
Other financing sources (uses)						
Transfers in	395,052	25,100	161,743	17,450	629,132	1,228,477
Transfers out	(92,985)	(741,894)	-	-	(123,012)	(957,891)
Proceeds from sale of capital assets	24,151	-	-	-	-	24,151
Total other financing sources (uses)	326,218	(716,794)	161,743	17,450	506,120	294,737
Net change in fund balances	330,971	(187,828)	-	(1)	(39,834)	103,308
Fund balances (deficit), beginning of year	1,409,814	557,559	-	9	568,598	2,535,980
Fund balances (deficit), end of year	\$ 1,740,785	\$ 369,731	\$ -	\$ 8	\$ 528,764	\$ 2,639,288

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida

**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund
Balances of Governmental Funds to the Statement of Activities**

Year Ended September 30, 2023

Net change in fund balances - total governmental funds	\$	103,308
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation or amortization expense.		
Expenditures for capital assets	\$	1,898,511
Donation of capital asset		15,402
Less: current year depreciation/amortization		<u>(1,122,702)</u>
		791,211
Repayment of bond principal, loans, and leases is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This is the principal payments on the long-term debt.		
		169,912
Compensated absences reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
		<u>(9,355)</u>
Change in net position of governmental activities	\$	<u>1,055,076</u>

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – General Fund

<i>Year Ended September 30, 2023</i>	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes:				
Property	\$ 683,888	\$ 683,888	\$ 687,741	\$ 3,853
Public utility	486,703	486,703	561,684	74,981
Communications services	151,968	151,968	143,207	(8,761)
Franchise fees	387,071	387,071	440,665	53,594
Intergovernmental	754,489	754,489	841,729	87,240
Charges for services	9,700	9,700	10,600	900
Fines	4,100	4,100	5,402	1,302
Investment earnings	2,550	2,550	151,013	148,463
Other revenues	833,258	833,258	205,855	(627,403)
Total revenues	3,313,727	3,313,727	3,047,896	(265,831)
Expenditures				
Current:				
General government	1,392,181	1,392,181	1,105,276	286,905
Public safety	1,115,698	1,115,698	1,073,617	42,081
Transportation	641,814	641,814	716,471	(74,657)
Culture and recreation	127,490	127,490	100,340	27,150
Debt service:				
Principal	20,544	20,544	4,867	15,677
Interest	-	-	398	(398)
Capital outlay	16,000	16,000	42,174	(26,174)
Total expenditures	3,313,727	3,313,727	3,043,143	270,584
Excess (deficiency) of revenues over (under) expenditures	-	-	4,753	4,753
Other financing sources (uses)				
Transfers in	399,458	407,832	395,052	(12,780)
Transfers out	(79,000)	(79,000)	(92,985)	(13,985)
Proceeds from sale of capital assets	-	-	24,151	24,151
Total other financing sources (uses)	320,458	328,832	326,218	(2,614)
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	320,458	328,832	330,971	2,139
Fund balances, beginning of year	1,409,814	1,409,814	1,409,814	-
Fund balances, end of year	\$ 1,730,272	\$ 1,738,646	\$ 1,740,785	\$ 2,139

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida

Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – Infrastructure Fund

<i>Year Ended September 30, 2023</i>	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes:				
Sales	\$ 701,364	\$ 701,364	\$ 908,129	\$ 206,765
Developer Contributions	315,000	315,000	-	(315,000)
Investment earnings/other revenue	-	-	5,387	5,387
Total revenues	1,016,364	1,016,364	913,516	(102,848)
Expenditures				
Debt service:				
Principal	164,837	164,837	165,045	(208)
Interest and fiscal charges	72,478	72,478	72,434	44
Capital outlay	1,251,784	1,251,784	147,071	1,104,713
Total expenditures	1,489,099	1,489,099	384,550	1,104,549
Excess of revenues over expenditures	(472,735)	(472,735)	528,966	1,001,701
Other financing sources (uses)				
Transfers in	1,471,926	1,471,926	25,100	(1,446,826)
Transfers out	(999,191)	(1,754,191)	(741,894)	1,012,297
Total other financing sources (uses)	472,735	(282,265)	(716,794)	(434,529)
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	-	(755,000)	(187,828)	567,172
Fund balances (deficits), beginning of year	54,087	124,087	557,559	433,472
Fund balances (deficits), end of year	\$ 54,087	(630,913)	\$ 369,731	\$ 1,000,644

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida

Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – New York Sidewalk Fund

<i>Year Ended September 30, 2023</i>	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental	\$ 700,000	\$ 700,000	\$ 506,383	\$ (193,617)
Total revenues	700,000	700,000	506,383	(193,617)
Expenditures				
Current:				
Transportation	65,000	65,000	-	65,000
Capital outlay	705,000	755,000	668,126	86,874
Total expenditures	770,000	820,000	668,126	151,874
Deficiency of revenues under expenditures	(70,000)	(120,000)	(161,743)	(41,743)
Other financing sources (uses)				
Transfers in	-	50,000	161,743	111,743
Transfers out	-	-	-	-
Total other financing sources (uses)	-	50,000	161,743	111,743
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	(70,000)	(70,000)	-	70,000
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	\$ (70,000)	\$ (70,000)	\$ -	\$ 70,000

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual – ARPA Fund

<i>Year Ended September 30, 2023</i>	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Intergovernmental	\$ 1,426,181	\$ 1,426,181	\$ 302,849	\$ (1,123,332)
Investment earnings	31,290	31,290	-	(31,290)
Total revenues	1,457,471	1,457,471	302,849	(1,154,622)
Expenditures				
Current:				
General government	-	-	150,569	(150,569)
Public safety	-	-	5,319	(5,319)
Transportation	-	-	23,539	(23,539)
Culture and recreation	-	-	66,349	(66,349)
Capital outlay	-	-	74,524	(74,524)
Total expenditures	-	-	320,300	(320,300)
Excess of revenues over expenditures	1,457,471	1,457,471	(17,451)	(1,474,922)
Other financing sources (uses)				
Transfers in	-	-	17,450	17,450
Transfers out	2,143,432	2,143,432	-	2,143,432
Total other financing sources (uses)	2,143,432	2,143,432	17,450	2,160,882
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	3,600,903	3,600,903	(1)	685,960
Fund balances (deficits), beginning of year	9	9	9	-
Fund balances (deficits), end of year	\$ 3,600,912	\$ 3,600,912	\$ 8	\$ 685,960

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Fund Net Position
Proprietary Funds

<i>September 30, 2023</i>	Water & Wastewater	Community Development	Stormwater System - Nonmajor fund	Total
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 1,281,203	\$ 9,997	\$ 291,383	\$ 1,582,583
Restricted cash and cash equivalents	979,602	-	-	979,602
Investments	610,260	-	-	610,260
Accounts receivable	156,322	70,533	10,435	237,290
Due from other funds	580,656	-	-	580,656
Inventories	73,404	-	-	73,404
Prepaid items	1,721	706	-	2,427
Total current assets	3,683,168	81,236	301,818	4,066,222
Noncurrent assets:				
Capital assets:				
Land	324,564	37,860	83,275	445,699
Machinery and equipment	9,854,851	8,104	68,026	9,930,981
Less accumulated depreciation	(4,098,539)	(7,929)	(23,412)	(4,129,880)
Total capital assets, net of accumulated depreciation	6,080,876	38,035	127,889	6,246,800
Total noncurrent assets	6,080,876	38,035	127,889	6,246,800
Total assets	9,764,044	119,271	429,707	10,313,022
LIABILITIES				
Current liabilities:				
Accounts payable	35,509	20,852	-	56,361
Accrued liabilities	51,526	3,796	-	55,322
Due to other funds	-	344,085	-	344,085
Due to other governmental units	-	29,971	-	29,971
Unearned revenues	211,047	142,340	-	353,387
Current portion of accrued compensated absences	1,858	223	-	2,081
Current portion of long-term debt	49,773	-	-	49,773
Total current liabilities	349,713	541,267	-	890,980
Noncurrent liabilities:				
Accrued compensated absences, net of current portion	4,336	519	-	4,855
Long-term debt, net of current portion	629,522	-	-	629,522
Total noncurrent liabilities	633,858	519	-	634,377
Total liabilities	983,571	541,786	-	1,525,357
DEFERRED INFLOW OF RESOURCES				
Deferred revenue - lease revenue	588,170	-	-	588,170
Deferred revenue - business tax receipts	-	13,915	-	13,915
Total deferred inflow of resources	588,170	13,915	-	602,085
NET POSITION (DEFICIT)				
Net investment in capital assets	5,401,581	38,035	127,889	5,567,505
Restricted for:				
Debt service	99,930	-	-	99,930
Renewal and replacement	672,525	-	-	672,525
Unrestricted (deficit)	2,018,267	(474,465)	301,818	1,845,620
Total net position (deficit)	\$ 8,192,303	\$ (436,430)	\$ 429,707	\$ 8,185,580

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds

<i>Year Ended September 30, 2023</i>	Water & Wastewater	Community Development	Stormwater System - Nonmajor fund	Total
Operating revenues:				
Charges for services	\$ 1,459,965	\$ -	\$ 140,497	\$ 1,600,462
Building permits, licenses and fees	-	294,027	-	294,027
Other revenues	56,907	96,852	-	153,759
Total operating revenues	1,516,872	390,879	140,497	2,048,248
Operating expenses:				
Salaries, wages and employee benefits	310,318	105,224	-	415,542
Contractual services, materials and supplies	1,122,224	310,201	22,388	1,454,813
Depreciation	242,264	263	4,606	247,133
Total operating expenses	1,674,806	415,688	26,994	2,117,488
Operating income (loss)	(157,934)	(24,809)	113,503	(69,240)
Nonoperating revenues (expenses):				
Capital Grant	495,736	-	-	495,736
Interest income	29,590	624	-	30,214
Interest expense	(32,622)	-	-	(32,622)
Total nonoperating revenues (expenses)	492,704	624	-	493,328
Income (loss) before transfers and capital contributions	334,770	(24,185)	113,503	424,088
Transfers				
Transfers in	25,739	80,052	-	105,791
Transfers out	(265,642)	(39,996)	(70,739)	(376,377)
Total transfers	(239,903)	40,056	(70,739)	(270,586)
Change in net position	94,867	15,871	42,764	153,502
Net position (deficit), beginning of year	8,097,436	(452,301)	386,943	8,032,078
Net position (deficit), end of year	\$ 8,192,303	\$ (436,430)	\$ 429,707	\$ 8,185,580

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Cash Flows
Proprietary Funds

<i>Year Ended September 30, 2023</i>	Water & Wastewater	Community Development	Stormwater System - Nonmajor fund	Total
Cash flows from operating activities:				
Cash received from customers for sales and services	\$ 2,117,368	\$ 439,714	\$ 166,488	\$ 2,723,570
Internal activity - payments (receipts) from other funds	(32,356)	(40,915)	-	(73,271)
Cash payments to employees	(207,652)	(80,389)	-	(288,041)
Cash payments to suppliers for goods and services	(940,507)	(350,601)	(22,474)	(1,313,582)
Net cash provided by (used in) operating activities	936,853	(32,191)	144,014	1,048,676
Cash flows from noncapital financing activities:				
Transfers from other funds	25,739	80,052	-	105,791
Transfers to other funds	(265,642)	(39,996)	(70,739)	(376,377)
Net cash provided by (used in) noncapital financing activities	(239,903)	40,056	(70,739)	(270,586)
Cash flows from capital and related financing activities:				
Capital contributions	495,736	-	-	495,736
Acquisition and construction of capital assets	(145,030)	-	-	(145,030)
Principal paid on long-term debt	(48,659)	-	-	(48,659)
Interest paid on long-term debt	(32,622)	-	-	(32,622)
Net cash used in capital and related financing activities	269,425	-	-	269,425
Cash flows from investing activities:				
Purchase of Investments	(610,260)	-	-	(610,260)
Interest on investments	29,590	624	-	30,214
Net cash provided by investing activities	(580,670)	624	-	(580,046)
Net increase (decrease) in cash and cash equivalents	385,705	8,489	73,275	467,469
Cash and cash equivalents, beginning of year	1,875,100	1,508	218,108	2,094,716
Cash and cash equivalents, end of year	\$ 2,260,805	\$ 9,997	\$ 291,383	\$ 2,562,185
Classified on the statement of net position as:				
Current assets:				
Cash and cash equivalents	\$ 1,281,203	\$ 9,997	\$ 291,383	\$ 1,582,583
Restricted cash and cash equivalents	979,602	-	-	979,602
	\$ 2,260,805	\$ 9,997	\$ 291,383	\$ 2,562,185

The accompanying notes are an integral part of these financial statements.

City of Fellsmere, Florida
Statement of Cash Flows (continued)
Proprietary Funds

<i>Year Ended September 30, 2023</i>	Water & Wastewater	Community Development	Stormwater System - Nonmajor fund	Total
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:				
Operating income (loss)	\$ (157,934)	\$ (24,809)	\$ 113,503	\$ (69,240)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation expense	242,264	263	4,606	247,133
Change in assets and liabilities:				
(Increase) decrease in assets:				
Accounts receivable	(21,522)	(15,059)	25,991	(10,590)
Due from other funds	(32,356)	-	-	(32,356)
Lease receivables	952,859	-	-	952,859
Inventories	280,110	-	-	280,110
Prepaid items	(3)	(35)	-	(38)
Increase (decrease) in liabilities and:				
deferred inflows:				
Accounts payable	2,129	(15,660)	(86)	(13,617)
Accrued liabilities	2,562	186	-	2,748
Due to other funds	-	(40,915)	-	(40,915)
Due to other governmental units	-	29,971	-	29,971
Accrued compensated absences	(415)	(56)	-	(471)
Unearned revenues	33,848	35,889	-	69,737
Deferred inflows - business tax receipts	-	(1,966)	-	(1,966)
Deferred inflows - lease revenue	(364,689)	-	-	(364,689)
Total adjustments	1,094,787	(7,382)	30,511	1,117,916
Net cash provided by (used in) operating activities	\$ 936,853	\$ (32,191)	\$ 144,014	\$ 1,048,676
Noncash capital and related financing activities:				
Acquisition of capital assets through contributions from property owners, developers and other governments	\$ -	\$ -	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

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City of Fellsmere, Florida

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Fellsmere, Florida (the “City”), located in Indian River County (the “County”), was incorporated in 1911. The City was created under the legal authority of Article VIII of the Florida Constitution, Florida Statutes’ Chapter 165 and pursuant to the Laws of Florida 11480, Act of 1925. The City operates under a Council - manager form of government whereby the mayor is elected from the five members of Council. The City provides the following services: General and Administrative Services, Public Safety-Police, Public Works-Streets, Culture and Recreation, Water, Wastewater Systems, and Community Development.

A. Reporting Entity

The City is a municipal corporation governed by an elected mayor and a four-member governing council (the “Council”). The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units are, in substance, part of the primary government’s operations even though they are legally separate entities. Thus, blended component units are appropriately presented as funds in the primary government. The City reported no discretely presented component units for the year ended September 30, 2023. The accounting policies of the City conform to generally accepted accounting principles (GAAP) as applied to governmental units. The more significant accounting policies used by the City are described below.

In evaluating the City as a reporting entity, management has considered all potential component units in accordance with Section 2100: *Defining the Financial Reporting Entity* of the Governmental Accounting Standards Board (GASB) Codification.

Blended Component Unit

The Community Redevelopment Agency (CRA) was created in November 2005, through Resolution No. 05-JJ, to finance development within the geographic boundaries of the community redevelopment area. Although legally separate, the CRA is governed by a board primarily of the City’s elected Council members and the services provided by the CRA create a financial benefit relationship with the City. The CRA does not issue separate financial statements. Their financial statements are included in the City’s Financial Statements as a non-major special revenue fund for the year ended September 30, 2023.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

City of Fellsmere, Florida Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Program revenues* include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items properly excluded from program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. The City has no fiduciary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary funds. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considered revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in the governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 60 days). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within six months). All other revenue items are considered to be measurable and available only when cash is received by the City.

The proprietary funds are reported using the *economic resources measurement focus* and the *accrual basis of accounting*.

Government-Wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds and proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's wastewater and sanitation services functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements

The fund financial statements provide information about the City's funds, including its blended component unit. Separate statements for each fund category—governmental and proprietary—are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for and reported in another fund.

The *Infrastructure Fund* accounts for the financial resources used for infrastructure improvements and equipment purchases.

The *American Rescue Plan Act (ARPA) Fund* accounts for the financial resources used for projects utilizing ARPA funds.

The *NY Sidewalk Fund* accounts for the financial resources used for the sidewalk project.

The City reports the following major enterprise funds:

The *Water & Wastewater Fund* accounts for the activities in providing water and wastewater services to the public.

The *Community Development Fund* accounts for the financial resources of the City's building department.

Additionally, the City reports the following nonmajor fund types:

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

The City's nonmajor enterprise fund consists of the stormwater system fund.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advanced to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in the governmental activities (i.e., the governmental funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column.

Similarly, balances between funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements.

Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

Similarly, balances between funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

Budgetary Information

The City follows the procedures set forth below in establishing the budgetary data reflected in the financial statements:

1. The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing on October 1. The operating budget includes the proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to the first day of the following fiscal year, the budget is legally enacted through passage of an ordinance.

The City Council is authorized to amend the budget to utilize excess funds, to increase appropriations, to transfer funds, or for other purposes, as necessary. The final adoption of the City budget complies with the "Truth in Millage" Statute of Florida that mandates two public hearings prior to the adoption of the ad valorem tax millage rate and budget. Prior to October 1 of each year, the public hearings are held, and the Council adopts the final budget and establishes the ad valorem tax millage rate.

The budget may be formally amended by the City Council at any time during the fiscal year. Budgets for the government funds are prepared in accordance with generally accepted accounting principles, using the modified accrual basis of accounting. Within the financial statements, budget amounts are presented in accordance with the City's policy and the accrual amounts are presented in accordance with generally accepted accounting principles.

There were no differences between both bases of presentation during the fiscal year ended September 30, 2023. Appropriations, except open project appropriations, lapse at the end of each fiscal year.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

Budgetary Information (Continued)

The appropriated budget is prepared by fund, function, and department. Shifts in appropriations within fund totals may be done on the authority of the City Manager. Transfers of appropriations between funds require approval of the City Council. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations made by the City Council) is the fund level. Budget adjustments made during the year ended September 30, 2023 were approved by the City Council.

D. Assets, Liabilities, Deferred Inflows, and Net Position or Equity

1. Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

2. Investments

Deposits available within various funds were consolidated for investment purposes. Substantially all deposits were investing using the pooled investment concept. Interest earned was allocated monthly to the various funds based on their month-ending cash and investment balances.

Investments for the City are reported at fair value except for the position in the State Treasurer's Investment Pool. The State Treasurer's Investment Pool meets all of the specified criteria in Section 150: *Investments* to qualify to elect to measure their investments at amortized costs. Accordingly, the value of the City's position in the pool is equal to the value of pooled shares.

The City of Fellsmere is empowered by statute to invest in the following instruments and may divest itself of such investments, at prevailing market prices or rates subject to the limitations of Section 218.415 – a) the Local Government Surplus Funds Trust Fund, administered by the Florida State Board of Administration or any intergovernmental investment pool authorized pursuant the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01, Florida Statutes; b) Securities and Exchange Commission registered money market funds with the highest quality rating from a nationally recognized rating agency; c) savings accounts in state-certified qualified public depositories, as defined in Florida Statute 280.02; d) certificates of deposit and Repurchase Agreements in state-certified qualified depositories, as defined in Florida Statute 280.02; e) direct obligations of the U.S. Treasury; and f) Federal agencies and instrumentalities.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

2. Investments

Banks and savings and loans in which the City funds are deposited must be classified as a qualified public depository as defined in the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, before any deposits are made with those institutions. The City had deposits only with qualifying public depositories as of September 30, 2023.

3. Receivables and Payables

Accounts receivable consist of trade receivables. Amounts due from other governments include due from the State of Florida. Program and capital grants are recorded as receivable and revenues at the time reimbursable project costs are incurred. Revenues received in advance of project costs being incurred are reported as "unearned".

Lease Receivables – The City's lease receivables are measured at the present value of lease payments expected to be received during the lease term. Under the lease agreement, the City may receive variable lease payments that are dependent upon the lessee's revenue. The variable payments are recorded as an inflow of resources in the period the payment is received.

The City has no allowance for doubtful accounts as of September 30, 2023, as all receivables are considered collectible.

4. Interfund Activities and Transactions

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" within the fund financial statements. Long-term borrowings between funds are classified as "advances to other funds" or "advances from other funds" in the fund financial statements. These amounts are eliminated in the governmental and business-type activities columns of the statement of net position, except for any residual balance outstanding between the governmental and business-type activities at the end of the fiscal year, which are reported in the government-wide financial statements as internal balances.

Interfund transactions are reflected as services provided, reimbursements, or transfers. Services provided, deemed to be at or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefitting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or business-type funds are funds are netted as part of the reconciliation to the government-wide presentation.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

5. Inventories and Prepaid Items

Inventory at September 30, 2023 consisted of various parts, materials, and supplies on hand in connection with the water system. This inventory is stated at cost, determined by the first-in, first-out (FIFO) method. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased. Prepaid items consist of prepaid insurance at September 30, 2023.

6. Restricted Assets

Certain assets of the City are classified as restricted assets on the Statement of Net Position because their use is limited either by law or through constitutional provision or enabling legislation, or by restrictions imposed externally by creditors, grantors, contributors, or laws and regulations of other governments. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position, then from unrestricted net position.

7. Capital Assets

Capital assets, which include property, plant, equipment, right-to-use assets and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$1,000 and an estimated useful life of more than five years. Such assets are recorded at historical cost. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized.

Other costs incurred for repairs and maintenance are expensed as incurred. Donated capital assets are recorded at their acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities, if any, is included as part of the capitalized value of the asset constructed.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

Land and construction in progress are not depreciated. The other capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	20 to 30 years
Improvements other than buildings	10 to 20 years
Infrastructure improvements	20 years
Water distribution and wastewater systems	50 years
Equipment and vehicles	5 to 10 years

Right-of-use lease assets are amortized over the life of the lease.

8. Unearned Revenues

Unearned revenues include amounts collected before the eligibility criteria are met, and consisted of various grants.

9. Deferred Inflows of Resources

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time.

The City had two (2) items that qualified as deferred inflows of resources, business tax receipts and leases (amounts owed to the City as the lessor).

10. Compensated Absences

The City's policy permits employees to accumulate earned but unused vacation benefits, which are eligible for payment upon separation from government service. The liability for such leave is reported as incurred in the government-wide and proprietary fund financial statements. A liability for those amounts is recorded in the governmental funds only if the liability has matured as a result of employee resignations or retirements.

The liability for compensated absences includes salary-related benefits, where applicable. Accumulated sick leave lapses when employees leave the employ of the City and, accordingly upon separation from service, no monetary obligation exists.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

11. Long-term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds and is recorded as an adjustment to interest expense. Bonds payable are reported net of the applicable bond premium or discount. In accordance with GASB Codification Section 130: *Interest Costs – Imputation*, bond issuance costs are expensed in the period incurred except for prepaid insurance costs.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as debt issuance costs, in the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

12. Leases

Lease contracts provide the City with control of a non-financial assets, such as land, buildings or equipment, for a period of time in excess of twelve months are reported as a leased asset with a related lease liability. The lease liability is recorded at the present value of future lease payments, including fixed payments, variable payments based on an index or fixed rate and reasonably certain residual guarantees. The intangible leased asset is recorded for the same amount as the related lease liability plus any prepayments and initial direct costs to place the asset in service. Lease assets are amortized over the shorter of the useful life of the asset or the lease term. The lease liability is reduced for lease payments made, less the interest portion of the lease payment.

13. Categories and Classification of Net Position and Fund Balance

Net position flow assumption – Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund balance flow assumptions – Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

13. Categories and Classification of Net Position and Fund Balance (Continued)

the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund balance policies – Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, specifies the following classifications:

Nonspendable fund balance – Nonspendable fund balances are amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance – Restricted fund balances are restricted when constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance – The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The governing council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Assigned fund balance – Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The governing council has by resolution authorized the finance director to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Unassigned fund balance – Unassigned fund balance is the residual classification for the General Fund.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities, Deferred Inflows, and Net Position or Equity (Continued)

14. Revenues and Expenditures/Expenses

Program revenues – Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) operating grants and contributions, 3) capital grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

Property taxes – Property taxes attach as an enforceable lien on real property and are levied based on the property valuation as of January 1. The fiscal year for which property taxes are levied begins October 1. Taxes are due beginning November 1 and considered delinquent on April 1. All property taxes remaining unpaid at May 30 are subject to lien, and penalties and interest are assessed. Property taxes are considered fully collected (97% of the levy) during and prior to the end of the fiscal year. Therefore no material amounts of property taxes are receivable as of September 30, 2023.

Proprietary funds operating and nonoperating revenues and expenses – Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary funds' principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

15. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

16. Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, February 26, 2024. See Note 9 for relevant disclosures. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

City of Fellsmere, Florida
Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

17. Recently Issued and Implemented Accounting Pronouncements

GASB Statement No. 96, *Subscriptions-Based Information Technology Arrangements*, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset - an intangible asset – and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. This statement had no impact on the financial statements.

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows:

GASB Statement No. 100, *Accounting Changes and Error Corrections*, This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as change in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restated prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to the financial statements of descriptive information about accounting changes and error corrections, such as their nature.

In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in the required supplementary information (RSI) and supplementary information (SI). The requirements of this Statement are effective for accounting changes made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

GASB Statement No. 101, *Compensated absences*, The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 14, 2023, and all reporting periods thereafter.

The City is evaluating the requirements of the above statements and the impact on financial statement reporting.

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS

A. Deposits and investments

At September 30, 2023, the carrying amount of the City's deposits with banks was \$5,082,040 and the bank balance was \$5,143,351. In addition, the City holds \$1,200 of petty cash. As of September 30, 2023, \$250,000 of the City's bank balances were covered by the Federal Depository Insurance Corporation (FDIC). Monies invested in amounts greater than the insurance coverage are secured by the qualified public depositories pledging securities with the State Treasurer in such amounts required by the Florida Security for Public Depositories Act. In the event of a default or insolvency of a qualified public depository, the State Treasurer will implement procedures for payment of losses according to the validated claims of the City pursuant to Section 280.08, Florida Statutes.

Restricted cash in the Enterprise Funds at September 30, 2023 consists of unspent water and wastewater system impact fees and interest earned on these funds of \$879,672. Under City adopted resolutions, these funds may be used only for extensions, enlargements, or additions to the capital assets of the water and wastewater systems. Restricted cash also consists of bond sinking fund reserve for the water system in the amount of \$99,930.

In lieu of adopting its own investment policy, the City invests surplus funds pursuant to the guidelines in Florida Statute 218.415, subsection 17, which allows the City to invest in the Florida State Board of Administration intergovernmental investment pool or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, direct obligations of the United States Government, obligations of the different agencies of the Federal Government, registered money market funds and accounts of state qualified public depositories.

The Florida Cooperative Liquid Assets Securities System (FLCLASS) is an independent LGIP designed to meet the cash management and short-term investment needs of Florida governmental entities and was created by an interlocal agreement by and among State public agencies under Florida Statute 163.01 and is administered under Florida Statute 218.415. FLCLASS is governed by a Board of Trustees (the "Board"). The Board supervises the Trust and its affairs and acts as the liaison between the participants, the custodian, the administrator and all service providers.

The fair values of the LGIP's are equal to the value of the pooled shares. The investments in the LGIP's are not insured by FDIC or any other governmental agency. The LGIP's follow GASB Statement No. 79 and value all securities at amortized cost, which approximate fair value, in an attempt to maintain a constant net asset value (NAV) of \$1 per share. On September 30, 2023, the City had \$3,170,476 invested. The fair value of the City's position in the pool is equal to the value of pooled shares or net asset value.

Under GASB Codification 150: *Investments*, if a participant has an investment in a qualifying external investment pool that measures for financial reporting purposes of its investments at amortized cost it should disclose the present of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transactions amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates) in notes to the financial statements. As of September 30, 2023, there were no redemption fees or maximum transaction amounts, or any other

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

A. Deposits and investments

requirements that serve to limit the City's access to 100 percent of their account value in the external investment pool.

Custodial credit risk – Custodial credit risk for deposits is the risk in the event of the failure of a depository financial institution a government may not be able to recover deposits. Monies placed on deposit with financial institutions in the form of demand deposits, time deposits or certificate of deposits are defined as public deposits. The financial institutions in which the City places its deposits are certified as "qualified public depositories," as required under the Florida Security for Public Deposits Act. For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

Interest rate risk – Interest rate risk is the possibility that interest rates will rise and reduce the fair value of an investment.

The dollar weighted average days to maturity (WAM) of FLCLASS at September 30, 2023, was 43 days and the weighted average life (WAL) was 71 days.

Credit risk – Section 150: *Investments* of the GASB Codification requires that governments provide information about credit risk associated with their investments by disclosing the credit rating of investments in debt securities as described by nationally recognized statistical rating organizations.

Concentration risk – Section 150: *Investments* of the GASB Codification requires disclosures of investments in any one issuer that represents five percent or more of total investments, excluding investments issued or explicitly guaranteed by the U.S. government, investments in mutual funds, external investments pools and other pooled investments.

As of September 30, 2023, the City has the following investments and effective duration presented in terms of years.

Investment Type	Credit Rating	Investment Maturities (in years)				
		Fair Value	Less than 1	From 1-5	More than 5	
Primary government:						
Florida Cooperative Liquid Assets						
Securities System - FLCLASS	AAAm	\$ 3,170,476	\$ 3,170,476	\$ -	\$ -	
Total primary government investments						
		\$ 3,170,476	\$ 3,170,476	\$ -	\$ -	

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

B. Interfund receivables and payables and transfers

The composition of interfund balances as of September 30, 2023, was as follows:

	Due from Other Funds	Due to Other Funds
General fund	\$ 125,171	\$ -
NY Sidewalk fund	-	35,481
Nonmajor funds	-	201,090
ARPA fund	-	125,171
Water & Wastewater fund	580,656	-
Community development fund	-	344,085
Total	\$ 705,827	\$ 705,827

The Community Development fund and various nonmajor funds required funding from the Water & Wastewater fund to support operations and cash flow when waiting for reimbursement from grantors. The General fund required funding from the ARPA fund for expenditures being expended under the ARPA grant, for each funds had not yet been transferred.

For the year ended September 30, 2023, interfund transfers consisted of the following:

Transfers Out	Transfers In							Totals
	General fund	Infrastructure fund	ARPA	NY sidewalk fund	Water and sewer fund	Community Development fund	Nonmajor Governmental funds	
General fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,004	\$ 48,981	\$ 92,985
Infrastructure fund	-	-	-	161,743	-	-	580,151	741,894
Water & sewer fund	232,749	12,121	-	-	-	20,772	-	265,642
Community development fund	39,996	-	-	-	-	-	-	39,996
Stormwater system Fund	29,724	-	-	-	25,739	15,276	-	70,739
Nonmajor	92,583	12,979	17,450	-	-	-	-	123,012
Totals	\$ 395,052	\$ 25,100	\$ 17,450	\$ 161,743	\$ 25,739	\$ 80,052	\$ 629,132	\$ 1,334,268

Transfers are used to: (1) move revenues from the fund that is required to collect them to the fund that is required or allowed to expend them; and (2) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

C. Capital assets

Capital asset activity for the primary government for the year ended September 30, 2023 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 7,128,771	\$ 15,402	\$ -	\$ 7,144,173
Construction in progress	3,205,272	533,579	(2,940,220)	798,631
Total capital assets, not being depreciated	10,334,043	548,981	(2,940,220)	7,942,804
Capital assets, being depreciated:				
Buildings	5,948,297	202,218	-	6,150,515
Improvements other than buildings	3,533,881	12,325	-	3,546,206
Machinery and equipment	2,214,830	293,779	(113,560)	2,395,049
Infrastructure	13,723,513	3,796,830	-	17,520,343
Total capital assets, being depreciated	25,420,521	4,305,152	(113,560)	29,612,113
Less accumulated depreciation for:				
Buildings	(3,655,505)	(273,528)	-	(3,929,033)
Improvements other than buildings	(2,776,124)	(8,843)	-	(2,784,967)
Machinery and equipment	(1,939,668)	(315,702)	113,560	(2,141,810)
Infrastructure	(7,076,111)	(519,762)	-	(7,595,873)
Total accumulated depreciation	(15,447,408)	(1,117,835)	113,560	(16,451,683)
Total capital assets, being depreciated, net	9,973,113	3,187,317	-	13,160,430
Right-to-use lease assets, being amortized				
Equipment	24,823	-	-	24,823
Right-to-use lease assets, being amortized	24,823	-	-	24,823
Less accumulated amortization for				
Equipment	(3,858)	(4,867)	-	(8,725)
Total accumulated amortization	(3,858)	(4,867)	-	(8,725)
Right-to-use lease assets being amortized,				
net	20,965	(4,867)	-	16,098
Governmental activities capital assets, net	\$ 20,328,121	\$ 3,731,431	\$ (2,940,220)	\$ 21,119,332

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

C. Capital assets (continued)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 445,699	\$ -	\$ -	\$ 445,699
Total capital assets, not being depreciated	445,699	-	-	445,699
Capital assets, being depreciated:				
Water plant	2,921,459	117,625	-	3,039,084
Water lines	4,078,223	27,405	-	4,105,628
Water tank	408,813	-	-	408,813
Vehicle and equipment	72,222	-	-	72,222
Equipment	24,490	-	(16,386)	8,104
Wastewater lines	2,229,104	-	-	2,229,104
Stormwater equipment	68,026	-	-	68,026
Total capital assets, being depreciated	9,802,337	145,030	(16,386)	9,930,981
Less accumulated depreciation for:				
Water plant	(887,597)	(62,768)	-	(950,365)
Water lines	(1,889,332)	(124,910)	-	(2,014,242)
Water tank	(218,978)	(7,242)	-	(226,220)
Vehicle and equipment	(72,298)	76	-	(72,222)
Equipment	(24,051)	(263)	16,386	(7,928)
Wastewater lines	(788,070)	(47,420)	-	(835,490)
Stormwater equipment	(18,807)	(4,606)	-	(23,413)
Total accumulated depreciation	(3,899,133)	(247,133)	16,386	(4,129,880)
Total capital assets, being depreciated, net	5,903,204	(102,103)	-	5,801,101
Business-type activities capital assets, net	\$ 6,348,903	\$ (102,103)	\$ -	\$ 6,246,800

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

C. Capital assets (continued)

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 267,429
Public safety	67,635
Transportation	553,697
Culture and recreation	233,941
<u>Total depreciation/amortization expense - governmental activities</u>	<u>\$ 1,122,702</u>
Business-type activities:	
Water & Wastewater	\$ 242,264
Community development	263
Stormwater	4,606
<u>Total depreciation expense - business-type activities</u>	<u>\$ 247,133</u>

D. Accounts payable and accrued liabilities

Payables are comprised of the following at year-end:

	Governmental Activities	Business-type Activities
Accounts payable	\$ 174,927	\$ 56,361
Accrued liabilities	37,977	55,322
<u>Total payables</u>	<u>\$ 212,904</u>	<u>\$ 111,683</u>

E. Construction Commitments

The City has active construction projects as of September 30, 2023. At year-end, the City's commitments with contractors are as follows:

<u>NY Sidewalk</u>	<u>\$ 35,483</u>
<u>Total outstanding commitments</u>	<u>\$ 35,483</u>

The projects noted above are funded through grants and City funding.

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

F. Long-term liabilities

Long-term liability activity for the year ended September 30, 2023, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Capital improvement bond, 2022	\$ 2,194,614	\$ -	\$ (119,841)	\$ 2,074,773	\$ 122,254
Vehicles note	70,180	-	(45,204)	24,976	24,976
Compensated absences	126,259	158,204	(148,849)	135,614	40,684
Lease liabilities	20,965	-	(4,867)	16,098	4,971
Total governmental activities	\$ 2,412,018	\$ 158,204	\$ (318,761)	\$ 2,251,461	\$ 192,885

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-type activities:					
Capital improvement bond, 2022	\$ 544,386	\$ -	\$ (29,158)	\$ 515,228	\$ 29,747
Construction loans	183,568	-	(19,501)	164,067	20,026
Compensated absences	7,467	5,372	(5,903)	6,936	2,081
Total business-type activities	\$ 735,421	\$ 5,372	\$ (54,562)	\$ 686,231	\$ 51,854

Capital Improvement Revenue Refunding Note, Series 2022 - Direct Borrowing

On May 25, 2022, the City authorized a \$2,764,000 Capital Improvement Revenue Refunding note with an interest rate of 3.22% to refund the outstanding balances of the Water Revenue Bond, Series 1993 and the Capital Improvement Revenue Bond, Series 2008 with an average interest rate of 4.5%.

Since fiscal year 2022, the Capital Improvement Revenue Refunding Note, Series 2022 is the sole outstanding bond issue of the City. Principal and interest are payable quarterly on December 1, March 1, June 1 and September 1 of each year. During the fiscal year ended September 30, 2023, a total of \$149,000 in debt service principal and \$87,608 in debt service interest were paid toward the outstanding balance. As of September 30, 2023, the balance of the note was \$2,590,001.

The bond constitutes a special obligation of the City secured by a lien on and pledge of the gross discretionary sales tax revenues. Upon receipt of discretionary sales tax revenues, the City will transfer from the revenue fund into the sinking fund an equal monthly amount until the balance is sufficient to pay interest and principal due on the note on the next payment date. The City's current principal and interest of \$234,915 was 25.8% of the current pledged revenue of \$908,129. The balance of the sinking fund was \$99,930, respectively, as of September 30, 2023.

Construction Loans – Direct Borrowing

In 2010, the City entered into two loans with the Florida Department of Environmental Protection. Disbursements for the loan were considered federal funds under a grant from the Environmental Protection Agency, Capitalization Grants for the State Revolving Fund. The construction project to expand the water treatment plant was finished in 2012.

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

F. Long-term liabilities (continued)

Operational revenues from the Water & Wastewater utility are pledged as security for repayment of these loans. The current pledged revenues were \$54,584. The current principal and interest of \$24,271 was 44% of pledged revenues. Both loans are to be repaid with 40 semi-annual payments of \$7,288 for loan #1 and \$4,837 for loan #2 in March and September ending in March and September 2031, respectively. Interest is charged at 2.71% and 2.61%, respectively. The loan agreement includes certain covenants with which the City was in compliance at September 30, 2023. In the event of default, outstanding amounts become immediately due if the City is unable to make payment and the City could be subject to a 6% interest penalty on amounts due, among other costs. At September 30, 2023 the balances of loan #1 and #2 were \$84,395 and \$79,672, respectively.

Vehicles Promissory Note – Direct Borrowing

The City executed a promissory note dated January 14, 2021 with an interest rate of 4% per annum in favor of Marine Bank & Trust Company in the original principal amount of up to \$250,000 for the purpose of purchasing police department vehicles. The City signed a loan agreement in order to set out the terms and conditions of the loan. Monthly payments of interest only are due on the 14th day of each month until the maturity date of March 14, 2024. As of September 30, 2023, the outstanding balance was \$24,976.

Leases

The City has entered into a lease agreement to obtain the right-to-use office equipment. The total annual rent for the leases that the City paid for the fiscal year ended September 30, 2023 was \$5,265. The office equipment lease expires in fiscal year 2027. Monthly payment amounts are \$439.

Annual debt service requirements to maturity for long-term debt are as follows:

Year Ending September 30,	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 152,201	\$ 67,233	\$ 49,773	\$ 20,472
2025	130,548	62,660	51,093	18,908
2026	136,101	58,395	53,016	17,344
2027	136,173	53,983	54,562	15,721
2028	139,144	49,666	56,123	14,088
2029 - 2033	771,324	175,366	246,085	45,028
2034 - 2038	648,266	58,679	157,734	14,276
2039 - 2041	2,090	85	10,909	21
Total	\$ 2,115,847	\$ 526,067	\$ 679,295	\$ 145,858

City of Fellsmere, Florida
Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

G. Public – Private Partnership Arrangements

On December 22, 2022, the City entered into a telecommunication easement and lease assignment agreement with TPA V, LLC. ("TPA") As a result of this agreement, the City granted the cell tower rights to TPA for 50 years, that will end on December 22, 2072. The City received \$932,363 for the lease assignment, and recognized \$18,647 revenue in fiscal year 2023. As of September 30, 2023, the deferred inflow balance was \$913,716, of which, \$325,546 is included in the general fund, and \$588,170 is in the water fund.

Additionally, TPA is permitted to enter into leases with new telecommunications tenant ("Rent Share Tenant", however the City will receive 50% of the revenue from it. The City retains ownership rights to asset, but grants cooperation and non-inference to the grantee. TPA will continue to collect fees from lessee until ultimately the cell tower rights revert back to the City after 50 years, on December 22, 2072.

H. Leases – Lessor

The City accounts for leases in accordance with GASB Statement No. 87, *Leases*. The City's operations consist of agreements for use of land, cell tower space and buildings. The agreements are made up of various non-cancelable agreements for land, cell tower space and buildings, which expire between the years 2026 and 2072. The City recognized \$34,878 of lease revenue principal and \$8,264 of lease interest for the year ended September 30, 2023.

Note 3: RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City's risk management activities are recorded in the General and Enterprise Funds. The funds administer the health, property and liability, and workers' compensation insurance activities of the City.

Significant losses are covered by insurance through a public entity risk pool for all major programs except employee health care, which is covered by commercial insurance. For insured programs, there have been no significant reductions in insurance coverage. There have been no settlements that exceeded insurance coverage for each of the past three fiscal years.

Note 4: PROPERTY TAXES

Property taxes are billed and collected within the same fiscal period, and are reflected on the cash basis when received from the tax collector. Since virtually all taxes levied will be collected through the tax collection process, remittances in October and November for prior year taxes are insignificant.

City of Fellsmere, Florida
Notes to Financial Statements

Note 4: PROPERTY TAXES (Continued)

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State that regulate tax assessments are designed to assure a consistent property valuation method. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills. For the year ended September 30, 2023, the millage rate assessed by the City was 5.2210 mills.

The tax levy of the City is established by the City Council prior to October 1 of each year. The Indian River County Property Appraiser incorporates the City's millage into the total tax levy.

All property is reassessed according to its fair market value at January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of State statutes.

All taxes are due and payable on November 1 (levy date) of each year or as soon thereafter as the assessment roll is certified and delivered to the County Tax Collector. All unpaid taxes become delinquent on April 15 following the year in which they are assessed.

Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. Taxes paid in March, and thereafter, are without a discount.

On or prior to June 1 of each fiscal year, tax certificates are sold for all delinquent taxes on real property. After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Unsold tax certificates are held by the County.

Note 5: CONTINGENT LIABILITIES

The City participates in various federal and state grant programs from year-to-year, which are governed by various rules and regulations of the grantor agencies. Therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any funding may be required. In the opinion of the City's management, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants. Therefore, no provision has been recorded in the financial statements for such contingencies.

Note 6: BENEFIT PLANS

Governmental Money Purchase Plan and Trust

Beginning October 1, 2008, the City established a governmental money purchase defined contribution plan created in accordance with Internal Revenue Code Section 401(a).

City of Fellsmere, Florida
Notes to Financial Statements

Note 6: BENEFIT PLANS (Continued)

Governmental Money Purchase Plan and Trust (continued)

The plan is administered by an independent plan administrator through an administrative service agreement.

Participation in the plan is limited to charter officers and department heads (participants) whereby the employees defer a portion of their salary in the form of plan contributions. In addition to employee contributions, the City has agreed to contribute 13% of employee salaries and wages for employees who contributed 4% in 2023. Although the charter officers and department heads may participate in both the deferred compensation plan (see Note 7) and the governmental money purchase plan and trust, the City will contribute to only one plan on their behalf. Total City contributions to the plan amounted to \$83,898 for the fiscal year ended September 30, 2023. The money purchase plan is not available to employees until termination, retirement, death, or financial hardship.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are solely the property and rights of the City employees and their beneficiaries and are not accessible by the City or its creditors. Neither the City nor the independent plan administrator have any liability for losses under the plan agreement, but they do have the duty of due care that would be required of any ordinary prudent investor.

Health Reimbursement Account

Beginning October 1, 2006 the City established a health reimbursement account and a retirement health savings plan for the benefit of the employees. Both accounts are administered by an independent plan administrator through administrative service agreements. The City credits a flat dollar amount to the health reimbursement account which will vary pursuant to the annual budget appropriation. That amount is then used to pay eligible health claims. For the year ended September 30, 2023, the City credited \$3,000 to each employee's account, and an additional \$3,000 to those employees with dependent coverage for a total of \$6,000, which amounted to \$162,000. All full-time employees participate in the plan.

For the year ended September 30, 2023, the employees' remaining balance in the health reimbursement account amounted to \$275,459.

The retirement health reimbursement account is administered by an independent plan administrator who also manages the associated funds. All amounts deposited into the fund, all property and rights purchased with those amounts, and all income attributable to those accounts are solely the property and rights of the City employees and their beneficiaries, and are not accessible by the City or its creditors. Neither the City nor the independent plan administrator have any liability for losses under the plan agreement, but they do have the duty of due care that would be required of any ordinary prudent investor.

City of Fellsmere, Florida
Notes to Financial Statements

Note 7: DEFERRED COMPENSATION PLAN

Beginning July 1, 1997, the City established a deferred compensation plan created in accordance with Internal Revenue Code Section 457(b). The plan is administered by an independent plan administrator through an administrative service agreement. Participation in the plan is available to all City employees (participants) whereby the employees defer a portion of their salary in the form of plan contributions. In addition to employee contributions, the City has agreed to contribute 13% of employee salaries and wages for employees who contributed 4% in 2023.

Employer and employee contributions to the plan were \$116,573 and \$71,223, respectively, in 2023. Deferred compensation is not available to employees until termination, retirement, death, or financial hardship.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are solely the property and rights of the City employees and their beneficiaries and are not accessible by the City or its creditors. Neither the City nor the independent plan administrator have any liability for losses under the plan agreement, but they do have the duty of due care that would be required of any ordinary prudent investor.

Note 8: FUND BALANCES - GOVERNMENTAL FUNDS

In accordance with GASBC 1300, *Fund Accounting*, the City classifies fund balances based primarily on the extent to which it is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Detailed information on fund balances of governmental funds is as follows:

	General Fund	Infrastructure	ARPA	Nonmajor Governmental Funds	Totals
Nonspendable:					
Prepaid items	\$ 96,555	\$ -	\$ -	\$ -	\$ 96,555
Total nonspendable	96,555	-	-	-	96,555
Restricted for:					
Capital Projects	52,965	369,731	-	528,764	951,460
Brookside Cemetery	61,540	-	-	-	61,540
Total restricted	114,505	369,731	-	528,764	1,013,000
Unassigned	1,529,725	-	8	-	1,529,733
Total fund balances, governmental funds	\$ 1,740,785	\$ 369,731	\$ 8	\$ 528,764	\$ 2,639,288

City of Fellsmere, Florida
Notes to Financial Statements

Note 9: SUBSEQUENT EVENTS

On December 22, 2022, the City entered into a 50-year telecommunication easement and lease assignment agreement with TPA V, LLC for the rights of future revenues through December 22, 2072. The total consideration was \$1,010,000 less settlement costs of approximately \$57,141. The remaining balance due was \$952,859, which included \$20,496 of lease payments received between October 2022 and January 2023 when the sale was completed.

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS

City of Fellsmere, Florida
Combining Balance Sheet
Nonmajor Governmental Funds

	Special Revenue										
<i>September 30, 2023</i>	Local Option Gas Tax	FRDAP Trail Head Preserve LWCF	SJRWMD State Street Greenway	HC&J Stormwater Grant Park	South Regional Lake PHII	Historic Train Village	Community Center Historic Restoration	South Broadway Sidewalk	League Revenue	HMGP	
ASSETS											
Cash and cash equivalents	\$ 280,996	\$ 3,500	\$ 7,212	\$ 12,139	\$ -	\$ 4,082	\$ -	\$ -	\$ -	\$ -	
Due from other governments	30,060	-	-	-	6,675	-	-	-	-	-	
Total assets	\$ 311,056	\$ 3,500	\$ 7,212	\$ 12,139	\$ 6,675	\$ 4,082	\$ -	\$ -	\$ -	\$ -	
LIABILITIES											
Accounts payable	\$ 7,550	\$ 3,500	\$ 7,212	\$ 12,139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Due to other funds	-	-	-	-	6,675	-	-	-	-	-	
Total liabilities	7,550	3,500	7,212	12,139	6,675	-	-	-	-	-	
FUND BALANCES											
Restricted	303,506	-	-	-	-	4,082	-	-	-	-	
Total fund balances	303,506	-	-	-	-	4,082	-	-	-	-	
Total liabilities and fund balances	\$ 311,056	\$ 3,500	\$ 7,212	\$ 12,139	\$ 6,675	\$ 4,082	\$ -	\$ -	\$ -	\$ -	

Special Revenue												
USDA Comm, DEO Facilities, Vehicles, PD/PW Building Stormway Special Community State Street Rail Trail N. Broadway to Hurricane												
Broadband	CDBG 97th Street	Sewer to Shrimp Farm	& Equipment	Hardening	Greenway	Projects	Redevelopment	Reservoir	State Park	Ian	Total	
\$ 35,000	\$ -	\$ 18,381	\$ -	\$ -	\$ -	\$ 26,694	\$ 194,546	\$ -	\$ 494	\$ 3	\$ 583,047	
-	-	-	-	194,000	-	-	-	-	-	412	231,147	
\$ 35,000	\$ -	\$ 18,381	\$ -	\$ 194,000	\$ -	\$ 26,694	\$ 194,546	\$ -	\$ 494	\$ 415	\$ 814,194	
\$ 35,000	\$ -	\$ 18,381	\$ -	\$ -	\$ -	\$ -	\$ 64	\$ -	\$ 494	\$ -	\$ 84,340	
-	-	-	-	194,000	-	-	-	-	-	415	201,090	
35,000	-	18,381	-	194,000	-	-	64	-	494	415	285,430	
-	-	-	-	-	-	26,694	194,482	-	-	-	528,764	
-	-	-	-	-	-	26,694	194,482	-	-	-	528,764	
\$ 35,000	\$ -	\$ 18,381	\$ -	\$ 194,000	\$ -	\$ 26,694	\$ 194,546	\$ -	\$ 494	\$ 415	\$ 814,194	

City of Fellsmere, Florida
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds

	Special Revenue									
<i>For the year ended September 30, 2023</i>	Local Option Gas Tax	FRDAP Trail Head Preserve LWCF	SJRWMD State Street Greenway	HC&J Stormwater Grant Park	South Regional Lake PHII	Historic Train Village	Community Center Historic Restoration	South Broadway Sidewalk	League Revenue	HMGP
REVENUES										
Taxes:										
Motor fuel	\$ 163,447	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	-	-	-	161,711	-	-	-	-	-
Other revenues	-	-	-	-	-	-	-	12,979	-	-
Total revenues	163,447	-	-	-	161,711	-	-	12,979	-	-
EXPENDITURES										
Current:										
General government	-	-	-	-	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-	-	-	-	-
Transportation	113,013	-	-	-	-	-	-	-	-	-
Capital outlay	-	28,191	7,212	47,268	197,818	-	2,126	55,107	45,099	14,010
Total expenditures	113,013	28,191	7,212	47,268	197,818	-	2,126	55,107	45,099	14,010
Excess (deficiency) of revenues over (under) expenditures	50,434	(28,191)	(7,212)	(47,268)	(36,107)	-	(2,126)	(42,128)	(45,099)	(14,010)
OTHER FINANCING SOURCES (USES)										
Transfers in	-	28,191	7,212	47,268	36,107	-	2,126	55,107	45,099	14,010
Transfers out	(92,583)	-	-	-	-	-	-	(12,979)	-	-
Total other financing sources (uses)	(92,583)	28,191	7,212	47,268	36,107	-	2,126	42,128	45,099	14,010
Net change in fund balances	(42,149)	-	-	-	-	-	-	-	-	-
Fund balances, beginning of year	345,655	-	-	-	-	4,082	-	-	-	-
Fund balances, end of year	\$ 303,506	\$ -	\$ -	\$ -	\$ -	\$ 4,082	\$ -	\$ -	\$ -	\$ -

Special Revenue											
Broadband	CDBG 97th Street	DEO Sewer to Shrimp Farm	USDA Comm, Facilities, Vehicles, & Equipment	PD/PW Building Hardening	Stormway Greenway	Special Projects	Community Redevelopment	State Street Reservoir	Rail Trail N. Broadway to State Park	Hurricane Ian	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163,447
-	-	-	48,200	194,000	-	-	-	-	-	15,521	419,432
-	-	-	-	-	-	14,018	33,894	-	-	-	60,891
-	-	-	48,200	194,000	-	14,018	33,894	-	-	15,521	643,770
-	-	-	-	-	-	-	20,975	-	-	-	20,975
-	-	-	-	-	-	73,100	-	-	-	15,521	88,621
-	-	-	-	-	-	-	499	-	-	-	113,512
65,364	136,712	51,082	48,200	176,550	16,520	-	-	30,443	44,914	-	966,616
65,364	136,712	51,082	48,200	176,550	16,520	73,100	21,474	30,443	44,914	15,521	1,189,724
(65,364)	(136,712)	(51,082)	-	17,450	(16,520)	(59,082)	12,420	(30,443)	(44,914)	-	(545,954)
65,364	136,712	51,082	-	-	16,520	-	48,977	30,443	44,914	-	629,132
-	-	-	-	(17,450)	-	-	-	-	-	-	(123,012)
65,364	136,712	51,082	-	(17,450)	16,520	-	48,977	30,443	44,914	-	506,120
-	-	-	-	-	-	(59,082)	61,397	-	-	-	(39,834)
-	-	-	-	-	-	85,776	133,085	-	-	-	568,598
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,694	\$ 194,482	\$ -	\$ -	\$ -	\$ 528,764

City of Fellsmere, Florida

**Schedule of Revenues, Expenditures and Changes in Fund Balances –
Budget and Actual for Community Redevelopment Agency
Florida Statutes Section 10.554(1)(i)6-8**

<i>Year Ended September 30, 2023</i>	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Other revenue	\$ 20,500	\$ 20,500	\$ 33,894	\$ 13,394
Total revenues	20,500	20,500	33,894	13,394
Expenditures				
Current:				
General government	48,000	48,000	20,975	27,025
Transportation	-	-	499	(499)
Total expenditures	48,000	48,000	21,474	26,526
Excess of revenues over expenditures	(27,500)	(27,500)	12,420	39,920
Other financing sources (uses)				
Transfers in	27,500	27,500	48,977	21,477
Transfers out	-	-	-	-
Total other financing sources (uses)	27,500	27,500	48,977	21,477
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	-	-	61,397	61,397
Fund balances (deficits), beginning of year	133,085	133,085	133,085	-
Fund balances (deficits), end of year	\$ 133,085	\$ 133,085	\$ 194,482	\$ 61,397



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Honorable Mayor and Members of the City Council
of the City of Fellsmere, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fellsmere, Florida (the "City"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 26, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as items 2023-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Fellsmere, Florida's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City of Fellsmere, Florida's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of Fellsmere, Florida's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City of Fellsmere, Florida's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Rigg & Ingram, L.L.C.

Melbourne, Florida
February 26, 2024



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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

The Honorable Mayor and Members of the City Council
of the City of Fellsmere, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Fellsmere, Florida's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City of Fellsmere, Florida's major federal programs for the year ended September 30, 2023. The City of Fellsmere, Florida's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Fellsmere, Florida complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Fellsmere, Florida and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of Fellsmere, Florida's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the

requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City of Fellsmere, Florida's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Fellsmere, Florida's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Fellsmere, Florida's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Fellsmere, Florida's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City of Fellsmere, Florida's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purposes of expressing an opinion on the effectiveness of the City of Fellsmere, Florida's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such

that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Carr, Rigg & Ingram, L.L.C.

Melbourne, Florida
February 26, 2024

City of Fellsmere, Florida
Schedule of Findings and Questioned Costs
Fiscal Year Ended September 30, 2023

SECTION I—SUMMARY OF AUDITORS’ RESULTS

Financial Statements

Type of auditors’ report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? X yes no
- Significant deficiency(es) identified? yes X none noted

Noncompliance material to financial statements noted? yes X no

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? yes X no
- Significant deficiency(es) identified? yes X none noted

Type of auditors’ report issued on compliance for major federal programs Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Part 200.516(a)? yes X none noted

Identification of major federal programs:

Federal ALN	Federal Program or Cluster
21.027	COVID-19 Coronavirus State and Local Fiscal Recovery Funds
20.205	Highway Planning and Construction Cluster

Dollar threshold used to distinguish between type A and B programs was \$750,000 for major federal programs.

Auditee qualified as a low-risk auditee for federal purposes? yes X no

City of Fellsmere, Florida
Schedule of Findings and Questioned Costs
Fiscal Year Ended September 30, 2023

SECTION II—FINANCIAL STATEMENT FINDINGS

2023-001

Condition: The final trial balance was not properly reviewed to ensure beginning balances agreed with the prior year audited balances, and that accounts balances appeared reasonable.

Criteria: The trial balance should reflect the correct beginning balances and activity during the current year under audit.

Cause: The final trial balance submitted for the current year audit was not properly reviewed to ensure accuracy. Some of the entries made during the prior year were not recorded, and some journal entries made during the current year were incorrect.

Potential Effect of Condition: Fund balance/ net assets did not roll from the prior year, current year lease activity was not recorded, in the water fund accounts receivable and accounts payable were overstated by \$144,132, and accounts receivable in the stormwater fund was overstated by \$48,412.

Recommendation: CRI recommends that the client perform a final review of the trial balance before submitting to the auditors to ensure accounts properly reflect the current year's activity and the beginning of the year roll forward balances agree with the prior year audited ending balances.

Management Response: During the Fiscal Year, the Finance department was preparing to transition to a new ERP Financial System and experienced employee turnover. Management believes this unique scenario caused a key disruption in the month-end close process. Going through the hiring process and adding implementation duties to an already short, staffed department resulted in an unfavorable year-end close. The Finance department was heavily involved in training other department users of the ERP System. It is expected that with the new ERP Financial System the month-end close process will be more efficient since multiple modules are now fully integrated resulting in less adjusting journal entries.

SECTION III—FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No findings.

SECTION IV- PRIOR FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

2022-001 CUTOFF	Status: Cleared
2022-002 SUSPENSION AND DEBARMENT	Status: Cleared

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City of Fellsmere, Florida
Schedule of Expenditures of Federal Awards
Fiscal Year Ended September 30, 2023

Federal Agency, Pass-through Entity, Federal Program	Assistance Listing	Contract/Grant Number	Expenditures	Transfers to Subrecipients
U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION				
Passed through Florida Department of Environmental Protection:				
Nonpoint Source Implementation Grant	66.460	NF068	\$ 161,711	\$ -
Passed through Florida Department of Environmental Protection:				
Capitalization Grants for Drinking Water State Revolving Funds	66.468	DW310310	550,892	-
Total Drinking Water State Revolving Fund Cluster			<u>550,892</u>	<u>-</u>
Total U.S. Department of Environmental Protection			<u>712,603</u>	<u>-</u>
U.S. DEPARTMENT OF AGRICULTURE				
Community Facilities Loans and Grants	10.766		48,200	-
Total U.S. Department of Housing & Urban Development			<u>48,200</u>	<u>-</u>
U.S. DEPARTMENT OF HOMELAND SECURITY				
Florida Department of Emergency Management				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036		15,521	-
Total U.S. Department of Homeland Security			<u>15,521</u>	<u>-</u>
U.S. DEPARTMENT OF TREASURY				
Direct Program:				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5082	302,849	-
Total U.S. Department of Treasury			<u>302,849</u>	<u>-</u>
U.S. DEPARTMENT OF TRANSPORTATION				
Passed through Florida Department of Transportation:				
Highway Planning and Construction	20.205	G-2723	506,383	-
Total Highway Planning & Construction Cluster			<u>506,383</u>	<u>-</u>
Total U.S. Department of Transportation			<u>506,383</u>	<u>-</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 1,585,556</u>	<u>\$ -</u>

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

NOTE A

The Schedule of Expenditures of Federal Awards is a summary of the activity of the City's Federal award programs presented on the accrual basis of accounting in accordance with generally accepted accounting principles.

NOTE B

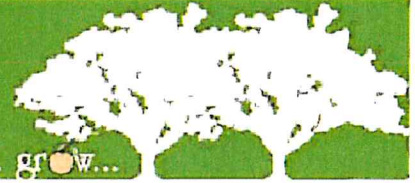
The Uniform Guidance allows a City to elect a 10% de minimis indirect cost rate. For the year ended September 30, 2023, the City elected not to use the rate.

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Joel Tyson, Mayor

Mark D. Mathes, City Manager

cultivate. nurture. grow...



Fellsmere

The responsible party is Claudia Alvarado, Finance Director. The findings will be corrected by October, 2024.

2023-001

Recommendation: CRI recommends that the client perform a final review of the trial balance before submitting to the auditors to ensure accounts properly reflect the current year's activity and the beginning of the year roll forward balances agree with the prior year audited ending balances.

Management Response: During the Fiscal Year, the Finance department was preparing to transition to a new ERP Financial System and experienced employee turnover. Management believes this unique scenario caused a key disruption in the month-end close process. Going through the hiring process and adding implementation duties to an already short, staffed department resulted in an unfavorable year-end close. The Finance department was heavily involved in training other department users of the ERP System. It is expected that with the new ERP Financial System the month-end close process will be more efficient since multiple modules are now fully integrated resulting in less adjusting journal entries.

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INDEPENDENT AUDITORS' MANAGEMENT LETTER

The Honorable Mayor and Members of the City Council
of the City of Fellsmere, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Fellsmere, Florida (the "City") as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated February 26, 2024.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance, Schedule of Findings and Questioned Costs, and Independent Accountants' Report on Compliance with Local Government Investment Policies on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 26, 2024 should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The status of each finding and recommendation made in the preceding annual financial audit report, is noted below:

2022 No.	Description	Status
2022-001	Grant Revenue Cutoff	Cleared
2022-002	Federal Award Suspension And Debarment	Cleared

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority of the City of Fellsmere, Florida as well as its blended component unit is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City of Fellsmere, Florida has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City of Fellsmere, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City of Fellsmere, Florida. It is management's responsibility to monitor the City of Fellsmere, Florida's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Information (Unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the City of Fellsmere Community Redevelopment Agency reported the schedule below. This information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the City of Fellsmere Community Redevelopment Agency reported:

- | | |
|---|--------------------|
| a. Total number of District employees compensated in the last pay period of the District's fiscal year | None |
| b. Total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year | None |
| c. All compensation earned by or awarded to employees, whether paid or accrued | None |
| d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued | None |
| e. Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin after October 1 of the fiscal year being reported, together with the expenditures of for such projects. | None |
| f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the CRA amends a final adopted budget under Section 189.016(6), Florida Statutes | See page 76 |

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the City of Fellsmere Community Redevelopment Agency reported:

- | | |
|---|---------------------|
| a. The millage rate or rates imposed by the District | 5.2210 mills |
| b. The total amount of ad valorem taxes collected by or on behalf of the District | \$232,646 |
| c. The total amount of outstanding bonds issued by the District and the terms of such bonds | None |

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, does not apply as the City of Fellsmere Community Redevelopment Agency did not impose any special assessments.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the members of the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Rigg & Ingram, L.L.C.

Melbourne, Florida

February 26, 2024



Carr, Riggs & Ingram, LLC
215 Baytree Drive
Melbourne, Florida 32940

321.255.0088
386.336.4189 (fax)
CRLcpa.com

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH LOCAL GOVERNMENT INVESTMENT POLICIES

The Honorable Mayor and Members of the City Council
Of the City of Fellsmere, Florida

We have examined the City of Fellsmere, Florida's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2023. Management of the City of Fellsmere, Florida is responsible for the City of Fellsmere, Florida's compliance with the specified requirements. Our responsibility is to express an opinion on the City of Fellsmere, Florida's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City of Fellsmere, Florida complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City of Fellsmere, Florida complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

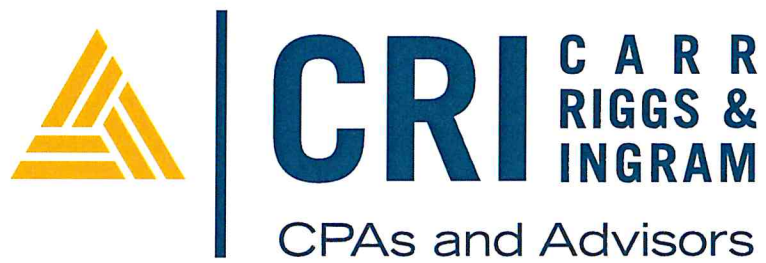
We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City of Fellsmere, Florida's compliance with specified requirements.

In our opinion, the City of Fellsmere, Florida complied with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2023, in all material respects.

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida
February 26, 2024



Required Communications
September 2023



Carr, Riggs & Ingram, LLC
215 Baytree Drive
Melbourne, Florida 32940

321.255.0088
386.336.4189 (fax)
CRlcpa.com

February 26, 2024

Honorable Mayor and Members of the City Council
City of Fellsmere, Florida

We are pleased to present the results of our audit of the financial statements of the governmental activities, the business-type activities, each major fund, respective budgetary comparison for the General Fund and the major special revenue funds and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Fellsmere (the "City") for the year ended September 30, 2023.

This report to the Mayor and the City Council summarizes our audit, the reports issued and various analyses and observations related to the City's accounting and reporting. The document also contains the communications required by our professional standards.

Our audit was designed, primarily, to express an opinion on the City's basic financial statements for the year ended September 30, 2023. We considered the City's current and emerging needs, along with an assessment of risks that could materially affect the financial statements, and aligned our audit procedures accordingly. We conducted the audit with the objectivity and independence that you, the Mayor and City Council, expect. We received the full support and assistance of City personnel.

At Carr, Riggs & Ingram, LLC (CRI), we are continually evaluating the quality of our professionals' work in order to deliver audit services of the highest quality that will meet or exceed your expectations. We encourage you to provide any feedback you believe is appropriate to ensure that we do not overlook a single detail as it relates to the quality of our services.

This report is intended solely for the information and use of the Mayor, City Council and Management and should not be used by anyone other than these specified parties.

We appreciate this opportunity to work with you. If you have any questions or comments, please contact me at 321.255.0088 or cnollrhan@cricpa.com.

Very truly yours,

Christine E. Noll-Rhan, CPA
Partner
Carr, Riggs & Ingram, LLC



As discussed with management during our planning process and communicated to the City Council in our engagement letter to you dated July 26, 2023, our audit plan represented an approach responsive to the assessment of risk for the City. Specifically, we planned and performed our audit to:

- Perform audit services, as required by Section 218.39 of the Florida Statutes, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, with Chapter 10.550 of the Rules of the Auditor General, in order to express an opinion on the City's financial statements for the year ended September 30, 2023;
- Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*; and Uniform Guidance 2 CFR Part 200 in order to express an opinion on compliance with requirements applicable to each major federal program;
- Report on internal control over compliance with the types of compliance requirements described in Uniform Guidance 2 CFR Part 200 and the OMB Compliance Supplement;
- Communicate directly with the Mayor, City Council and management regarding the results of our procedures;
- Address with the Mayor, City Council and management any accounting and financial reporting issues;
- Anticipate and respond to concerns of the Mayor, City Council and management; and
- Other audit-related projects as they arise and upon request.

Required Communications



We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fellsmere, Florida for the year ended September 30, 2023, and have issued our report thereon dated February 26, 2024. Professional standards also require that we communicate to you the following information related to our audit:

MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Auditors' responsibility under Generally Accepted Auditing Standards, <i>Government Auditing Standards</i> and Chapter 10.550, Rules of the Florida Auditor General	<p>As stated in our engagement letter dated July 26, 2023, our responsibility, as described by professional standards, is to express an opinion about whether the basic financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (GAAP), <i>Government Auditing Standards</i> and to report on the fairness of supplementary information as described in the engagement letter when considered in relation to the financial statements as a whole. Our audit of the financial statements does not relieve you or management of your responsibilities.</p> <p>As part of our audit, we considered the internal control and compliance with laws, regulations, contracts and grants of the City. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control and compliance with laws, regulations, contracts and grants.</p>
Client's responsibility	<p>Management, with oversight from those charged with governance, is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the applicable framework. Management is responsible for the design and implementation of programs and controls to prevent and detect fraud.</p> <p>Management is responsible for overseeing nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.</p>
Planned scope and timing of the audit	<p>Our initial audit plan was not significantly altered during our fieldwork.</p>



MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<p>Management judgments and accounting estimates <i>The process used by management in forming particularly sensitive accounting estimates and the basis for the auditors' conclusion regarding the reasonableness of those estimates.</i></p>	<p>Please see the following section titled "<i>Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality.</i>"</p>
<p>Potential effect on the financial statements of any significant risks and exposures <i>Major risks and exposures facing the City and how they are disclosed.</i></p>	<p>No such risks or exposures were noted.</p>
<p>Significant accounting policies, including critical accounting policies and alternative treatments within generally accepted accounting principles and the auditors' judgment about the quality of accounting principles</p> <ul style="list-style-type: none"> <i>The initial selection of and changes in significant accounting policies or their application; methods used to account for significant unusual transactions; and effect of significant policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</i> <i>The auditor should also discuss the auditors' judgment about the quality, not just the acceptability, of the City's accounting policies as applied in its financial reporting. The discussion should include such matters as consistency of accounting policies and their application, and clarity and completeness of the financial statements, including disclosures.</i> <i>Critical accounting policies and practices applied by the City in its financial statements and our assessment of management's disclosures regarding such policies and practices (including any significant modifications to such disclosures proposed by us but rejected by management), the reasons why certain policies and practices are or are not considered critical, and how current and anticipated future events impact those determinations;</i> 	<p>Significant accounting policies are described in Note 1 to the financial statements.</p> <p>New accounting policies were adopted during the fiscal year as a result of the following recently issued accounting pronouncement:</p> <ul style="list-style-type: none"> <i>Statement No. 96, Subscription-Based Information Technology Arrangements (GASB 96)</i> <p>The adoption of GASB Statement No. 96 had no impact on the financial statements.</p> <p>We noted no transactions entered into by the City during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.</p> <p>Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:</p> <p>The disclosures of Long-Term Liabilities in Note 2F to the financial statements outline the City's outstanding debt and its ability to repay the debt as it becomes due.</p> <p>Further, the disclosures in the City's financial statements are neutral, consistent, and clear.</p>



MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<ul style="list-style-type: none"> • <i>Alternative treatments within GAAP for accounting policies and practices related to material items, including recognition, measurement, presentation and disclosure alternatives, that have been discussed with client management during the current audit period, the ramifications of the use of such alternative disclosures and treatments, and the treatment preferred by the auditor;</i> • <i>Furthermore, if the accounting policy selected by management is not the policy preferred by us, discuss the reasons why management selected that policy, the policy preferred by us, and the reason we preferred the other policy.</i> 	
<p>Significant difficulties encountered in the audit <i>Any significant difficulties, for example, unreasonable logistical constraints or lack of cooperation by management.</i></p>	<p>We encountered no significant difficulties in dealing with management in performing and completing our audit.</p>
<p>Disagreements with management <i>Disagreements, whether or not subsequently resolved, about matters significant to the financial statements or auditors' report. This does not include those that came about based on incomplete facts or preliminary information.</i></p>	<p>We are pleased to report that no such disagreements arose during the course of our audit.</p>
<p>Other findings or issues <i>Matters significant to oversight of the financial reporting practices by those charged with governance. For example, an entity's failure to obtain the necessary type of audit, such as one under Government Auditing Standards, in addition to GAAS.</i></p>	<p>Refer to the "Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards", and the "Schedule of Findings and Questioned Costs". Comments included in the financial report package.</p>
<p>Matters arising from the audit that were discussed with, or the subject of correspondence with, management <i>Business conditions that might affect risk or discussions regarding accounting practices or application of auditing standards.</i></p>	<p>None noted.</p>
<p>Corrected and uncorrected misstatements <i>All significant audit adjustments arising from the audit, whether or not recorded by the City,</i></p>	<p>See "Summary of Audit Adjustments" section.</p>



MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
<i>that could individually or in the aggregate have a significant effect on the financial statements. We should also inform the Mayor and City Council about uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented, that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Any internal control deficiencies that could have prevented the misstatements.</i>	
Major issues discussed with management prior to retention <i>Any major accounting, auditing or reporting issues discussed with management in connection with our initial or recurring retention.</i>	Discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.
Consultations with other accountants <i>When management has consulted with other accountants about significant accounting or auditing matters.</i>	To our knowledge, there were no such consultations with other accountants.
Written representations <i>A description of the written representations the auditor requested (or a copy of the representation letter).</i>	See "Draft Management Representation Letter" section.
Internal control deficiencies <i>Any significant deficiencies or material weaknesses in the design or operation of internal control that came to the auditors' attention during the audit.</i>	Refer to the "Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards", and the "Schedule of Findings and Questioned Costs". Comments included in the financial report package.
Fraud and illegal acts <i>Fraud involving senior management or those responsible for internal controls, or causing a material misstatement of the financial statements, where the auditor determines there is evidence that such fraud may exist. Any illegal acts coming to the auditors' attention involving senior management and any other illegal acts, unless clearly inconsequential.</i>	We are unaware of any fraud or illegal acts involving management or causing material misstatement of the financial statements.



MATTER TO BE COMMUNICATED	AUDITORS' RESPONSE
Other information in documents containing audited financial statements <i>The external auditors' responsibility for information in a document containing audited financial statements, as well as any procedures performed and the results.</i>	<p>Our responsibility related to documents (including annual reports, websites, etc.) containing the financial statements is to read the other information to consider whether:</p> <ul style="list-style-type: none"> • Such information is materially inconsistent with the financial statements; and • We believe such information represents a material misstatement of fact. <p>We have not been provided any such items to date and are unaware of any other documents that contain the audited financial statements.</p>
Significant unusual accounting transactions <i>Auditor communication with governance to include auditors' views on policies and practices management used, as well as the auditors' understanding of the business purpose.</i>	<p>No significant unusual accounting transactions were noted during the year.</p>
Required Supplementary Information <i>The auditors' responsibility for required supplementary information accompanying the financial statements, as well as any procedures performed and the results.</i>	<p>We applied certain limited procedures to the required supplementary information (RSI) that supplements the financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.</p>
Supplementary Information in relation to the financial statements as a whole <i>The auditors' responsibility for supplementary information accompanying the financial statements, as well as any procedures performed and the results.</i>	<p>We made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.</p>
Other information accompanying the financial statements <i>The auditors' responsibility for the other information accompanying the financial statements.</i>	<p>We were not engaged to report on the other information, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.</p>

Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality



We are required to communicate our judgments about the quality, not just the acceptability, of the City's accounting principles as applied in its financial reporting. We are also required to communicate critical accounting policies and sensitive accounting estimates. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The Mayor, City Council, and management may wish to monitor throughout the year the process used to compute and record these accounting estimates. The table below summarizes our communications regarding these matters.

AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATE	AUDITORS' COCLUSIONS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Depreciation of Capital Assets	<p>Based on the audit procedures we performed with respect to the City's capital assets, we noted that the City estimates the useful lives of capital assets in accordance with all applicable standards and guidelines of GASB.</p> <p>The City follows the provisions of Section 1400: <i>Reporting Capital Assets</i>, of the GASB Codification when reporting depreciation of its capital assets.</p>	X	Management's estimate of the useful lives of capital assets is based on the historical lives of similar assets and market prices.	We evaluated the key factors and assumptions used to develop the estimated useful lives in determining that they are reasonable in relation to the financial statements taken as a whole.
Compensated Absences	<p>Liabilities for compensated absences attributable to services already rendered are accrued as employees earn the rights to those benefits.</p> <p>The City follows the provisions of Section C60: <i>Compensated Absences</i>, of the GASB Codification when reporting these liabilities.</p>	X	The City estimates the accrued liabilities for compensated absences using leave balances accrued at the end of the fiscal year multiplied by the pay rate in effect for each employee as of the end of the fiscal year.	We evaluated the key factors and assumptions in determining they are reasonable in relation to the financial statements taken as a whole.

Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality



AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATE	AUDITORS' CONCLUSIONS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Amortization of right-to-use assets, determination of discount rate for lease liability and fair value of underlying asset.	The City amortizes right-to-use assets using the straight line method and has utilized the incremental borrowing rate to determine the lease liability and the fair value of the underlying assets.	X	The City amortizes right-to-use assets over the shorter period of the lease term or the useful life of the asset which is based on the experience with similar assets and guidance provided by GASB Statement No. 87, Leases. Similarly, using past experience with similar assets and the guidance provided by GASB Statement No. 87, Leases, the District has utilized the incremental borrowing rate to determine the measurement of the lease liability, interest payments and fair value of the underlying asset.	We evaluated the key factors and assumptions used to develop the estimated useful lives, discount rate and fair value of assets in determining that they are reasonable in relation to the financial statements taken as a whole.

Accounting Policies, Judgments and Sensitive Estimates & CRI Comments on Quality



AREA	ACCOUNTING POLICY	CRITICAL POLICY?	JUDGMENTS & SENSITIVE ESTIMATE	AUDITORS' CONCLUSIONS ON QUALITY OF ACCOUNTING POLICY & APPLICATION
Lease receivables	<p>Lease receivables are initially measure at the net present value of lease payments expected to be received during the lease term, reduced by any provision for estimated uncollectible amounts.</p> <p>The City follows the provisions of Section L20: <i>Leases</i>, of the GASB Codification when reporting the net present value of leases.</p>	X	Management's estimate of the lease receivables are based on the net present value calculated based on the lease terms.	We evaluated the key factors and assumptions used to develop the estimated net present values in determining that they are reasonable in relation to the financial statements taken as a whole.
Investments	<p>Expect as noted below, the City reports their investments at fair value. Money market investments and certain interest-earning investment contracts with remaining maturity of one-year or less at the date of purchase may be reported at amortized cost. Investments in certain external pools are measured at amortized cost and are reported by the City at the net asset value per share as provided by the pool sponsor. Real estate investments are reported at net asset value.</p> <p>The City follows the provisions of Section I50: <i>Investments</i>, of the GASB Codification when reporting investments.</p>	X	The City relies on investment valuation information from the information from investment pool sponsors based on financial market information.	We evaluated the key factors and assumptions used to develop the fair value of pooled shares in determining that they are reasonable in relation to the financial statements taken as a whole.

Summary of Audit Adjustments



During the course of our audit, we accumulate differences between amounts recorded by the City and amounts we believe are required to be recorded under GAAP reporting guidelines. Those adjustments are either recorded (corrected) by the City or passed (uncorrected). Uncorrected misstatements or other matters underlying them could potentially cause future period financial statements to be materially misstated, even if, in the auditors' judgement, such uncorrected misstatements are immaterial to the financial statements under audit.

The following adjustments were corrected by the City:

Adjusting Journal Entries JE # 11			
PY adjustment for debt to tie. Was not recorded in the prior year			
101-00-00-203900	DEBT REFUNDING	\$ 5,391.00	\$
401-00-00-232901	2022 REV BOND PAYABLE	4,893.00	
101-00-00-281101	FUND BALANCE - RESTRICTED		5,391.00
401-00-00-276000	NET ASSETS, UNRESTRICTED		4,893.00
Total		\$ 10,284.00	\$ 10,284.00

Adjusting Journal Entries JE # 12			
PY entry to record lease for I-95 cell tower. Was not recorded in the prior year.			
001-00-00-223001	DEFERRED REVENUE/RENT & ROYALTIES	\$ 28,996.00	\$
001-00-00-271001	FUND BALANCE/UNRESERVED	29,945.00	
CRI 001-00-00-115200	Lease receivable - I-95 cell tower lease	268,215.00	
001-00-00-223001	DEFERRED REVENUE/RENT & ROYALTIES		268,215.00
001-00-00-271001	FUND BALANCE/UNRESERVED		7,583.00
001-00-00-271001	FUND BALANCE/UNRESERVED		28,996.00
CRI 001-00-00-115200	Lease receivable - I-95 cell tower lease		22,362.00
Total		\$ 327,156.00	\$ 327,156.00

Adjusting Journal Entries JE # 40			
to fix AR and AP that were incorrectly grossed up			
401-00-00-202000	ACCOUNTS PAYABLE	\$ 144,132.00	\$
401-00-00-115100	ACCOUNTS RECEIVABLE		144,132.00
Total		\$ 144,132.00	\$ 144,132.00

Adjusting Journal Entries JE # 49			
To record current year lease revenue and lease interest income for I-95 cell tower			
001-00-00-223001	DEFERRED REVENUE/RENT & ROYALTIES	\$ 28,996.00	\$
001-00-00-362000	RENTS AND ROYALTIES	31,990.00	
CRI 001-00-00-115200	Lease receivable - I-95 cell tower lease		24,425.00
CRI 001-00-00-361800	Lease interest income - I-95 Cell Tower		7,565.00
CRI 001-00-00-362100	Lease revenue - I-95 Cell Tower		28,996.00
Total		\$ 60,986.00	\$ 60,986.00

Adjusting Journal Entries JE # 50			
To record deferred inflows, lease revenue and lease interest income for iThink Building lease			
001-00-00-223001	DEFERRED REVENUE/RENT & ROYALTIES	\$ 5,882.00	\$
001-00-00-362000	RENTS AND ROYALTIES	6,180.00	
CRI 001-00-00-115300	Lease receivable - iThink building lease		5,481.00
CRI 001-00-00-361900	Lease interest income - iThink Bank Building		699.00
CRI 001-00-00-362200	Lease revenue - iThink Bank building		5,882.00
Total		\$ 12,062.00	\$ 12,062.00

Summary of Audit Adjustments



Adjusting Journal Entries JE # 51				
entry to correct AR for stormwater				
401-00-00-115401	A/R WATER	\$	39,517.00	\$
401-01-00-115402	A/R WASTEWATER		6,267.00	
404-00-00-329200	STORMWATER UTILITY FEE		22,673.00	
404-00-00-538913	TSF TO GEN FUND (GRANT ADM CHG)		25,739.00	
401-00-00-343300	- WATER UTILITY REVENUE			13,778.00
401-01-00-343500	WASTEWATER UTILITY REVENUE			6,267.00
404-00-00-115404	A/R STORMWATER			48,412.00
CRI-401-00-00-381000	transfer in			25,739.00
Total		\$	94,196.00	\$ 94,196.00

The City did not pass on any adjustments.

QUALITATIVE MATERIALITY CONSIDERATIONS

In evaluating the materiality of audit differences when they do arise, we consider both qualitative and qualitative factors, for example:

- Whether the difference arises from an item capable of precise measurement or whether it arises from an estimate, and, if so, the degree of imprecision inherent in the estimate.
- Whether the difference masks a change in earnings or other trends.
- Whether the difference changes a net decrease in assets to addition, or vice versa.
- Whether the difference concerns an area of the City's operating environment that has been identified as playing a significant role in the City's operations or viability.
- Whether the difference affects compliance with regulatory requirements.
- Whether the difference has an effect on increasing management's compensation – for example, by satisfying requirements for the award of bonuses or other forms of incentive compensation.
- Whether the difference involves concealment of an unlawful transaction.



February 26, 2024

Carr, Riggs & Ingram, LLC
215 Baytree Drive
Melbourne, Florida 32940

This representation letter is provided in connection with your audit of the financial statements of the City of Fellsmere, Florida (the "City"), which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows, and the respective budgetary comparison for the General Fund and the major special revenue funds for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of February 26, 2024, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 26, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with U.S. GAAP.
- 6) There are no related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts



receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) We are in agreement with the adjustments you proposed, and have recorded them.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the City and involves—
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the names of the City's related parties and all the related party relationships and transactions, including any side agreements.



Government-specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have taken timely and appropriate steps to remedy identified and suspected fraud or noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.
- 21) We have a process to track the status of audit findings and recommendations.
- 22) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- 23) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 24) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 25) The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 26) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 27) We have appropriately disclosed all information for conduit debt obligations in accordance with GASBS No. 91.
- 28) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 29) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 30) As part of your audit, you assisted with preparation of the financial statements and disclosures, schedule of expenditures of federal awards, data collection form, and any other nonaudit services. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, Putnam Moreman, Director of Finance and Accounting, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures and schedule of expenditures of federal awards, the data collection form, and any other nonaudit services.
- 31) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

Draft Management Representation Letter



- 32) The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 33) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 34) The financial statements include all fiduciary activities required by GASBS No. 84 , as amended.
- 35) The financial statements properly classify all funds and activities in accordance with GASBS No. 34 , as amended.
- 36) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 37) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 38) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 39) Provisions for uncollectible receivables have been properly identified and recorded.
- 40) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 41) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 42) Interfund, and internal, activity and balances have been appropriately classified and reported.
- 43) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 44) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 45) We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 46) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 47) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.



48) With respect to the combining and individual non-major fund financial statements:

- a) We acknowledge our responsibility for presenting the combining, and individual non-major fund financial statements in accordance with accounting principles generally accepted in the United States of America, and we believe the combining financial statements, including its form and content, are fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the combining and individual non-major fund financial statements have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- b) If the combining and non-major fund financial statements are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

49) With respect to federal award programs:

- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
- b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
- c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
- d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f) We are responsible for establishing, designing, implementing, and maintaining, and have established, designed, implemented, and maintained, effective internal control over

Draft Management Representation Letter



compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

- g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement* relating to federal awards, and there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.

Draft Management Representation Letter



- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have charged costs to federal awards in accordance with applicable cost principles.
- u) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- v) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- x) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Compliance with Florida Statute 218.415

47) The City is in compliance with Florida Statute 218.415, *Local Government Investment Policies*, in all respects.

48) We are responsible for complying with Florida Statute 218.415, *Local Government Investment Policies*, and for our assertion about such compliance

49) We are responsible for establishing and maintaining effective internal control over compliance.

50) We have performed an evaluation of the City's compliance with Florida Statute 218.415, *Local Government Investment Policies*.

51) All relevant matters are reflected in the evaluation of the City's compliance with the specified requirements.

52) We are responsible for selecting the specified requirements and for determining that the specified requirements are suitable, will be available to intended users, and are appropriate for the purpose of the engagement.

53) We have disclosed to you all deficiencies in internal control relevant to compliance with the specified requirements of which we are aware, if any.

54) We have disclosed knowledge of any actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting the City's compliance with the specified requirements.

55) We have disclosed any known events subsequent to the period of the City's compliance with the specified requirements that would have a material effect on its compliance with the specified requirements or its assertion about such compliance.

56) We believe that significant assumptions used in making any material estimates are reasonable.

57) We have disclosed to you that there is no noncompliance with Florida Statute 218.415, *Local Government Investment Policies*, including noncompliance occurring after September 30, 2023.

Draft Management Representation Letter



58) As agreed upon in the terms of our agreement, we have provided you with all relevant information and access to information and personnel in connection with your examination of compliance with Florida Statute 218.415, *Local Government Investment Policies*.

59) We have disclosed to you all known matters that may contradict the City's compliance with the specified requirements during or subsequent to the period covered by your report, and we have disclosed to you all communications from regulatory agencies, internal auditors, other independent accountants or consultants, and others regarding possible noncompliance with Florida Statute 218.415, *Local Government Investment Policies*, including communications received between September 30, 2023 and the date of this letter.

60) We have responded fully to all inquiries made to us by you during the engagement.

Signature: _____

Signature: _____

Title: City Manager

Title: Director of Finance and Accounting

City of Fellsmere City Council
Agenda Request Form

Meeting Date: March 7, 2024

Agenda Item No. 8(a)

- | | |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> Ordinance on Second Reading
<input checked="" type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Public Hearing for Comprehensive Plan Text and Future Land Use Amendment for Fellsmere 392 (Fellsmere Preserve).

RECOMMENDED MOTION/ACTION: Conduct set second reading and first public hearing and direct transmittal to the State of Florida

Approved by City Manager *Maunoma* **Date:** 2-28-24

Originating Department:	Costs: Funding Source: Acct. #	Attachments: Ordinance 2024-14.
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

Developers of a 392-acre parcel on the north side of CR512 east Interstate 95 (I95) are requesting a future land use and text amendment to the Comprehensive Plan. The future land use amendment is to adjust the line between REAC and LDMXN future land use designations on the property to align the proposed parcel lines of the commercial plat. The text amendment adjusts certain of their site specific policies. The Applicant is also requesting an amendment to the Annexation Agreement for the same reasons. The Annexation Agreement amendment will be under a separate item after the Comprehensive Plan amendment is approved by the State.

Pursuant to our land development code, the zoning will be Planned Development District given the size of the parcel. The Planned Development will be under a separate item after the Comprehensive Plan amendment is approved by the State.

Planning & Zoning is scheduled to conduct their Public Hearing on March 6th. Staff will report the PZ action at the City Council meeting.

**ORDINANCE
NO. 2024-14**

AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN AMENDING CHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP, OBJECTIVE FLUE B-4 FELLSMERE 392 AND AMENDING THE COMPREHENSIVE FUTURE LAND USE MAPS TO CHANGE THE LAND USE CLASSIFICATION FROM REGIONAL EMPLOYMENT ACTIVITY CENTER (REAC) TO LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) FOR 2.68 ACRES, MORE OR LESS; LOCATED IMMEDIATELY EAST OF INTERSTATE 95 AND NORTH OF COUNTY ROAD 512 WITHIN THE DEVELOPMENT KNOWN AS “FELLSMERE PRESERVE”; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AMENDMENT; MAP DESIGNATION; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 163 and 166, Florida Statutes, provides authority for the City of Fellsmere to prepare and enforce Comprehensive Plans for the development of the City; and

WHEREAS, Section 163.3161 et. seq. Florida Statutes (2023), established the Community Planning Act, which mandates the preparation of comprehensive plans and unified land development regulations for all units of local government; and

WHEREAS, the Florida Legislature has reconfirmed that Sections 163.3161 through 163.3217, Florida Statutes (2023), provides the necessary statutory direction and basis for city officials to carry out their comprehensive planning and land development regulations powers, duties and responsibilities; and

WHEREAS, the Comprehensive Plan has been found to be in compliance by the Department of Economic Opportunity; and

WHEREAS, Sections 163.3184 and 163.3187 Florida Statutes (2023), provide authority to adopt this Ordinance amending the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission acting as the Local Planning Agency has reviewed the proposed changes to the Comprehensive Plan and held an advertised public hearing on _____, 2024 and recommended to the City Council the adoption of the amendments to the Comprehensive Plan; and

WHEREAS, based upon public hearings and due consideration, the City Council believes that the health, safety, welfare, environmental and general conditions of the citizens of the City are furthered by the amendments to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RATIFICATION. The above recitals are hereby ratified, adopted and incorporated herein as legislative findings of the City Council.

SECTION 2. AUTHORITY. This Ordinance is being adopted pursuant to Article VIII, Section 2, Constitution of the State of Florida; Chapter 166, Part I, Florida Statutes (2023), and Chapter 163, Part II, Florida Statutes (2023).

SECTION 3. COMPREHENSIVE PLAN TEXT AMENDMENT. The Comprehensive Plan Chapter 1. Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere 392 to read as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

SECTION 4. MAP DESIGNATION. Subject to the conditions set forth in Chapter 1 Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere Preserve, LLC the Comprehensive Plan Future Land Use Maps shall be amended to include the following described land and designate the same in accordance with the requirements of Florida Law as follows:

LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN)

Legal Description and Sketch.

See Exhibit "B" attached hereto and by this reference made a part hereof.

SECTION 5. TRANSMITTAL PHASE. The Comprehensive Plan amendment to Chapter 1. Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere 392 as set forth in Exhibit "A" and amendment to the Future Land Use Maps as set forth in Exhibit "B" are approved for transmittal to the review agencies and the State Land Planning Agency (Florida Department of Commerce) as provided in Section 163.3184 Florida Statutes 2023, within ten (10) working days after the initial public hearing.

SECTION 6. ADOPTION PHASE. The State land planning agency (Florida Department of Commerce) and reviewing agencies have reviewed the amendments as contained herein and had no comments related to important state resources and facilities that would be adversely affected by the amendments. Therefore, the text amendment to Chapter 1. Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere 392 as set forth in Exhibit "A" and the Future Land Use Map amendment as set forth in Exhibit "B" are adopted as of the effective date of this Ordinance.

SECTION 7. TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS. The City Manager is directed to transmit a certified copy of this Ordinance and the Comprehensive Plan amendments and appropriate supporting data and analyses to reviewing agencies designated under Section 163.3184 (3) Florida Statutes 2023 within ten (10)

working days after the initial public hearing and proceed in accordance with the provisions of Chapter 163, Part II, Florida Statutes 2023. The adopted Comprehensive Plan amendments, along with all supporting data and analysis shall be transmitted within ten (10) working days after the second public hearing to the State land planning agency (Florida Department of Commerce) and any other agency or government that provided timely comments. See Section 163.3184(3) (b) 1 and (c) 2, Florida Statutes (2023).

SECTION 8. COMPILATION. The provisions of this Ordinance may be incorporated into the City of Fellsmere, Florida Comprehensive Plan and the word “ordinance” may be changed to “section”, “article”, “chapter”, or other appropriate word, and the sections of this Ordinance may be re-titled, re-numbered or re-lettered, to accomplish such condition.

SECTION 9. SEVERABILITY. If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

SECTION 10. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

SECTION 11. EFFECTIVE DATE. As set forth in Section 163.3184 Florida Statutes 2023, the effective date of this Comprehensive Plan amendment, if the amendment is not timely challenged, shall be as set forth in the Notice of Intent issued by the Florida Department of Commerce notifying the City that the Comprehensive Plan amendment is complete. If timely challenged, this amendment shall become effective on the date the Florida Department of Commerce, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSAGE UPON FIRST READING

The foregoing Ordinance was moved for passage upon first reading this ____ day of _____, 2024 by Council Member _____. The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor Joel Tyson	_____
Council Member Fernando R. Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

ATTEST:

Maria Suarez-Sanchez, City Clerk

ADOPTION

The foregoing Ordinance was moved for adoption by Council Member _____ . The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor Joel Tyson	_____
Council Member Fernando R. Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this _____ day of _____, 2024.

CITY OF FELLSMERE, FLORIDA

Joel Tyson, Mayor

ATTEST:

Maria Suarez-Sanchez, CMC, City Clerk

I HEREBY CERTIFY that Notice of the public hearings on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the ____ day of _____, 2024, and the first reading was held on the ____ day of _____, 2024, and that the first public hearing was held on the ____ day of _____, 2024, and that the second and final reading and public hearing was held on the ____ day of _____, 2024.

Maria Suarez-Sanchez, City Clerk

EXHIBIT "A"
TO
ORDINANCE NO. 2024-14

Comprehensive Plan Text Amendment

12.18.22

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**OBJECTIVE FLUE B-4, FELLSMERE PRESERVE, LLC
ORDINANCE NO. 07-07, (AMENDED BY
ORDINANCE NO. 2024-01, ADOPTED ON
_____, 2024)**

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The amendment to the Comprehensive Plan Future Land Use Maps as requested by Fellsmere 892 Preserve LLC is subject to compliance with the following conditions and requirements, which shall run with the land.

1. The density of the residential development on the above-described land shall not exceed 1.857 dwelling units per acre and such development shall be limited to the lands designated as Low Density Mixed Use Neighborhood (LOMXN) on the Future Land Use maps. All density may be transferred from lands placed in conservation easements in support of St. Johns River Water Management district permitting to other LOMXN portions of the site described in Exhibit "A" attached hereto. The commercial activity shall be limited to the land described in Exhibit "C" attached hereto.

2. Upon receipt of all environmental permits from the St. John's River Water Management District, Corps of Engineers, Fish and Wildlife Commission, and Department of Environmental Protection, the lands determined by those agencies to be under jurisdictional governance shall automatically be placed under a conservation easement as defined within the City's Comprehensive Plan.

3. A 100-foot buffer shall separate the Indian River County Gun Range from any publicly used or accessible areas and be no less than 1000' from any habitable structure.

4. Existing vegetation shall be left to provide a natural noise buffer between the project and gun range.

5. Enhanced buffers shall be used when placing development near the Indian River County Industrial lands to the East, which may include additional space or additional vegetative materials. This shall be at the discretion of the City when reviewing development plans based upon the topography and other environmental features.

6. ~~The development will incorporate Green Building (LEED) buildings and site standards. The developer will, to the extent feasible and as determined by the developer, incorporate Green Building (LEED) buildings and site standards. However, the incorporation of Green Building (LEED) buildings and Site Standards shall not be a requirement of the development, to the extent feasible.~~

7. The owner/developer shall demonstrate prior to site plan approval that all concurrency provisions have been addressed or met including but not limited to: sanitary sewer, solid waste, drainage, potable water, parks and recreation, and transportation facilities, including mass transit, where applicable.

12.18.22

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8. The development shall work with Indian River County and the City to provide a location for a transit stop; shall include internal pedestrian and bicycle paths; and provide connectivity between the residential and commercial portions of the development.

9. To the extent approved by the State, the development shall be accessible to the St. Sebastian River Preserve State Park.

10. The City and the owner/developer will work closely with the County's Economic Development personnel to recruit commercial or other development desired by Indian River County.

11. Architectural and site design standards shall provide for a uniform theme or character of the development, with a mix of styles and range of prices to assure access by various income groups.

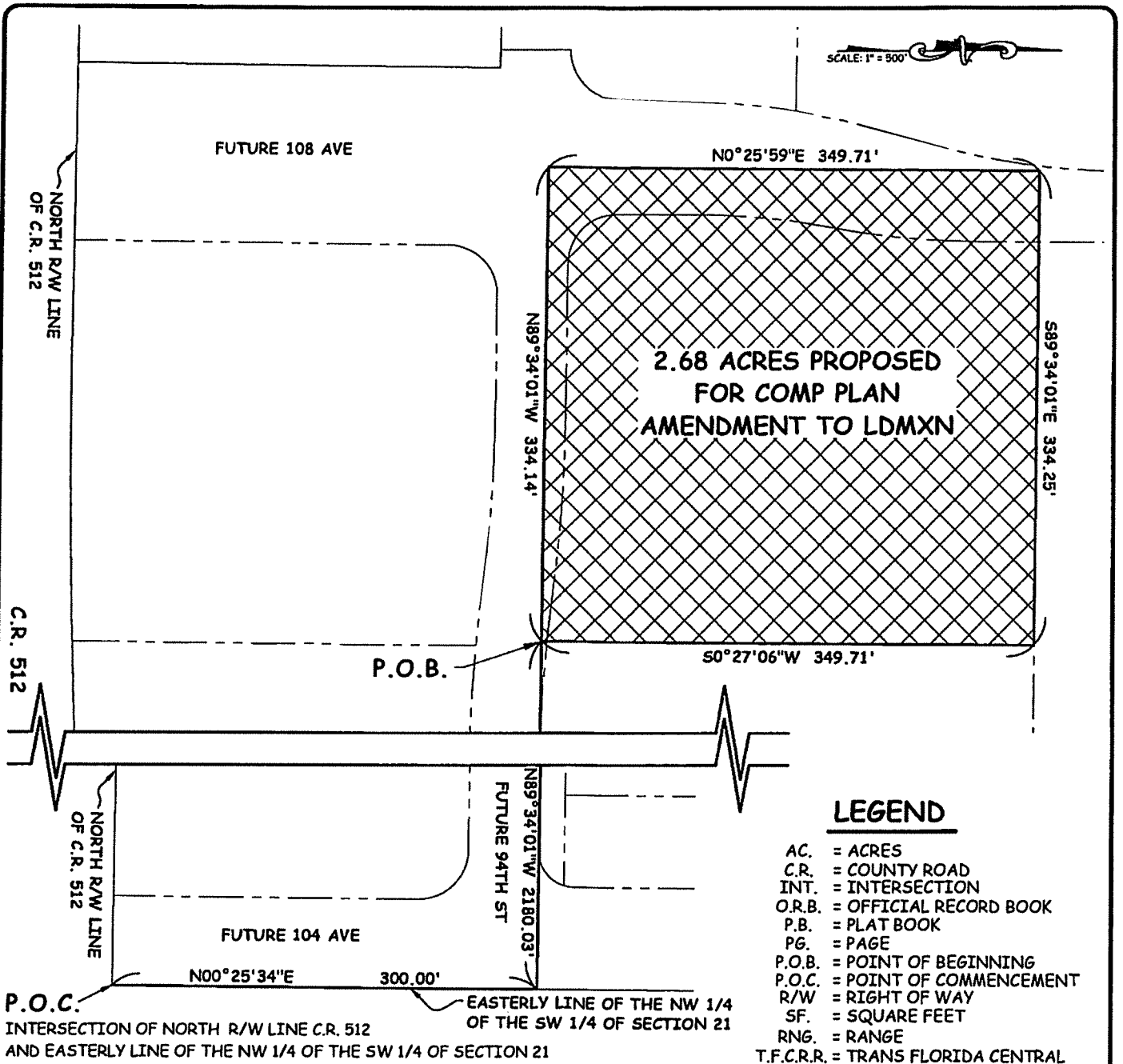
12. Deed restrictions shall include disclosure of the St. Sebastian River Preserve State Park's conduct of proscribed burns and the existence of the gun range to the East.

Commented [MF1]: Discuss with Mark.

EXHIBIT "B"
TO
ORDINANCE NO. 2024-14

Comprehensive Plan Future Land Use Maps Amendment

SCALE: 1" = 300'



LEGEND

AC. = ACRES
 C.R. = COUNTY ROAD
 INT. = INTERSECTION
 O.R.B. = OFFICIAL RECORD BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R/W = RIGHT OF WAY
 SF. = SQUARE FEET
 RNG. = RANGE
 T.F.C.R.R. = TRANS FLORIDA CENTRAL RAILROAD
 TWP. = TOWNSHIP

SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 512 BEARING N 89°34'01" W.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOT VALID WITHOUT PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY.

REFER TO THE BOUNDARY SURVEY PERFORMED BY KMA ENGINEERING & SURVEYING, LLC, DATED 7/12/23, PROJECT # 20-1021.

EXHIBIT "B"
 PAGE 2 OF 2

WILLIAM HAYHURST
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA # 4416

JOB No.:
20-2095
 DRAWN BY:
 PS/CW
 APPROVED BY:
 R. KEMERSON
 SCALE:
 1"=300'
 DATE:
 02/10/2023
 FIELD BOOK/PAGES
 N/A

CW	1/19/24	REDUCED SCALE, ADDED LOTS & R/W LINES, UPDATED REFERENCED SURVEY & UPDATED LEGAL DESCRIPTION
CW	1/29/24	REDUCED SCALE
DATE:		REVISIONS

SKETCH AND LEGAL DESCRIPTION
 PROPOSED ZONING MODIFICATION
 CITY OF FELLSMERE



ENGINEERING & SURVEYING, LLC.
 3001 Industrial Ave 2
 Fort Pierce, FL 34946
 PHONE: (772) 508-5505
 FBPE C.O.A. # 33705

City of Fellsmere City Council
Agenda Request Form

Meeting Date: March 7, 2024

14(a)

- | | |
|--|--|
| <p><input checked="" type="checkbox"/> PUBLIC HEARING</p> <p><input type="checkbox"/> Ordinance on Second Reading</p> <p><input checked="" type="checkbox"/> Public Hearing</p> <p><input checked="" type="checkbox"/> ORDINANCE ON FIRST READING</p> <p><input type="checkbox"/> GENERAL APPROVAL OF ITEM</p> <p><input type="checkbox"/> Other:</p> | <p><input type="checkbox"/> RESOLUTION</p> <p><input type="checkbox"/> DISCUSSION</p> <p><input type="checkbox"/> BID/RFP AWARD</p> <p><input type="checkbox"/> CONSENT AGENDA</p> |
|--|--|

SUBJECT: 2024 Update to the Capital Improvement Element.

RECOMMENDED MOTION/ACTION: Conduct 1st Reading and set 2nd Reading and Public Hearing for March 21, 2024 to approve Ordinance #2024-15

Approved by City Manager Mark Mathes **Date:** 2-28-24

Originating Department: Community Development	Costs: \$ 0.00 Funding Source: Acct. #	Attachments: 1. Ordinance 2024-16, with Exhibits A thru "D" City of Fellsmere proposed CIP, IRC MPO TIP Excerpt, IRC School Board CIP Excerpt, IRC Public Works CIP Excerpt.
Department Review: <input type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>RJL</u> or Not applicable in this case ____: Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background: The annual update of the Capital Improvement Element includes the City's proposed Capital Improvement Program (CIP) as well as excerpts of other capital programs of Indian River County Metropolitan Planning Organization, the Indian River County School Board, and the Indian River County Public Works Department.

Currently, there are no issues with concurrency within any of the mandatory facilities that include water, sewer, and stormwater. Parks & Recreation along with Transportation elements also appear to be compliant within the concurrency management system. The majority of the City's capital improvement program is geared to efforts to match any grant opportunities as they arise with an emphasis on stormwater improvements.

**ORDINANCE
No. 2024-15**

AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF FELLSMERE COMPREHENSIVE PLAN; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT MODIFICATION; TRANSMITTAL; SEVERABILITY; CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted its Comprehensive Plan 2035 by Ordinance No. 2010-07 on December 7, 2010 and has made amendments thereto; and

WHEREAS, the currently adopted Comprehensive Plan was found to be in compliance by the Department of Community Affairs of the State of Florida; and

WHEREAS, Section 163.3177(3)(b) Florida Statutes 2023, requires the City to annually review and modify, as necessary, its Capital Improvement Element; modifications to update the five (5) year capital improvement schedule may be accomplished by ordinance and are not considered amendments to the Comprehensive Plan; and

WHEREAS, on _____, the Planning and Zoning Commission, acting as the Local Planning Agency, adopted Resolution No.2024-28 recommending that the City Council adopt Ordinance No. 2024-15 adopting the annual update to the Capital Improvements Element of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the update to the Capital Improvements Element is consistent with the adopted and amended Comprehensive Plan and is necessary to maintain a financially feasible capital improvements program; and

WHEREAS, based upon public hearings and due consideration, the City Council believes that the modifications to the Capital Improvements Element of the Comprehensive Plan will facilitate the need for the location of public facilities in a financially feasible manner.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RATIFICATION. The above recitals are hereby ratified, adopted and incorporated herein as legislative findings of the City Council.

SECTION 2. AUTHORITY. This Ordinance is being adopted pursuant to Article VIII, Section 2, Constitution of the State of Florida; Chapter 166, Part I, Florida Statutes 2023, and Chapter 163, Part II, Florida Statutes 2023.

SECTION 3. COMPREHENSIVE PLAN TEXT MODIFICATION. That Chapter 8

Capital Improvements Element is hereby amended to read as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

SECTION 4. TRANSMITTAL. The City Manager is directed to transmit a certified copy hereof to the state land planning agency and proceed herewith in accordance with the provisions of Chapter 163, Florida Statutes 2023.

SECTION 5. SEVERABILITY. If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this ordinance without such unconstitutional, invalid or inoperative part.

SECTION 6. CONFLICT. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

The foregoing Ordinance was moved for adoption by Council Member _____ . The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this _____ day of _____, 2024.

CITY OF FELLSMERE, FLORIDA

ATTEST:

Joel Tyson, Mayor

Maria Suarez-Sanchez, CMC, City Clerk

O-2020-03_CIE.DOC

I HEREBY CERTIFY that Notice of the public hearing on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the _____ day of _____, 2024, and the first reading was held on the _____ day of _____, 2024, and that the second and final reading and public hearing were held on the _____ day of _____, 2024.

Maria Suarez-Sanchez, CMC, City Clerk

ATTACHMENT 'A'

City of Fellsmere - 2023/2024 Five Year - Capital Improvement Plan

STORMWATER REVENUE

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Stormwater Utility/Impact Fee Carry Forward	\$ 90,530	\$ 177,475	\$ 217,475	\$ 257,475	\$ 297,475
Stormwater Utility	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Stormwater Impact Fees	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Transfer - Infrastructure to Stormwater	\$ 535,000	\$ -	\$ -	\$ -	\$ -
APRA Funds (for stormwater projects)	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Contributions (for stormwater projects)	\$ -	\$ -	\$ -	\$ -	\$ -
146-CDBG DR NY Ditch Pipes	\$ 825,000	\$ -	\$ -	\$ -	\$ -
154-FDEP Stormwater Master Plan	\$ 100,000	\$ -	\$ -	\$ -	\$ -
167-FDEP - 259 S. Pine	\$ 250,000	\$ -	\$ -	\$ -	\$ -
168-FDEP - Micro Basin Projects	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
176-FDEP - Alleyway Grading	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
162-FDEP - Greenway-Kentucky	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -
177-FDEP-Resilient - Alleyway Greenway	\$ 850,000	\$ -	\$ -	\$ -	\$ -
124-SJRWMD - State Street Reservoir	\$ 700,000	\$ -	\$ -	\$ -	\$ -
Stormwater Revenue Total	\$ 7,210,530	\$ 287,475	\$ 327,475	\$ 367,475	\$ 407,475

STORMWATER EXPENSES

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Transfer - Stormwater to General Fund	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
146-CDBG DR NY Ditch Pipes	\$ 900,000	\$ -	\$ -	\$ -	\$ -
154-FDEP Stormwater Master Plan	\$ 200,000	\$ -	\$ -	\$ -	\$ -
167-FDEP - 259 S. Pine	\$ 400,000	\$ -	\$ -	\$ -	\$ -
168-FDEP - Micro Basin Projects	\$ 1,150,000	\$ -	\$ -	\$ -	\$ -
176-FDEP - Alleyway Grading	\$ 1,150,000	\$ -	\$ -	\$ -	\$ -
162-FDEP - Greenway-Kentucky	\$ 1,850,000	\$ -	\$ -	\$ -	\$ -
177-FDEP-Resilient - Alleyway Greenway	\$ 850,000	\$ -	\$ -	\$ -	\$ -
S319 SRL Phase 2 - monitoring	\$ 50,000	No revenue-p	\$ -	\$ -	\$ -
124-SJRWMD - State Street Reservoir	\$ 775,000	\$ -	\$ -	\$ -	\$ -
Sub Total	\$ 7,395,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Carry Over	\$ (184,470)	\$ 217,475	\$ 257,475	\$ 297,475	\$ 337,475
Stormwater Expense Total	\$ 7,210,530	\$ 287,475	\$ 327,475	\$ 367,475	\$ 407,475

WATER & WASTEWATER REVENUE

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Carry Forward W&WW Impact Fee	\$ 670,512	\$ 670,512	\$ 670,512	\$ 670,512	\$ 670,512
W & WW Reserves	\$ 593,881	\$ 444,393	\$ 259,905	\$ 75,417	\$ 240,929
Water & Wastewater Impact Fees	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
APRA Funds (for W & WW)	\$ -	\$ -	\$ -	\$ -	\$ -
173- Resilient - LS#3	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
153-SRF Sewer & Ext. to Farm & N Myrtle	\$ 6,100,000	\$ -	\$ -	\$ -	\$ -
USDA Sewer - Future	\$ -	\$ -	\$ 350,000	\$ -	\$ 350,000
112-Well #7 (new well) - SJRWMD	\$ 500,000	\$ -	\$ -	\$ -	\$ -
174-HMGP Water Plant Hardening	\$ 194,000	\$ -	\$ -	\$ -	\$ -
160-USDA Equipment/Water Yard	\$ -	\$ 250,000	\$ -	\$ -	\$ -
SRWF Nanofiltration	\$ -	\$ -	\$ 1,600,000	\$ -	\$ -
153-RIF Sewer to Farm/Myrtle	\$ 750,000	\$ -	\$ -	\$ -	\$ -
Water & Wastewater Revenue Subtotal	\$ 10,333,393	\$ 1,389,905	\$ 2,905,417	\$ 770,929	\$ 1,286,441

WATER & WASTEWATER EXPENSES

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Water Debt	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Operating Transfer - Wastewater to General Fund	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
Operating Transfers - Water to General Fund	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
173- Resilient - LS#3	\$ 1,600,000	\$ -	\$ -	\$ -	\$ -
153-SRF Sewer & Ext. to Farm & N Myrtle	\$ 6,850,000	\$ -	\$ -	\$ -	\$ -
SRWF Nanofiltration	\$ -	\$ 100,000	\$ 1,600,000	\$ -	\$ -
USDA Sewer - Future	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000
160-USDA Equipment/Water Yard	\$ 70,000	\$ 500,000	\$ -	\$ -	\$ -
112-Well #7 (new well) - SJRWMD	\$ 500,000	\$ -	\$ -	\$ -	\$ -
174-HMGP Water Plant Hardening	\$ 214,000	\$ -	\$ -	\$ -	\$ -
Well Refurbishment (#1-#4)	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Waste Water Misc.	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Water Plant Security	\$ 25,000	\$ -	\$ -	\$ -	\$ -
New F-350 Service Truck	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Water System Misc.	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Sub Total	\$ 9,889,000	\$ 1,130,000	\$ 2,830,000	\$ 530,000	\$ 1,220,000
Carry Over	\$ 444,393	\$ 259,905	\$ 75,417	\$ 240,929	\$ 66,441
Water & Wastewater Expense Total	\$ 10,333,393	\$ 1,389,905	\$ 2,905,417	\$ 770,929	\$ 1,286,441

City of Fellsmere - Five Year - Capital Improvement Plan

GAS TAX REVENUE

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Carry Forward (gas tax)	\$ 345,655	\$ 332,373	\$ 372,373	\$ 472,373	\$ 572,373
Gas Tax	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000
APRA Funds (for Tourism Industry support)	\$ 150,000	\$ -	\$ -	\$ -	\$ -
171-RIF Pave the Grade	\$ 1,360,000	\$ -	\$ -	\$ -	\$ -
172-SJRWMD Pave the Grade	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -
Developer Contributions (Pave the Grade)	\$ 150,000	\$ -	\$ -	\$ -	\$ -
147-IRMA Roads - federal / state	\$ 1,867,349	\$ -	\$ -	\$ -	\$ -
USDA Road Paving	\$ -	\$ 3,000,000	\$ 4,000,000	\$ 3,000,000	\$ 3,000,000
Gas Tax Revenue Subtotal	\$ 6,043,004	\$ 3,502,373	\$ 4,542,373	\$ 3,642,373	\$ 3,742,373

GAS TAX EXPENSES

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Transfer - Gas Tax to General Fund	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Fellsmere Grade Paving	\$ 3,660,000	\$ -	\$ -	\$ -	\$ -
Grader Tires	\$ 5,000	\$ -	\$ -	\$ -	\$ -
147-IRMA Roads - federal / state	\$ 1,975,631	\$ -	\$ -	\$ -	\$ -
USDA Road Paving/Drainage	\$ -	\$ 3,060,000	\$ 4,000,000	\$ 3,000,000	\$ 3,000,000
Sub Total	\$ 5,710,631	\$ 3,130,000	\$ 4,070,000	\$ 3,070,000	\$ 3,070,000
Carry Over	\$ 332,373	\$ 372,373	\$ 472,373	\$ 572,373	\$ 672,373
Gas Tax Expense Total	\$ 6,043,004	\$ 3,502,373	\$ 4,542,373	\$ 3,642,373	\$ 3,742,373

INFRASTRUCTURE REVENUE

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Carry Forward (infrastructure)	\$ 557,559	\$ 779,559	\$ 1,459,559	\$ 2,124,559	\$ 2,619,559
Infrastructure Tax	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Carry Forward (special projects unreserved)	\$ 37,000	\$ -	\$ -	\$ -	\$ -
119-APRA Funds	\$ 1,065,000	\$ 250,000	No ARPA expend	\$ -	\$ -
Impact Fees / Developer Contributions	\$ 4,700,000	\$ 1,900,000	\$ -	\$ -	\$ -
149-CDBG CV - Broadband	\$ 2,755,000	\$ -	\$ -	\$ -	\$ -
CDBG ED (place holder)	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -
CDBG/NR Future	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000
150-CDBG DR - 97th	\$ 3,000,000	\$ 1,100,000	\$ -	\$ -	\$ -
126-CDBG/CR N Broadway	\$ 500,000	\$ 200,000	\$ -	\$ -	\$ -
126-01-FDEP GSI - Broadway	\$ 300,000	\$ 200,000	\$ -	\$ -	\$ -
Cultural Facilities - Recreated Train Village	\$ -	\$ 150,000	\$ 400,000	\$ -	\$ -
137-DOS Community Center Windows	\$ 150,000	\$ -	\$ -	\$ -	\$ -
155-DOS Old School Windows	\$ 450,000	\$ -	\$ -	\$ -	\$ -
FRDAP/LWCF - Future	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000
120-RTP/Preserve	\$ 400,000	\$ -	\$ -	\$ 400,000	\$ -
144-FRDAP/RTP/LWCF Sr. Lg. Park	\$ -	\$ 600,000	\$ -	\$ -	\$ -
169-TAP - Rail Trail I / II	\$ 500,000	\$ 1,000,000	\$ -	\$ -	\$ 500,000
171-Scenic Byway Fire Tower	\$ 200,000	\$ -	\$ -	\$ -	\$ -
159-USDA Fleet Services	\$ 259,700	\$ 90,000	\$ 120,000	\$ 150,000	\$ 150,000
Infrastructure Revenue Total	\$ 15,874,259	\$ 7,269,559	\$ 5,229,559	\$ 3,674,559	\$ 5,019,559

RESTRICTED

Carry Forward Johnny Perez (Train Building)	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Arbor Fund	\$ 12,914	\$ 12,914	\$ 12,914	\$ 12,914	\$ 12,914
Sidewalk Fund	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000

INFRASTRUCTURE EXPENSES

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Transfer - Infrastructure to Stormwater	\$ 535,000	\$ -	\$ -	\$ -	\$ -
City Hall Debt	\$ 190,000	\$ 190,000	\$ 190,000	\$ 190,000	\$ 190,000
149-CDBG CV - Broadband	\$ 2,755,000	\$ -	\$ -	\$ -	\$ -
CDBG ED (place holder)	\$ -	\$ 90,000	\$ 1,500,000	\$ -	\$ -
CDBG NR Future	\$ -	\$ 90,000	\$ 770,000	\$ 90,000	\$ 770,000
150-CDBG DR - 97th	\$ 3,000,000	\$ 1,100,000	\$ -	\$ -	\$ -
126-CDBG/CR N Broadway	\$ 500,000	\$ 300,000	\$ -	\$ -	\$ -
126-01-FDEP GSI - N Broadway	\$ 300,000	\$ 200,000	\$ -	\$ -	\$ -
CR512 Left Turn Lane	\$ 340,000	\$ -	\$ -	\$ -	\$ -
Babcock/ N. Myrtle	\$ 200,000	\$ 300,000	\$ -	\$ -	\$ -
CR512 Willow to Myrtle	\$ 500,000	\$ 1,000,000	\$ -	\$ -	\$ -
CR512 Willow to 120th	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
CR512 120th to 195	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -
Alleyway Access Demonstration	\$ 190,000	\$ -	\$ -	\$ -	\$ -
Cultural Facilities - Train Village	\$ -	\$ 150,000	\$ 400,000	\$ -	\$ -
137-DOS Community Center Windows	\$ 200,000	\$ -	\$ -	\$ -	\$ -
155-DOS Old School Windows	\$ 625,000	\$ -	\$ -	\$ -	\$ -
120-RTP/Preserve	\$ 550,000	\$ -	\$ 50,000	\$ 550,000	\$ -
FRDAP (band stage, place holder)	\$ -	\$ -	\$ 65,000	\$ -	\$ 65,000
144-FRDAP/RTP/LWCF Sr. Lg. Park	\$ 200,000	\$ 1,300,000	\$ -	\$ -	\$ -
Mower	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000
PW Pick Up Truck	\$ 40,000	\$ -	\$ -	\$ -	\$ -
169-TAP - Rail Trail I / II	\$ 500,000	\$ 1,000,000	\$ -	\$ 75,000	\$ 500,000
171-Scenic Byway Fire Tower	\$ 200,000	\$ -	\$ -	\$ -	\$ -

159-USDA Fleet Services	\$ 259,700	\$ 90,000	\$ 120,000	\$ 150,000	\$ 150,000
Sub Total	\$ 15,094,700	\$ 5,810,000	\$ 3,105,000	\$ 1,055,000	\$ 1,685,000
Carry Over	\$ 779,559	\$ 1,459,559	\$ 2,124,559	\$ 2,619,559	\$ 3,334,559
Infrastructure Expense Total	\$ 15,874,259	\$ 7,269,559	\$ 5,229,559	\$ 3,674,559	\$ 5,019,559

CRA REVENUE

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
CRA Carry Forward	\$ 111,170	\$ -	\$ -	\$ -	\$ -
CRA Revenue	\$ 85,708	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000
APRA Funds (FACT)	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
CRA Revenue Subtotal	\$ 446,878	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000

CRA EXPENSES

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Transfer - CRA to General Fund	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Business Subsidy (Fire inspections)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CRA Grants	\$ -	\$ -	\$ -	\$ -	\$ -
APRA Funds (FACT)	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Main Street Revitalization	\$ 171,878	\$ 25,000	\$ 30,000	\$ 35,000	\$ 40,000
Sub Total	\$ 446,878	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000
Carry Over	\$ -	\$ -	\$ -	\$ -	\$ -
CRA Expense Total	\$ 446,878	\$ 50,000	\$ 55,000	\$ 60,000	\$ 65,000

Supporting Documentation

City of Fellsmere - Enterprise Funds and CRA
Analysis of Transfers to General Fund & CDD
Fiscal Year Ended 9/30/24

	Department	% Allocation	Wages & Benefits	Water System	W/W System	Storm Water Sys	CDD	CRA	G/F	EDV	Totals
Executive - 512											
City Manager	Water	15.00%	180,163	27,024	18,016	27,024	9,008	9,008	-	45,041	135,122
	Waste Water	10.00%									
	Storm Water	15.00%									
	CDD	5.00%									
	EDV	25.00%									
	CRA	5.00%									
	Overhead	1.50%									
Totals				405	270	405	135	135	-	-	1,351
				27,430	18,287	27,430	9,143	9,143	-	45,041	136,474
Finance & Administration - 513											
Putnam Moreman	Water	15.00%	35,869	5,380	1,793	3,587	1,793	717			13,272
Claudia Alvarado	Waste Water	5.00%	112,457	16,869	5,623	11,246	5,623	2,249			41,609
Idi Vargas	Storm Water	10.00%	73,719	11,058	3,686	7,372	3,686	1,474			27,276
Lupita Ramos	CDD	5.00%	77,258	11,589	3,863	7,726	3,863	1,545			28,585
	CRA	2.00%									
	Overhead	7.50%									
Totals				3,367	1,122	2,245	1,122	449	-	-	8,306
				48,263	16,088	32,175	16,088	6,435	-	-	119,048
City Clerk - 519-01											
City Clerk - 519-01	Water	10.00%	127,384	12,738	2,548	6,369	6,369	2,548			30,572
	Waste Water	2.00%									
	Storm Water	5.00%									
	CDD	5.00%									
	CRA	2.00%									
	Overhead	2.50%									
Totals				318	64	159	159	64	-	-	764
				13,057	2,611	6,528	6,528	2,611	-	-	31,336
Public Works - 541											
Andy Shelton	Water	15.00%	142,927	21,439	14,293	21,439	2,859	2,859			62,888
Ivan Arreola (40%)	Waste Water	10.00%	69,095	10,364	6,909	10,364	1,382	1,382			30,402
Lencho Arreola	Storm Water	15.00%	55,633	8,345	5,563	8,345	1,113	1,113			24,478
Tommy Lee Abbot	CDD	2.00%	55,063	8,259	5,506	8,259	1,101	1,101			24,228
Guillermo Cortez	CRA	2.00%	55,234	8,285	5,523	8,285	1,105	1,105			24,303
New Hire	Overhead	7.50%	42,000	6,300	4,200	6,300	840	840	-	-	18,480
Totals				4,724	3,150	4,724	630	630			13,858
				67,717	45,145	67,717	9,029	9,029	-	-	198,637
Jerry Johnson											
Kenny Evans	Water	0.00%	86,977	-	17,395	1,740	1,740	1,740			22,614
	Waste Water	20.00%	82,273	-	16,455	1,645	1,645	1,645			21,391
	Storm Water	2.00%									
	CDD	2.00%									
	CRA	2.00%									
	Overhead	1.00%									
Totals				-	339	34	34	34	-	-	440
				-	34,189	3,419	3,419	3,419	-	-	44,445
CDD - 403-524											
Planner Code Officer	Water	12.00%									
	Waste Water	5.00%	101,559	12,187	5,078	12,695	-	5,078	15,234	-	50,272
	Storm Water	12.50%	19,041	2,285	952	2,380	-	952	2,856	-	9,425
	CDD	0.00%									
	CRA	5.00%									
	G/F	15.00%									
	EDV	0.00%									
Totals				1,085	452	1,131	-	452	1,357	-	4,477
				15,557	6,482	16,206	-	6,482	19,447	-	64,175
Grand Total				172,024	122,801	153,475	44,207	37,120	19,447	45,041	594,115
Funded				175,448	125,000	155,000	45,000	-	20,000	45,000	565,448
Monthly				14,621	10,417	12,917	3,750	-	1,667	3,750	47,121
By Fund/Monthly											
To G/F				13,324	9,876	11,566	3,750	-	-	-	38,517
To CDD				1,296	540	1,350	-	1,667	3,750	8,604	

ATTACHMENT 'B'

A large, arched steel truss bridge spanning a green field. The bridge has "CENTRAL RAILROAD TRAIL" written in large, white, serif capital letters along its side. The sky is blue with white clouds. In the foreground, there is a green field and a stone wall on the right side.

Indian River County MPO Transportation Improvement Program FY 2021/22— FY 2025/26

Approved June 9, 2021

Roadway	From	To	Work Description	Phase(s)	FY(s)	Funding Amt. (5 Yr Total)	FM#	LRTP Page/ Table #	TIP Page #
Oslo Rd	US 1	17th St	Resurface	CST	24/25	\$2,746,368	4442691	2-1	B-6
	82nd Ave	58th Ave	Widen to 4 lanes	ROW	21/22 – 23/24	\$6,111,285	4315211	4-8	A-9
SR 60	W of 44th Ave	E of 39th Ave	Resurface	PE CST	21/22 22/23	\$1,188,371	4461081	2-1	B-2
	CR 512	I-95	Resurface	PE CST	21/22 23/24	\$9,137,232	4476471	4-8	B-3
SR A1A	17th St	SR 60	Resurface	CST	21/22	\$3,525,678	4439961	2-1	B-8
	@ SR 60 & 17th St		Intersection improvements	CST	21/22	\$1,523,385	4408221	2-1	B-9
	Causeway		Bridge replacement	PDE PE ENV CST	21/22 21/22 – 23/24 23/24 25/26	\$77,565,696	4456181	2-1	B-8
	Sebastian Inlet Bridge	Sand Dollar Way	Resurface	PE CST	22/23 25/26	\$6,131,384	4456182	2-1	B-8
	MP 173	MP 178.3	Resurface	PE CST	21/22 – 22/23	\$20,206,514	4444031	2-1	B-5
Turnpike Mainline	MP 173	MP 178.3	Guardrail	PDE CST	22/23	\$1,505,427	4444032	2-1	B-5
	Fellsmere	W of I-95	Bike Path/Trail	CST	22/23	\$564,279	4460731	4-18	D-2
Trans-Florida Railway Trail	Fellsmere	W of I-95	Bike Path/Trail	PE CST	21/22 23/24	\$535,910	4467032	4-18	D-2
	@ Aviation Blvd		Intersection improvements	PDE PE	21/22 23/24	\$3,263,000	4416931	4-8	A-11
US 1	45th St	53rd St	Sidewalk	PE CST	21/22-22/23 24/25	\$558,577	4480231	4-18	D-3
	Central Ave	S End of Bridge	Resurface	CST	23/24	\$3,502,037	4476461	2-1	B-11
	N of 12th St	N pf 20th PL	Resurface	PE CST	21/22 24/25	\$3,141,512	4476481	2-1	B-11
	Harrison St	S of Davis St	Resurface	PE CST	21/22 22/23	\$2,008,468	4322351	2-1	B-10
	N of 6th Ave	12th St	Resurface	PE CST	21/22 22/23	\$1,753,063	4461071	2-1	B-10

Indian River MPO Transportation Improvement Program - FY 2021/22 - 2025/26

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Transit Capital Assistance (Section 5307) - FM# 4071902							
Type of Work: PURCHASE VEHICLES/EQUIPMENT					*Non-SIS*		
Indian River County receives Federal Transit Administration (FTA) Section 5307 funds for transit capital assistance.					Lead Agency: Indian River Co. LRTP#: Page 4-22		
CAP	FTA	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	12,500,000
Total		2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	12,500,000
Prior Years Cost		15,502,859	Future Years Cost		Total Project Cost		28,002,859
Transit Capital Assistance (Section 5339) - FM# 4457281							
Type of Work: CAPITAL FOR FIXED ROUTE					*Non-SIS*		
Indian River County receives Federal Transit Administration (FTA) Section 5339 funds for transit capital assistance.					Lead Agency: Indian River Co. LRTP#: Page 4-22		
CAP	FTA	240,000	240,000	240,000	240,000	240,000	1,200,000
Total		240,000	240,000	240,000	240,000	240,000	1,200,000
Prior Years Cost		863,325	Future Years Cost		Total Project Cost		2,063,325
Transit Operating Assistance (Rural) - FM# 4071823							
Type of Work: OPERATING/ADMIN. ASSISTANCE					*Non-SIS*		
Indian River County receives Federal Transit Administration (FTA) Section 5311 funds for transit operating assistance in small urban and rural areas.					Lead Agency: Indian River Co. LRTP#: Page 4-22		
OPS	DU	77,972	81,870	82,727	0	0	242,569
OPS	LF	77,972	81,870	82,727	0	0	242,569
Total		155,944	163,740	165,454	0	0	485,138
Prior Years Cost		557,917	Future Years Cost		Total Project Cost		1,043,055

Indian River MPO Transportation Improvement Program - FY 2021/22 - 2025/26

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Transit Operating Assistance (Rural) - FM# 4071824							*Non-SIS*
Type of Work: OPERATING/ADMIN. ASSISTANCE							Lead Agency: Indian River Co. LRTP#: Page 4-22
Indian River County receives Federal Transit Administration (FTA) Section 5311 funds for transit operating assistance in small urban and rural areas.							
OPS	DU	0	0	0	85,533	98,728	184,261
OPS	LF	0	0	0	85,533	98,728	184,261
	Total	0	0	0	171,066	197,456	368,522
Prior Years Cost		0	Future Years Cost		0	Total Project Cost	368,522
Transit Operating Assistance (Urban) - FM# 4071906							*Non-SIS*
Type of Work: OPERATING/ADMIN. ASSISTANCE							Lead Agency: Indian River Co. LRTP#: Page 4-22
Indian River County receives Federal Transit Administration (FTA) Section 5307, State Public Transportation Block Grant, and local funding for transit operating assistance.							
OPS	DDR	0	0	0	738,977	763,217	1,502,194
OPS	LF	0	0	0	738,977	763,217	1,502,194
	Total	0	0	0	1,477,954	1,526,434	3,004,388
Prior Years Cost		0	Future Years Cost		0	Total Project Cost	3,004,388
Transit Operating Assistance (Urban) - FM# 4071905							*Non-SIS*
Type of Work: OPERATING/ADMIN. ASSISTANCE							Lead Agency: Indian River Co. LRTP#: Page 4-22
Indian River County receives Federal Transit Administration (FTA) Section 5307, State Public Transportation Block Grant, and local funding for transit operating assistance.							
OPS	DPTO	660,879	26,373	27,722	0	0	714,974
OPS	LF	660,879	689,007	733,720	0	0	2,083,606
OPS	FTA	1,000,000	0	0	0	0	1,000,000
OPS	DDR	0	628,503	656,014	0	0	1,284,517
	Total	2,321,758	1,343,883	1,417,456	0	0	5,083,097
Prior Years Cost		3,867,087	Future Years Cost		0	Total Project Cost	8,950,184

Indian River MPO Transportation Improvement Program - FY 2021/22 - 2025/26

Phase	Fund Source	2021/22	2022/23	2023/24	2024/25	2025/26	Total
New York Avenue Sidewalk FROM N. Broadway St. TO Willow St. - FM# 4443141							
Type of Work: SIDEWALK					Length: 0.497 miles	*Non-SIS*	
					Lead Agency: City of Fellsmere		
					LRTP#: Table 4-9		
Construct sidewalk along the north side of New York Ave. between N. Broadway St. and Willow St. Programmed for FY 2021/22. Project length is 0.497 miles.							
CST	TALT	229,766	0	0	0	0	229,766
CST	LF	78,515	0	0	0	0	78,515
CST	TALL	170,363	0	0	0	0	170,363
	Total	478,644	0	0	0	0	478,644
<i>Prior Years Cost</i>		<i>5,000</i>	<i>Future Years Cost</i>	<i>0</i>	<i>Total Project Cost</i>		<i>483,644</i>
Trans Florida Central Railroad Greenway FROM Fellsmere TO West of I-95 Phase 1 - FM# 4460731							
Type of Work: BIKE PATH/TRAIL					Length: 1.39 miles	*Non-SIS*	
					Lead Agency: Indian River Co.		
					LRTP#: Table 4-9		
Construct a segment of the Trans Florida Central "Rails-to-Trails" Corridor. Phase one of segment will consist of a multi-purpose path along an abandoned railroad right-of-way from Fellsmere to the west side of I-95 through St Sebastian River Preserve State Park. When completed, the Trans Florida Central Railroad Corridor will run from the St. Sebastian River to the Blue Cypress Conservation Area. This project is part of the North County Greenways Plan. Project length is 1.39 miles.							
CST	TALT	0	219,879	0	0	0	219,879
CST	LF	0	174,979	0	0	0	174,979
CST	TALL	0	169,421	0	0	0	169,421
	Total	0	564,279	0	0	0	564,279
<i>Prior Years Cost</i>		<i>5,000</i>	<i>Future Years Cost</i>	<i>0</i>	<i>Total Project Cost</i>		<i>569,279</i>
Trans Florida Central Railroad Greenway FROM Fellsmere TO West of I-95 Phase 2 - FM# 4460732							
Type of Work: BIKE PATH/TRAIL					Length: 1.39 miles	*Non-SIS*	
					Lead Agency: Indian River Co.		
					LRTP#: Table 4-9		
Construct a segment of the Trans Florida Central "Rails-to-Trails" Corridor. Phase two of segment will consist of a multi-purpose path along an abandoned railroad right-of-way from Fellsmere to the west side of I-95 through St Sebastian River Preserve State Park. When completed, the Trans Florida Central Railroad Corridor will run from the St. Sebastian River to the Blue Cypress Conservation Area. This project is part of the North County Greenways Plan. Project length is 1.39 miles.							
PE	TALT	5,000	0	0	0	0	5,000
CST	TALT	0	0	361,869	0	0	361,869
CST	TALL	0	0	169,041	0	0	169,041
	Total	5,000	0	530,910	0	0	535,910
<i>Prior Years Cost</i>		<i>0</i>	<i>Future Years Cost</i>	<i>0</i>	<i>Total Project Cost</i>		<i>535,910</i>



ATTACHMENT 'C'

SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
Capital Project Revenues & Other Financing Sources
Projections for Fiscal Year 2024-2028



	<u>Revenues & Other Financing Sources</u>	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	Total	Notes
1	Property Taxes	\$43,632,658	\$44,694,720	\$47,360,160	\$49,930,560	\$52,319,520	\$237,937,618	1) Updated property growth based on most recent projections. 1.50 mills by Legislature.
2	PECO - Maintenance	0	0	0	0	0	\$0	PECO Maintenance funding estimate
3	PECO Charters	0	0	0	0	0	\$0	PECO Charter Schools Maintenance funding estimate
4	State Charter School Capital Outlay	1,200,000	0	0	0	0	\$1,200,000	Charter School Capital Outlay set yearly by Legislature
5	CO & DS	110,013	110,013	110,013	110,013	110,013	\$550,065	Projections based on 5 year capital plan information FLDOE
6	Interest	32,158	32,158	32,158	32,158	32,158	\$160,790	Estimated interest
7	Other	9,005	9,005	9,005	9,005	9,005	\$45,025	State Fuel Tax Revenue
10	Impact Fees Estimated Revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	\$5,000,000	Impact Fees
11	Fund Balance	0	0	0	0	0	\$0	Impact Fee Fund Balance
12	Total Revenues & Other Financing Sources	\$45,983,834	\$45,845,896	\$48,511,336	\$51,081,736	\$53,470,696	\$244,893,498	
13	Transfer to General Fund	5,521,060	5,521,060	5,521,060	5,521,060	5,521,060	\$27,605,300	General Fund Maintenance/Property Casualty Premium
14	Transfer to Charter School Capital Outlay	1,800,000	1,800,000	3,000,000	4,300,000	6,700,000	\$17,600,000	Capital Funds to Charters, SCSCO, PECO
							\$0	
	<u>Debt Service</u>						\$0	
15	Performance Contracting	1,033,615	1,064,693	1,096,703	1,121,461	1,155,422	\$5,471,894	Debt Service for Performance Contracting
16	QSCB Debt Service	1,167,370	1,167,370	1,167,370	1,167,370	1,167,370	\$5,836,850	Debt Service for VBE, TCE, Fellsmere QSCB net of the credit for Federal Subsidy.
17	COP Debt Service (Existing COP)	10,181,886	10,187,036	8,419,736	8,417,903	122,134	\$37,328,695	Current Debt Service on 2014A Refunding, 2007 and 2016A&B COPs and Performance Contracting.
18	Total Debt Service Reduced By Federal Subsidy	12,382,871	12,419,099	10,683,809	10,706,734	2,444,926	\$48,637,439	
							\$0	
19	Net Remaining Funding Sources before On-Going Commitments & Projects	26,279,903	26,105,737	29,306,467	30,553,942	38,804,710	\$151,050,759	
							\$0	
20	On-going Commitments, New Projects - Capital Improvement Program (CIP)	25,279,903	25,105,737	28,306,467	29,553,942	37,804,710	\$146,050,759	New Constructions, Remodeling and Renovations, Maintenance, modernizations, IT and other equipment, Relocatables, Health & Safety, Security, Environmental, School Buses and other Vehicles
21	Project Commitments Restricted Funds	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	\$5,000,000	Impact Fees
22	Net Remaining Funding Sources after On-Going Commitments & Projects	\$0	\$0	\$0	\$0	\$0	\$0	

	A	B	C	D	E	F	G	H	I	J
3	School	Determined Need	Estimated Budget	Scope of Work	Total Budgeted 2023-24 Thru 2027-28	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
53	Oslo Middle	Student Restroom Renovation	\$ 400,000.00	Plumbing	\$ 400,000.00		\$400,000.00			
54		Air Handler Unit Replacement Campus Wide	\$ 1,028,729.00	HVAC	\$ 1,028,729.00	\$1,028,729.00				
55		LED Lighting Retrofit	\$ 1,000,000.00	Electrical	\$ 1,000,000.00			\$1,000,000.00		
56		Walk-In Cooler/Freezer Replacement	\$ 150,000.00	HVAC	\$ 150,000.00					
57	Pelican Island	Replace Chiller #2 U11K26119	\$ 275,000.00	HVAC	\$ 275,000.00	\$275,000.00			\$150,000.00	
58		Falco Ice Storage Tank Replacements	\$ 350,000.00	HVAC	\$ 350,000.00		\$350,000.00			
59		BAS Conversion to Metasys	\$ 200,000.00	HVAC	\$ 200,000.00	\$200,000.00				
60		Replace Chiller #1 U15K23123	\$ 300,000.00	HVAC	\$ 300,000.00					
61	Rosewood	Walk-In Cooler/Freezer Replacement	\$ 120,000.00	HVAC	\$ 120,000.00		\$120,000.00			\$300,000.00
62		Air Handler Unit Replacement Campus Wide	\$ 1,259,663.00	HVAC	\$ 1,259,663.00		\$1,259,663.00			
63		Campus Renovations	\$ 17,798,810.00	Building Renovation	\$ 17,798,810.00					
64	Sebastian Elementary	BAS Conversion to Metasys	\$ 200,000.00	HVAC	\$ 200,000.00	\$200,000.00				\$17,798,810.00
65		Replace Chiller #2 U11K26077	\$ 275,000.00	HVAC	\$ 275,000.00	\$275,000.00				
66		Falco Ice Storage Tank Replacements	\$ 375,000.00	HVAC	\$ 375,000.00				\$375,000.00	
67		Roof Replacement Campus Wide	\$ 4,000,000.00	Roofing	\$ 4,000,000.00					\$4,000,000.00
68	Sebastian River Middle	BAS Conversion to Metasys	\$ 450,000.00	HVAC	\$ 450,000.00		\$450,000.00			
69		Roof Replacement	\$ 1,837,248.00	Roofing	\$ 1,837,248.00			\$1,837,248.00		
70		LED Lighting Retrofit	\$ 1,000,000.00	Electrical	\$ 1,000,000.00				\$1,000,000.00	
71		Replace Chiller #1 U15L03533	\$ 300,000.00	HVAC	\$ 300,000.00					\$300,000.00
72	Sebastian River High School	Air Handler Unit Replacement Campus Wide	\$ 2,446,394.00	HVAC	\$ 2,446,394.00	\$2,053,656.00	\$392,738.00			
73		Generator	\$ 100,000.00	Electrical	\$ 100,000.00	\$100,000.00				
74		Track Replacement	\$ 640,000.00	Site Work	\$ 640,000.00	\$640,000.00				
75		Walk-In Cooler/Freezer Replacement-Culinary Program	\$ 220,000.00	HVAC	\$ 220,000.00	\$220,000.00				
76		Walk-In Cooler/Freezer Replacement - Main Kitchen	\$ 250,000.00	HVAC	\$ 250,000.00		\$250,000.00			
77		Elevator Upgrades	\$ 350,000.00	Health & Safety	\$ 350,000.00	\$350,000.00				
78		Athletic Field Upgrades	\$ 400,000.00	Site Work	\$ 400,000.00	\$400,000.00				
79		PAC Lighting Renovation	\$ 400,000.00	Electrical	\$ 400,000.00			\$400,000.00		
80		Re-key Campus	\$ 100,000.00	Locks	\$ 100,000.00					
81		Gym Locker Room Renovation	\$ 1,200,000.00	Building Renovation	\$ 1,200,000.00			\$1,200,000.00		
82		Replace Chiller #1 L11A00438	\$ 350,000.00	HVAC	\$ 350,000.00		\$350,000.00			
83		Replace Chiller #2 L11A00439	\$ 350,000.00	HVAC	\$ 350,000.00		\$350,000.00			
84		Electrical Switch Gear Replacement	\$ 500,000.00	Electrical	\$ 500,000.00				\$500,000.00	
85		Sand Volleyball Courts	\$ 375,000.00	Site Work	\$ 375,000.00				\$375,000.00	
86	Storm Grove Middle	Chiller#1 RTHDUD1 Ser# U08K01701	\$ 325,000.00	HVAC	\$ 325,000.00		\$325,000.00			
87		Chiller#2 RTHDUD1 Ser# U08K01700	\$ 325,000.00	HVAC	\$ 325,000.00		\$325,000.00			
88		Lift Station Upgrade	\$ 300,000.00	Plumbing	\$ 300,000.00		\$300,000.00			
89		Replace Falco Ice Storage Tanks	\$ 1,275,000.00	HVAC	\$ 1,275,000.00			\$1,275,000.00		
90		Stain and Polish Floors Bldgs 2,3,4	\$ 500,000.00	Resurfacing	\$ 500,000.00			\$500,000.00		
91	Support Services Complex	Replace Chiller U11J24850	\$ 275,000.00	HVAC	\$ 275,000.00	\$275,000.00				
92	Transportation	Bus Lift Replacement	\$ 300,000.00	Vehicles	\$ 300,000.00	\$300,000.00				
93		BAS Conversion to Metasys	\$ 120,000.00	HVAC	\$ 120,000.00		\$120,000.00			
94		Propane Fueling Station	\$ 3,500,000.00	New Construction	\$ 3,500,000.00				\$3,500,000.00	
95	Treasure Coast Elementary	Roof replacement - Flat Roof Areas	\$ 1,050,000.00	Roofing	\$ 1,050,000.00	\$1,050,000.00				
96		Replace Chiller #1 U14C08672	\$ 275,000.00	HVAC	\$ 275,000.00		\$275,000.00			
97		Replace Chiller #2 U1307335	\$ 275,000.00	HVAC	\$ 275,000.00		\$275,000.00			
98		Replace Chiller #3 U1408673	\$ 275,000.00	HVAC	\$ 275,000.00		\$275,000.00			
99		BAS Conversion to Metasys	\$ 250,000.00	HVAC	\$ 250,000.00			\$250,000.00		
100		Walk-In Cooler/Freezer Replacement	\$ 150,000.00	HVAC	\$ 150,000.00			\$150,000.00		
101		Parent Pick-Up/Drop-Off Improvements	\$ 750,000.00		\$ 750,000.00				\$750,000.00	
102		Exterior Painting	\$ 300,000.00	Building Envelope	\$ 300,000.00					\$300,000.00
103		Carpet to Tile (Flooring)	\$ 450,000.00	Flooring	\$ 450,000.00					\$450,000.00
104	Treasure Coast Technical College	BAS Conversion to Metasys	\$ 150,000.00	HVAC	\$ 150,000.00			\$150,000.00		
105		Paint Building Exterior	\$ 300,000.00	Building Envelope	\$ 300,000.00			\$300,000.00		
106	Vero Beach Elementary	BAS Conversion to Metasys	\$ 300,000.00	HVAC	\$ 300,000.00			\$300,000.00		
107		Flooring	\$ 650,000.00	Flooring	\$ 650,000.00			\$650,000.00		

FINAL

ATTACHMENT 'D'



Indian River County 2030 Comprehensive Plan

Chapter 6

Capital Improvements Element

Indian River County Community Development Department
Supplement #22; Adopted December 13, 2022, Ordinance 2022-015

Introduction

The Capital Improvements Element (CIE) summarizes the needed capital facilities identified in the county's comprehensive plan and describes the financial means by which identified needed facilities are to be funded. The CIE also demonstrates the economic feasibility of the entire comprehensive plan and prioritizes the funding of all the public facilities identified in the county's comprehensive plan based on the level of need and the availability of funds.

For purposes of this element, a capital improvement is a substantial facility (land, building, or major equipment) that costs at least \$100,000 and which is required to maintain adopted level-of-service standards or to meet objectives identified in the county's comprehensive plan.

Included in the CIE are an existing conditions section, an analysis section, a concurrency management section, a goals, objectives, and policies section, and an implementation section. While financial resources and existing local policies and practices are discussed in the existing conditions section, the fiscal condition of both the county and its comprehensive plan, as well as other issues concerning capital improvement projects, are assessed in the analysis section of this element. In the concurrency management section, the administrative framework for maintaining public facility service levels is addressed while the county's overall capital improvements strategy is discussed in the goals, objectives and policies section. Finally, a 5-Year Schedule of Capital Improvements, as well as monitoring and evaluation programs, can be found in the implementation section of this element.

Existing Conditions

Financial Resources

One of the chief functions of the Capital Improvements Element is to inventory the major sources of revenue available to the county. Those revenue sources determine the county's capability to fund needed capital improvements. Table 6.1 lists the county's local, state, and federal revenue sources and indicates the amount of revenue collected from each source during FY 2020/21. Table 6.1 also shows the percentage distribution of total revenue received by Indian River County for each of the revenue sources.

Table 6.1: Indian River County Revenue Sources (FY 2020/21)								
Federal Sources			State Sources			Local Sources		
	Amount (\$1,000)	% of Total Revenue		Amount (\$1,000)	% of Total Revenue		Amount (\$1,000)	% of Total Revenue
Various Grants	\$31,231	9.52%	Local Government Half-Cent Sales Tax	\$12,009	3.66%	Ad Valorem Taxes	\$115,595	35.23%
Total Federal	\$31,231	9.52%	County Revenue Sharing	\$4,417	1.35%	Enterprise Funds	\$63,763	19.43%
			Constitutional Fuel Tax	\$1,812	0.55%	User Fees and Charges	\$19,581	5.97%
			County Fuel Tax	\$797	0.24%	Special Assessments	\$488	0.15%
			Alcoholic Beverage License Tax	\$70	0.02%	Impact Fees	\$12,239	3.73%
			Distribution of Sales and Use Taxes to Counties	\$447	0.14%	Local Discretionary Sales Surtax	\$22,079	6.73%
			Mobile Home License Tax	\$107	0.03%	Tourist Development Tax	\$3,623	1.10%
			Various Grants	\$10,595	3.23%	Local Option Fuel Tax	\$3,563	1.09%
			Total State	\$30,254	9.22%	Franchise Tax	\$9,463	2.88%
						Interest Income	\$626	0.19%
						Other	\$15,641	4.77%
						Total Local	\$266,661	81.26%
						Total All Sources	\$328,146	100.00%

Local Sources

Local sources consist of revenues that are levied, collected and disbursed at the local level solely at the discretion of Indian River County. Those local sources are shown in table 6.1, and are described in further detail below.

- **Ad Valorem Taxes (Property Taxes)**

Ad Valorem taxes are taxes levied on the assessed value (net of any exemptions) of real and personal property. This tax is commonly referred to as “property tax.” Ad valorem taxes are generally assessed in mills; that is, thousandths of a dollar of assessed value. The state mandated millage cap is 10 mills per local government, excluding voted millages. In FY 2020/21, Indian River County imposed an aggregate millage rate of 6.1286. According to County policy, ad valorem taxes may be used for both operating and capital project expenditures.

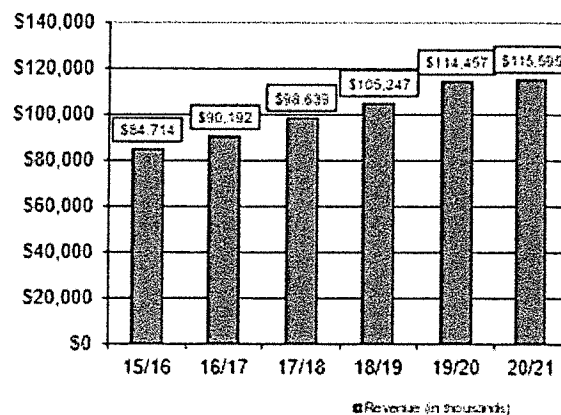
Table 6.1 shows that, in FY 2020/21, Indian River County collected approximately \$115,595 in ad valorem taxes. In FY 2020/21, ad valorem taxes represented 35.23% of all revenues collected by Indian River County.

Figure 6.1 displays the ad valorem tax revenue collected by Indian River County over the last six fiscal years. As shown, ad valorem tax revenue has increased each year since FY 2015/16. The increase relates to a continually improving housing and property market.

- **Enterprise Funds**

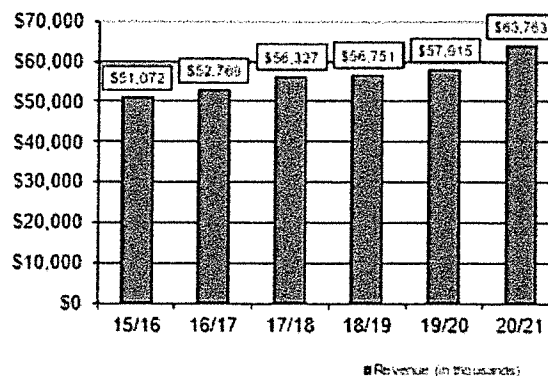
Within governmental entities, there are often various departments that provide goods and services to the public in a manner similar to the private sector. Such departments, classed under the general title “enterprise funds,” must raise revenues from outside the government sector. Generally, enterprise departments assess a fee to the customer using the goods

Figure 6.1: Ad Valorem Tax Revenue by FY



Source: Indian River County Finance Department

Figure 6.2: Enterprise Fund Reserve by FY



Source: Indian River County Finance Department

or services provided by that department. In Indian River County, Utility System, Solid Waste Disposal District, Golf Course, and Building Division are enterprise funds.

Table 6.1 shows that enterprise fund revenue represented 19.43% of Indian River County's total funds for FY 2020/21. Figure 6.2 displays the enterprise fund revenue collected by Indian River County over the last six fiscal years. During that time period, enterprise fund revenue increased 24.85%.

- User Fees and Charges

User fees and charges represent revenue received by the county for providing various general services. Those fees and charges are necessary because taxes alone cannot totally keep up with the increasing costs of services. This category includes fees collected by the Tax Collector's Office, the Clerk of the Circuit Court, the Property Appraiser's Office, the Sheriff's Department, and the Recreation and Parks Department. This category also includes other miscellaneous user fees charged by the county for general services not financed by other fund sources. In FY 2020/21, user fees and charges represented 5.97% of all funds collected by Indian River County.

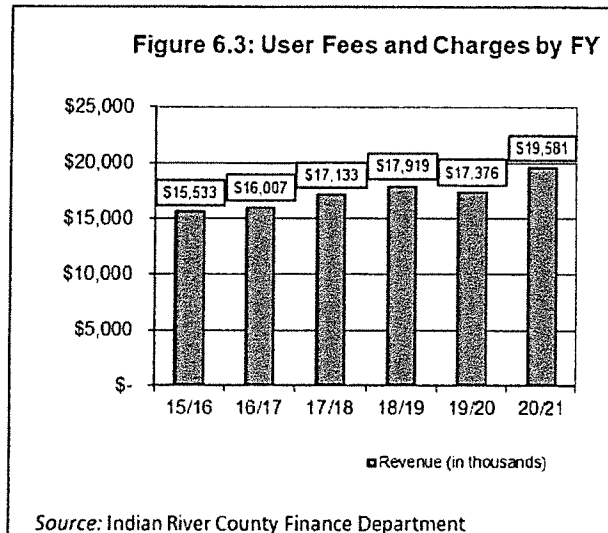
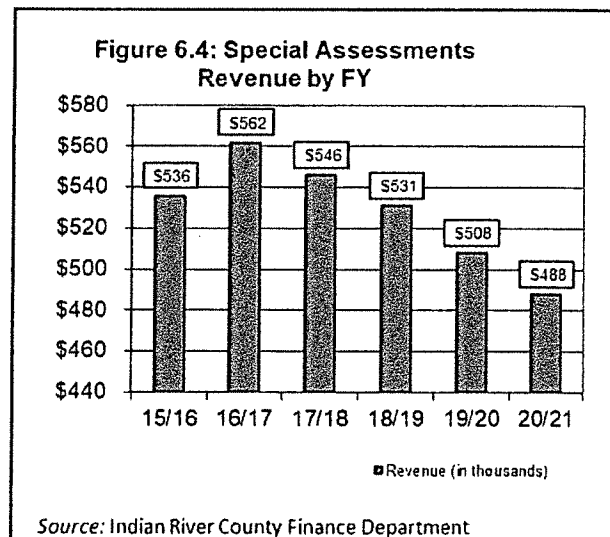


Figure 6.3 displays user fees and charges collected by Indian River County over the last six fiscal years. During that time period, revenue from user fees and charges varied, but overall increased by 26.06%.

- Special Assessments

Special assessments are compulsory payments levied on real property for specific benefits generated by public investments or services.

By law, the assessment levied must fairly reflect the actual costs of the improvements. County revenues which fall under the general category of special assessments consist of street paving



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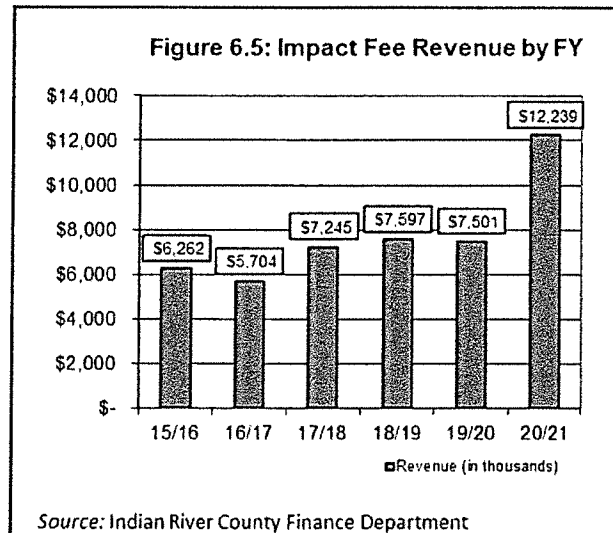
assessments, street lighting district assessments, as well as assessments for water, sewer, and drainage improvements. Expenditures of special assessment revenue are restricted to public improvement projects that directly benefit the property owner or payee. For example, street paving assessment revenues must be spent on paving streets that directly benefit the payer of the assessment.

Special Assessment revenue represented 0.15% of county funds for FY 2020/21. Figure 6.4 displays the revenue collected by Indian River County through special assessments over the last six fiscal years. During that time period, revenue from special assessments decreased by 8.96%.

- **Impact Fees**

An impact fee is a one-time charge, fee, or assessment levied as a condition of subdivision or site plan approval, building permit issuance, or other development or construction approval when the revenues collected are intended to fund the costs of capital improvements for public facilities.

Since 1986, Indian River County has levied traffic impact fees on new development projects. In June of 2005, Indian River County began to levy 8 new impact fees. At the same time, the County increased the existing traffic impact fee rates. The nine impact fees include: transportation, fire/emergency services, parks and recreation, educational facilities, solid waste facilities, correctional facilities, law enforcement, libraries, and public buildings.



On March 3, 2009, the Board of County Commissioners considered several alternatives to reduce impact fees for the purpose of stimulating economic development in the county. After discussion, the Board decided to suspend collection of five of the county's nine impact fees for six months. The five suspended impact fees were: emergency services, correctional facilities, public buildings, law enforcement, and solid waste. On September 22, 2009 and again on March 16, 2010, the Board of County Commissioners voted to further extend the suspension of the five impact fees. At its March 16, 2010 vote, the Board of County Commissioners extended the suspension of the five impact fees to March 31, 2011. On March 15, 2011 and again on March 13, 2012, the Board of County Commissioners re-evaluated the impact fee suspension and ultimately voted to continue suspending three of the five previously suspended impact fees. Those three fees were: public buildings, correctional facilities, and solid waste facilities. The March 13, 2012 vote of the Board of County Commissioners suspended the three fees until March 31, 2014.

Comparison of Expenditures to Revenue	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY2026/27	Total
Total Revenue	\$5,108,500	\$2,090,000	\$1,640,000	\$3,215,000	\$2,515,000	\$14,568,500
Total Expenditures	\$5,108,500	\$2,090,000	\$1,640,000	\$3,215,000	\$2,515,000	\$14,568,500
Annual Balance	\$0	\$0	\$0	\$0	\$0	\$0

Emergency Services									
Revenue Sources	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY2026/27	Total			
Emergency Services Dist	\$2,165,000	\$3,180,000	\$2,330,000	\$2,505,000	\$1,830,000	\$12,010,000			
Optional Sales Tax	\$7,365,198	\$3,370,000	\$2,510,000	\$660,000	\$7,147,000	\$21,052,198			
Impact Fees - Emergency Services	\$699,000	\$1,000,000	\$500,000	\$510,000	\$0	\$2,709,000			
						\$0			
Expenditures	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY2026/27	Total	Revenue Source	Fully Funded?	Priority Ranking 1 = Highest Priority, 5 = Lowest Priority
Emergency Svcs. Station 15 - Construction (Add'l)	\$0	\$1,460,000	\$0	\$0	\$0	\$1,460,000	Emergency Services Dist	Yes	1
Emergency Svcs. Station 15 - Construction (Add'l)	\$1,860,000	\$0	\$0	\$0	\$0	\$1,860,000	Optional Sales Tax	Yes	1
Station 15 Property	\$793,635	\$0	\$0	\$0	\$0	\$793,635	Optional Sales Tax	Yes	1
encumbered in 21/22	\$349,000	\$0	\$0	\$0	\$0	\$349,000	Impact Fees - Emergency Services	Yes	1
Ambulance - Med Unit (Replacement)	\$445,000	\$510,000	\$510,000	\$510,000	\$510,000	\$2,485,000	Emergency Services Dist	Yes	2
Ambulance - Med Unit (Replacement)	\$445,000	\$510,000	\$510,000	\$510,000	\$510,000	\$2,485,000	Optional Sales Tax	Yes	2
Ambulance - Med Unit -Additional for Station 16	\$0	\$0	\$0	\$510,000	\$0	\$510,000	Impact Fees - Emergency Services	Yes	4
Fire Pumper for Station 16-Additional	\$0	\$0	\$0	\$675,000	\$0	\$675,000	Emergency Services Dist	Yes	4
Station 16 Property Additional (North County)	\$0	\$0	\$500,000	\$0	\$0	\$500,000	Impact Fees - Emergency Services	Yes	4
Station 16 Engineering-Additional (North County)	\$0	\$0	\$0	\$150,000	\$0	\$150,000	Optional Sales Tax	Yes	5
Station 16 Construction - Additional (North County)	\$0	\$0	\$0	\$0	\$3,737,000	\$3,737,000	Optional Sales Tax	Yes	5
Fire Pumper (Replacement)	\$1,320,000	\$660,000	\$1,320,000	\$1,320,000	\$1,320,000	\$5,940,000	Emergency Services Dist	Yes	2
Fire Pumper (Replacement)	\$660,000	\$660,000	\$0	\$0	\$0	\$1,320,000	Optional Sales Tax	Yes	2
Quint (Fire Apparatus) Replacement	\$0	\$1,200,000	\$0	\$0	\$0	\$1,200,000	Optional Sales Tax	Yes	2
Station 7 Construction-	\$3,320,000	\$0	\$0	\$0	\$0	\$3,320,000	Optional Sales Tax	Yes	1
800 MHz- Upgrade for P25 compliance	\$286,563	\$0	\$0	\$0	\$0	\$286,563	Optional Sales Tax	Yes	1
Station 2 Fire Boat replacement	\$0	\$0	\$500,000	\$0	\$0	\$500,000	Emergency Services Dist	Yes	3
EOC/Fire Admin. Expansion Design	\$350,000	\$0	\$0	\$0	\$0	\$350,000	Impact Fees - Emergency Services	Yes	2
EOC/Fire Admin. Expansion Construction	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	Impact Fees - Emergency Services	Yes	3
EOC/Fire Admin. Expansion Construction	\$0	\$1,000,000	\$2,000,000	\$0	\$0	\$3,000,000	Optional Sales Tax	Yes	2
Station 6 Renovation-(add second story)	\$0	\$0	\$0	\$0	\$2,900,000	\$2,900,000	Optional Sales Tax	Yes	3

Solid Waste						
Revenue	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY2026/27	Total
Assessments & User Fees	\$8,000,000	\$10,825,000	\$420,000	\$2,070,000	\$0	\$21,315,000
Escrow Account	\$1,000,000	\$2,000,000	\$2,000,000	\$0	\$0	\$5,000,000

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Expenditures	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY2026/27	Total	Revenue Source	Fully Funded?	Priority Ranking 1 = Highest Priority, 5 = Lowest Priority	Notes
Design, Permitting & Construction of Cell III of Segment 3 Class I Landfill	\$1,050,000	\$7,700,000	\$0	\$0		\$8,750,000	Assessments & User Fees	Yes	1	
Design, Permit & Construct LFG Expansion of Cell II of Segment 3	\$0	\$2,000,000	\$0	\$0		\$2,000,000	Escrow Account	Yes	2	
III of Segment 3	\$0	\$0	\$2,000,000	\$0		\$2,000,000	Escrow Account	Yes	3	
New High Pressure LFG Blower/Flare Skid	\$1,000,000	\$0	\$0	\$0		\$1,000,000	Escrow Account	Yes	1	
Single Stream Building/MRF	\$2,232,000	\$0	\$0	\$0		\$2,232,000	Assessments & User Fees	Yes	1	
HHW Building	\$3,348,000	\$0	\$0	\$0		\$3,348,000	Assessments & User Fees	Yes	1	
New Drop-Off Facility	\$780,000	\$0	\$0	\$0		\$780,000	Assessments & User Fees	Yes	1	
Blue Cypress Transfer Station	\$0	\$0	\$0	\$270,000		\$270,000	Assessments & User Fees	Yes	3	
New South Exit Gate & Road Improvements	\$0	\$480,000	\$0	\$0		\$480,000	Assessments & User Fees	Yes	3	
Yard Waste Road Extension & Improvements	\$0	\$0	\$420,000	\$0		\$420,000	Assessments & User Fees	Yes	3	
Improvements for C&D Operations	\$0	\$1,020,000	\$0	\$0		\$1,020,000	Assessments & User Fees	Yes	2	
Fiber & Cameras at 3 CCC's	\$200,000	\$0	\$0	\$0		\$200,000	Assessments & User Fees	Yes	1	
Leachate Evaporator Chemical Storage Building	\$390,000	\$0	\$0	\$0		\$390,000	Assessments & User Fees	Yes	1	
Dedicated right turn lane along 74th Ave SW. Auto Entry Main Gate. License Plate Cameras	\$0	\$1,625,000	\$0	\$0		\$1,625,000	Assessments & User Fees	Yes	3	
2nd CROM Tank with Double Wall	\$0	\$0	\$0	\$1,800,000		\$1,800,000	Assessments & User Fees	Yes	4	

Total Revenue	\$9,000,000	\$12,825,000	\$2,420,000	\$2,070,000	\$0	\$26,315,000
Total Expenditures	\$9,000,000	\$12,825,000	\$2,420,000	\$2,070,000	\$0	\$26,315,000
Annual Balance	\$0	\$0	\$0	\$0	\$0	\$0

Stormwater Management						
Revenue	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY2026/27	Total
Optional Sales Tax	\$1,450,000	\$6,900,000	\$250,000	\$2,300,000	\$3,500,000	\$14,400,000
Grants	\$956,331	\$0	\$0	\$0	\$0	\$956,331

Expenses	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	Total	Revenue Source	Fully Funded?	Priority Ranking 1 - Highest Priority, 5 - Lowest Priority	Notes
Sidewalks along 2nd Street from Old Dixie Highway to 20th Avenue (1.25 miles)	\$ 100,000	\$ 100,000	\$ 500,000			\$ 700,000	Optional Sales Tax	Yes	1	
Design & Engineering	\$ 100,000					\$ 100,000				
Right-of-Way		\$ 100,000				\$ 100,000				
Construction			\$ 500,000			\$ 500,000				
Traffic Controllers	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000	Gas Tax	Yes	1	
Traffic Camera Replacement Program		\$ 75,000				\$ 75,000	Gas Tax			
Traffic Camera Replacement Program	\$ 75,000					\$ 75,000	Optional Sales Tax			
Traffic Fiber Optic	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000	Optional Sales Tax			
Road Stripe Replacement			\$ 420,000	\$ 420,007	\$ 400,000	\$ 1,240,007	Gas Tax	Yes	1	
Road Restriping-ARPA							ARPA	Yes	1	
Road Resurfacing-ARPA	\$ 472,705					\$ 472,705	ARPA	Yes	1	
Sidewalks and Designated Bicycle Lanes	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000	Optional Sales Tax	Yes	1	
Sidewalks and Designated Bicycle Lanes- painting & signs	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000	Gas Tax			
Design & Engineering										
Right-of-Way										
Construction	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 1,125,000				
Trans-Florida Rail Trail Greenway Phase II	\$ 174,979					\$ 174,979	Optional Sales Tax	Yes	1	
	\$ 389,270	\$ 530,910				\$ 920,180	FDOT			
Design & Engineering										
Right-of-Way										
Construction	\$ 564,249	\$ 530,910				\$ 1,095,159				
Vero Lake Estates 25% Petition Millings- 104th Ave-79th to 87th	\$ 380,000	\$ 262,500				\$ 642,500	Gas Tax	Yes	2	
Vero Lake Estates 25% Petition Millings- 104th Ave-79th to 87th	\$ 1,140,000	\$ 787,500			\$ 569,000	\$ 2,496,500	Assessments			
Design & Engineering	\$ 20,000	\$ 50,000				\$ 70,000				
Construction	\$ 1,500,000	\$ 1,000,000			\$ 569,000	\$ 3,069,000				
Total Transportation										
Design & Engineering	\$ 5,580,250	\$ 300,000	\$ 400,000	\$ 350,000	\$ 50,000	\$ 6,680,250				
Right-of-Way	\$ 5,000,000	\$ 7,150,000	\$ 3,425,000	\$ 2,500,000	\$ 2,500,000	\$ 20,575,000				
Construction	\$ 62,734,046	\$ 34,101,097	\$ 40,255,607	\$ 22,393,140	\$ 12,794,000	\$ 172,277,890				
Traffic Controllers & Fiber Optic	\$ 425,000	\$ 425,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,900,000				
Road Stripe Replacement	\$ -	\$ -	\$ 420,000	\$ 420,007	\$ 400,000	\$ 1,240,007				
Road Strip & Resurfacing ARPA	\$ 472,705	\$ -	\$ -	\$ -	\$ -	\$ 472,705				
Total Transportation	\$ 74,212,001	\$ 41,976,097	\$ 44,850,607	\$ 26,013,147	\$ 16,094,000	\$ 203,145,852				

City of Fellsmere City Council
Agenda Request Form

Meeting Date: March 7, 2024

Agenda Item No. 14(b)

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Florida Clean Water State Revolving Fund ("CWSRF") Application for City of Fellsmere Force Main Extension Project

RECOMMENDED MOTION/ACTION: Authorize Mayor to approve and/or sign application for CWSRF Grant/Loan funding

Approved by City Manager  Date: 3-4-24

Originating Department: Grants	Costs: \$2,916,485.85 Funding Source: Grant/Loan	Attachments: Resolution 2024-29
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input checked="" type="checkbox"/> Utility Department _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

Staff seeks to authorize the submittal of a CWSRF Loan Program grant application for approval. The purpose of this grant is to fund the construction of a wastewater system improvement project (including removal of septic tanks as connections are made) that includes gravity sewer, lift station and associated force main to be installed along CR 512 to provide sewer service to the industrial park, some residential users, and a portion of the City's downtown area.

**RESOLUTION
NO. 2024-29**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE APPLICATION FOR A \$2,916,485.85 LOAN; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW31032 (the “Project”) for the construction of a City’s Force Main Extension Project westward along County Road 512 to the Commerce Park as eligible for available funding; and

WHEREAS, the City of Fellsmere, Florida, intends to enter into a loan agreement (the “Loan”) for \$2,916,485.85 with the Department of Environmental Protection under the State Revolving Fund for Project financing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fellsmere, Indian River County, Florida, as follows:

SECTION 1. RATIFICATION. The above recitals are hereby ratified, confirmed, and adopted as legislative findings of the City Council.

SECTION 2. AUTHORIZATION. The City of Fellsmere, Florida, is authorized to apply for a loan to finance the Project.

SECTION 3. REVENUES. The revenue pledged for the repayment of the Loan is from wastewater *revenues*. There are no senior liens encumbering the City’s pledge of revenue for repayment of the Loan.

SECTION 4. ASSURANCE AUTHORIZATION. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5. AUTHORIZED REPRESENTATIVE. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties; authorized to represent the City in carrying out the City's responsibilities under the loan agreement; and to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6. LEGAL AUTHORITY. The legal authority for borrowing monies to construct this Project is S.2 (b) Art. VIII of the State Constitution, Sec. 166.021 Powers, Florida Statutes, Chapter 180 Municipal Public Works, Florida Statutes and Sec. 381.0065 Onsite Sewage Treatment and Disposal Systems and Regulations, Florida Statutes.

SECTION 7. CONFLICT. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any section, part of a sentence, paragraph, phrase, or word of this Resolution is for any reason held to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid or inoperative part.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member _____ . The motion was seconded by Council Member _____ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerald W. Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2024.

CITY OF FELLSMERE, FLORIDA

ATTEST:

Joel Tyson, Mayor

Maria Sanchez-Suarez, City Clerk

APPROVED AS TO FORM AND
LEGALITY

Warren W. Dill, Esq., City Attorney

City of Fellsmere City Council
Agenda Request Form

Meeting Date: March 7, 2024

Agenda Item No. 14(c)

☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

☐ RESOLUTION
☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☒ **BID/RFP AWARD**

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Hurricane Loss Mitigation Program ("HLMP") for Critical Facility Hardening of the Water Plant Proposal

RECOMMENDED MOTION/ACTION: Award proposal and authorize Mayor to execute contract with Boromei Construction.

Approved by City Manager  Date: 2-28-24

Originating Department:	Costs: \$180,528.00 Funding Source: Grant	Attachments: Boromei Construction Proposal Proposed Contract
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

In April 2023, City Council authorized an application to the State of Florida Division of Emergency Management Hurricane Loss Mitigation Program for a grant to obtain funding for hardening improvements to the Water Plant to mitigate against future high wind events and ensure potable water is available to residents at all times, including during natural disasters.

Staff received one proposal for the construction of this project. Boromei Construction was the lowest and only bidder at \$180,528.00. Staff is recommending Boromei Construction. Boromei Construction has done similar jobs for the City and in the Treasure Coast area which were favorably reviewed. As such, staff could find no reason to rule out the lowest and only proposal from Boromei Construction. The City received a single bid and the State of Florida, Division of Emergency Management has indicated that the City does not need to put this project out to bid again and may accept the sole, single bid.

ATTACHMENT A

BID FORM

PUBLIC WORKS BUILDING HARDENING
PROJECT #DEM-HL00080

To: GRANT ADMINISTRATOR, City of Fellsmere, 22 South Orange Street, Fellsmere, Florida 32948 (Note: As used hereinafter *Bidder* shall mean *Bidder* or *Contractor*, as the case may be, and *City* shall mean *The City of Fellsmere*).

IN COMPLIANCE WITH the City of Fellsmere's Invitation to Bid, dated January 17, 2024, the undersigned, BCI, proposes and agrees as follows:
Boromei Construction Inc.

1. Being familiar with the local conditions affecting the cost of the Work, and with the contract documents, including the Invitation for Bids, Instructions to Bidders, general and specific specifications, and plans and addenda Nos. 1 on file in the office of the City Clerk of the City of Fellsmere, 22 South Orange Street, Fellsmere, Indian River County, Florida, and in accordance with the provisions of the foregoing documents, the undersigned Bidder proposes to furnish all work and labor, materials and equipment necessary for the following, in accordance with said specifications and plans for **PUBLIC WORKS BUILDING HARDENING, PROJECT #DEM-HL00080**, or as the case may be, for the sum of \$ 140,524.00.

2. To do any extra work which may be ordered by the City or its authorized representative, and to accept as full compensation therefore such prices as may be agreed upon in writing by the City and the Contractor in the Contract Documents.

3. In submitting the bid, it is understood that the City reserves the right to reject any and all bids. It is agreed that this bid may not be withdrawn except as provided in the Instructions to Bidders.

4. This bid is accompanied by a bidder's bond or a certified check, as the case may be, 5 % made payable to the City of Fellsmere in sum of \$ 9064 which is an amount not less than 5 % of the total amount of the bid. The undersigned deposits said bond or said sum as bid security, which is conditioned on the undersigned entering into a contract with City as specified in the contract documents accompanied by required labor and material and faithful performance bonds with sureties satisfactory to the City and the required certificates of insurance coverage. This bid security shall constitute liquidated damages and shall not be a penalty if the Bidder fails to enter into a contract in accordance with the bid proposal. If the City is required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay the City's reasonable attorney's fees incurred, with or without suit.

5. Within ten (10) days from the date of acceptance of this proposal, to execute the contract and to furnish to the City a Performance Bond in an amount equal to 125% of the contract price and a Payment Bond in an amount equal of 100% of the contract price. The Contractor shall provide two (2) separate bonds, a combined Payment and Performance Bond is unacceptable.

6. The undersigned proposes to complete the work in 120 calendar days from the date of award of the contract.

7. To pay to the City as liquidated damages, and not as a penalty, on the account of delay, for each calendar day elapsing between the date herein specified as the date for full completion and the actual date of full completion of the contract work, the amount of \$250.00 per day, pursuant to the terms of the Supplemental Conditions.

8. Catalogues, drawings, specifications, performance data and other descriptive information of special equipment or other items required by the specifications, are included with this bid, in N/A.

9. Bidder certifies that no member of the Council of the City of Fellsmere shall benefit directly or indirectly from the contract, that this proposal is made without connection with any other person, company or party making a bid or proposal, and that this proposal is in all respects fair and in good faith, without collusion or fraud.

10. Bidder hereby certifies that it has all licenses and permits required by Federal, State, and local law, statute, regulation and/or ordinance. The Bidder's Contractor's License No. is CGC1508299.

11. Bidder hereby acknowledges receipt of the following addenda:

No.: 1, date: 1.18.2024; No.: _____, date: _____;
No.: _____, date: _____; No.: _____, date: _____.

The names of all persons interested in the foregoing proposal as principals are as follows: (If the bidder or other interested person is a corporation, state the legal name of the corporation, also the names of the president, secretary, treasurer and manager thereof; if a partnership, state true name of the firm, also names of all individual partners composing the firm; if the bidder or interested person is an individual, please state their first and last name in full.)

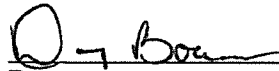
Boromei Construction Inc. - Danny Boromei - President, Thomas C. Close - Vice President
Sheryl Wells - Treasurer, Melissa Stone - Secretary.

SIGNATURE OF BIDDER*

Dated 2.13-2024

Name of Bidder:

Boromei Construction Inc.



Signature

By: Danny Boromei - President Print Name & Title

By: _____ Print Name & Title

Address: 420B NW 3rd Street
Okeechobee, FL 34972

Phone: 863.623.4314

Email: danny@boromeiconstruction.com

* If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth below, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the bidder is an individual, the individual's signature shall be placed below.

ATTACHMENT B

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Boromei Construction Inc. as Principal and ^{Travelers Casualty and} Surety Company of America as Surety, a corporation duly organized under the Laws of the State of CT with its principal offices located at One Tower Square, Hartford, CT 06183 and authorized to do business in the State of Florida, are held and firmly bound unto CITY OF FELLSMERE (hereinafter *City*) in the penal sum of Five Percent (5%) of the Contractors Bid, lawful money of the United States, amounting to Five Percent of the Contractors Bid 5 % of the total bid price, for the payment of which, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The reason for this obligation is that the Principal has submitted the accompanying bid dated February 13th, 2024, for the PUBLIC WORKS BUILDING HARDENING Project #DEM-HL00080.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the contract documents and shall within ten (10) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of laborers and material men, then the above obligation shall be void and of no effect; provided, however, that, in the event of the withdrawal of said bid within the periods specified or the failure to enter into said contract and give such bonds within the time specified, then the Principal shall forfeit the said bid bond amount to the City, paying to City Five Percent of the Contractors Bid 5 % of the total bid price.

It is further agreed that if the CITY is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 13th day of February, 2024, the name and

corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES (if individual)

Courtney Gallozzi

PRINCIPAL

Boromei Construction Inc.

By: Danny Boromei
Title Danny Boromei Jr, President

ATTEST (if corporation)

Melissa St

Title Corp. Secretary

Travelers Casualty and
Corporate Seal Surety Company of America
SURETY

By: [Signature]
Title Matthew T Smith, Attorney-in-Fact

Any claims under this bond may be addressed to:

Name and address of Surety

Acrisure LLC dba Smith Insurance & Bonds

5260 Summerlin Commons Way Suite 302

Fort Myers, FL 33907

Name and address of agent or
Representative in Florida
If different from above

N/A

Telephone number of Surety
and agent or representative in Florida

239.243.9729

ATTEST

Cathy Phan

Title

Cathy Phan, Account Executive

Corporate Seal

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MATTHEW T SMITH** of **FORT MYERS**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

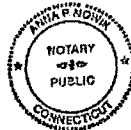
By: _____

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of February, 2024.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Attachment C

STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Contractor certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (c) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (d) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- (e) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received

Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (f) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (g) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (h) It will comply with the provisions of 5 U.S.C. Sections 7321-7326 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special

Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/USfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.
 - (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (1)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition

measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

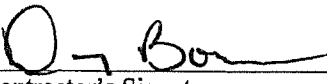
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements

of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601- 3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (u) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 54 U.S.C. 3125
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:

- a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level, and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.


Contractor's Signature

Danny Boromei

2.13.2024
Date

ATTACHMENT D1

INFORMATION REQUIRED OF BIDDERS GENERAL INFORMATION

THE UNDERSIGNED BIDDER GUARANTEES THAT THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CONSIDERED SUFFICIENT JUSTIFICATION TO DISQUALIFY A BIDDER. ADDITIONAL SHEETS SHALL BE ATTACHED AS REQUIRED.

1. Contractor's Name/Address Boromei Construction Inc.
420B NW 3rd Street, Okeechobee, FL 34972
2. Contractor's Telephone Number: 863.623.4314
3. Contractor's Email: danny@boromeiconstruction.com
4. Contractor's License: CGC1508299
5. Number of years as a Contractor in construction work of the type involved in this contract: 20+ Years
6. What is the last project of this nature that you have completed?
City of Clewiston - Clewiston Police Department Renovation
Completed in March 2019.
7. Have you ever failed to complete work awarded to you; if so, where and why? No
8. List the names and titles of all officers of Contractor's firm
Danny Boromei - President, Thomas C. Close - Vice President,
Melissa Stone - Secretary, Sheryl Wells - Treasurer
9. Name of person who inspected site or proposed work for your firm:
Name: Chris Rossi
Date of Inspection: 1.30.2024

NOTE: If requested by the City of Fellsmere, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

ATTACHMENT D2

LIST OF SUB-CONTRACTORS

The Bidder **SHALL** list below the name and address of each Sub-Contractor who will perform work under this Contract in excess of one-half percent of the total bid price and shall also list the portion of the work which will be done by such Sub-Contractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Fellsmere. Sub-Contractors must be properly licensed and hold a valid Certificate of Competency.

	<u>Work to be Performed</u>	<u>Sub-Contractor's Name/Address</u>
1.	Roofing	Atlantic Roofing II of Vero Beach, Inc.
		4310 45th Ave Vero Beach, FL 32967
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Note: Attach additional sheets if required.

EXHIBIT D-3

SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the: Bid Form for The City of Fellsmere PUBLIC WORKS BUILDING HARDENING PROJECT #DEM-HL00080

2. This Sworn Statement is submitted by Boromei Construction Inc.,
(Legal Name of Entity Submitting Sworn Statement)
hereinafter "BIDDER". The BIDDER's address is 420B NW 3rd Street, Okeechobee, FL 34972
BIDDER's Federal Employer Identification Number (FEIN) is 20-1321621.

3. My name is Danny Boromei and my relationship to the BIDDER
(Print Name of Individual Signing)
is President.
(Position or Title)

I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et. seq. Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.

6. The BIDDER has allocated and included in its Bid the total amount of \$ _____, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: N/A

7. The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness, or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

The BIDDER has allocated and included in its Bid the total amount of \$ _____ based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: N/A

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

8. The BIDDER, in submitting this Bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER: Boromei Construction Inc.

By: Danny Boromei

Position or Title Danny Boromei - President

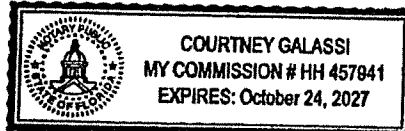
Date: 2.13.2024

STATE OF
COUNTY OF

Personally appeared before me, the undersigned authority, Danny Boromei
who after first being sworn by me, affixed his/her signature in the space provided above on this
13 day of February, 2024.

Courtney Galassi

Notary Public, State at large
My Commission Expires:



END OF SECTION

ATTACHMENT E

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. B0189 for **PUBLIC WORKS BUILDING HARDENING, PROJECT #DEM-HL00080.**
2. This sworn statement is submitted by Boromei Construction Inc.
(Name of entity submitting sworn statement)
whose business address is 420B NW 3rd Street, Okeechobee, FL 34972 and
whose mailing address, if different, is: Same as above.
Its Federal Employer Identification Number (FEIN) is 20-1321621. (If the
entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)
3. My name is Danny Boromei (please print name of
individual signing) and my relationship to the entity named above is President.
4. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g),
Florida Statutes, is a violation of any State or Federal law by a person with respect to
and directly related to the transaction of business with any public entity or with an
agency or political subdivision of any other State or with the United States, including,
but not limited to, any bid or contract for goods or services to be provided to any
public entity or any agency or political subdivision of any other state or of the United
States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.
5. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with
or without an adjudication of guilt, in any Federal or State trial court of record
relating to charges brought by indictment or information after July 1, 1989, as a result
of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
6. I understand that an *affiliate* as defined in Paragraph 287.133(1)(a), Florida Statutes,
means:
 - (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management
of the entity and who has been convicted of a public entity crime. *Affiliate*
includes those officers, directors, executives, partners, shareholders, employees,
members, and agents who are active in the management of an affiliate. The
ownership by one person of shares constituting a controlling interest in another
person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

7. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
 - ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
 - ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
 - ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Dated: 2.13.2024

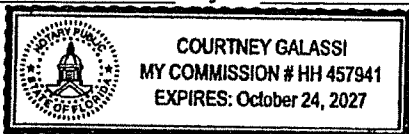
Danny Boromei
(Signature) Danny Boromei

STATE OF Florida

COUNTY OF Okeechobee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Danny Boromei who, after first being sworn by me, affixed his/her signature in the
space provided above on this 13 day of February, 2024.

WITNESS my hand and official seal in the State and County last aforesaid this
____ day of _____, 2024.



Courtney Galassi
Notary /State of Florida at Large

Personally Known ☒ OR produced identification _____

Type of identification produced: _____

ATTACHMENT F

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida }

County of Okeechobee }

Danny Boromei, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Boromei Construction Inc. the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Danny Boromei
(Title) Danny Boromei - President

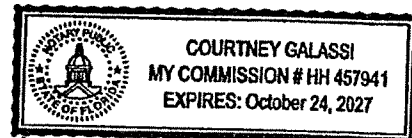
STATE OF { Florida }
COUNTY OF { Okeechobee }

The foregoing instrument was acknowledged before me this February 13, 2024
(Date)

by: Danny Boromei who is personally known to me or who has produced
as identification and who did (did not) take an oath.

Courtney Galassi Courtney Galassi
Notary (print & sign name)

Commission No. HH 457941



ATTACHMENT G

CERTIFICATION OF E-VERIFY

PUBLIC WORKS BUILDING HARDENING

CITY OF FELLSMERE/PROJECT #DEM-HL00080

Project Description:

- Opening protection activities; including shutters, impact resistant glass and door openings.
- Load Path activities; including strapping, clips, and gable end reinforcement.
- Roofing activities, including sheathing, fastening, secondary water barrier and roof ventilation reinforcement.

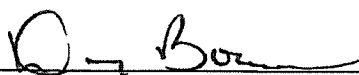
Contractor acknowledges and agrees to the following:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Local Agency.

Company/Firm: Boromei Construction Inc.

Authorized

Signature: 

Written Name: Danny Boromei

Title: President

Date: 2.13.2024

ATTACHMENT H
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, Atlantic Roofing II of Vero Beach, Inc. certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

Atlantic Roofing II of Vero Beach, Inc.
(Name of Company)

By: Kimberly Lasky
Signature

The City of Fellsmere
Recipient's Name

Kimberly Lasky, President
Name and Title

B0189
DEM Contract Number

4310 45th Street
Street Address

DEM-HL00080
Project Number

Vero Beach, FL 32907
City, State, Zip Code

2/13/24
Date



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Pritchards And Associates
10791 SW Tradition Square
Port Saint Lucie FL 34987

CONTACT NAME: Jennifer Kerns

PHONE (A/C, No, Ext): (772) 345-7700

FAX (A/C, No):

E-MAIL ADDRESS: Jennifer@pritchardsinc.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Southern Owners

10190

INSURER B : Auto-Owners Insurance Company#~

18988

INSURER C : Scottsdale Ins Co.

INSURER D : CAPITOL SPECIALTY INS CORP

10328

INSURER E :

INSURER F :

INSURED
Boromei Construction, Inc.
420B NW 3RD ST
OKEECHOBEE FL 34972-4129

BOROCON-01

COVERAGES

CERTIFICATE NUMBER: 1738315937

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72744569	4/1/2023	4/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5174456900	7/6/2023	7/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XBS0181627	4/1/2023	4/1/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D A	Pollution Installation Floater			EV20200133-04 72396877	2/7/2023 5/31/2023	2/7/2024 5/31/2024	Each Poll. Incident Coverage Aggregate Building Materials 1,000,000 2,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes
Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PRITCHARDS AND ASSOCIATES INC 1802 SOUTH PARROTT AVENUE OKEECHOBEE FL 34974	CONTACT NAME: LOWELL PRITCHARD PHONE (A/C, H/d, Ext): (863) 261-8702 FAX (A/C, No): E-MAIL ADDRESS: LPRITCHARD@PRITCHARDSINC.COM INSURER(S) AFFORDING COVERAGE INSURER A: FWCJUA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED BOROMEI CONSTRUCTION INC 420B NW 3RD ST OKEECHOBEE FL 349720000 FEIN: 20-1321621	

COVERAGES

CERTIFICATE NUMBER: 2305230013

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6G468910	5/21/2023	5/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SouthState Bank N.A.
802 W Lumsden Rd.

Bradenton

FL 33511

Phone Number: (813) 423-7431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTRACT

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein this agreement is made on _____(date), by and between the City of Fellsmere, a municipal corporation of Indian River County in the State of Florida (hereinafter referred to as *City*), and Boromei Construction, Inc. of Okeechobee, Okeechobee County, Florida, duly licensed as a contractor in Florida, holding currently valid Contractor's License no. CGC1508299, (hereinafter referred to as *Contractor*), effective as hereinafter set forth.

1.0 The Work. Contractor shall furnish, except as otherwise provided, at contractor's own cost and expense, all labor, services, material, and work for the construction and completion of the work to be done under this contract (hereinafter referred to as *the Work*), which is generally described as follows:

PUBLIC WORKS BUILDING HARDENING
PROJECT #DEM-HL00080

- Opening protection activities: including shutters, impact resistant glass and door openings.
- Load Path activities: including strapping, clips, and gable end reinforcement.
- Roofing activities: including sheathing, fastening, secondary water barrier and roof ventilation reinforcement.

(hereinafter referred to as *Project*).

Contractor will construct and complete the Work in a thorough, skillful, and substantial manner in every respect to the satisfaction and approval of Christopher Rhoden, Assoc. AIA, Tsark Architecture, LLC, 1990 W. New Haven Ave., Suite 306, Melbourne, Florida 32904 [hereinafter referred to as *the Designer*], within the time specified in this contract and in strict accordance with the instructions and information contained in the Notice to Bidders, Instructions to Bidders, Bid Form, this contract, any performance or other surety bond and the drawings and specifications, including all addenda incorporated in any of the above-mentioned documents before the execution of this contract. All of the above documents are made a part of this contract and form the *Contract Document* as fully as if set forth at length herein.

1.1. Contractor shall execute work shown on the drawings even though not particularly described in specifications and all work described in the specifications even though not shown on the drawings. Contractor shall furnish everything necessary for the proper and complete execution of the work even though express reference to any detail of it is omitted from either the drawings or specifications.

2.0 City Design Representative. The Designer shall act as City's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Designer in the Contract Documents with respect to completion of the Work in accordance with the Contract Documents.

3.0 Contract Time. All of the Work shall be completed for the entire Project and ready for

final payment within one hundred twenty (120) calendar days from the date when Contract Time commences to run. The parties recognize that time is of the essence with respect to this Agreement and the Work. Failure to timely complete the Work as provided herein shall subject the Contractor to the Liquidated Damages provision which is set forth in Article G of the Supplemental Conditions. The construction of the Work shall commence no later than ten (10) days after the date for commencement in the Notice to Proceed.

4.0 Drawings And Specifications.

4.1. The Contract Documents, which comprise the entire agreement between City and Contractor concerning the Work, are set forth in the attached Exhibit "A." There are no other Contract Documents other than those set forth on Exhibit "A." Contract Documents may be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

4.2. Any copies of the drawings and specifications that are reasonably required for the execution of the work will be furnished to contractor free of charge, unless otherwise provided.

4.3. Contractor shall keep him/her/itself supplied with the latest issues of all drawings and specifications and shall keep one copy of the same at the site of the work in good order available to Designer.

4.4. The drawings and specifications, and any copies of the drawings and specifications, are and shall remain the property of City and shall not be reused on other work by contractor. These documents shall be delivered to the Designer at the completion of the work, or earlier if required.

4.5. City shall promptly furnish contractor with any additional instructions, by means of drawings or otherwise, as are required to proceed with the Work. All such drawings and instructions shall be consistent with, and reasonably inferable from, the contract. The Work shall be executed in conformity with these instructions. Contractor shall do no work without proper drawings and instructions.

5.0 Contract Price; Compensation. In addition to the extra charges expressly mentioned and provided for herein, City shall pay and Contractor shall receive the prices stipulated in the proposal attached to this contract as Exhibit "B" as full and complete compensation for everything furnished and done by Contractor under this contract, including loss or damage arising out of the Work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the Work; for all risks of every description associated with the Work; for all expenses incurred due to the suspension or discontinuance of the Work; and for well and faithfully completing the Work as provided in this Agreement.

6.0 Method Of Payment.

6.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Designer as provided in the General Conditions.

6.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payments as recommended by Designer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraphs 2.05 and 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Partial and final release of liens satisfactory to the City and the Designer demonstrating that the previously paid monies have been used to satisfy all costs incurred in the performance of the work shall be required. (Submit application to the Designer by the 25th of preceding month.)

6.2.1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Designer determine, or City may withhold, in accordance with paragraph 14.02.B.5. of the General Conditions:

95% of Work completed, and
95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to City as provided in paragraph 14.02 of the General Conditions).

6.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by the Designer as provided in said paragraph 14.07.C.

6.4 The monies due hereunder shall not bear interest.

7.0. Contractor's Representations. As an inducement for City to enter into this Agreement Contractor makes the following representations.

7.1. Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, site, locality, and all other local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. Contractor has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, which are identified in the Supplemental Conditions as provided in paragraph 2.05 of the General Conditions.

7.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional

examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. Contractor has given the Designer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Designer is acceptable to Contractor.

8.0 Notice. Notice shall be given as provided in Article 17 of the General Conditions. The addresses of City, Contractor, and the Designer for the purpose of giving notice are as follows:

City of Fellsmere:
Grant Administrator
City of Fellsmere
22 South Orange Street
Fellsmere FL 32948-6700
Email: grantadmin@cityoffellsmere.org

Contractor:
Danny Boromei, President
Boromei Construction, Inc.
420B NW 3rd Street
Okeechobee, FL 34972
Email: danny@boromeiconstruction.com

Designer:
Christopher Rhoden, Assoc. AIA
Senior Project Manager
Tsark Architecture, LLC
1990 W. New Haven Ave., Suite 306
Melbourne, Florida 32904
Office: 321-241-6378
Mobile: 321-720-1386
Email: chris@tsarkarchitecture.com

9.0 Archeological Requirements. If any archeological remains are discovered during ground disturbance or construction, work shall cease immediately and the City of Fellsmere and the Florida Division of Historic Resources shall be contracted immediately to determine what further action, if any, will be necessary to comply with Section 106 of the National Historic Preservation Act.

10.0 Public Records.

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 AT 22 SOUTH ORANGE STREET, FELLSMERE, FLORIDA 32948 (772) 646-6301 CITYCLERK@CITYOFFELLSMERE.ORG

10.1 Requirements. The Contractor shall comply with Florida public records law, specifically to:

10.1.1 Keep and maintain public records required by the City to perform the service.

10.1.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119.07 F.S., as amended, or as otherwise provided by law.

10.1.3 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 records to the City.

10.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

10.2 Requests. Requests for public records shall be processed as follows:

10.2.1 If Contractor receives a request to inspect or copy public records relating to the City's contract with the Contractor, the Contractor shall advise the requesting party that the request must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the

records to the City or allow the records to be inspected or copied within a reasonable time.

10.2.2 If the Contractor does not comply with the City's request for the records, such refusal to comply shall constitute grounds for immediate cancellation of this contract at the sole discretion of the City.

10.2.3 Should the Contractor fail to provide the public records to the City within a reasonable time the Contractor may be subject to penalties under Section 119.10 F.S.

10.3 Enforcement. Enforcement of requests for public records by civil action will be processed as follows:

10.3.1 If a civil action is filed against the Contractor to compel production of public records relating to the City's contract for services, the Court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

- (a) The Court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.

10.3.2 A notice complies with subparagraph 17.03.1(b) if is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed in this contract or to the Contractor's registered agent. Such notice must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

10.3.3 A Contractor who complies with public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

11.0 Execution. City and Contractor each binds itself, and as the case may be, its partners, its permitted successors and assigns, and its legal representatives to the other party hereto and to that parties' partners, permitted successors and assigns, and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents. If not otherwise specifically set forth, this Agreement shall be effective on the date of the last of the parties to sign.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed in triplicate at _____ (*place of execution*) on the date(s) indicated below. This Contract will be effective on _____.

Dated: _____

Dated: _____

City of Fellsmere

Contractor: _____

By: _____
Print Name and Title

By: _____
Print Name and Title

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ (name of person) as _____ (type of authority, . . . e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

Notary Public - State of Florida
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT “A”

CONTRACTORS DOCUMENTS OUTLINE

Bid package

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Bid Bond
- Statement of Assurances
- Information Required of Bidders
- List of Sub-Contractors
- Sworn Statement under the Florida Trench Safety Act
- Statement of Public Entity Crimes
- Non-Collusion Affidavit of Prime Bidder
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contract Forms

- Notice of Award
- Contract
- Payment Bond
- Performance Bond
- Notice to Proceed
- Request for Payment
- Substantial Completion
- Final Certification
- Final Payment
- Change Order
- Daily Report

General Conditions

Supplemental Conditions

Technical Specifications

Plans

EXHIBIT “B”

City of Fellsmere City Council
Agenda Request Form

Meeting Date: March 7, 2024

Agenda Item No. 14(d)

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input checked="" type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: New York Ditch Pipes Bid Award

RECOMMENDED MOTION/ACTION: Approve Florida Site Contracting as lowest responsive bidder and authorize Mayor to sign contract.

Approved by City Manager *Maunula* **Date:** 2-28-24

Originating Department:	Costs: \$ 610,482.75 Funding Source: Acct. # Grant/Infrastructure	Attachments: Florida Site Bid Bid Comparison Sheet (TBD) Draft Construction Contract
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

In 2019, the City applied for a disaster recovery funding due to hurricane Irma. The City is able to apply for funding to address damage caused by Hurricane Irma. A grant agreement was executed in late 2020 and the project has been under design and permitting since. The initial bid was rejected due to only one bidder. This second bid resulted in three bids. Two were in excess of \$1.4M while the Florida Site Contracting bid was just over \$600k. Due to the timing of the bid opening and grant deadline, moving forward with this item while staff continues to vet the preferred vendor was required. Staff will present to Council the results of our due diligence on Florida Site Contracting at the meeting.

The grant award is \$825K with a required \$100K local match. Match will be used for design and construction engineering inspection services. The CEI services have not been selected yet. At the March 21st Council meeting, staff will present an item to utilize AE Engineering, a continuing service engineer, for this work. Duration of work is expected to be six months.

Numerous homes and businesses in the New York Ditch drainage basin experience water intrusion as a result of the hurricane. The proposed project will replace all culverts along the New York Ditch with proper size pipes set at the proper elevations thus reducing the flood stage in that basin. The grant is through the Community Development Block Grant program. Local funds would be used to cover survey, design, permitting, and project oversight.

copy



**BID, CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
NEW YORK AVENUE DITCH IMPROVEMENTS
CITY OF FELLSMERE/FLORIDACOMMERCE PROJECT NO. IR016
BID NO. 2024 -3**

PREPARED FOR
THE CITY OF FELLSMERE
INDIAN RIVER COUNTY, FLORIDA
JOEL TYSON, MAYOR
FERNANDO HERRERA
GERALD RENICK
JESSICA SALGADO
INOCENSIA HERNANDEZ

MARK D. MATHES, CITY MANAGER

Prepared By:

Laura Hammer, Grant Administrator

The following completed documents shall be required to comprise a completed Bid submittal:

- **A -- Bid Form, including Schedule of Bid Prices**
- **B -- Information Required of Bidders**
- **C -- Bid Bond Form (if Surety Bond is used)**
- **D -- Public Entity Crimes Statement**
- **E -- Equal Employment Opportunity Requirement**
- **F -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- **G -- Sworn Statement Under the Florida Trench Safety Act**
- **H -- Non-Collusion Affidavit of Prime Bidder**
- **I -- Certification of E-Verify**
- **J -- Build America Buy America Certification of Compliance**
- **K -- Certification Regarding Lobbying**
- **L -- Copeland Anti-Kickback Certification**
- **M -- Certification Regarding Contract Hours and Safety Standards**
- **N -- Drug Free Workplace Certification**
- **O -- Section 3 Forms**
- **P -- Davis-Bacon Act**

INSTRUCTIONS TO BIDDERS
CITY OF FELLSMERE
NEW YORK AVENUE DITCH IMPROVEMENTS

Bids will be received by the City Clerk of the City of Fellsmere, Indian River County, Florida, at the place and until time specified in the Invitation to Bid and then publicly read aloud. (Note: A bidding party may be referred to hereinafter as *Bidder* or *Contractor*, as the case may be. The City of Fellsmere may be referred to hereinafter as the *City*.).

1.0 Preparation of Bids.

1.1 Bids may be submitted in duplicate on the Bid Forms furnished by City or copies thereof. Bidders shall strictly comply with the requirements of the Invitation to Bid, these instructions, and the instructions on the bid form. All designations and prices shall be fully and clearly set forth. Copies of the bid shall be identical. All blank spaces in the bid form shall be suitably completed.

1.2 Each bid must give the full business address of bidder and be signed in blue ink by bidder with bidder's usual signature. Bids by corporations must be signed in blue ink with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary or other person authorized to bind the corporation. Bids by partnerships must furnish the full names of all partners and must be signed in blue ink with the partnership name by a member of the partnership or by an authorized representative, followed by the signature and title of the person signing. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes *president, secretary, agent* or other title to his or her signature without disclosing the principal, may be held to be the bid of the individual signing. When requested by City, satisfactory evidence of the authority of the officer signing on behalf of a corporation must be furnished.

1.3 Bids shall be completed in ink or typewritten. Erasures or other changes in the bids shall be explained or noted over the signature of bidder.

1.4 The bid price stated in the proposal shall include all taxes, license and permit fees and assessments, which might be lawfully assessed against the City or Contractor on the date of the proposal. This shall include applicable federal, state, and local taxes, license fees, sales taxes, use taxes, occupational assessments, and similar taxes.

1.5 The Bid shall acknowledge receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

1.6 The address to which communications regarding the Bid are to be directed shall be shown.

1.7 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder, and accompanied by a completed Statement on Public Entity Crimes. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

1.8 For the convenience of bidders, extra sets of bid forms are available at no cost and on demand, at the offices of the Grant Administrator of the City of Fellsmere, 22 South Orange Street, Fellsmere, Florida 32948.

1.9 The successful Bidder will be responsible for compliance with all applicable safety-related Federal and State statutes and regulations.

2.0 Modification and Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Negligence on the part of Bidder in preparing the bid confers no right for the withdrawal after the bid has been opened; provided, however, that if, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with City and promptly thereafter demonstrates to the City's reasonable satisfaction that there was a material and substantial mistake in the preparation of such Bid, that Bidder may withdraw such Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

3.0 Opening Bids. Bids will be opened publicly and read aloud for the information of bidders and others properly interested who may be present, either in person or by a representative. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. All Bids shall remain open for sixty days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

4.0 Alternative Bids. Alternative bids will not be considered unless they have been requested.

5.0 Interpretation of Contract Documents. Oral interpretations as to the meaning of the drawings and specifications or other contract documents will not be given to any bidder. Every request for interpretation shall be made in writing, addressed, and forwarded to Grant Administrator of the City of Fellsmere, 22 S. Orange Street, Fellsmere, Florida 32948, ten (10) or more days before the date for opening of bids. Every interpretation made to a bidder will be in the form of an addendum to contract documents, which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

6.0 Conditions of Work. Each bidder shall visit the site of the proposed work and inform him/her/itself of the conditions relating to construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in the bid.

7.0 Examination of Information Concerning Supplies or Manufactured Articles. The Bidder or Bidder's authorized agent is expected to examine the maps, drawings, specifications, circulars, schedules, and all other instructions pertaining to the work, which will be open to inspection. Failure to do so will be at Bidder's own risk, and Bidder will not be entitled to secure relief due to error in the bid. In case of error in the extension of prices, the unit price will govern.

8.0 Submission of Information Concerning Supplies or Manufactured Articles. In bids for supplies or manufactured articles, Bidder will state whether Bidder is a manufacturer of or a

regular dealer in the articles. If practical to do so, a bidder who is not a manufacturer will give the name of the manufacturer from whom the articles are to be obtained, including catalog references.

9.0 Qualification of Bidder. Each bidder must furnish a statement, on the form furnished for that purpose, of a bidder's construction experience, bidder's organization available for the work contemplated and such other information as is required by the Supplemental Conditions. The statement must be submitted at or within the time given in the statement. City shall have the right to take such steps as it deems necessary to determine the ability of Bidder to perform the work, and Bidder must furnish to City all such information and data for this purpose as City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by Bidder does not satisfy City in its sole discretion that Bidder is qualified to properly carry out the terms of the contract.

10.0 Bid Security. Each bid shall be accompanied by a certified check made payable to the order of City of Fellsmere in the sum of not less than 5% of the estimated expense of the improvement, or a bond with sufficient sureties on the City-approved Bid Bond form, to be approved by City in a penal sum equal to 5% of the estimated expense of the improvement, and naming City as obligee. The security shall be returned to all bidders, except the three lowest responsible bidders within thirty (30) days after the opening of bids. The remaining security shall be returned within thirty (30) days after the bidder to whom the City has awarded the contract has executed the contract.

11.0 Contract Time. The number of days within which, or the date by which, the Work is to be completed (hereinafter the contract time) is set forth in the Agreement. When not otherwise specified, Bidder shall state the least number of calendar days, counting Sundays and holidays, after date of receipt of notice to proceed, in which Bidder will commence performance and the number of calendar days, counting Sundays and holidays, after such receipt in which Bidder will complete the work. In stating time, Bidder should make due allowance for probable difficulties that may be encountered. Time will be a consideration in evaluating the bids and the Bidders may be asked to show the Owner that their time bid is reasonable and probable.

12.0 Liquidated Damages. If the successful bidder fails or refuses to enter into a contract pursuant to the requirements of City, or fails to give the further security as prescribed in these instructions, within the time limit, then the check deposited as prescribed in these instructions, the moneys standing to the credit of Bidder and the Bidder's Bid Bond shall be forfeited to City as liquidated damages, and not as a penalty, and City shall collect the same or enforce payment of the bid bond for the benefit of the City.

13.0 Substitute Material and Equipment. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City's authorized representative, application for such acceptance will not be considered until after the "effective date of the

Agreement". The procedure for submittal of any such application by Contractor and consideration by the City or its authorized representative is set forth in the General Conditions.

14.0 Section 3 Provisions. The City of Fellsmere is required by HUD Regulation 24 CFR Part 75 to make best efforts to contract with businesses that direct economic opportunities to Section 3 workers. As part of its qualitative efforts, the City of Fellsmere has elected to institute a preference which stipulates that contract award shall be given to the bidder using the highest number of qualified Section 3 subcontractors and/or workers if the bid is reasonable and no more than ten percent (10%) higher than the lowest responsive bid from any qualified source.

15.0 Subcontractors.

15.1 The Bidder shall list proposed subcontractors on the *Questionnaire* Form.

15.2 The General Conditions require the identity of certain Subcontractors and other persons and organizations be submitted to the City in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to the City a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work for which identification is required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization, if requested by the City. If the City or its design representative, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make such substitution, the contract shall not be awarded to such Bidder. The Bidder's refusal to make any such substitution will not constitute grounds for sacrificing the Bidder's Bid Security. Any Subcontractor, other person or organization so listed and to whom City or its design representative does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and its design representative.

15.3 In contracts where the contract price is determined on the basis of the cost-of-work plus a fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to City those portions of the work that such Bidder proposes to subcontract. After the Notice of Award, the Bidder/Contractor may only subcontract other portions of the Work with City's written consent.

15.4 No Contractor shall be required to employ any Subcontractor, other person, or organization to whom or which there is reasonable objection.

16.0 Bond Requirements

16.1 A good and sufficient construction bond will be required of the contractor to whom the contract is awarded in the sum of 125% of the contract price, executed to the City of Fellsmere and conditioned on faithful performance of the work.

16.2 A good and sufficient statutory (payment) bond will be required of a contractor in the sum of 100% of the contract price executed to the City of Fellsmere and conditioned on payment of all labor, material and equipment used in the work.

16.3 All such bonds shall be on forms approved by the City and must be signed by a surety company licensed to do business in the State of Florida and acceptable to the City of Fellsmere.

17.0 Persons Interested in More Than One Bid. If more than one bid is offered by any one person, by or in the name of an agent, partner, or other person, all such bids may be rejected. However, when called for, a bidder may submit alternative bids or may quote different prices on different qualities of material or different conditions of delivery. Further, a person who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.

18.0 Time of Opening Bids. Bids received prior to the time of opening will be kept unopened in a secure place. The officer whose duty it is to open them will decide when the specified time has arrived. No bid received thereafter will be considered, except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the failure to arrive timely was due solely to delay in the delivery for which Bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered.

19.0 Award of Contract. City shall determine the lowest responsive and responsible bidder or bidders whose bid and check or bond have been made and filed in conformity with the published notice, and the contract shall be awarded to the lowest responsive, responsible bidder who also fulfills the conditions of the Section 3 provisions outlined in Section 14.0 above, unless in the judgment of City it shall be in the interests of City to reject all bids and advertise again. The City reserves the right, at its sole discretion and without cause or justification, to reject any or all bids or to award the contract in the best interests of the City. The City also reserves the right to waive any formalities, informalities, and technicalities or to reject all bids and re-advertise, at the City's sole discretion.

20.0 Interpretation of Approximate Quantities. The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Specifications as shown on the Bid Schedule, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

21.0 Contract. The Bidder to whom the Contract is awarded shall, within ten (10) days of the Notice of Award, execute and deliver five (5) copies of the following to the City: (a) signed Agreement; (b) Performance Bond; (c) Payment Bond; and (d) Certificate of Insurance.

22.0 Non-Discrimination. Believing in the dignity and worth of every person, the City is committed to social justice and therefore strongly encourages the Contractor and its subcontractors to provide equal employment opportunities to women and to minorities.

23.0 Failure to Timely Contract with City. If the Bidder to whom the contract has been awarded refuses or fails to complete the requirements of Article 21.0 above within ten (10) days after Notice of Award, the additional time in calendar days required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Bid, proceed against the Bid Bond of any Bidder failing to execute the awarded Contract. In such case, the Bidder shall be held by the City for consequential damages incurred, and the Contract shall be awarded as the City desires.

24.0 For this project, the following comprises the Bid documents:

- A. Bid Form, including Schedule of Bid Prices
- B. Information Required of Bidders
- C. Bid Bond Form (if Surety Bond is used), Letter of Credit or Check
- D. Statement on Public Entity Crimes
- E. Equal Employment Opportunity Requirements
- F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- G. Trench Safety Act
- H. Non-Collusion Affidavit of Prime Contractor
- I. Certification of E-Verify
- J. Build America, Buy America
- K. Certification Regarding Lobbying
- L. Certification Regarding Copeland Antikickback Act
- M. Certification Regarding Contract Hours and Safety Standards
- N. Drug Free Workplace Certification
- O. Section 3 Forms
- P. Davis-Bacon Act

25.0 Other. Abide by all grant conditions contained within general specifications.

Dated: January 23, 2024

City of Fellsmere

By: Laura Hammer
Laura Hammer, Grant Administrator

INVITATION TO BID

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Fellsmere until 2:00 PM on Tuesday, February 20, 2024, the bid deadline, at which time the bids will be opened, for furnishing all labor and materials for the following project:

CITY OF FELLSMERE NEW YORK AVENUE DITCH IMPROVEMENTS

Provide materials, machinery, equipment, labor, and utilities to replace approximately 18 ditch culverts; regrade approximately 7,000 LF of ditch; restore roadway and driveways where open trenching or replacement activities are completed; and other stormwater management and ancillaries needed to complete the specified design and construction.

Bids may be sent by mail or hand-delivered to 22 S. Orange Street, Fellsmere, FL 32948. Bids will be publicly opened and read aloud at the above office immediately following the above-stated closing time (bid deadline).

Bids received after the time set for the opening of the bids will not be considered and will be returned unopened, subject to the provisions of the Instructions to Bidders.

Copies of the instructions to bidders, bid forms, plans, general conditions, specifications and other bidding documents are on file in the above office and open for public inspection. Complete sets of general conditions, plans and specifications and other bidding documents may be obtained by applying to Laura Hammer, Grant Administrator, 22. S. Orange Street, Fellsmere, FL 32948 at a cost of \$50 per set, which shall be refundable if returned unmarked and in good condition, within ten (10) days after the bid opening. Additional complete sets of bidding documents will be available at a cost of \$50.00, nonrefundable.

A non-mandatory, Pre-Bid meeting will be held at Fellsmere City Hall, 22 S. Orange Street, Fellsmere, Florida 32948 on Wednesday, February 7, 2024 at 2:00 pm. All potential Bidders, potential sub-contractors, suppliers, etc., are encouraged to attend.


All bids shall be submitted on the Bid Proposal forms provided in the Specifications. Bid security in the amount of five percent (5%) of the bid must accompany the sealed proposal of each bidder as follows: a cashier's check, a certified check, or a surety bond payable to the City of Fellsmere. Deposits will be returned to unsuccessful bidders. If the Contract is awarded to a Bidder, that Bidder shall enter into a Contract with the City and furnish the required Performance and Payment Bonds and Certificates of Insurance or forfeit the Bid Bond or security as liquidated damages. A contract must be executed within ten (10) days following the award of the successful bidder.

The City of Fellsmere is required by HUD Regulation 24 CFR Part 75 to make best efforts to contract with businesses that direct economic opportunities to Section 3 workers. As part of its qualitative efforts, the City of Fellsmere has elected to institute a

preference which stipulates that contract award shall be given to the bidder using the highest number of qualified Section 3 subcontractors and/or workers if the bid is reasonable and no more than ten percent (10%) higher than the lowest responsive bid from any qualified source.”

The City reserves the right to delay the awarding of the Contract for up to sixty (60) days after the bid opening, to waive informalities in any bid, or to reject any or all bids in whole or in part with or without cause/or to accept the bid that, in its judgment, will serve the best interests of the City.

Dated: January 23, 2024



Laura Hammer, Grant Administrator

EXHIBIT A

BID FORM

CITY OF FELLSMERE NEW YORK AVENUE DITCH IMPROVEMENTS

Provide materials, machinery, equipment, labor, and utilities to replace approximately 18 ditch culverts; regrade approximately 7,000 LF of ditch; restore roadway and driveways where open trenching or replacement activities are completed; and other stormwater management and ancillaries needed to complete the specified design and construction.

To: GRANT ADMINISTRATOR, City of Fellsmere, 22 South Orange Street, Fellsmere, Florida 32948 (Note: As used hereinafter *Bidder* shall mean *Bidder* or *Contractor*, as the case may be, and *City* shall mean *The City of Fellsmere*).

IN COMPLIANCE WITH the City of Fellsmere's Invitation to Bid, dated January 23, 2024, the undersigned, Florida Site Contracting proposes and agrees as follows:

1. Being familiar with the local conditions affecting the cost of the Work, and with the contract documents, including the Invitation for Bids, Instructions to Bidders, general and specific specifications, and plans and addenda Nos. 1-4 on file in the office of the City Clerk of the City of Fellsmere, 22 South Orange Street, Fellsmere, Indian River County, Florida, and in accordance with the provisions of the foregoing documents, the undersigned Bidder proposes to furnish all work and labor, materials and equipment necessary for the following, in accordance with said specifications and plans for NEW YORK AVENUE DITCH IMPROVEMENTS, or as the case may be, for the sum of \$ 610,482.75.

It is understood that certain quantities shown in the schedule are approximate only, subject to increase or decrease and for the purpose of bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with quantities placed in the construction as more specifically provided in the Instructions to Bidders and Specifications included as part of the Contract Documents.

Each bidder must bid on all alternate proposals listed in the specifications. If no alternates are listed in the specifications, disregard the following blanks:

Alternate No. 1	<u>add</u>	\$ <u>107,500.00</u>
	deduct	
Alternate No. 2	<u>add</u>	\$ _____
	deduct	
Alternate No. 3	<u>add</u>	\$ _____
	deduct	

2. To do any extra work which may be ordered by the City or its authorized representative, and to accept as full compensation therefore such prices as may be agreed upon in writing by the City and the Contractor in the Contract Documents.
3. In submitting the bid, it is understood that the City reserves the right to reject any and all bids. It is agreed that this bid may not be withdrawn except as provided in the Instructions to Bidders.
4. This bid is accompanied by a bidder's bond or a certified check, as the case may be, 5 % made payable to the City of Fellsmere in sum of \$_____, which is an amount not less than 5 % of the total amount of the bid. The undersigned deposits said bond or said sum as bid security, which is conditioned on the undersigned entering into a contract with City as specified in the contract documents accompanied by required labor and material and faithful performance bonds with sureties satisfactory to the City and the required certificates of insurance coverage. This bid security shall constitute liquidated damages and shall not be a penalty if the Bidder fails to enter into a contract in accordance with the bid proposal. If the City is required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay the City's reasonable attorney's fees incurred, with or without suit.
5. Within ten (10) days from the date of acceptance of this proposal, to execute the contract and to furnish to the City a Performance Bond in an amount equal to 125% of the contract price and a Payment Bond in an amount equal of 100% of the contract price. The Contractor shall provide two (2) separate bonds, a combined Payment and Performance Bond is unacceptable.
6. The undersigned proposes to complete the work in 120 calendar days from the date of award of the contract.
7. To pay to the City as liquidated damages, and not as a penalty, on the account of delay, for each calendar day elapsing between the date herein specified as the date for full completion and the actual date of full completion of the contract work, the amount of \$350.00 per day, pursuant to the terms of the Supplemental Conditions.
8. Catalogues, drawings, specifications, performance data and other descriptive information of special equipment or other items required by the specifications, are included with this bid, in N/A.
9. Bidder certifies that no member of the Council of the City of Fellsmere shall benefit directly or indirectly from the contract, that this proposal is made without connection with any other person, company or party making a bid or proposal, and that this proposal is in all respects fair and in good faith, without collusion or fraud.
10. Bidder hereby certifies that it has all licenses and permits required by Federal, State, and local law, statute, regulation and/or ordinance. The Bidder's Contractor's License No. is CUC-1225021.
10. Bidder hereby acknowledges receipt of the following addenda:

No.: 1, date: 01/24/24; No.: 3, date: 02/11/24;
No.: 2, date: 02/09/24; No.: 4, date: 02/20/24.
No.: 5, date: 02/21/24; No.: 6, date: 02/21/24

The names of all persons interested in the foregoing proposal as principals are as follows: (If the bidder or other interested person is a corporation, state the legal name of the corporation, also the names of the president, secretary, treasurer and manager thereof; if a partnership, state true name of the firm, also names of all individual partners composing the firm; if the bidder or interested person is an individual, please state their first and last name in full.)

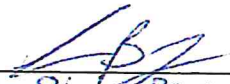
AG-Scape Services DBA Florida Site Contracting
Shane Barry - president

SIGNATURE OF BIDDER*

Dated 02/26/24

Name of Bidder:

Florida Site Contracting

 Signature
By: Shane Barry - pres Print Name & Title
By: _____ Print Name & Title

Address: 866 11th Ct. SW.
VERO Beach, FL 32902

Phone: 772-473-1072
Email: ShaneBA@FloridaSiteContracting.com

* If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth below, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If the bidder is an individual, the individual's signature shall be placed below.

New York Avenue Ditch Improvements Township 31 South, Range 37 East
City of Fellsmere, Florida

BID FORM (Amendment 5) (Exhibit B)

Culvert No.	Crossing	Base Bid Items	Base Bid Items			
		Discription	Quantity	UM	Line UP	Line Total
		Mobilization of Contractor	1	LS	35,000.00	35,000.00
		Maintenance and Protection of Traffic	30	Work days	335.00	10,500.00

Contractor to attach Overhead, profit and bond to each line item as some of the culverts may be deleted from the project-- due to lack of funding.

		Provide and install Turbidity Curtain for duration of the project	40	LF	25.00	1,000.00
		General Excavation (includes trench bottom clean out and trench side regrade- includes all crossings)	4100	CY	14.00	57,400.00
		Litter Removal is included in the project and is part of the General Excavation				
		NOTE: any work related to Removal and restoration of Mailboxes is to be included in each culvert crossing price				
		NOTE: any work related to Temporaty installation of Mailboxes is to be included in each culvert crossing price				
		Tree Protection is part of the General Excavation --if needed by the contractor.				
		Tree Removal	10	ea	1,000.00	10,000.00
		Performance Turf, Sod (trench wall regrade)	3,889	SY	4.75	18,472.75
		PINNED Performance Turf, Sod (due to Tree Removal)	222	SY	5.00	1,110.00
C-1+57	Driveway	Subtotal this Culvert	1	LS		1500.00
C-6+67	Driveway	Subtotal this Culvert	1	LS		1500.00
C-11+52	Driveway	Subtotal this Culvert	1	LS	48,000.00	48,000.00
C 15+77	Driveway	Subtotal this Culvert	1	ea	48,000.00	48,000.00
C-16+53	Driveway	Subtotal this Culvert	1	LS	1,500.00	1500.00
C-18+50	Myrtle St.	Subtotal this Culvert	1	ls	1,500.00	1,500.00
C-23+00	Oleander St.	Subtotal this Culvert	1	LS	42,000.00	42,000.00
C-27+00	Maple St.	Subtotal this Culvert	1	LS	1500.00	1,500.00
C-30+82	Magnolia St.	Subtotal this Culvert	1	LS	38,000.00	38,000.00
C-31+42	Magnolia St.	Subtotal this Culvert	1	LS	38,000.00	38,000.00
C-34+68	Cypress St.	Subtotal this Culvert	1	LS	38,000.00	38,000.00
C-38+41	Orange St.	Subtotal this Culvert	1	LS	38,000.00	38,000.00
C-40+10	Orange St. / Alley	Subtotal this Culvert	1	LS	40,000.00	40,000.00
C-40+08	Broadway St.					

New York Avenue Ditch Improvements Township 31 South, Range 37 East
City of Fellsmere, Florida

BID FORM (Amendment 5)

Culvert No.	Crossing	Base Bid Items	Base Bid Items			
		Discription	Quantity	UM	Line UP	Line Total
C-43+65	Broadway St.	Subtotal this Culvert	1	LS	35,500.00	35,500.00
C-45+40	Pine St.	Subtotal this Culvert	1	LS	1,500.00	1,500.00
C-49+00	Hickory St.	Subtotal this Culvert	1	LS	1,500.00	1,500.00
C-52+27	Bay St.	Subtotal this Culvert	1	LS	38,000.00	38,000.00
C-53+96	Alley	Subtotal this Culvert removal	1	LS	1,500.00	1,500.00
C-55+50	Elm St.	Subtotal this Culvert	1	LS	18,000.00	18,000.00
C-57+00	Alley	Base Bid Culvert removal only	1	LS	1,500.00	1,500.00
C-58+75	Oak St.	Subtotal this Culvert	1	LS	18,000.00	18,000.00
C-62+03	Lime St.	Subtotal this Culvert	1	LS	12,000.00	12,000.00
C-65+28	Mulberry St.	Subtotal this Culvert	1	LS	12,000.00	12,000.00

End of Base Bid Items

Add Alternate Bid Items below

C-15+77	Driveway	Subtotal this Culvert	1	LS	48,000.00	48,000.00
C-44+40	Broadway St.	Install Concrete Flume	1	LS	2,500.00	2,500.00
C-47+30	Alley	Subtotal this Culvert	1	LS		
C-53+96	Alley	Subtotal this Culvert replacement	1	LS	18,000.00	18,000.00
C-57+00	Alley	Subtotal this Culvert replacement	1	LS	15,000.00	15,000.00
C-60+10	Alley	Subtotal this Culvert	1	LS	12,000.00	12,000.00
C-63+60	Alley	Subtotal this Culvert	1	LS	12,000.00	12,000.00

End of Add Alternate bid items

\$ 107,500.00

EXHIBIT B

INFORMATION REQUIRED OF BIDDERS
GENERAL INFORMATION

THE UNDERSIGNED BIDDER GUARANTEES THAT THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CONSIDERED SUFFICIENT JUSTIFICATION TO DISQUALIFY A BIDDER. ADDITIONAL SHEETS SHALL BE ATTACHED AS REQUIRED.

1. Contractor's Name/Address Florida Site Contracting
3616 11th Ct. SW. Vero Beach, FL 32902
2. Contractor's Telephone Number: 772-473-1072
3. Contractor's Email: Shaneb@floridasitecontracting.com
4. Contractor's License: CWC1225021
5. Number of years as a Contractor in construction work of the type involved in this contract: 12 years
6. What is the last project of this nature that you have completed?
City of palm bay - Culvert Replacement
7. Have you ever failed to complete work awarded to you; if so, where and why? No
8. List the names and titles of all officers of Contractor's firm
Shane Barry - president
9. Name of person who inspected site or proposed work for your firm:
Name: Shane Barry
Date of Inspection: 02/19/2024

NOTE: If requested by the City of Fellsmere, the bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUB-CONTRACTORS

The Bidder **SHALL** list below the name and address of each Sub-Contractor who will perform work under this Contract in excess of one-half percent of the total bid price and shall also list the portion of the work which will be done by such Sub-Contractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Fellsmere. Sub-Contractors must be properly licensed and hold a valid Certificate of Competency.

	<u>Work to be Performed</u>	<u>Sub-Contractor's Name/Address</u>
1.	N/A	N/A
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Note: Attach additional sheets if required.

EXHIBIT C

BID BOND

Ag-Scape Services Inc. dba
KNOW ALL MEN BY THESE PRESENTS, that we Florida Site Contracting as
Principal and Nationwide Mutual Insurance Company as Surety, a corporation duly organized under
the Laws of the State of Ohio with its principal offices located at
ONE WEST NATIONWIDE BLVD., 1-14-301, COLUMBUS, OH 43215 - 2220 and authorized to do business in the State of Florida,
are held and firmly bound unto CITY OF FELLSMERE (hereinafter *City*) in the penal
sum of Five Percent of The Bid Amount, lawful money of the United States, amounting to
5 % of the total bid price, for the payment of which, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

The reason for this obligation is that the Principal has submitted the accompanying bid
dated February 21st, 20 24, for the CITY OF FELLSMERE NEW YORK AVENUE
DITCH IMPROVEMENTS.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of
time set forth in the contract documents and shall within ten (10) calendar days after the
prescribed forms are presented to the Principal for signature enter into a written contract
with the City in accordance with the bid as accepted, and if the Principal shall give the
required bonds with good and sufficient sureties for the faithful performance and proper
fulfillment of such contract and for the protection of laborers and material men, then the
above obligation shall be void and of no effect; provided, however, that, in the event of
the withdrawal of said bid within the periods specified or the failure to enter into said
contract and give such bonds within the time specified, then the Principal shall forfeit the
said bid bond amount to the City, paying to City 5 % of the total bid price.

It is further agreed that if the CITY is required to initiate legal proceedings to recover on
this bond, it may also recover its costs relating thereto including a reasonable amount for
attorneys' fees.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument
under their several seals this 21st day of February, 20 24, the name and

corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES (if individual)

[Signature]
[Signature]

PRINCIPAL

Ag-Scape Services Inc. dba Florida Site Contracting

By: [Signature]
Title pres.

ATTEST (if corporation)

Title _____



Corporate Seal _____
SURETY Nationwide Mutual Insurance Company

By: [Signature]

Title Eric Matlaga Attorney-in-Fact

Any claims under this bond may be addressed to :

Name and address of Surety

Nationwide Mutual Insurance Company

ONE WEST NATIONWIDE BLVD., 1-14-301

COLUMBUS, OH 43215 - 2220

Name and address of agent or
Representative in Florida
If different from above

Surety Bonds LLC

Retallatory: FL Agency License L113789
FL Agent License W752240

5342 Peachtree Rd Suite B

Atlanta GA 30341

Telephone number of Surety
and agent or representative in Florida

(404) 482-1567

ATTEST

[Signature]

Title

Eric Matlaga, Agent

Corporate Seal

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint
ERIC MATLAGA; STEPHEN POPOV; TYMOTHY PARMENTER ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

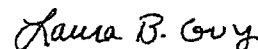


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of February, 2024.



Assistant Secretary

EXHIBIT D

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 7024-3 for CITY OF FELLSMERE NEW YORK AVENUE DITCH IMPROVEMENTS.
2. This sworn statement is submitted by Florida Site Contracting (Name of entity submitting sworn statement) whose business address is 966 11th Ct. SW. Vero Beach, FL 32962 and whose mailing address, if different, is: Same as above. Its Federal Employer Identification Number (FEIN) is 593316453. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Shane Barry (please print name of individual signing) and my relationship to the entity named above is President/owner.
4. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
6. I understand that an *affiliate* as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The

ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

7. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
 - ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
 - ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
 - ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Dated: 02/26/2024

AB
(Signature)

STATE OF Florida

COUNTY OF Indian River

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Shane Barry who, after first being sworn by me, affixed his/her signature in the space provided above on this 21st day of February 2024.

WITNESS my hand and official seal in the State and County last aforesaid this 21st day of February 2024.


Melissa Washburn
Notary /State of Florida at Large

Personally Known ✓ OR produced identification _____
Type of identification produced: _____



EXHIBIT E
Equal Employment Opportunity Requirements - 41 CFR Part 60

The Bidder/Contractor hereby agrees that it will incorporate or cause to be incorporated into any subcontract for construction work, or modification thereof, the following equal opportunity clause:

Company Name: Florida Site Contracting
Authorized By:  Shane Barry
(Signature) (Print Name)
Title: President Date: 02/26/24

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

§60-1.7 Reports and other required information.

(a) Requirements for prime contractors and subcontractors.

- (1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with §60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.
- (2) Each person required by §60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with §60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.
- (3) The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.
- (4) Failure to file timely, complete, and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

(b) Requirements for bidders or prospective contractors.

- (1) *Certification of compliance with part 60-2: Affirmative Action Programs.* Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.
- (2) *Additional information.* A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

(c) Use of reports. Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.

§60-1.42 Notices to be posted.

- (a) Unless alternative notices are prescribed by the Deputy Assistant Secretary, the notices which contractors are required to post by paragraphs (1) and (3) of the equal opportunity clause in §60-1.4 will contain the following language and be provided by the contracting or administering agencies:

Equal Employment Opportunity is the Law—Discrimination is prohibited by the Civil Rights Act of 1964 and by
Executive Order No. 11246

Title VII of the Civil Rights Act of 1964—*Administered by:*

The Equal Employment Opportunity Commission

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 15 or more employees, by Labor Organizations, by Employment Agencies, and by Apprenticeship or Training Programs

Any person who believes he or she has been discriminated against should contact:

The Equal Employment Opportunity Commission
1801 L Street NW., Washington, DC 20507

Executive Order No. 11246—*Administered by:*

The Office of Federal Contract Compliance Programs

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federally Assisted Construction Contract, regardless of the number of employees in either case.

Any person who believes he or she has been discriminated against should contact:

The Office of Federal Contract Compliance Programs
U.S. Department of Labor, Washington, DC 20210

- (b) The requirements of paragraph (3) of the equal opportunity clause will be satisfied whenever the prime contractor or subcontractor posts copies of the notification prescribed by or pursuant to paragraph (a) of this section in conspicuous places available to employees, applicants for employment, and representatives of each labor union or other organization representing his employees with which he has a collective-bargaining agreement or other contract or understanding.

EXHIBIT F

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transaction**


The Bidder/Contractor certifies that the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions as defined in 49 C.F.R. s29.110(a) by any federal department or agency;
- (b) Have not within three-year period preceding this certification been convicted of or had a civil judgement rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause of default.

The Bidder/Contractor certifies that it shall not knowingly enter into transactions with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the granting agency.

If unable to certify to any statements in this Certification, the Bidder/Contractor shall attach an explanation.

Company Name: Florida Site Contracting

Authorized By:  Shane Barry
(Signature) (Print Name)

Title: President Date: 02/29/24

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

EXHIBIT G

SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the: Bid Form for CITY OF FELLSMERE NEW YORK AVENUE DITCH IMPROVEMENTS.
2. This Sworn Statement is submitted by NG School Services DBA Florida Site Contracting
(Legal Name of Entity Submitting Sworn Statement)
hereinafter "BIDDER". The BIDDER's address is 846 11th Ct. SW.
Vero Beach, FL 32962
BIDDER's Federal Employer Identification Number (FEIN) is 5938161258.
3. My name is Shane Barry and my relationship to the BIDDER
(Print Name of Individual Signing)
is President
(Position or Title)
I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.
4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et. seq. Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.
5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.
6. The BIDDER has allocated and included in its Bid the total amount of \$ 5,000.00, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: Sloping
7. The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness, or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

The BIDDER has allocated and included in its Bid the total amount of \$ 0.00 based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: N/A

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

8. The BIDDER, in submitting this Bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER: [Signature]
By: Shane Barry
Position or Title: President
Date: 02/20/24

STATE OF Florida
COUNTY OF Indian River
Personally appeared before me, the undersigned authority, Shane Barry
who after first being sworn by me, affixed his/her signature in the space provided above on this
20th day of February, 2024.

[Signature]
Notary Public, State at large
My Commission Expires: December 20, 2027



EXHIBIT H

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida }
County of Indian River }
Shane Barry, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Florida Site Contracting the Bidder that
(Title) (Name of Company)
has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
(Title) President

STATE OF { Florida }
COUNTY OF { Indian River }

The foregoing instrument was acknowledged before me this February 21st, 2024
by: Shane Barry who is personally known to me or who has produced
(Date)
as identification and who did (did not) take an oath.

[Signature]
Notary (print & sign name)

Commission No. HH474791



EXHIBIT I

CERTIFICATION OF E-VERIFY

CITY OF FELLSMERE NEW YORK AVENUE DITCH IMPROVEMENTS CITY OF FELLSMERE/FLORIDACOMMERCE PROJECT NO. IR016


Project Description: Rehabilitate and enhance drainage improvements along New York Avenue, beginning at the intersection of 141st St and New York Avenue, continuing east along New York Avenue to Willow St. Project will include replacing approximately 18 culverts which are undersized, above or below optimal grade, or failing; regrade approximately 7,000 LF of the New York Avenue ditch to improve water movement within the ditch, reduce flooding risk; and restoration of roadway and driveways where open trenching or replacement activities are to be completed.

Contractor acknowledges and agrees to the following:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Local Agency.

Company/Firm: Florida Site Contracting

Authorized
Signature: 

Written Name: Shane Barry

Title: President

Date: 02/26/2024

EXHIBIT J

Build America, Buy America Certification

Project Title: CITY OF FELLSMERE NEW YORK AVENUE DITCH IMPROVEMENTS

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. 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;
2. 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
3. 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.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Definitions

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime

facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Build America, Buy America Waiver Requests:

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference (see definition above) in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing.

Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) that it will meet Build America, Buy America requirements in Section 70914 of the Bipartisan Infrastructure Law P.L. 117-58, using one of the following provisions:

☒ The infrastructure project/product contains no steel or iron products, manufactured products or construction materials manufactured outside the United States per Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58. If there is ANY foreign steel or iron, manufactured products or construction materials in your infrastructure project/product you may not check this box.

☐ The project/product has foreign steel or iron, manufactured products, or construction materials; a **Build America, Buy America** waiver is required. The Contracting Entity may, but is not obligated to, seek a waiver of Build America, Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Build America, Buy America requirements if a waiver of those requirements is not available or not pursued by the Contracting Entity. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Proposer: Florida Site Contracting

Signature of Authorized Official: 

Name of Authorized Official: Shane Barry

Title: President

Date: 02/26/2024

EXHIBIT K

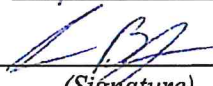
CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 USC 1352) – Contractors shall not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining Federal contract, grant or any other award covered by 31 USC 1352. Contractor who apply or bid for an award less than \$100,000 are not required to file the required certification.

CERTIFICATION OF COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 31 USC 1352, as amended. Bidder acknowledges that it shall not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining Federal contract, grant or any other award covered by 31 USC 1352.

Company Name: Florida Site Contracting

Authorized By:  Shawn Barry
(Signature) (Print Name)

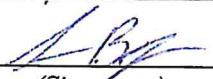
Title: President Date: 02/26/2024

EXHIBIT L

CERTIFICATION REGARDING COPELAND "ANTI-KICKBACK" ACT

Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c) – All contracts in excess of \$2,000 for construction or repair shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or Part by Loans or Grants from the United States"). This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work.

Company Name: Florida Site Contracting

Authorized By:  Shane Barry
(Signature) (Print Name)

Title: President

Date: 02/26/2024

EXHIBIT N

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES

☐ NO

NAME OF BUSINESS: Florida Site Contracting

Section 3 Participation Report (Construction Prime Contractor)

Local Government: City of FellsmereCDBG Contract #: IR016

This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.

Contractor's Name: Florida Site ContractingContractor's DUNS Number: 062820965Contract Amount: \$1010,482.5

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51%</u> owned by Section 3 residents*, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) At least 30% of its permanent full-time employees are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, list any Section 3 subcontractors and subcontract amount:	
Subcontractors	Subcontract Amount
	\$
	\$
	\$
2. Will the contractor be hiring any additional staff (office or field) for this project?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
• If yes, what types of jobs will be filled, and how many additional hires are estimated in each job type?	

***Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for construction contracts over \$100,000 for reporting purposes. See Section 3 portion of *CDBG Supplemental Conditions for Construction Projects* for additional information.

**Section 3 Participation Report
(Construction Subcontractor)**

Local Government: City of Fellsmere

CDBG Contract #: IR016

This form must be completed by construction subcontractors when the prime contract is at least \$100,000. (Do not include the cost of equipment or material supplies unless you are installing also.) Voluntary reporting is encouraged when the prime contract is under \$100,000.

Subcontractor's Name: Florida Site Contracting

Subcontractor's DUNS Number: 062820965

Subcontract Amount: \$ 10,482.75

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51%</u> owned by Section 3 residents*, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) At least 30% of its permanent full-time employees are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Will the subcontractor be hiring any additional staff (office or field) for this project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> If yes, what types of jobs (e.g., laborer, equipment operator) will be filled, and how many additional hires are estimated in each job type? 	

***Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A **low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A **very low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for reporting purposes for projects costing over \$100,000. See Section 3 portion of **CDBG Supplemental Conditions for Construction Contracts** for additional information.

Documentation for Business Claiming Section 3 Status

Name of Business: _____

DUNS Number of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of our Section 3 status:

For a business claiming status as a Section 3 resident-owned enterprise

☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For a business claiming Section 3 status by subcontracting 25 percent of the dollar amount awarded to qualified Section 3 businesses

☐ List of Section 3 subcontractor(s) and subcontract amount(s).

For a business claiming Section 3 status based on at least 30 percent of their workforce currently qualifying as Section 3 residents or having been qualified as Section 3 eligible residents within three years of date of first employment with the business

☐ List of all current full-time employees, and
☐ List of employees claiming Section 3 status and for each such employee:
☐ PHA/IHA Residential lease less than three years from date of employment, or
☐ Other evidence of Section 3 status less than three years from day of employment.

I certify that the above information is correct.

Signature

Type Name and Title

Date

Note: The local government shall maintain this form and supporting documentation in the CDBG project files for review during monitoring.

EXHIBIT P
OTHER FEDERAL REGULATION DAVIS-BACON ACT

Davis-Bacon Act

All laborers and mechanics employed by contractors and subcontractors in the performance of construction work financed in whole or in part with assistance received under CDBG Contract IR016 shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 13, 1934, as amended (48 Stat. 948; 40 U.S.C. 276(c)).

The Bidder/Contractor hereby agrees that it will incorporate or cause to be incorporated into any subcontract for construction work, or modification thereof, the contract provisions listed in 29 CFR 5.5(a)(1) through (10); a copy of the required contract provisions is included hereto under Exhibit P – Labor Standards Provisions

The Bidder/Contractor hereby acknowledges that all laborers and mechanics employed by contractors and subcontractors in the performance of construction work financed in whole or in part with assistance received under CDBG Contract IR016 shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

Company Name: Florida Site Contracting

Authorized By:  Shane Barry
(Signature) (Print Name)

Title: President

Date: 02/26/2024

"General Decision Number: FL20240117 01/05/2024

Superseded General Decision Number: FL20230117

State: Florida

Construction Type: Heavy

County: Indian River County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ENGI0487-025 07/01/2023

	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-004 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 27.75	15.27

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2019

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 19.96	11.05

SUFL2009-156 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 13.18 **	0.00
ELECTRICIAN.....	\$ 16.71 **	3.51
LABORER: Common or General.....	\$ 10.31 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 12.09 **	1.85
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.12 **	2.58
OPERATOR: Bulldozer.....	\$ 12.88 **	0.00
OPERATOR: Crane.....	\$ 14.88 **	3.17
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 12.91 **	1.76
OPERATOR: Mechanic.....	\$ 13.83 **	2.19

1/18/24, 11:35 AM

SAM.gov

OPERATOR: Roller.....	\$ 10.50 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

"General Decision Number: FL20240170 01/05/2024

Superseded General Decision Number: FL20230170

State: Florida

Construction Type: Highway

County: Indian River County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ELEC0915-004 12/04/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.59	42.5%+\$0.35

SUFL2013-031 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 15.68 **	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.01 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.38 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist).....	\$ 11.79 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05 **	0.00
LABORER: Common or General.....	\$ 10.69 **	0.00
LABORER: Flagger.....	\$ 13.09 **	0.00
LABORER: Grade Checker.....	\$ 14.66 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58 **	0.00
LABORER: Pipelayer.....	\$ 12.44 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91 **	0.00
OPERATOR: Bulldozer.....	\$ 15.23 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04 **	0.00
OPERATOR: Forklift.....	\$ 10.43 **	0.00

1/18/24, 11:32 AM

SAM.gov

OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 13.14 **	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 16.04 **	0.00
OPERATOR: Oiler.....	\$ 16.67 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.47 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97 **	0.00
OPERATOR: Roller.....	\$ 12.50 **	0.00
OPERATOR: Scraper.....	\$ 12.21 **	0.00
OPERATOR: Screed.....	\$ 14.14 **	0.00
OPERATOR: Trencher.....	\$ 14.25 **	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 15.11 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.86 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.25 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.57 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

EXHIBIT P
Labor Standards Provisions
29 CFR 5.5(a)(1) – (10)

1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within

EXHIBIT P
Labor Standards Provisions
29 CFR 5.5(a)(1) – (10)

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her

EXHIBIT P
Labor Standards Provisions
29 CFR 5.5(a)(1) – (10)

correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

EXHIBIT P
Labor Standards Provisions
29 CFR 5.5(a)(1) – (10)

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

EXHIBIT P
Labor Standards Provisions
29 CFR 5.5(a)(1) – (10)

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved

EXHIBIT P
Labor Standards Provisions
29 CFR 5.5(a)(1) – (10)

in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

New York Avenue Ditch Improvements

Addendum #1 – January 24, 2024

Question: “I was unable to download the "Appendix". It just shows a screen to download Adobe Reader. Can you post the Appendix as a pdf for downloading?”

Response: The Appendix is now posted as two separate documents – “Appendix Title Page and Permits” and “Project Plans” which should load properly and be viewable, and which replace the original “Appendix” tab.

A handwritten signature in black ink, appearing to be the initials 'AB' or a similar stylized mark.

New York Avenue Ditch Improvements

Addendum #2 – February 9, 2024

Question: “I am not able to find the bid document called Exhibit M – Certification Regarding Contract Hours and Safety Standards in the bid documents. It is listed on page 2 of the bid documents but I am not able to find it any where else.”

Response: Exhibit M Certification Regarding Contract Hours and Safety Standards was not included due to a clerical error.

Exhibit M is now attached as page 2 of Addendum #2 and considered to be part of the Bid Document package.


A handwritten signature in black ink, appearing to be the initials 'AB' or a similar stylized mark.

EXHIBIT M

**CERTIFICATION REGARDING CONTRACT WORK HOURS AND SAFETY
STANDARDS**

Contract Work Hours and Safety Standards (40 USC 327-333) – Pursuant to 40 USC 3701(b)(3)(A)(iii), this chapter does not apply to a contract in an amount that is not greater than \$100,000.

Company Name: Florida Site Contracting

Authorized By:  Shane Barry
(Signature) (Print Name)

Title: President

Date: 02/26/2024

ADDENDUM #3

REQUEST FOR BID: IR040

PROJECT TITLE: New York Avenue Ditch Improvements

BID DUE DATE: February 27, 2024 @ 3:00 PM

DATE OF ISSUANCE: February 16, 2024

The following information shall become part of this bid and shall be binding as if originally contained therein.

1. There was discussion during the non-mandatory prebid meeting that changes to the plans were forth coming and a new bid form would be provided. Will there be an addendum to address these issues?
2. Can we get a bid extension?

Answers:

1. The plan changes are reflected in the item titled "Project Plans" and replace the former set of plans originally posted. The new bid form is attached to this Addendum. Yes, Addendum 3 addresses these issues. [TABLE A-1 NEW YORK DITCH RESTORATION PROJECT SUMMARY IS ALSO ATTACHED TO THIS ADDENDUM]
2. The bidding date has been extended from February 20, 2024 at 2:00 p.m. to February 27, 2024 at 3:00 p.m.

A handwritten signature in black ink, appearing to be the initials 'LB' or similar, located in the bottom right corner of the page.

TABLE A-1
NEW YORK AVENUE DITCH RESTORATION PROJECT SUMMARY

#	Culvert No.	Existing Material	Existing Headwall Type	Crossing	Existing Diameter (inch)	Length (approx.)	Bid Code	East Side (approximate STA)	East Proposed (M.V.)	West Side (Approximate STA)	West Proposed (M.V.)	Scope of Work - Action	New Pipe Material	New Endwall Type		
1	C-1-57	CMF	Sand Bag/Concrete	Driveway	66"	40	BB	1+40	14.24	14.24	1+60	12.27	Clean out; Visual Inspect	N/A		
2	C-4-67	CMF	None	Driveway	66"	40	AA	6+40	21.72	12.72	6+60	16.36	Clean out; Visual Inspect	N/A		
3	C-11-51	CMF	None	Driveway	66"	40	BB	11+40	21.86	21.86	11+60	16.17	Remove existing 66" CMF, New 66" CMF, New 58 Headwall, Mail boxes, culvert sump	Sand Bag		
4	C-13-00	CMF	None	Driveway	18	20	AA	13+00 to 13.10	21.20	No Change	13+00 to 13.40	23.70	Remove from Scope - New 18" ADS and type C inlet	N/A		
5	C-15-75	CMF	Sand Bag/Concrete	Driveway	66"	40	AA	15+00	18.81	16.26	15+60	17.41	Remove 66" CMF, New 66" CMF, New 58 Headwall; Mailboxes	N/A		
6	C-16-10	CMF	None	Driveway	18	20	AA	16+00	18.81	16.26	16+60	17.41	Remove 66" CMF, New 66" CMF, New 58 Headwall; Mailboxes	N/A		
7	C-16-13	CMF	None	Driveway	66"	20	AA	16+00 to 16.10	No Change	No Change	16+00 to 16.30	No Change	Ret in Scope-New 18" ADS	N/A		
8	C-16-30	RCF	Sand Bag/Sand Bag	Driveway	72	100	BB	16+00	18.80	18.80	16+60	18.53	Clean out; Visual Inspect	N/A		
9	C-17-00	CMF	None	Driveway	66"	40	BB	17+00	17.50	17.50	17+60	16.49	Clean out; Visual Inspect; Install Existing Sump	N/A		
10	C-17-00	RCF	Sand Bag/Sand Bag	Driveway	72	100	BB	17+00	17.50	17.50	17+60	16.49	New 60" ADS - New Inlet	Sand Bag		
11	C-18-00	RCF	None	Driveway	66"	40	BB	18+00	17.50	17.50	18+60	17.50	Clean out; Visual Inspect; Install Sump	N/A		
12	C-18-00	RCF	Type C Inlet	Driveway	66"	40	BB	18+00 to 18.10	17.62	30+60	18.61	17.52	Remove CMF; replace with 66" ADS; Mailboxes, culvert sump	Sand Bag		
13	C-18-01	CMF	None	Driveway	66"	40	BB	30+60 to 30.70	18.50	30+60	18.50	18.53	Remove CMF; replace with 66" ADS; Mailboxes, culvert sump	N/A		
14	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
15	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
16	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
17	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
18	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
19	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
20	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
21	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
22	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
23	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
24	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
25	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
26	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
27	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
28	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
29	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
30	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
31	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
32	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
33	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
34	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
35	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
36	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
37	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
38	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
39	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
40	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
41	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
42	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
43	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
44	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
45	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
46	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
47	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
48	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
49	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
50	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
51	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
52	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
53	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
54	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
55	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
56	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
57	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
58	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
59	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
60	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
61	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
62	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
63	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
64	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
65	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
66	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
67	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
68	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
69	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
70	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
71	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
72	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
73	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
74	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
75	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
76	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
77	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
78	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
79	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
80	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
81	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
82	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62	17.62	31+60	16.64	17.08	Clean out; Visual Inspect; Install Existing Sump	N/A	
83	C-18-01	CMF	None	Driveway	66"	40	BB	31+00	17.62							

LEGEND
 * Estimated diameters
 BB = Best Bid
 AA = Add Alternate

New York Avenue Ditch Improvements

Addendum #4 – February 20, 2024

1. Question: **“Do you have a time frame that you would like the project to be completed in?”**

Response: Please refer to the “Bid Documents” package at [NEW YORK AVENUE DITCH IMPROVEMENTS | Fellsmere Florida \(cityoffellsmere.org\)](#). Page 12, paragraph #6 of Exhibit A, Bid Form states: “The undersigned proposes to complete the work in ____ calendar days from the date of the award of the contract.”

New York Avenue Ditch Improvements

Addendum #5 – February 21, 2024

Questions and Responses:

1. The new bid form still shows culvert work (base bid) at C-40+10 and C-40+08. Please clarify which bid item should we price? C-40+10 gets a new concrete flume which is part of the Alternate bid C-40+10.

Response: Include the scope of the concrete flume (located at C 40+08) as part of the Base Bid, at C 40+10. Delete the Base Bid Alternate (on the Price Page) for C 40+10. (See attached Bid Form, Amendment 5 Exhibit B)

2. There appears to be 2 streets that will need to get the asphalt replaced due to new pipe installation (North Cypress Street and North Oak Street). Can you please provide a detail typical section as to what is required (asphalt type and thickness and base material and thickness)?

Response: See the attached Road Trench Detail (Exhibit A) for removal and restoration of Asphalt at the North Cypress and North Oak Street locations.

3. Can you clarify as to what is to be done at C-50+50 (alternate bid)?

Response: Bid Alternate C-50+50 has been removed as no work being done at this location. (See attached Bid Form, Amendment 5 Exhibit B)

4. On the bid form C-53+96 is in the base bid and alternate bid. Please clarify which is to be used to bid this culvert location?

Response: The scope for C-53+96 base bid is Clean and Inspect. The scope for C-53+96 Alternate bid is to Remove and replace culvert per plans and specs.

5. There is 2 base bid items for C-55+50. One is Elm St. and other is Alley. Please clarify which is to be used for this culver location?

Response: Bid Form has been amended to remove C-55+50 Alley. (See attached Bid Form, Amendment 5 Exhibit B)

6. The base bid C-57+00 description says to remove culvert only but the plans show to replace it with new 36" ADS. Also the alternate bid has C-57+00 to clean and inspect the culvert plus C-57+10 states to subtotal this culvert. Please clarify what is to be done at this location and which bid item is it to be priced under?

Response: The Base Bid Scope for this location is to remove the culvert. The scope for the Bid Alternate is to remove the culvert and replace per plans and specs. The reference to Subtotal on all line items is intended to allow



prices for each culvert to be listed on the appropriate line associated with each survey location.

7. At C-60+10(west side of pipe) the plan view states winged concrete headwall but the profile view states sandbag headwall. Please clarify which is to be installed?

Response: All references to Concrete Headwalls are to be deleted and replaced with Sandbag Headwalls.

8. At Sta 63+60 the plans call for a new culvert to be installed per alternate bid but there is no bid item for this location on the bid form. Please add this location to the bid form if we are intended to bid this location?

Response: Bid Form has been amended to add this location. (See attached Bid Form, Amendment 5 Exhibit B)

9. What type and size aggregate is to be placed in the 1' deep sump per detail sheet 21?

Response: #2 Stone should be used in the Sumps.



NOTES:

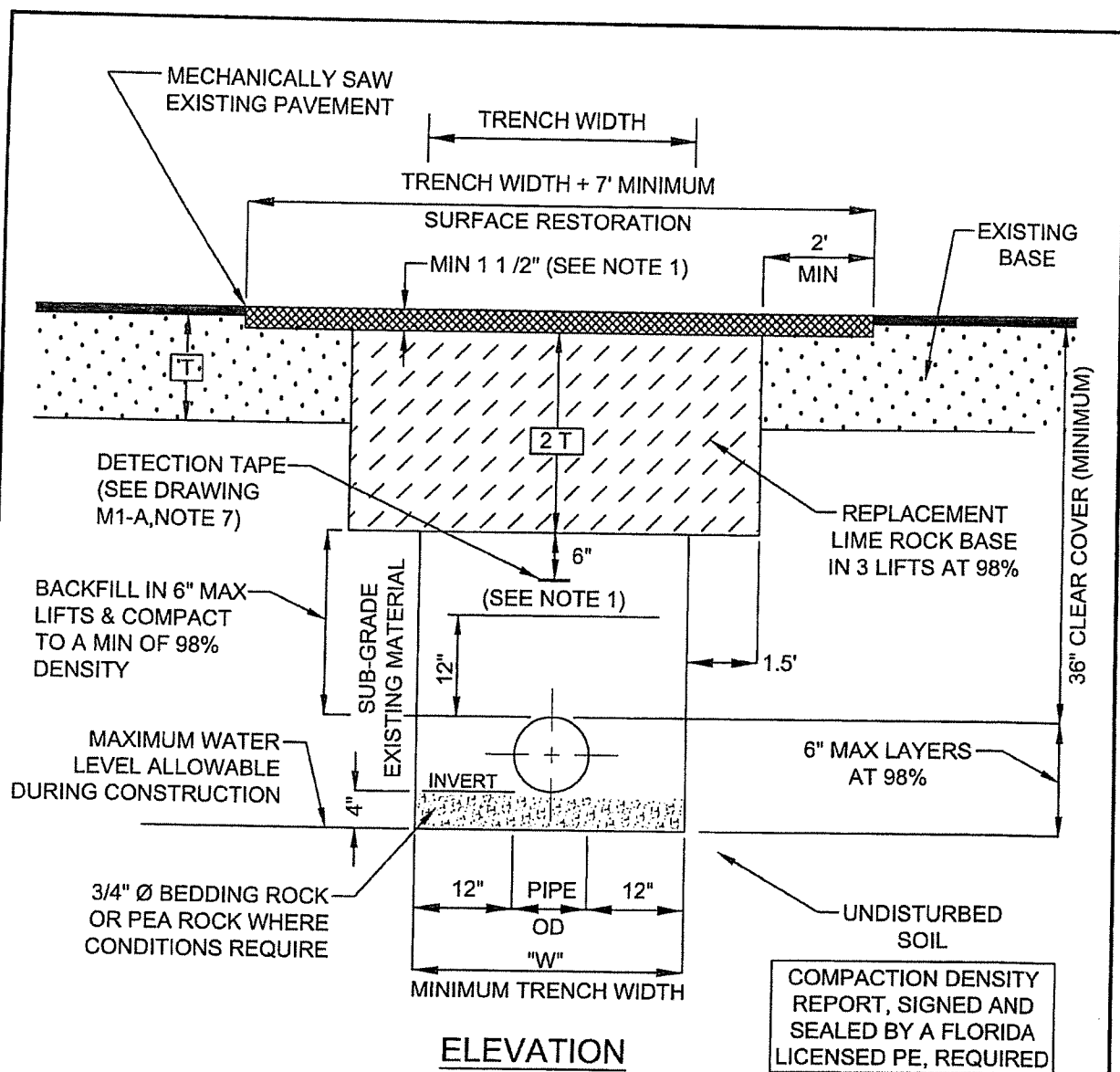
1. WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE METHOD OF CONSTRUCTION TO IRCDUS FOR APPROVAL.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD IN ACCORDANCE WITH OSHA REGULATIONS.
3. COMPACTION PERCENTAGES SHOWN REFER TO AASHTO T-180 MODIFIED PROCTOR METHOD.
4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL OTHER THAN HAND VIBRATORY MEANS.
5. COMPACTION REPORTS REQUIRED.
6. MINIMUM TRENCH WIDTH "W" = PIPE O.D. PLUS 2'-0".
7. 2" DETECTION TAPE WITH METALLIC BACKING TO BE INSTALLED OVER MAIN 6" BELOW BOTTOM OF BASE COURSE. TAPE TO BE MARKED "CAUTION-WATER LINE BELOW", "CAUTION-FORCE MAIN BELOW", OR "CAUTION-REUSE MAIN BELOW". TRACE WIRE SHALL BE USED CONTINUOUSLY ON ALL PIPE. SEE DRAWING, No. M-14, TRACE WIRE DETAIL.
8. ALL RESTORATION IN EASEMENTS OR RIGHT-OF-WAYS OR WHEN REQUIRED BY OTHER JURISDICTIONAL AGENCIES SHALL CONFORM TO IRCDUS SPECIFICATIONS OR THE OTHER JURISDICTIONAL AGENCY SPECIFICATION, WHICHEVER IS MORE STRINGENT.
9. ALL PIPE TO BE LOCATED A MINIMUM OF 5' O.C. (TYPICAL) FROM EDGE OF PAVEMENT.
10. EXCAVATABLE FLOWABLE FILL IS ALLOWED WITH PRIOR APPROVAL OF PROPOSED MATERIAL STRENGTH BY COUNTY PUBLIC WORKS ENGINEER OR DESIGNEE.

INDIAN RIVER COUNTY
DEPARTMENT OF
UTILITY SERVICES

**TRENCH DETAIL
NOTES**

DRAWING
NO.
M-1
A

MAY 2019



SEE DRAWING M-1A, TRENCH DETAIL NOTES

NOTES:

1. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL OTHER THAN HAND VIBRATORY MEANS.
2. NEW SURFACE MATERIALS SHALL BE CONSISTENT IN DEPTH WITH EXISTING MATERIALS AND SHALL HAVE LAPPED JOINTS, (1 1/2" MINIMUM THICKNESS). PAVEMENT MATERIAL TO BE SPECIFIED.
3. MINIMUM TRENCH WIDTH "W" = PIPE OD PLUS 2'-0".
4. EXCAVATABLE FLOWABLE FILL IS ALLOWED WITH PRIOR APPROVAL OF PROPOSED MATERIAL STRENGTH BY COUNTY PUBLIC WORKS ENGINEER OR DESIGNEE.

INDIAN RIVER COUNTY
DEPARTMENT OF
UTILITY SERVICES

TRENCH DETAIL (PAVED AREAS & SHOULDERS)

DRAWING
NO.

M-2

MAY 2019

[Handwritten signature]

New York Avenue Ditch Improvements

Addendum #6 – February 21, 2024

1. Question: **“I may be overlooking it but is there an engineers estimate for this project?”**

Response: There is not an engineer’s estimate for this project.

CONTRACT

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein this agreement is made on _____(date), by and between the City of Fellsmere, a municipal corporation of Indian River County in the State of Florida (hereinafter referred to as *City*), and Florida Site Contracting of 866 11th Ct., SW (address), Vero Beach (City), Indian River County, Florida (state), duly licensed as a contractor in Florida (state), holding currently valid Contractor's License no. CUC1225021 (hereinafter referred to as *Contractor*), effective as hereinafter set forth.

1.0 The Work. Contractor shall furnish, except as otherwise provided, at contractor's own cost and expense, all labor, services, material, and work for the construction and completion of the work to be done under this contract (hereinafter referred to as *the Work*), which is generally described as follows:

CITY OF FELLSMERE NEW YORK AVENUE DITCH IMPROVEMENTS

Provide materials, machinery, equipment, labor and utilities to replace approximately 18 ditch culverts; regrade approximately 7,000 LF of ditch; restore roadway and driveways where open trenching or replacement activities are completed; and other stormwater management and ancillaries needed to complete the specified design and construction (hereinafter referred to as *Project*).

Contractor will construct and complete the Work in a thorough, skillful and substantial manner in every respect to the satisfaction and approval of Andy Shelton, Public Works Director, City of Fellsmere, 22 South Orange Street, Fellsmere, FL 32948, within the time specified in this contract and in strict accordance with the instructions and information contained in the Notice to Bidders, Instructions to Bidders, Bid Form, this contract, any performance or other surety bond and the drawings and specifications, including all addenda incorporated in any of the above-mentioned documents before the execution of this contract. All of the above documents are made a part of this contract and form the *Contract Document* as fully as if set forth at length herein.

1.2. Contractor shall execute work shown on the drawings even though not particularly described in specifications and all work described in the specifications even though not shown on the drawings. Contractor shall furnish everything necessary for the proper and complete execution of the work even though express reference to any detail of it is omitted from either the drawings or specifications.

2.0 City Design Representative. The Designer shall act as City's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Designer in the Contract Documents with respect to completion of the Work in accordance with the Contract Documents.

3.0 Contract Time. All of the Work shall be completed for the entire Project and ready for final payment within one hundred twenty (120) calendar days from the date when Contract Time commences to run. The parties recognize that time is of the essence with respect to this Agreement and the Work. Failure to timely complete the Work as provided herein shall subject the Contractor to the Liquidated Damages provision which is set forth in Article G. of the Supplemental Conditions. The construction of the Work shall commence no later than ten (10) days after the date for commencement in the Notice to Proceed.

4.0 Drawings And Specifications.

4.1. The Contract Documents, which comprise the entire agreement between City and Contractor concerning the Work, are set forth in the attached Exhibit "A." There are no other Contract Documents other than those set forth on Exhibit "A." Contract Documents may be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

4.2. Any copies of the drawings and specifications that are reasonably required for the execution of the work will be furnished to contractor free of charge, unless otherwise provided.

4.3. Contractor shall keep him/her/itself supplied with the latest issues of all drawings and specifications and shall keep one copy of the same at the site of the work in good order available to Designer.

4.4. The drawings and specifications, and any copies of the drawings and specifications, are and shall remain the property of City and shall not be reused on other work by contractor. These documents shall be delivered to the Designer at the completion of the work, or earlier if required.

4.5. City shall promptly furnish contractor with any additional instructions, by means of drawings or otherwise, as are required to proceed with the Work. All such drawings and instructions shall be consistent with, and reasonably inferable from, the contract. The Work shall be executed in conformity with these instructions. Contractor shall do no work without proper drawings and instructions.

5.0 Contract Price; Compensation. In addition to the extra charges expressly mentioned and provided for herein, City shall pay and Contractor shall receive the prices stipulated in the proposal attached to this contract as Exhibit "B" as full and complete compensation for everything furnished and done by Contractor under this contract, including loss or damage arising out of the Work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the Work; for all risks of every description associated with the Work; for all expenses incurred due to the suspension or discontinuance of the Work; and for well and faithfully completing the Work as provided in this Agreement.

6.0 Method Of Payment.

6.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Designer as provided in the

General Conditions.

6.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payments as recommended by Designer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraphs 2.05 and 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Partial and final release of liens satisfactory to the City and the Designer demonstrating that the previously paid monies have been used to satisfy all cost incurred in the performance of the work shall be required. (Submit application to the Designer by the 25th of preceding month)

6.2.1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Designer determine, or City may withhold, in accordance with paragraph 14.02.B.5. of the General Conditions:

95% of Work completed, and
95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to City as provided in paragraph 14.02 of the General Conditions).

6.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by the Designer as provided in said paragraph 14.07.C.

6.4 The monies due hereunder shall not bear interest.

7.0. Contractor's Representations. As an inducement for City to enter into this Agreement Contractor makes the following representations.

7.1. Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, site, locality, and all other local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. Contractor has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, which are identified in the Supplemental Conditions as provided in paragraph 2.05 of the General Conditions.

7.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. Contractor has given the Designer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Designer is acceptable to Contractor.

8.0 Notice. Notice shall be given as provided in Article 17 of the General Conditions. The addresses of City, Contractor, and the Designer for the purpose of giving notice are as follows:

City of Fellsmere:
Grant Administrator
City of Fellsmere
22 South Orange Street
Fellsmere FL 32948-6714
Email: grantadmin@cityoffellsmere.org

Contractor:
Florida Site Contractor
866 11th Ct., SW
Vero Beach, FL 32962
Email: shaneb@floridasitecontracting.com

Designer:
John O. Smith
Haley Ward
13041 McGregor Blvd.
Fort Myers, FL 33919
Email: jsmith@haleyward.com

9.0 Archeological Requirements. If any archeological remains are discovered during ground disturbance or construction, work shall cease immediately and the City of Fellsmere and the Florida Division of Historic Resources shall be contracted immediately to determine what further action, if any, will be necessary to comply with Section 106 of the National Historic Preservation Act.

10.0 Public Records.

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 AT 22 SOUTH ORANGE STREET, FELLSMERE, FLORIDA 32948 (772) 646-6301
CITYCLERK@CITYOFFELLSMERE.ORG

10.1 Requirements. The Contractor shall comply with Florida public records law, specifically to:

10.1.1 Keep and maintain public records required by the City to perform the service.

10.1.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119.07 F.S., as amended, or as otherwise provided by law.

10.1.3 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 records to the City.

10.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

10.2 Requests. Requests for public records shall be processed as follows:

10.2.1 If Contractor receives a request to inspect or copy public records relating to the City's contract with the Contractor, the Contractor shall advise the requesting party that the request must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the

records to the City or allow the records to be inspected or copied within a reasonable time.

10.2.2 If the Contractor does not comply with the City's request for the records, such refusal to comply shall constitute grounds for immediate cancellation of this contract at the sole discretion of the City.

10.2.3 Should the Contractor fail to provide the public records to the City within a reasonable time the Contractor may be subject to penalties under Section 119.10 F.S.

10.3 Enforcement. Enforcement of requests for public records by civil action will be processed as follows:

10.3.1 If a civil action is filed against the Contractor to compel production of public records relating to the City's contract for services, the Court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

- (a) The Court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.

10.3.2 A notice complies with subparagraph 17.03.1(b) if is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed in this contract or to the Contractor's registered agent. Such notice must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

10.3.3 A Contractor who complies with public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

11.0 Section 3 Compliance Form. The Contractor shall acknowledge and execute the Contractors' Compliance Form - Section 3, attached hereto as Exhibit B.

12.0 Execution. City and Contractor each binds itself, and as the case may be, its partners, its permitted successors and assigns, and its legal representatives to the other party hereto and to that parties' partners, permitted successors and assigns, and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents. If not otherwise specifically set forth, this Agreement shall be effective on the date of the last of the parties to sign.

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed in triplicate at _____ (*place of execution*) on the date(s) indicated below. This Contract will be effective on _____.

Dated: _____

Dated: _____

City of Fellsmere

Contractor: _____

By: _____
Print Name and Title

By: _____
Print Name and Title

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____(name of person) as _____(type of authority, . . . e.g. officer, trustee, attorney in fact) for _____(name of party on behalf of whom instrument was executed).

Notary Public - State of Florida
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT “A”

CONTRACTORS DOCUMENTS

Bid Package

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Information required of Bidders
- Bid Bond
- Statement on Public Entity Crimes
- Equal Employment Opportunity Certification
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Sworn Statement under the Florida Trench Safety Act
- Non-Collusion Affidavit of Prime Bidder
- E-Verify Certification
- Build America Buy America Certification
- Byrd Anti-Lobbying Amendment Certification
- Contract Work Hours and Safety Standards Certification
- Drug Free Workplace Certification
- Contractors' Compliance Form - Section 3

Contract Forms

- Notice of Award
- Contract
- Payment Bond
- Performance Bond
- Notice to Proceed
- Contractor's Application for Payment
- Certificate of Substantial Completion
- Final Certification
- Final Payment
- Change Order
- Daily Report

General Conditions

Supplemental Conditions

CDBG Supplemental Conditions

Technical Specifications

Plans

Appendix

EXHIBIT “B”

BID DOCUMENTS

City of Fellsmere City Council
Agenda Request Form

Meeting Date: March 7, 2024

Agenda Item No. 14(e)

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: True-up Implementation Costs related to the Aclarian ERP System.

RECOMMENDED MOTION/ACTION: Approval

Approved by City Manager  Date: 3-4-24

Originating Department: Finance	Costs: \$18,000 for Start Up Costs Funding Source: GF-Finance Dept	Attachments: None
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background: Staff has concluded with the first of three Implementation Phases of the new Aclarian Enterprise Resource Planning (ERP) systems. Since the contracted amount was based on estimates, Staff has determined the final costs of Software Development, Implementation, and Testing of the remaining two phases to be \$18,000 The anticipated Utility Module remains in R & D phase. Therefore, costs related to this module will be brought back for review and approval. We have experienced great support from the software staff in completing the first phase and are looking forward to the completion of all phases in a few months.

Staff recommends Approval.

**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: March 7, 2024

Agenda Item No. 14(F)

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: CR512 Widening

RECOMMENDED MOTION/ACTION: Discuss widening options and provide direction to staff.

Approved by City Manager Nathan Mathis Date: 2-28-24

Originating Department:	Costs: Funding Source: Acct. #	Attachments: Typical Sections
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

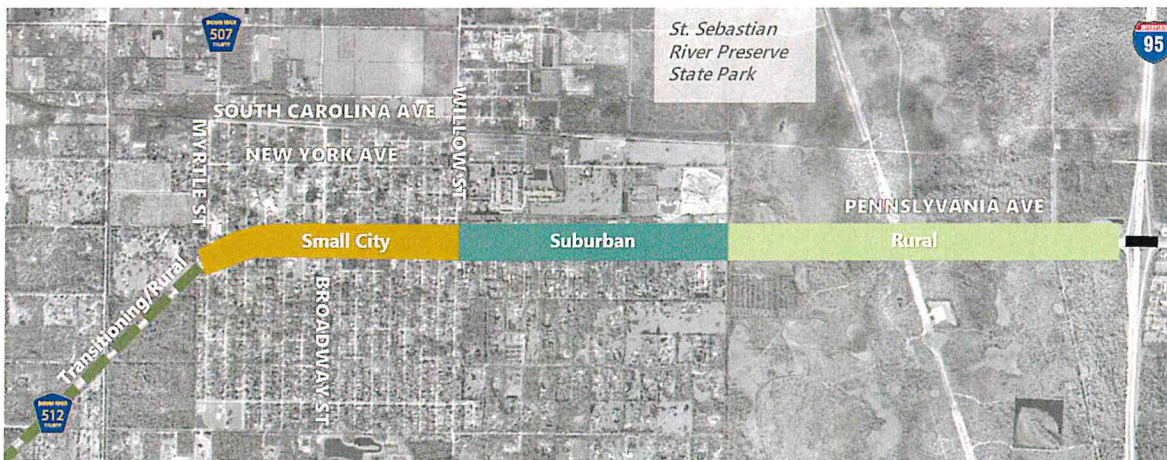
Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

Summary Explanation/Background:

The Florida Department of Transportation (FDOT), at the request of the Indian River County Metropolitan Planning Organization (MPO), on behalf of the City of Fellsmere, completed a corridor study for CR512 widening. City Council was presented the results of this study at the joint City/County meeting in late January. This agenda items seeks Council direction on desired typical section design, construction delivery, right-of-way acquisition, access management, section transitions.

TYPICAL SECTION

CR512 has three distinct areas: from Willow to Myrtle is the heart of our small city, from Willow to the State Park is more of our suburban zone and the from the State Park to I95 is more of a rural zone. Balance of this item will address each section separately.



City of Fellsmere City Council
Agenda Request Form - continued
Discussion of CR512 Widening

Small City Section

Council has been firm on their desire to maintain no more than two through lanes with turn lanes along CR512 between Willow and Myrtle. This has been called the 3-lane section. Please see **Exhibit 1**. The study proposed a small modification to this plan by inserting median landscape islands along the corridor. Staff supports this modification due as it adds more traffic calming to the corridor and enhances aesthetics. An alternative boulevard section was proposed in the study. See **Exhibit 2**. Staff does not support this option due to lack of access and pedestrian conflicts crossing CR512.

Exhibit 1 – Small City Section (Old Town): Standard 3-Lane



Exhibit 2 – Small City Section (Old Town): Boulevard Design



Suburban Section

This section contains the parallel frontage road on the north side. The historic vision for this portion of CR512 is four lanes along CR512 in addition to the 2-lane frontage road. Access to lots on the north would be limited from CR512 since full access would be provided from the parallel frontage road. Please see **Exhibit 3**. The study proposed an alternative boulevard section. See **Exhibit 4**. Staff does not support this option due to lack of access and pedestrian conflicts crossing CR512.

City of Fellsmere City Council
Agenda Request Form - continued
Discussion of CR512 Widening

Exhibit 3 – Suburban Section: Standard 4-Lane w/ Frontage Road



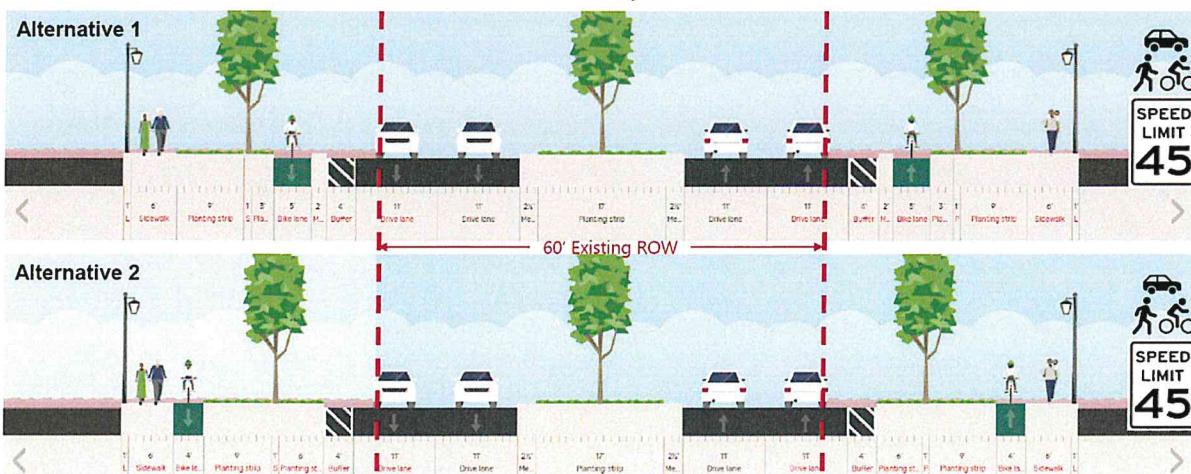
Exhibit 4 – Suburban Section: Boulevard Design



Rural Section

The rural section is envisioned as a simple 4-lane road with landscape medians. See **Exhibit 5**. No substantial deviation from this section was proposed in the study. The alternate investigated in the study simply adjusted the location and design of the bike/ped system within the right-of-way.

Exhibit 5: Rural Section: Standard 4-Lane Roadway



City of Fellsmere City Council
Agenda Request Form - continued
Discussion of CR512 Widening

CONSTRUCTION DELIVERY

The method of constructing the road has three basic options: 1) developer designed and constructed; 2) County design and constructed; or 3) FDOT design and constructed. Each are summarized below.

Developer

With recent changes in state law, any developer contributions to a road capacity project must be credited against their transportation impact fees. With each section of the road (Old Town, Suburban and Rural) costing about \$2M each to widen to the preferred typical section, Staff has currently worked with developers to assign each segment to a different developer to be completed concurrent with their respective developments. Marian Estates would widen from Willow to Myrtle (including the intersection of Willow and Myrtle); while Fellsmere 392 widens from I95 to State Park and Legacy Landing does State Park to Willow. Timing of the widening per each development would be determine by Council as part of the development approval process. With this approach, the right-of-way becomes the biggest issue. Requiring the developer to also purchase the right-of-way increases the cost beyond the impact fees due from the developers. As such, Staff would suggest the developers complete the basic road widening and let other developers or the City/County address the remaining road elements such landscaping, on-street parking and sidewalks on both sides of the road.

County

In lieu of providing impact fee credits to developers to widen the road, the county can simply collect the impact fees and design and widen the road themselves. The difficulty with this process is whether the County can deliver the road widening concurrent with the upcoming development. The benefit of this approach is the County could purchase the required right-of-way and ensure the entire section is constructed including sidewalks, on-street parking, etc. Based on prior conversations with County staff, their preference was to have the developers widen the road.

FDOT

With this option, the roadway would have to first be a priority of the MPO and work through years of programming project development and environmental studies, right-of-way acquisition, and then construction. Expected timeframe for this is typically over ten years.

RIGHT-OF-WAY ACQUISITION

Over time, all of the required right-of-way would be obtained as development occurs along the corridor. In the past, prior to the state law change, we could demand donation of the rights-of-way at time of development. With the new law, impact credits must be provided. Waiting to receive the required land until development occurs would mean that the final bells and whistles along the corridor would not be constructed for at least ten years or longer as parcels develop along the corridor.

To accelerate the right-of-way acquisition, the City can proactively seek the right-of-way in advance of development and again provide impact fee credits or direct cash payment. Right-of-way needs along the corridor are reflected in Exhibit 6.

ACCESS MANAGEMENT

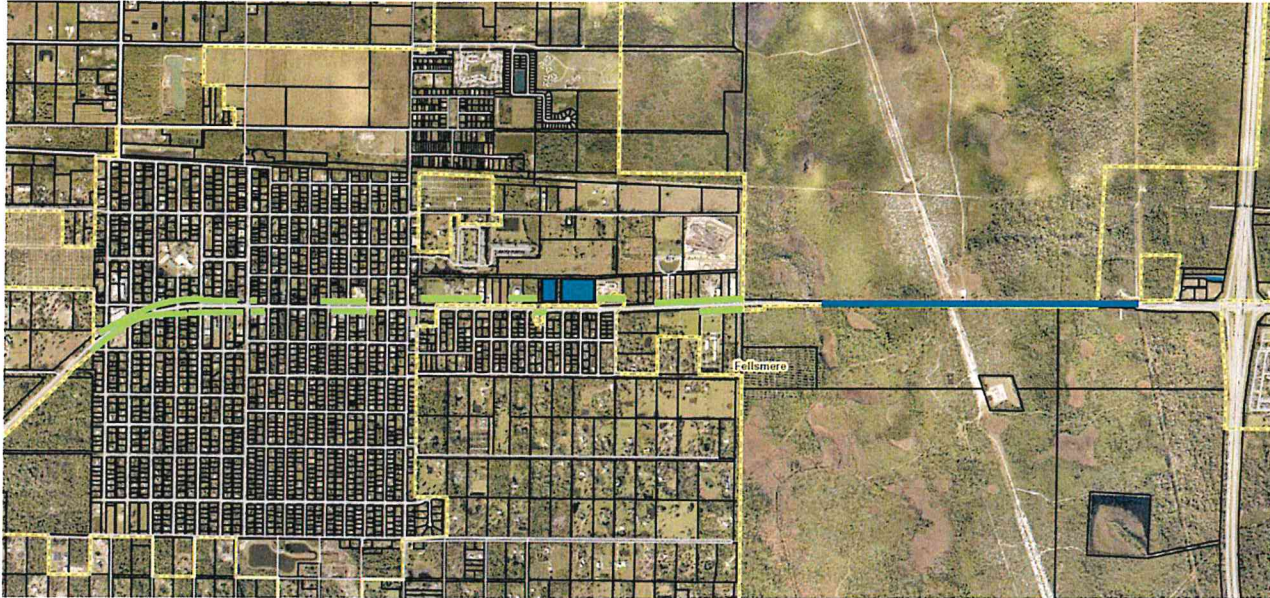
With a standard 3-lane section in the Old Town section, access management is not required or desired. The goal in this stretch of roadway is to provide as much interconnections as possible. The only intersections along this road that may have access restrictions is Mulberry and Oleander to account for the lane drop through the intersection.

The Suburban Section, though, requires careful consideration of access control to ensure this stretch of road operates as efficiently as possible. Numerous driveways onto CR512 will reduce the service capacity of the roadway. Exhibit 7 presents an access management plan for the roadway. As shown, full median openings will only be provided in key locations while all other access will be right-in and right-out only.

The Rural Section also does not require access management controls since there are virtually no driveways along this stretch. However, to ensure future driveways do not hinder this stretch, Staff would suggest that access controls be implemented along this stretch concurrent with whatever controls are installed for the Suburban Section.

City of Fellsmere City Council
Agenda Request Form - continued
Discussion of CR512 Widening

Exhibit 6 – Status of ROW Ownership






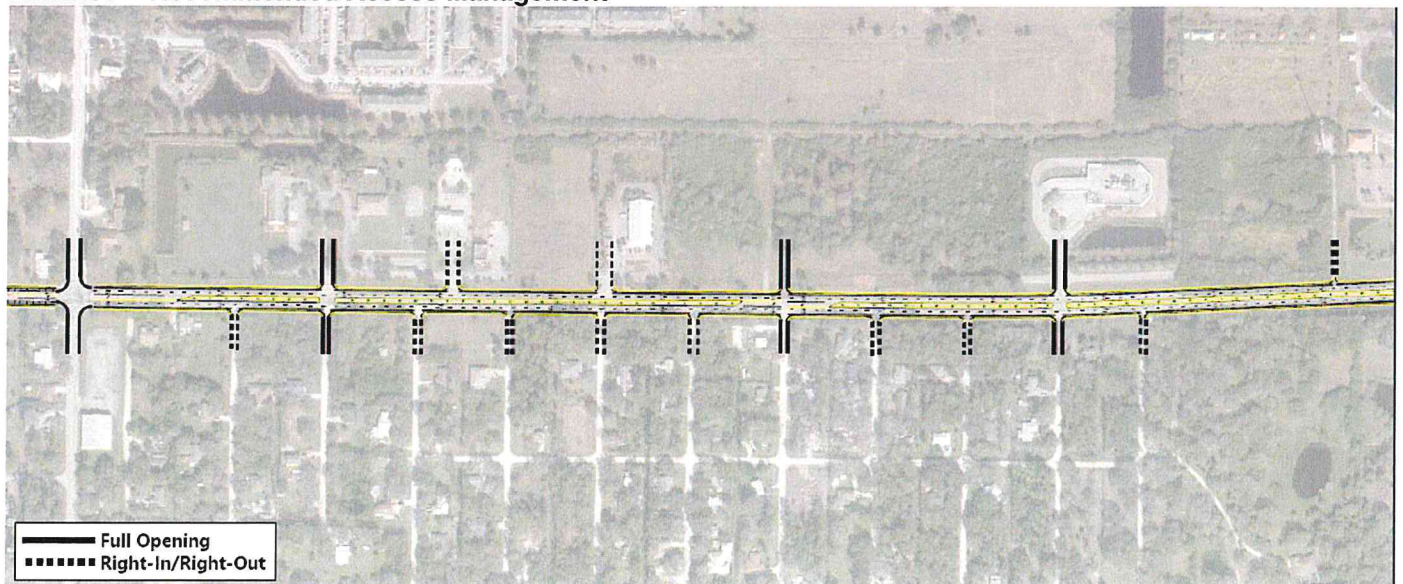
-  Right-of-way in possession or guaranteed
-  Right-of-way in negotiation
-  Anticipated Development

Exhibit 7 – Recommended Access Management

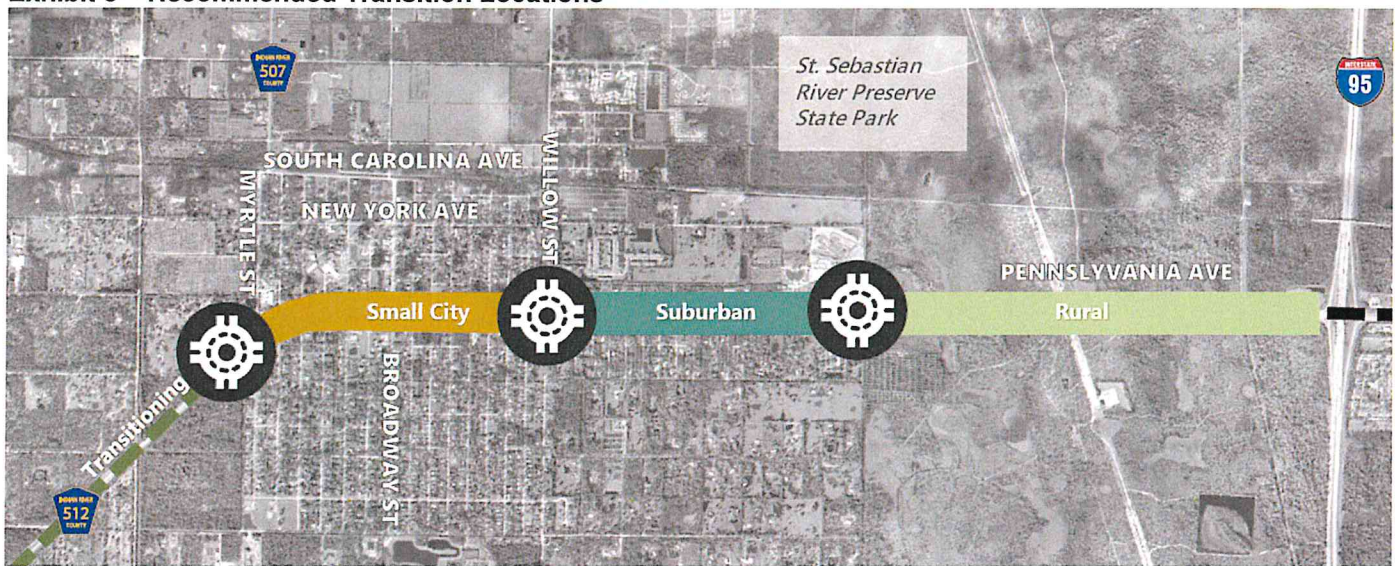


City of Fellsmere City Council
Agenda Request Form - continued
Discussion of CR512 Widening

SECTION TRANSITIONS

Given the variations in each section, and given proper planning protocols seek transition features to help motorists navigate such situations, the study recommended transition features at three locations: 1) at transition between Rural/Suburban (near Treasure Coast Community Health); 2) at transition between Suburban/Old Town (at Willow and CR512); and 3) at western end of Old Town (at Myrtle and CR512). Features can be alternative intersections or major gateway features or combinations thereof.

Exhibit 8 – Recommended Transition Locations



STAFF RECOMMENDATIONS

- Have Developers design and build the CR512 widening within the available right-of-way or that can be obtained by the City.
- Have the City proactively seek ROW from all remaining land owners in exchange for impact fee credits or cash payment as funds allow.
- Select standard 3-lane segment for Old Town, standard 4-lane section w/ frontage road along North side in the Suburban zone, and a standard 4-lane section in the Rural zone.
- Adopt access management along Suburban and Rural Sections.
- Direct Transition Features, if any – roundabouts, gateway features, others?

See remaining pages for alternative images of various alternatives.

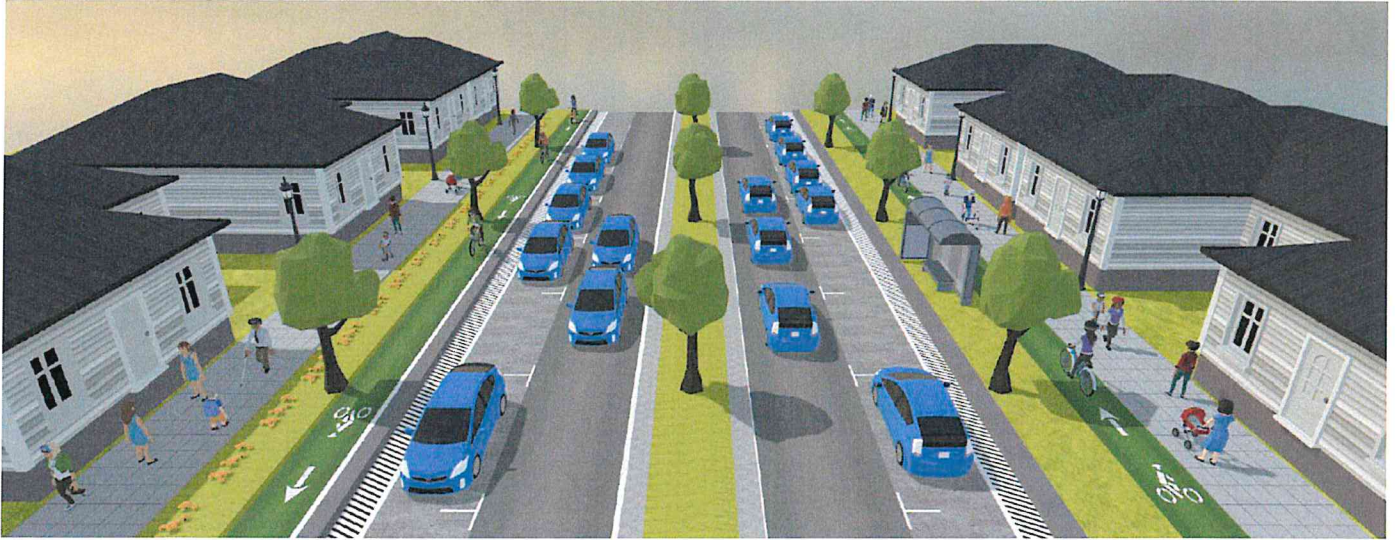
Meeting Date: March 7, 2024

Agenda Item No.

City of Fellsmere City Council
Agenda Request Form - continued
Discussion of CR512 Widening

OLD TOWN

Preferred – 3-lane Section



Alternative Boulevard Design



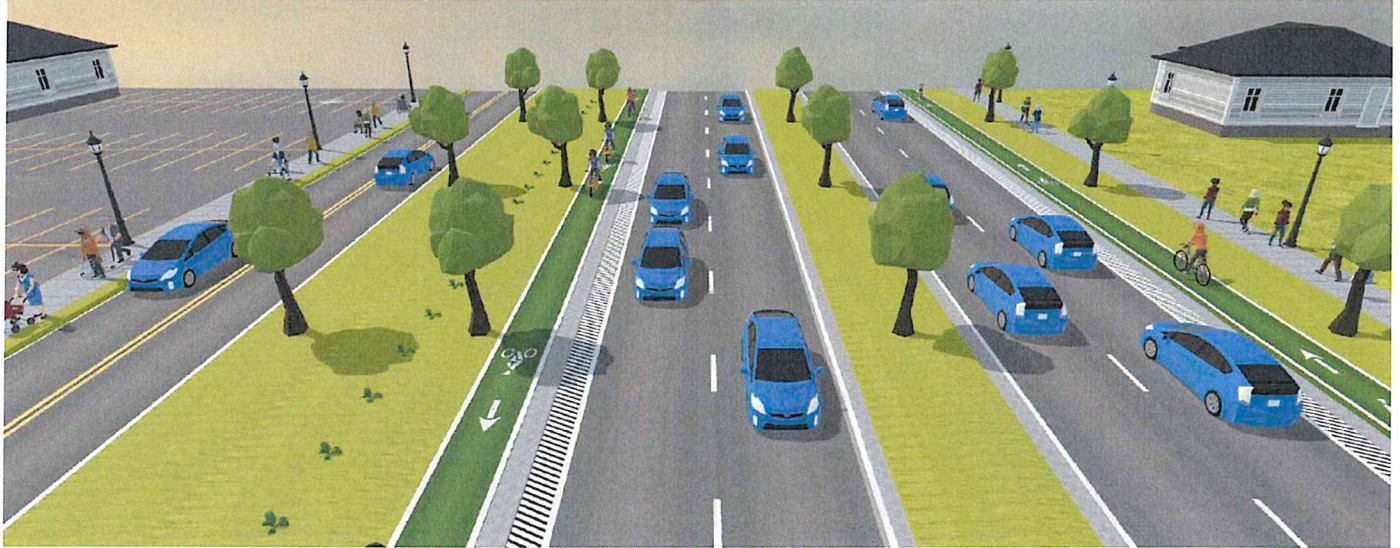
Meeting Date: March 7, 2024

Agenda Item No.

City of Fellsmere City Council
Agenda Request Form - continued
Discussion of CR512 Widening

SUBURBAN

Preferred – 4-lane section w/ frontage road



Alternative Boulevard Design



**City of Fellsmere City Council
Agenda Request Form**

Meeting Date: March 7, 2024

Agenda Item No. 14(g)

☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

☐ RESOLUTION
☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Purchase of Hadden Property in support of 97th Street Flood Mitigation and Paving

RECOMMENDED MOTION/ACTION: Authorize purchase of Hadden & Moss Properties in support of 97th Street Flood Mitigation and Paving

Approved by City Manager *[Signature]* **Date:** 3-5-24

Originating Department:	Costs: 253,710.50 + \$543,750 + closing costs (Moss) Funding Source: ARPA Acct. #	Attachments: Purchase Offer Letters Purchase Contracts
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Summary Explanation/Background:

In June 2020, City Council authorized an application to the State of Florida, Department of Economic Opportunity, Community Development Block Grant (CDBG) for disaster recovery from Hurricane Irma. The project includes paving 97th Street from Willow to the Water Plant, constructing a non-paved portion east to CR512, and providing large areas for flood mitigation. Since this road is a standard 40' wide Fellsmere Water Control District (FWCD right-of-way (ROW), additional land is needed to pave the road and provide swale drainage.

This item seeks authorization from City Council for the purchase of the Hadden Property at 12635 97th St. and the Moss Property at 12855 97th St. itemized as follows:

\$205,000.00 Appraised Value	\$415,000.00 Appraised Value
\$ 45,000.00 22% Increase (waive relocation cost)	\$103,750.00 25% Increase (replacement housing)
\$ 3,710.50 Closing Costs	\$ 25,000.00 Additional payment (waive relocation cost)
	\$ TBD Closing Costs
\$253,710.50 HADDEN	\$543,750.00 + Closing Costs MOSS

HADDEN

The offer of 22% exceeds the base 10% authorized by Council. When negotiating with the Owner, all communications from the City in regards to the purchase clearly reflected our offer of a full \$250,000. The City Attorney is providing a waiver to be signed by Mr. Hadden in regards to relocation expenses since, under a voluntary acquisition, he is not eligible for such expenses. This payment is similar to that previously approved for the Moss Property.

MOSS

The offer of 25% exceeds the base 10% and was authorized by Council at prior Council meeting. When negotiating with the Owner, the Owner was not aware that certain costs were reimbursable and was expecting to use the full funds (as shown above) to apply toward his new purchase. The owner is now requesting the offer include the additional \$25,000.00 be paid as an addition to the purchase price to help reduce his downpayment on his new home, which is an allowed lump sum payment under federal regulations. Just as with Moss, the City Attorney is providing a waiver to be signed in regards to relocation expenses.

The project is nearing design completion and construction should commence in late 2024.

Joel Tyson, Mayor
Mark D. Mathes, City Manager

cultivate. nurture. grow...

Fellsmere

January 9, 2024

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Albert T. Hadden, Jr.
12635 97th Street
Fellsmere, FL 32948

RE: Property Address: 12635 97th St., Fellsmere, FL 32948
Tax Parcel No. 31370000001154200001.1
City Matter Number - 22-194A

On November 29, 2022, the City of Fellsmere advised you of our interest in purchasing a portion of your property along 97th Street in order to complete flood and drainage improvements. At that time, the City notified you that an independent appraiser would be hired to determine the value of the property. You subsequently advised the City that you were not interested in selling a portion of your property and instead preferred to sell the entirety of the property to the City.

On May 7, 2023, the City received the completed appraisal prepared by Drake & Boyle, Inc. Therein, the appraised value of your property was determined to be \$205,000.00. In addition to the appraised value of \$205,000.00 you are entitled to receive a Temporary Relocation Allowance of up to \$22,500 to relocate from your home or purchase a new home, upon receipt from you of documentation to support your relocation expenses. Additionally, the City is willing to increase the purchase price for Attorney fees and other costs that could be associated with purchasing property for governmental purposes. The City is required to offer the Temporary Relocation Allowances by the Federal Funding Agency.

If you choose to waive your right to the Temporary Relocation Allowance and other costs to the City that could be associated with the purchase of your property located at 12635 97th Street, Fellsmere, Florida 32948, the City will pay you Two Hundred Fifty Thousand Dollars (\$250,000.00) as payment in full for your property. You will be signing an "AS IS" Contract for Residential Sale and Purchase (the "Contract") which will contain the Purchase terms.

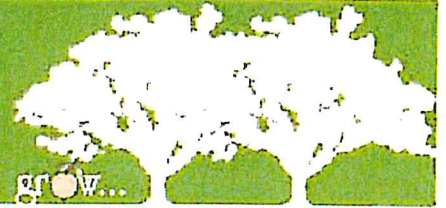
If this offer is acceptable, please carefully review the enclosed Contract. Once signed by you, the Contract must be delivered to:

City of Fellsmere, Florida
Mark D. Mathes, City Manager
22 S. Orange Street
Fellsmere, FL 32948

for review and signing by the City. The Contract is not valid until signed by the City.

Joel Tyson, Mayor
Mark D. Mathes, City Manager

cultivate. nurture. grow...



Fellsmere

If you have any questions, please call Mark D. Mathes, City Manager, at (772) 646-6303.

Sincerely,


Joel Tyson, Mayor

1* **PARTIES:** Albert T. Hadden, Jr. ("Seller"),
2* and City of Fellsmere, Florida ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: 12635 97th Street, Fellsmere, Florida 32948
8* (b) Located in: Indian River County, Florida. Property Tax ID #: 31-37-00-00001-1542-00001/1
9* (c) Real Property: The legal description is FELLSMERE FARMS COS SUB PBS 2-1&2 N 165 FT OF W 87 FT OF
10 E 151.98 FT OF TRACT 1542 (OR BK 506 PP 25). See Warranty Deed OR 1013, Page 730

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 by other terms of this Contract.

- 14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
17 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
18 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
19 keys, and storm shutters/storm protection items and hardware ("Personal Property").

20 Other Personal Property items included in this purchase are: All pool equipment and cleaning tools and hurricane shutters.

21 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 22 (e) The following items are excluded from the purchase: None

23 **PURCHASE PRICE AND CLOSING**

24 **2. PURCHASE PRICE (U.S. currency):**\$ 250,000.00

- 25 (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection)\$ _____

26 The initial deposit made payable and delivered to "Escrow Agent" named below
27 (CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank,
28 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
29 SHALL BE DEEMED SELECTED.

30 Escrow Agent Name: Dill, Evans & Rhodeback

31 Address: 1565 U.S. Highway 1

Phone: 772-589-1212

32 Email: lori@dilleevans.com

Fax: 772-589-5212

- 33 (b) Additional deposit to be delivered to Escrow Agent within 10 (if left blank, then 10)
34 days after Effective Date\$ 7,500.00

35 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 36 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

- 37 (d) Other:\$ _____

- 38 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
39 transfer or other Collected funds (See STANDARD S)\$ 242,500.00

40 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

- 41 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
42 January 19, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
43 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
44 the counter-offer is delivered.

- 45 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
46 initialed and delivered this offer or final counter-offer ("Effective Date").

- 47 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
48 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
49 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of
50
51
52

this Contract, the Closing shall occur on or before March, 14, 2024 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☒ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- | | |
|--|--|
| <ul style="list-style-type: none">Documentary stamp taxes and surtax on deed, if anyOwner's Policy and Charges (if Paragraph 9(c)(i) is checked)Title search charges (if Paragraph 9(c)(iii) is checked)Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)Charges for FIRPTA withholding and reporting | <ul style="list-style-type: none">HOA/Condominium Association octoppel feesRecording and other fees needed to cure titleSeller's attorneys' feesOther: <u>See Paragraph 20</u> |
|--|--|

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- | | |
|--|--|
| <ul style="list-style-type: none">Taxes and recording fees on notes and mortgagesRecording fees for deed and financing statementsOwner's Policy and Charges (if Paragraph 9(c)(ii) is checked)Survey (and elevation certification, if required)Lender's title policy and endorsementsHOA/Condominium Association application/transfer feesMunicipal lien search (if Paragraph 9(c)(ii) is checked)Other: <u>All Costs deleted in 9(a) above</u> | <ul style="list-style-type: none">Loan expensesAppraisal feesBuyer's InspectionsBuyer's attorneys' feesAll property related insuranceOwner's Policy Premium (if Paragraph 9(c)(iii) is checked) |
|--|--|

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

- or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.
- 12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

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

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|---|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> J. Interest-Bearing Acct | <input type="checkbox"/> V. Sale of Buyer's Property | _____ |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> W. Back-up Contract | _____ |
| <input type="checkbox"/> L. RESERVED | | |

Buyer's Initials _____

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Seller's Initials _____

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20. ADDITIONAL TERMS:

Seller will pay Property Taxes for 2023 and up to the closing date for 2024.

Buyer will pay all standard closing costs except property taxes for 2024 which will be prorated and paid by Seller to the Indian River County Tax Collector at closing.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

City of Fellsmere, Florida

Buyer: Joel Tyson, Mayor Date: _____

Buyer: _____ Date: _____

Seller: Albert T. Hadden, Jr. Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice

22 S. Orange Street
Fellsmere, Florida 32948

Seller's address for purposes of notice

12635 97th Street
Fellsmere, Florida 32948

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any

Listing Sales Associate

Cooperating Broker, if any

Listing Broker

1* PARTIES: Albert T. Hadden, Jr. ("Seller"),
2* and City of Fellsmere, Florida ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:

- 7* (a) Street address, city, zip: 12635 97th Street, Fellsmere, Florida 32948
8* (b) Located in: Indian River County, Florida. Property Tax ID #: 31-37-00-00001-1542-00001/1
9* (c) Real Property: The legal description is FELLSMERE FARMS COS SUB PBS 2-1&2 N 165 FT OF W 87 FT OF
10 E 151.98 FT OF TRACT 1542 (OR BK 506 PP 25). See Warranty Deed OR 1013, Page 730

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 by other terms of this Contract.

- 14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
17 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
18 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
19 keys, and storm shutters/storm protection items and hardware ("Personal Property").
20 Other Personal Property items included in this purchase are: All pool equipment and cleaning tools and hurricane shutters.

21* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 22 (e) The following items are excluded from the purchase: None

23
24*
25
26 PURCHASE PRICE AND CLOSING

27* 2. PURCHASE PRICE (U.S. currency):.....\$ 250,000.00

- 28* (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection)\$
29 The initial deposit made payable and delivered to "Escrow Agent" named below

30* (CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.

33* Escrow Agent Name: Dill, Evans & Rhodeback

34* Address: 1565 U.S. Highway 1

Phone: 772-589-1212

35* Email: lori@dillevans.com

Fax: 772-589-5212

- 36* (b) Additional deposit to be delivered to Escrow Agent within 10 (if left blank, then 10)
37* days after Effective Date\$ 7,500.00

38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

- 40* (d) Other:.....\$

- 41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42* transfer or other Collected funds (See STANDARD S).....\$ 242,500.00

43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* January 19, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

- 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

- 50 4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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Seller's Initials: ATH

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this Contract, the Closing shall occur on or before March, 14, 2024 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☒ CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- | | |
|---|---|
| • Documentary stamp taxes and surtax on deed, if any | • HOA/Condominium Association entrance fee |
| • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked) | • Recording and other fees needed to cure title |
| • Title search charges (if Paragraph 9(c)(iii) is checked) | • Seller's attorneys' fees |
| • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked) | • Other: <u>See Paragraph 20</u> |
| • Charges for FIRPTA withholding and reporting | |

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- | | |
|---|--|
| • Taxes and recording fees on notes and mortgages | • Loan expenses |
| • Recording fees for deed and financing statements | • Appraisal fees |
| • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) | • Buyer's Inspections |
| • Survey (and elevation certification, if required) | • Buyer's attorneys' fees |
| • Lender's title policy and endorsements | • All property related insurance |
| • HOA/Condominium Association application/transfer fees | • Owner's Policy Premium (if Paragraph 9(c)(iii) is checked) |
| • Municipal lien search (if Paragraph 9(c)(ii) is checked) | |
| • Other: <u>All Costs deleted in 9(a) above</u> | |

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

- ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- ☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or
- ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**
- ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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Seller's Initials *ATH*

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

Buyer's Initials SM

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Seller's Initials ATN

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

Buyer's Initials 

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Seller's Initials

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

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

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

Buyer's Initials SH

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|---|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHAVA Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> J. Interest-Bearing Acct | <input type="checkbox"/> V. Sale of Buyer's Property | _____ |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> W. Back-up Contract | _____ |
| <input type="checkbox"/> L. RESERVED | | |

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20. ADDITIONAL TERMS:

Seller will pay Property Taxes for 2023 and up to the closing date for 2024.

Buyer will pay all standard closing costs except property taxes for 2024 which will be prorated and paid by

~~Seller to the Indian River County Tax Collector at closing.~~

~~Seller to give buyer a credit for the prorated taxes~~

To the date of closing and paid by seller to the Indian
River County Tax Collector at closing.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

City of Fellsmere, Florida

Buyer: Joel Tyson, Mayor

Date: 1-18-24

Buyer:

Date:

Seller: Albert T. Hadden, Jr.

Date: 1-15-24

Seller:

Date:

Buyer's address for purposes of notice

22 S. Orange Street
Fellsmere, Florida 32948

Seller's address for purposes of notice

12635 97th Street
Fellsmere, Florida 32948

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any

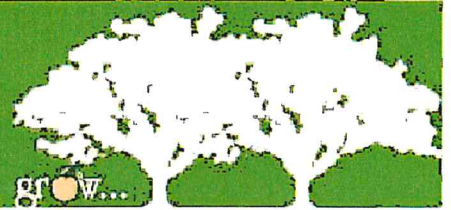
Listing Sales Associate

Cooperating Broker, if any

Listing Broker

Joel Tyson, Mayor
Mark D. Mathes, City Manager

cultivate. nurture. grow...



Fellsmere

February 26, 2024

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Roger L. Moss
12855 97th Street
Fellsmere, FL 32948

RE: Property at 12855 97th St., Fellsmere, FL 32948
Tax Parcel No. 31370000001154000002.0

On November 29, 2022, the City of Fellsmere advised you of our interest in purchasing a portion of your property along 97th Street in order to complete flood and drainage improvements. At that time, the City notified you that an independent appraiser would be hired to determine the value of the property. You subsequently advised the City that you were not interested in selling a portion of your property and instead preferred to sell the entirety of the property to the City and were requesting purchase price at 25% over appraised value plus moving expenses.

On May 7, 2023, the City received the completed appraisal prepared by Drake & Boyle, Inc. Therein, the appraised value of your property was determined to be \$415,000.00. In addition to the appraised value of \$415,000.00 you are entitled to receive a Temporary Relocation Allowance of up to \$25,000 to relocate from your home or purchase a new home, **upon receipt from you of documentation to support your relocation expenses.** Additionally, the City Council, at their February 15, 2024, meeting, agreed to increase the purchase price to appraised value plus 25% for Attorney fees and other costs that could be associated with purchasing property for governmental purposes.

\$415,000.00	Appraised property value
\$103,750.00	25% of purchase price additional monies
\$ 25,000.00	Moving Expenses
\$543,750.00	Total Purchase Offer Price after 2/15/2024

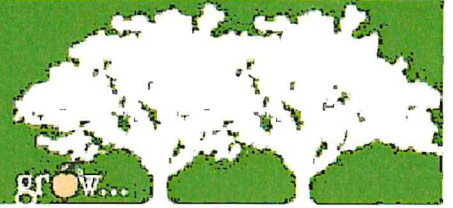
The City is required to offer the Temporary Relocation Allowances by the Federal Funding Agency. If you choose to waive your right to the Temporary Relocation Allowance and other costs to the City that could be associated with the purchase of your property located at 12855 97th Street, Fellsmere, Florida 32948, the City will pay you Five Hundred Eighteen Thousand Seven Hundred Fifty Dollars (\$518,750.00) as payment in full for your property. You will be signing an "AS IS" Contract for Residential Sale and Purchase (the "Contract") which will contain the Purchase terms.

If this offer is acceptable, please carefully review the enclosed Contract. Once signed by you, the Contract must be delivered to:

22 South Orange Street Fellsmere, Florida 32948-6700
Phone: 772-646-6324 Email: grantadmin@cityoffellsmere.org

Joel Tyson, Mayor
Mark D. Mathes, City Manager

cultivate. nurture. grow...



Fellsmere

City of Fellsmere, Florida
Mark D. Mathes, City Manager
22 S. Orange Street
Fellsmere, FL 32948

for review and signing by the City. The Contract is not valid until signed by the City.

If you have any questions, please call Mark D. Mathes, City Manager, at (772) 646-6303.

Sincerely,
/s/ Joel Tyson

Joel Tyson, Mayor

**"AS IS" Residential Contract
For Sale And Purchase**
THIS FORM HAS BEEN APPROVED BY
THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Roger L. Moss and Roger Hubert Moss ("Seller"),
and City of Fellsmere, Florida ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 12855 97th Street, Fellsmere, Florida 32948

(b) Located in: Indian River County, Florida. Property Tax ID #: 31370000001154000002.0

(c) Real Property: The legal description is FELLSMERE FARMS COS SUB PBS 2-1&2 N 192.03 FT OF W 453.68 FT OF E 540.5 FT OF TR 1540, LESS N 116 FT OF W 97 FT OF E 540.5 FT (OR BK 506 PP 27)

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency):..... \$ 518,750.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 7,500.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 10 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)

SHALL BE DEEMED SELECTED.

Escrow Agent Name: Dill, Evans and Rhodeback

Address: 1565 U.S. Highway 1 Phone: 772-589-1212

Email: lori@dilleevans.com Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

(d) Other:..... \$ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S)..... \$ 511,250.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before March 15, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

this Contract, the Closing shall occur on May 16, 2024 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☒ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☒ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").
- (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- ~~Documentary stamp taxes and curtax on deed, if any~~
- ~~Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)~~
- ~~Title search charges (if Paragraph 9(c)(iii) is checked)~~
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: See Paragraph 20

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: All costs deleted
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have 30 _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

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

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|---|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> J. Interest-Bearing Acct | <input type="checkbox"/> V. Sale of Buyer's Property | _____ |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> W. Back-up Contract | _____ |
| <input type="checkbox"/> L. RESERVED | | |

590 20. ADDITIONAL TERMS: _____
591 *Seller shall pay property taxes for 2024 up to the closing date.* _____
592 *Buyer will pay all standard closing costs except property taxes for 2024.* _____
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608 COUNTER-OFFER

609 ☐ Seller counters Buyer's offer.

610 [The remainder of this page is intentionally left blank.
611 This Contract continues with Line 612 on Page 13 of 13.]

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

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

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice

22 S. Orange Street

Fellsmere, Florida 32948

Seller's address for purposes of notice

12855 97th Street

Fellsmere, Florida 32948

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any

Listing Sales Associate

Cooperating Broker, if any

Listing Broker

Buyer's Initials _____

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Seller's Initials _____

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