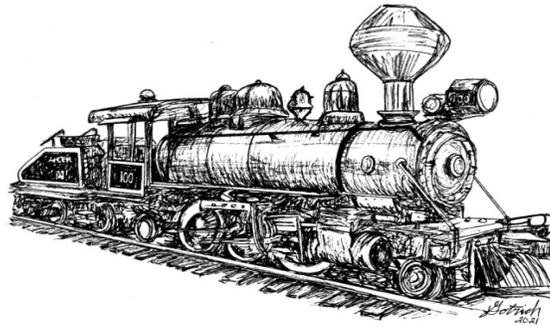


Town of Century  
7995 N. Century Blvd.  
Century, Florida 32535



www.TownOfCenturyFlorida.com  
(850)256-3208

Council Meeting Agenda  
7995 N Century Blvd.  
May 02, 2023  
7:00 p.m.

Confirm Advertisement of Bill List Review/Council Meeting

1. Open Meeting with Prayer
2. Pledge of Allegiance
3. Roll Call
4. Public Forum
5. Ministerial Acts
  - a. Approval of Minutes
    - 1) January 10, 2023 Cross Connection Plan Workshop Minutes
    - 2) January 17, 2023 Bill List Review Minutes
    - 3) January 17, 2023 Council Meeting Minutes
    - 4) April 25, 2023 Charter Review Minutes
  - b. Approval of Bill List -- May 02, 2023 Bill List
6. Robert Hudson      Financials
7. Danita Andrews      Update on Project Thumbtack
8. Robin Phillips      Update on CBDG-CV Grant  
Carver Community Center and Century Community Center
9. Mayor Boutwell      Legislative Appropriations for Water Meters
10. Staff Report
11. Mayor's Report
12. Council Comments
13. Public Forum
14. Adjourn

§ In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding should contact the Town Clerk no later than noon the day of the meeting to request assistance.

§ If HEARING impaired, please contact TDD (TDD-Telecommunications Device for the Deaf) at 1-800-955-8771.

§ If VOICE impaired, please contact the Florida Relay Service at 1-800-955-8770, for assistance.

§ If a person decides to appeal any decision with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for that purpose, he may need to ensure that a "verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal to be based." Minutes of the Town Council meetings can be obtained from the Town Clerk's office. The cost of duplication and/or court reporter will be at the expense of the requesting party. Minutes are recorded, but are not transcribed verbatim.

**Council Meeting Minutes  
Town Hall  
January 10, 2023  
7:00 p.m.**

Council Members  
Present:

Luis Gomez  
Dynette Lewis  
Sandra McMurray Jackson  
Interim Council Member Shelisa McCall  
Interim Council Member Alicia Johnson

Others Present:

Ben Boutwell, Mayor  
Leslie Howington, Town Clerk  
Dale Long, Engineer

**1. Call to Order**

Council President Luis Gomez confirmed the advertisement of Council Meeting/Bill List Review and called the meeting to order at 7:00 p.m.

**2. Prayer**

Town Clerk Leslie Howington prayed.

**3. Pledge**

**4. Dale Long                      Cross Connection Control Plan Discussion**

Council President Gomez turned the floor over to Town Engineer Dale Long.

Leslie read from Matt's Attorney Opinion regarding Alicia Johnson not taking the oath of office on the first Monday of January.

On Jan 6, 2023, at 2:08 PM, Leslie Howington <[lhowington@centuryflorida.us](mailto:lhowington@centuryflorida.us)> wrote:

To confirm Alicia Johnson will be able to participate at the Table for the upcoming Workshop on January 10, 2023 and will take our (odd) oath during the January 17, 2023 Council Meeting.

**Leslie Howington, CMC**  
Town Clerk

**From:** Matt Dannheisser [<mailto:mdannheisser@dannheisserlaw.com>]  
**Sent:** Friday, January 6, 2023 1:52 PM  
**To:** Leslie Howington  
**Cc:** Benjamin Boutwell; Leslie A. Glassman; Matt Dannheisser  
**Subject:** RE: Oath of Office for Interim Council Members

Leslie:

Sorry for the delay in responding. I have been out of pocket with some medical issues.

I am of the same opinion as Mayor Boutwell that Charter Section 5.05(c) does not apply to circumstances where one has been appointed by the Town Council to fill a vacancy on the Town Council.

For that matter, I am unaware of any applicable legal authority (e.g., other Charter provisions, Town ordinances, Florida Statutes, etc.) which requires an individual who has been appointed by the Town Council to fill a vacancy on the Council to take any oath of

office as a predicate to assuming his or her position. Art. II, Sec. 5(b) of the Florida Constitution requires all “*state and county*” officials to take an oath before entering upon their duties. However, a member of a municipal council is neither a state or county official. See, Fla. AGO 85-94.

Matt

Ms. Howington added that Mr. Dannheisser advised that Ms. Johnson may sit at the Council Table and participate as a Council Member during tonight’s Workshop.

Leslie Howington explained that Mayor Boutwell had flu like symptoms today and, while he stayed in communication with her during the day, he will not be able to participate in tonight’s Workshop. He sends word that he is fully versed in this matter and supports it.

Engineer Dale Long shared a PowerPoint presentation emphasizing how the back flow legislation will affect customers. (See page 5 of presentation, attached).

Mr. Long asked the Town Council to require a reduced pressure back flow on all the connections. They are a little more expensive; however, the most common two inch and are smaller not too much more. Mr. Long suggested one backflow size throughout the Town so that staff can quickly verify it is an appropriate size.

Mr. Long requested Town Council consider the reference to 45 days on page 6, adding that businesses will need time to find a plumber.

The backflow is behind the meter; therefore, it belongs to the customer.

Maintaining and testing is what customers are not accustomed to.

Page 7 details what to do if a customer reports that they cross contaminated water.

Mr. Long recommends staff inspect residents’ backflow.

Mr. Long anticipates push back from commercial customers. Most are not aware of this Florida Rule. This is a cost they were not expecting, even higher if problems are found.

Maintaining the records takes a lot of work by the staff.

Not having a Cross Connection Control Plan was a finding on the Sanitary Survey. At the next annual inspection, it will be asked for, together with the records of customers’ backflow preventers.

As evidenced on Page 10, not just anyone can inspect a back flow. The Town trained staff members on that last summer.

Ms. Howington asked if there would be a cost to the resident customers for staff maintaining their backflow preventer. Mr. Long stated that is a decision for the Town Council to make.

Interim Council Member Alicia Johnson stated that most of the dual checks are not testable. Heath Burkett agreed.

Staff maintenance could be worked into the policy and set a backflow fee to the monthly bill. \$5.00 at the most, to pay for the hardware and staff.

Mr. Long referenced the Town's Legislative Appropriation and acknowledged that the Town has not received the paperwork on that.

Kevin Merchant stated the dual checks are \$75 each.

Two 60 day timelines

1. Submit the results of passing the test complete with any repairs.
2. At 60 days, start pursuing responses.

Building a data base of who has what will require a great deal of administration work. DEP will want to see this documentation and record keeping during their inspections.

Mr. Long suggested Council Members peruse the Cross Connection Control Plan and see what they would like to adjust.

Council Member Lewis asked what sparked this plan. Mr. Long shared that it has been on the books for about a decade, and while it did exist before in the Town, DEP requires a new one be written since neither the Town nor DEP could find a copy of it.

Council President Gomez asked when this was discovered. Mr. Long responded it was found as a deficiency in December of 2021. There is a three year cycle of inspection.

Council President Gomez asked when was the last time we passed the inspection. Mr. Long has never seen a water system meet 100% of the requirements.

Council President Gomez confirmed that a Sanitary Survey and annual inspection are two different things.

Council President Gomez requested information on when backflow inspections will be done. Mr. Long stated that they must be done every year consistently. Council President Gomez noted that we have not been maintaining records for these last four years.

Council President Gomez stated that customers are not expecting this. Mr. Long stated that every year the Town will provide a letter to the customer stating they have 60 days to

provide a certified test. If the customer finds something wrong with it, they get it fixed and then submit the certification.

All commercial addresses need to be maintained.

Council Member Lewis stated that the plumber should be responsible to send the inspection report to the Town. Interim Council Member Johnson stated that the plumber presents three copies. One for the customer, one for the Town and one the plumber keeps.

Council Member Lewis asked if we have a system in place to check. Interim Council Member Johnson stated that we did; the tester leaves a tag on it so even if the customer does not have the paperwork, the plumber can provide them.

Council Member Lewis asked how is this executed. Town of Century cannot be the only one in this position. Mr. Long suggested one staff member in the office and one in the field be responsible for this project each year. The employees are aware of this program.

The meters are owned by the Town.  
Backflows are owned by the commercial residents.

Council President Gomez stated that it would be good if we could fund residential backflows with the Legislation Appropriation.

Mr. Long reiterated Council Member Lewis' comment that there is a lot of front-end work that has to be done by staff before testing begins.

Commercial customers would pay for their own backflow preventer so the Town would not add a charge to their bill. Council President Gomez would like the least cost to the customer.

Council Member Lewis asked about the prison. Mr. Burkett stated that it belongs to the Town and it was recently repaired.

Mr. Burkett knows that Century Woods and Century Park Apartments are aware of the backflow preventer.

Churches are considered commercial, including the annexes. Churches have residential meters on them. Mr. Long suggested taking the residential meters out and putting a commercial meter in. Mr. Burkett stated that the Council may want to consider grandfathering in churches. Mr. Long suggested the smaller businesses probably do not have backflow.

Mr. Long stated that the Town would have a list of plumbers. Mr. Merchant advised that the average cost is \$75 not including installation.

There is a yearly inspection by the Town that is required for the three-year inspection.

Grandfathering would still require testing. If there is cross-contamination by a grandfathered business or church, the Town would be responsible if it allowed the grandfathering.

Council Member Lewis suggested grandfathering in those that pass the inspection.

Council President Gomez asked if staff could work on the commercial meters for a fee. It must be a licensed plumber and those who work on the back side of the meter are responsible for the entire backflow.

Additions can be added on the other side of the back flow preventer such as a pond.

Mr. Merchant stated that if it starts leaking three months after the annual test, it must be re-inspected, so there is the possibility of more than one test per year.

Mr. Long stated that the next step is to refine the document. He recommended the Council read it and make comments. Mr. Long will compile the comments and start a draft of the Resolution.

Council Member Lewis asked if we have considered an action plan as to how to implement that.

Council President Gomez stated the first step would be to compose a list of customers, residential and commercial. Mr. Burkett stated they have been installing these every time they put new services with dates the meters were installed. Additionally, Mr. Burkett suggested starting the annual process by route book.

Council President Gomez asked that if we get the Legislative Appropriation will we hire a contractor to administer and install the new meters. Mr. Long advised that the meters are different than backflow and would not qualify for funding under the Legislative Appropriate for meters.

Council President Gomez invited comments from the Public. There were none.

## **5. Adjourn**

The meeting adjourned at 8:12 p.m.

Respectfully submitted,

Leslie Howington, CMC  
Town Clerk



**BACKFLOW PREVENTION &  
CROSS-CONNECTION CONTROL**

**POLICIES & REGULATIONS**

**EFFECTIVE: September, 2022**

7995 N Century Blvd,  
Century, FL 32535  
Phone: (850) 256-3208



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## **BACKFLOW PREVENTION & CROSS-CONNECTION CONTROL**

### **SECTION 1 - AUTHORITY**

- (A) Authority for the establishment of this program is contained in the Florida Safe Drinking Water Act, Section 403.086 and Sections 403.850-430.864 Florida Statutes. The Florida Statutes are promulgated in the Florida Administrative Code, Chapter 62-555.360 which states, "Each community water system (CWS) shall establish and implement a cross-connection control program utilizing backflow protection at or for service connections from the CWS in order to protect the CWS from contamination caused by cross-connections on customers' premises. This program shall include a written plan that is developed using recommended practices of the American Water Works Association (AWWA) set forth in *Recommended Practice for Backflow Prevention and Cross-Connection Control: AWWA Manual M14, Third Edition.*"
- (B) The Statutes require that the water system establish a policy for the mandatory requirement of backflow prevention at certain service connections and adopt requirements no less stringent than those required by Florida Administrative Code (F.A.C.).
- (C) The Statutes also require the water system establish a policy regarding the ownership, installation, inspection/testing, and maintenance of backflow prevention where required within the water system. The Statute requires that policies be adopted and enforced for the temporary or permanent elimination of service connections that fail to meet the regulatory requirements.
- (D) The Town of Century, hereinafter referred to as "Town", has adopted Resolution No. **2022-001**, which is included in Appendix A. The resolution authorizes the Town to establish and implement a CCC program and references the following policies noted herein. A copy of the resolution letter can be found in Appendix A.

[END OF SECTION 1]

### **SECTION 2 - DEFINITIONS**

Air Gap - An air gap is a vertical, physical separation between the end of a water supply outlet and the flood-level rim of a receiving vessel. This separation must be at least twice the diameter of the water supply outlet and never less than one inch. An air gap is considered the maximum protection available against backpressure backflow or back-siphonage but is not always practical and can easily be bypassed.

Atmospheric Vacuum Breaker - A backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work in a vertical plane only. The moving part consists of a poppet valve, which must be carefully sized to slide in a guided chamber and effectively shut-off the reverse flow of water when a negative pressure exists.

Auxiliary Water Supply (AWS) - Any water supply on or available to the premises other than the

purveyor's approved public potable water supply. These auxiliary water supplies may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids". These waters may be polluted, contaminated or may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Backflow - The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable supply of water from any source or sources other than its intended source.

Back Pressure - Backflow caused by a pump, elevated tank, boiler or other means that could create pressure greater than the supply pressure.

Back Siphonage - Backflow due to a negative or sub atmospheric pressure within a water system.

Backflow Prevention Device - A device to counteract back pressure or prevent back siphonage.

Backflow Prevention Device - Approved - The term approved backflow prevention device shall mean a device that has met the requirements of AWWA-C-506, Hersey BSG, or Town approved equal.

Containment - A method of controlling potential and/or confirmed cross-connections by installation of a double check assembly or a reduced pressure principle backflow prevention device.

Cross-Connection - Any physical arrangement whereby a public water supply system is connected directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage, or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, or any other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections.

Customer - The property owner and/or occupant of the premises served by the Town of Century.

Double Check Valve Assembly (DC) - An assembly composed of two single, independently acting check valves, including tightly closing shutoff valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve.

Double Check Detector Assembly (DCDA) - An assembly composed of a main-line double check valve assembly with a bypass (detector) arrangement around the main-line double check valve assembly (DC) that shall contain a water meter and a double check valve assembly (DC).

Dual Check Device (DuC) - A device containing two internally loaded, independently operating check valves.

Health Hazard - Any condition, devices, or practices in any water supply system or in its operation which create or may create a danger to the health and well-being of the water consumer. The degrees of Health Hazards are as defined in AWWA M14.

Isolation - A method of controlling potential and/or confirmed cross-connections by installation of an air gap separation or a vacuum breaker.

Non-Residential Service Connection - Any other service connection, other than a residential service connection defined below.

Pressure Vacuum Breaker (PVB) - A pressure vacuum breaker is similar to an atmospheric vacuum breaker except that the checking unit "poppet valve" is activated by a spring. This type of vacuum breaker does not require a negative pressure to react and can be used on the pressure side of a valve.

Public Water Supply (PWS) - Any system or water supply intended or used for human consumption or other domestic use, including source, treatment, storage, and distribution where water is furnished to any community, collection or number of individuals, or is made available to the public for human consumption or domestic use, but excluding supplies serving one single family residence.

Reduced Pressure Principle Backflow Prevention Device (RP) - A device incorporating two or more check valves and an automatically operating differential relief valve located between the two check valves, two shutoff valves and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure of the public water supply side of the device even at cessation of normal flow. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere, thereby providing an air gap in the device. This air gap shall also be above the 100-year flood level.

Reduced-Pressure Principle Detector Assembly (RPDA) - An assembly consisting of a main line RP with a bypass arrangement around the RP that shall contain a water meter and an RP.

Residential Service Connection - Any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building, or premises, containing only dwelling units.

Town - Town of Century Water System

[END OF SECTION 2]

### **SECTION 3 - POLICY**

- (A)  The policies detailed herein apply to all new and existing customers.
- (B) Cross-connections, as defined in Rule 62-550.200, F.A.C., are prohibited unless appropriate backflow protection is provided to prevent backflow through the cross-connection into the public water system.
- (C) All single-family residential service connections shall be provided with a  dual check (DuC) backflow preventer of the type specified by the Town.

- (D) All non-residential service connections, unless otherwise noted below, shall be provided by the customer with a Reduced Pressure Principle (RP) backflow prevention device installed per the requirements of the Town.
- (E) All service connections that are intended for a wet pipe sprinkler system, wet standpipe or fire protection system shall be provided with a double check detector assembly (DCDA) or reduced pressure principal backflow device with detector (RPDA).
- (F) The Florida Department of Environmental Protection (FDEP) shall allow an exception to the requirement for backflow protection at or for a residential or non-residential dedicated fire service connection from a CWS to a wet-pipe sprinkler, or wet standpipe, fire protection system if both of the following conditions are met:
1. The fire protection system was installed and last altered before May 5, 2014.
  2. The fire protection system contains no chemical additives and is not connected to an auxiliary water supply as defined in Section 2.
- The Town may elect not to allow this acceptance.
- (G) All backflow prevention devices shall be installed at a location designated by the Town. Generally, this will be immediately on the customer's side of the meter. If circumstances make this location impractical, then the backflow prevention device may be placed further downstream from the meter. However, any piping between the meter and the backflow prevention device must be either exposed or readily accessible for inspection.
- (H) All new customer-owned backflow preventers required at or for dedicated fire service connections from the Town shall be listed by a nationally recognized testing laboratory, such as Underwriters Laboratories, Inc., or Factory Mutual, Inc., pursuant to Chapter 633, Florida Statutes.
- (I) Backflow prevention devices shall be tested as indicated in Section 6 – Maintenance and Testing or as required by regulation.
- (J) All new backflow protection required at or for service connections from the Town shall conform to, or comply with, the following standards:
1. New dual check valves (DuCs) shall conform to the latest edition of American Society of Sanitary Engineering (ASSE) Standard 1024 or Canadian Standards Association (CSA) Standard B64.6 or B64.6.1.
  2. New double check valve (DC) assemblies shall conform to the latest edition of ASSE Standard 1015, American Water Works Association (AWWA) Standard C510, or CSA Standard B64.5.
  3. New double check detector (Dcda) assemblies shall conform to the latest edition of ASSE Standard 1048.
  4. New pressure vacuum breaker (PVB) assemblies shall conform to the latest edition of

ASSE Standard 1020 or CSA Standard B64.1.2.

5. New reduced-pressure principle detector assemblies (RPDA) shall conform to the latest edition of ASSE Standard 1047.
  6. New air gaps shall comply with the latest edition of American Society of Mechanical Engineers (ASME) Standard A112.1.2.
- (K) Cross-connections described below, cross-connections between a public water system and a wastewater system or reclaimed water system are prohibited (i.e., an air gap shall be maintained between any public water system and any wastewater system or reclaimed water system).
- (L) Upon discovery of a prohibited, bypassed, removed or any other inappropriately protected cross-connection, the Town either shall ensure that the cross-connection is eliminated, shall ensure that appropriate backflow protection is installed to prevent backflow into the public water system, or shall discontinue water service. If the discovered cross-connection is on the premises of a customer and if the customer's premises is in a category described in Table 62-555.360-2 F.A.C in Rule 62-555.360 F.A.C., the Town shall ensure that appropriate backflow protection is provided by the customer at or for the water service connection to the customer regardless of whether the cross-connection is eliminated or whether internal backflow protection is installed at the cross-connection to the customer's plumbing system. The Town shall act to meet these requirements by notification as described herein and the discontinuance of service upon failure of the customer to immediately comply.
- (M) The Town will consider, and may approve, on a case-by-case basis deviations to the policy requested and justified in writing; but in no case shall there be any outlet, tee, tap, or connection of any type to or from the water piping between the water meter, or property line, and the required backflow protection. The Town will decide how to deal with deviations. 

[END OF SECTION 3]

#### **SECTION 4 - RESPONSIBILITY**

- (A) The Town is responsible for the protection of its public potable water distribution system from backflow of contaminants or pollutants through any water service connection. The Town is also responsible for exercising reasonable control over customer's systems to ensure that proper steps are taken to install, maintain, and test the required backflow prevention systems.
- (B) If, in the judgment of the Town, an approved backflow prevention device is required at the water service connection to any of its customer's premises for the safety of the users of the water system, the Town shall give notice in writing to the customer that an approved backflow prevention device shall be installed at the customer's expense within 45 days. An example template of the notice is provided in Appendix C.
- (C) If, in the judgment of the Town, an existing backflow prevention device is not functioning

correctly or has not been maintained or tested in accordance with the requirements of this document and places the safety of the users of the system at risk, the Town shall give notice in writing to the customer that replacement or repairs to the approved backflow prevention device shall be made at the customer's expense within 45 days. An example template of the notice is provided in Appendix C.

- (D) Each non-residential customer shall be responsible for the cost of installation of an approved backflow prevention device at each water service. The selection and installation of the backflow device shall be approved by the Town of Century. Construction shall be consistent with installation criteria in AWWA Manual M14 as incorporated into subsection 62-555.360(2), F.A.C., and shall assure the backflow protection is installed as close as practical to the Town's meter or customer's property line but, in all cases, before the first distribution line off of the customer's water service line. All devices shall meet the applicable AWWA standards for the applicable type. Backflow prevention device installation criteria are reproduced from AWWA Manual M14 in Appendix B. Residential backflow prevention except as outlined above shall be provided by the Town.
- (E) Each non-residential customer shall own, maintain, and test the Backflow Prevention System installed on their individual water service in accordance with this document. Residential backflow prevention devices shall be owned, maintained, and tested by the Town.
- (F) Failure, refusal, or inability on the part of the customer to meet the Town's written time schedule for installation, replacement, or repair of said device or devices shall constitute grounds for discontinuance of water service until such device or devices have been properly installed. Any licensed plumber may install the proper device in the correct manner. Contact the Town at 850-256-3208 if additional information is needed.
- (G) In the event of any known or suspected accidental pollution or contamination of the customer's or the Town's potable water system, the customer shall promptly take steps to confine any further spread of pollution or contamination and shall immediately notify the Town of the situation by contacting the Town at 850-256-3208, 24 hours a day. Any customer failing to comply with this requirement shall be subject to the full extent of all penalties of law.

[END OF SECTION 4]

**SECTION 5 - CONNECTION EVALUATION & INSPECTIONS**

- (A) The Town shall evaluate all new construction for the requirements of the backflow prevention system required to meet the requirements of this document prior to the initiation of service. The Town has the option to evaluate the customer's premises at a service connection from the Town using a "Water Use Questionnaire" and, if necessary, will also review the construction plans or conduct an on-site inspection. An example template of the "Water Use Questionnaire" for both residential and non-residential service connections are supplied in Appendix C.
- (B) The Town shall conduct inspections of customer's premises where suspected cross-connections or potential cross-connections may exist or as part of a routine inspection

## BACKFLOW PREVENTION & CROSS-CONNECTION CONTROL

program. Customers shall be notified in advance of the inspections and the reason for the inspections. Should any cross-connections or potential cross-connections be detected, the customer shall be notified in writing of the appropriate type of backflow prevention device to be installed. Refusal by a customer to allow an inspection shall be considered prima facie evidence of the existence of cross-connections, thereby requiring the installation of an approved reduced pressure principle backflow prevention device or the disconnection of service if compliance is not met within 45 days.

- (C) Except as noted below, existing facilities are grandfathered with regards to type of backflow prevention device required as long as the devices are properly maintained and tested. Failure to properly maintain and/or test the devices shall be grounds to require the customer to comply with the more stringent requirements of this document.
- (D) For existing facilities, a survey of the customer's water system may be conducted. The Town shall evaluate the customer's premises at an existing - i.e., previously constructed - service connection whenever the customer connects to a reclaimed water distribution system, whenever an auxiliary water system is discovered on the customer's premises, whenever a prohibited or inappropriately protected cross-connection is discovered on the customer's premises, and whenever the customer's premises is altered under a building permit in a manner that could change the backflow protection required at or for a service connection to the customer. Such surveys need not be a detailed inspection of the location or disposition of water lines but can be confined to establishing the water use on the premises; the existence of any cross-connections; the availability of auxiliary water supplies; the availability of pollutants, contaminants and other liquid, solid or gaseous substances that may be used industrially for stabilization of water supplies and other procedures for determining the degree of health hazard. If, in the opinion of the System, the existing use constitutes an extreme hazard to the safety of the users of the system, the Town of Century may require the customer to comply with the more stringent requirements of this document.
- (E) All water customers of the Town shall be required to notify the Town in writing or by phone of any changes in their water usage or a change in use of premises. Any change of use shall require the backflow prevention device(s) be brought into compliance with the more stringent requirements of this document.

[END OF SECTION 5]

## SECTION 6 - MAINTENANCE & TESTING

- (A) Routine testing of non-residential customer backflow prevention device(s) shall be scheduled by the customer with a certified tester and shall be paid for by the customer. The frequency of testing will be dependent upon the type of device installed and the potential health hazard involved. The Town shall maintain a record of the use of the facility and shall notify the customers of required testing in accordance with the requirements of 62-555.360 F.A.C.
- (B) All air gaps being required at or for service connections pursuant to Table 62-555.360-2, which appears at the end of Rule 62-555.360, F.A.C., shall be inspected at least annually.

## BACKFLOW PREVENTION & CROSS-CONNECTION CONTROL

Persons inspecting air gaps required at or for service connections shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:

1. The American Backflow Prevention Association;
  2. The American Society of Sanitary Engineering;
  3. The American Water Works Association;
  4. The Florida Water and Pollution Control Operations Association;
  5. The University of Florida Center for Training, Research, and Education for Environmental Occupations; or
  6. Any other organization or school approved in writing by the Town.
- (C) All backflow prevention devices being required at or for non-residential service connections pursuant to Table 62-555.360-2 F.A.C, which is enclosed in Appendix D, shall be tested after installation or repair and at least annually thereafter and shall be repaired or replaced if they fail to meet performance standards. Persons testing backflow preventer connections for fire protection systems be a certified Fire Protection System Contractor I or II pursuant to Chapter 633, Florida Statutes. Persons testing backflow preventer assemblies for all other service connections shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification from one of the following organizations or schools:
1. The American Backflow Prevention Association;
  2. The American Society of Sanitary Engineering;
  3. The American Water Works Association;
  4. The Florida Water and Pollution Control Operations Association;
  5. The University of Florida Center for Training, Research, and Education for Environmental Occupations; or
  6. Any other organization or school approved in writing by the Town.
- (D) Backflow prevention devices being required at or for residential service connections pursuant to Table 62-555.360-2 F.A.C. shall be tested after installation or repair and at least biennially thereafter and shall be repaired or replaced if they fail to meet performance standards.
- (E) Dual Checks being required at or for service connections pursuant to Table 62-555.360-2 F.A.C, which appears at the end of Rule 62-555.360, F.A.C., shall be refurbished or replaced at least once every 5 years or at a lesser frequency determined by the Town based on data from backflow sensing meters in its system.

- (F) Residential Service connections not otherwise identified in (B) thru (E) above shall be refurbished or replaced at 10-year intervals unless failure is noted earlier.
  
- (G) All customers notified of required testing shall be provided 60 days' notice to complete the required testing and provide certification. Testing shall be completed by a certified tester. Upon completion of testing, the customer shall provide the Town the test result records. Testing that results in the necessity of repairs shall be documented and documentation shall be provided to the Town along with certification of the completion of repairs or replacement of the backflow prevention device.
  
- (H) Failure to complete the testing within the 60-day period shall be cause for one of the following actions at the discretion of the Town:
  - 1. The Town may elect to test the backflow prevention device and charge the customer for the service on the monthly water bill. Failure to pay the bill shall be cause to discontinue service. Should repairs or replacement be required that in the opinion of the Town cause a danger to users of the system, the customer will be provided with no more than 24 hours' notice of discontinuation of service. This time WILL NOT be extended for any reason. Otherwise, the Town of Century shall give notice of 14 days to have repairs and or replacement made. Service will be discontinued at the end of the 14 days if repairs/replacement have not been made.
  
  - 2. The Town may elect to provide 48 hours' notice of discontinuation of service.
  
- (I) Backflow preventer assemblies required at or for service connections from the Town shall be tested using the procedures in one of the following standards or manuals:
  - 1. The latest edition of the American Society of Sanitary Engineering (ASSE) Standards 5013, 5015, 5020, 5047, and 5048;
  
  - 2. The latest edition of Canadian Standards Association (CSA) Standard B64.10.1;
  
  - 3. The latest edition of *Backflow Prevention: Theory & Practice* by the University of Florida Center for Training, Research, and Education for Environmental Occupations;
  
  - 4. The latest edition of the *Manual of Cross-Connection Control* by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research Center; or
  
  - 5. Any other standard or manual approved in writing by the Town.
  
- (J) Testing equipment used to test backflow preventer assemblies required at or for service connections from the Town shall be verified/calibrated at least annually in accordance with the equipment manufacturer's recommendation.

[END OF SECTION 6]

**SECTION 7 - RECORDS**

- (A) The Town shall maintain an inventory of the service connections in the system and the type of use and backflow prevention devices for each service. The Town shall maintain records regarding the installation, inspection/testing and repair/replacement of backflow prevention devices within the system in accordance with 62-555.360 F.A.C.

[END OF SECTION 7]

**Appendix A**

RESOLUTION NO. [2022-01]

A RESOLUTION OF THE TOWN OF CENTURY ESTABLISHING A CROSS-CONNECTION CONTROL PROGRAM

WHEREAS, a community water system is responsible for supplying its customers with water that meets federal and State drinking water standards;

WHEREAS, a community water system is responsible for the protection of its water distribution system from contamination or pollution due to backflow of contaminants or pollutants through water service connections; and

WHEREAS, Rule 62-555.360, Florida Administrative Code, requires that each community water system shall establish and implement a cross-connection control program utilizing backflow protection at or for service connections in order to protect the community water system from contamination caused by cross-connections on customer's premises.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF CENTURY:

Section 3 in the Cross-Connection Control Program Plan for the Town of Century, dated September XX, 2022, shall establish where backflow protection at or for service connections is mandatory.

Section 4 in the Cross-Connection Control Program Plan for the Town of Century, dated September XX, 2022, shall establish requirements regarding ownership, installation, inspection/testing, and maintenance of mandatory backflow protection at or for service connections.

Upon the effective date of this resolution, all prior and conflicting resolutions, or parts of resolutions, establishing a cross-connection control program, or parts of a cross-connection control program, shall be repealed, rescinded, superseded, and replaced by this resolution.

This resolution shall become effective September XX, 2022.

PASSED AND ADOPTED by the Town of Century on the XX day of September, 2022.

Town of Century

**Appendix B**

**Installation Criteria for a Dual Check Device (DuC)**

- A DuC must be installed in the orientation as it was approved by the testing agency.
- A DuC must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from creation of a closed system also must be evaluated because excessive pressure can damage the device or other plumbing components.
- A DuC should be sized hydraulically, taking into account both volume requirements and pressure loss through the device.
- A pipeline should be thoroughly flushed before a DuC is installed to ensure that no dirt or debris is delivered into the device because dirt or debris might adversely affect the DuC's working abilities.
- A DuC shall be installed where it can be inspected or replaced as necessary.

**Installation Criteria for a Double Check Valve Assembly (DC) or Double Check Detector Assembly (DCDA)**

- A DC or DCDA must be installed in the orientation as it was approved by the testing agency with no field modifications allowed.
- A DC or DCDA must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from the creation of a closed system also must be evaluated to prevent damage to the assembly or other plumbing-system components.
- A DC or DCDA shall be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A DC or DCDA should not be installed in a pit or below grade when possible. If the DC or DCDA must be installed in a vault, adequate space for testing and maintenance must be provided. If the DC or DCDA must be installed below grade, the test cocks shall be sealed or plugged so water or debris cannot collect in the test cock.
- A pipeline should be thoroughly flushed before a DC or DCDA is installed to ensure that no dirt or debris is delivered to the assembly because dirt or debris might adversely affect the assembly's working abilities.
- A DC or DCDA shall be installed a minimum of 12 inches above the surrounding grade and floodplain. The installation shall not be installed where platforms, ladders, or lifts are required for access. If an assembly must be installed higher than 5 feet above grade, a permanent platform shall be installed around the assembly to provide access for workers.
- A DC or DCDA shall be installed where it can be easily field-tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate testing, disassembly, and assembly of the DC or DCDA.
- If a DC or DCDA must be subjected to environmental conditions that could freeze or heat the assembly beyond working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

**Installation Criteria for a Pressure Vacuum Breaker Assembly (PVB)**

- A PVB must be installed in the orientation as it was approved by the testing agency.
- A PVB must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can happen from the creation of a closed system also must be evaluated because a PVB cannot be exposed to backpressure.
- A PVB shall not be installed where it is subjected to backpressure.
- A PVB should be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A pipeline should be thoroughly flushed before a PVB is installed to ensure that no dirt or debris is delivered into the assembly because dirt or debris might affect the PVB's working abilities.
- A PVB must not be installed in a pit or below grade where the air inlet could become submerged in water or where fumes could be present at the air inlet because this installation might allow water or fumes to enter the assembly.
- A PVB shall be installed a minimum of 12 inches above the highest point of use and any downstream piping supplied from the assembly. The installation should not be installed where platforms, ladders, or lifts are required for access. If an assembly must be installed higher than 5 feet above grade, a permanent platform should be installed around the assembly to provide access for workers.
- A PVB shall be installed where it can be easily field-tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate disassembly, repairs, testing, and other maintenance.
- A PVB may periodically discharge water from the air inlet. The effect of this discharge on the area around the assembly must be evaluated.
- If a PVB must be subjected to environmental conditions that could freeze or heat the assembly beyond its working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

**Installation Criteria for a Reduced-Pressure Principle Assembly (RP) or Reduced-Pressure Principle Detector Assembly (RPDA)**

- An RP or RPDA must be installed in the orientation as it was approved by the testing agency.
- An RP or RPDA must not be subjected to conditions that would exceed its maximum working water pressure and temperature rating. The increased pressure that can occur because of the creation of a closed system also must be evaluated because excessive backpressure can damage the assembly or other plumbing components.
- An RP or RPDA should be sized hydraulically, taking into account both volume requirements and pressure loss through the assembly.
- A pipeline should be thoroughly flushed before an RP or RPDA is installed to ensure that no dirt or debris is delivered into the assembly because dirt or debris might adversely affect the assembly's working abilities.
- An RP or RPDA must not be installed in a pit or below grade where the relief valve could become submerged in water or where fumes could be present at the relief-valve discharge because this installation might allow water or fumes to enter the assembly.
- An RP or RPDA shall be installed a minimum of 12 inches above the relief-valve discharge-port opening and the surrounding grade and floodplain. The installation should not be installed where platforms, ladders, or lifts are required for access. If an assembly is installed higher than 5 feet above grade, a permanent platform should be installed around the assembly to provide access for workers.
- An RP or RPDA shall be installed where it can be easily tested and repaired as necessary. The assembly shall have adequate clearance around it to facilitate disassembly, repairs, testing, and other maintenance.
- An RP or RPDA might periodically discharge water from the relief valve. The effect of this discharge from the relief valve around the assembly must be evaluated. If the RP or RPDA discharge is piped to a drain, an air-gap separation must be installed between the relief-valve discharge opening and the drain line leading to the drain.
- If an RP or RPDA must be subjected to environmental conditions that could freeze or heat the assembly beyond its working temperatures, some means of protection should be installed to provide the correct temperature environment in and around the assembly.

### **Air Gap Description**

- An air gap is a piping arrangement that provides an unobstructed vertical distance through free atmosphere between the lowest point of a water supply outlet and the overflow rim of an open, non-pressurized receiving vessel into which the outlet discharges.
- These vertical separations must be at least twice the effective opening (inside diameter) of the water supply outlet but never less than 1 inch.
- In locations where the outlet discharges within three times the inside diameter of the pipe from a single wall or other obstruction, the air gap must be increased to three times the effective opening but never less than 1.5 inches.
- In locations where the outlet discharges within four times the inside diameter of the pipe from two intersecting walls, the air gap must be increased to four times the effective opening but never less than 2 inches.
- Air gaps should not be approved for locations where there is potential for the atmosphere around the air gap to be contaminated nor should the inlet pipe be in contact with a contaminated surface or material.

**Appendix C**



**“Water Use Questionnaire” for Non-Residential Service Connections**

*Public Water System (PWS)No.* 1170613 *PWS Name* Town of Century

*Customer’s Name/Address:* \_\_\_\_\_

*Customer’s Phone No:* \_\_\_\_\_

*Service Connection Number(s):* \_\_\_\_\_

*Service Connection Address:* \_\_\_\_\_

*Description of Customer’s Business or Premises at Service Connection Address:* \_\_\_\_\_

**Is your business or premises in one or more of the following categories (check all that apply)?**

Beverage processing plant, including any brewery	
Cannery, packing house, rendering plant, or any facility where fruit, vegetable, or animal matter is processed, excluding any premises where there is only a restaurant or food service facility	
Chemical plant or facility using water in the manufacturing, processing, compounding, or treatment of chemicals, including any facility where a chemical that does not meet the requirements in Rule 62-555.320(3)(a), F.A.C., is used as an additive to the water	
Dairy, creamery, ice cream plant, cold-storage plant, or ice manufacturing plant	
Dye plant	
Film laboratory or processing facility or film manufacturing plant, excluding any small, noncommercial darkroom facility	
Hospital; medical research facility; sanitarium; autopsy facility; medical, dental, or veterinary clinic where surgery is performed; or plasma center	
Laboratory, excluding any laboratory at an elementary, middle, or high school	
Laundry (commercial), excluding any self-service laundry or Laundromat	
Marine repair facility, marine cargo handling facility, or boat moorage	
Metal manufacturing, cleaning, processing, or fabricating facility using water in any of its operations or processes, including any aircraft or automotive manufacturing plant	
Mortuary	
Premises where oil or gas is produced, developed, processed, blended, stored, refined, or transmitted in a pipeline or where oil or gas tanks are repaired or tested, excluding any premises where there is only a fuel dispensing facility	
Premises where there is an auxiliary or reclaimed water system	
Premises where there is a cooling tower	
Premises where there is an irrigation system that is using potable water and that is connected directly to the PWS’s distribution system via a dedicated irrigation service connection	
Premises where there is a wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that is connected directly to the PWS’s distribution system via a dedicated fire service connection	
Radioactive material processing or handling facility or nuclear reactor	
Paper products plant using a wet process	
Plating facility, including any aircraft or automotive manufacturing plant	
Restricted-access facility	
Steam boiler plant	
Tall building—i.e., a building with five or more floors at or above ground level	
Wastewater treatment plant or wastewater pumping station	

*Customer Representative’s Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Customer Representative’s Printed Name:* \_\_\_\_\_



“Water Use Questionnaire” for Residential Service Connections

Public Water System No. 1770163

Public Water System Name Town of Century

Customer’s Name/Address:

Customer’s Phone No:

Service Connection Number(s):

Service Connection Address:

Does your premises have one or more of the following (check all that apply)?

Table with 2 columns and 3 rows listing water systems: An auxiliary or reclaimed water system\*, An irrigation system..., A wet-pipe sprinkler...

\* “Auxiliary water system” means a pressurized system of piping and appurtenances using auxiliary water, which is water other than the potable water being supplied by the public water system...

Customer’s Signature: Date: Customer’s Printed Name:



Air Gap Inspection Report

Public Water System (PWS) No.: 1770163

PWS Name: Town of Century

Customer's Name/Address:

Service Connection No.:

Service Connection Address:

Service Connection Category: non-residential [ ] residential [ ]

Service Connection Subcategory: standard [ ] irrigation [ ] fire [ ]

Location of Air Gap at/for Service Connection:

Comments:

I certify that the air gap at/for the above identified service connection complies with the requirements of the above identified PWS and has not been bypassed or otherwise been made ineffective.

Inspector's Signature: Date:

Inspector's Printed Name:

Inspector's Qualification:\*

\* The inspector's plumbing contractor certification or registration number or the inspector's backflow preventer tester certification organization and number.



**Backflow Preventer Assembly (BPA) Testing and Repair Report**

Public Water System (PWS): No. 1770163 Name: Town of Century  
 Customer Name/Address: \_\_\_\_\_  
 Service Connection (SC): No.: \_\_\_\_\_ Address: \_\_\_\_\_  
 SC: Category: non-residential  residential  Subcategory: standard  irrigation  fire   
 Location of BPA at/for SC: \_\_\_\_\_  
 BPA: Type: DC  DCDA  PVB  RP  RPDA  Size: \_\_\_\_\_  
 BPA: Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Serial No. \_\_\_\_\_  
 Detector Assembly Water Meter Reading: Before Test: \_\_\_\_\_ After Test: \_\_\_\_\_

Reduced-Pressure Principle Assembly				
Double Check Valve Assembly				
	Check Valve #1	Check Valve #2	Relief Valve	PVB
<b>Initial Test</b> Pass <input type="checkbox"/> Fail <input type="checkbox"/>	Closed Tight <input type="checkbox"/> _____ PSID Leaked <input type="checkbox"/>	Closed Tight <input type="checkbox"/> _____ PSID Leaked <input type="checkbox"/>	Opened at _____ PSID  Did Not Open <input type="checkbox"/>	<b>Air Inlet:</b> Opened at _____ PSID Did Not Open <input type="checkbox"/> <b>Check Valve:</b> Held at _____ PSID Leaked <input type="checkbox"/>
<b>Repair</b>	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced following:
<b>Final Test</b> Pass <input type="checkbox"/> Fail <input type="checkbox"/>	Closed Tight <input type="checkbox"/> _____ PSID	Closed Tight <input type="checkbox"/> _____ PSID	Opened at _____ PSID	<b>Air Inlet:</b> Opened at _____ PSID <b>Check Valve:</b> Held at _____ PSID
<b>Comments:</b>				
<b>Initial Test</b>	I certify that I used testing procedures meeting the requirements of the above identified PWS. Tester's Signature: _____ Date: _____ Tester's Printed Name: _____ Tester's Qualification: * _____ Tester's Gauge: Manufacturer: _____ Model: _____ Serial No.: _____ Date of Last Verification/Calibration: _____			
<b>Repair</b>	Repairer's Signature: _____ Date: _____ Repairer's Printed Name: _____			
<b>Final Test</b>	I certify that I used testing procedures meeting the requirements of the above identified PWS. Tester's Signature: _____ Date: _____ Tester's Printed Name: _____ Tester's Qualification: * _____ Tester's Gauge: Manufacturer: _____ Model: _____ Serial No.: _____ Date of Last Verification/Calibration: _____			

\* For any assembly at a dedicated fire service connection, the tester's Fire Protection System Contractor I or II certification number; for any other assembly, the tester's plumbing contractor certification or registration number or the tester's backflow preventer tester certification organization and number.



**Notice/Letter To A Customer Advising the Customer to Install Thermal Expansion Control if the Customer’s Plumbing System Incudes Storage Water Heating Equipment but Does Not Include Thermal Expansion Control**

[Insert date]

[Insert Customer Name]

[Insert Customer Street Address]

[Insert Customer City, State, and Zip Code]

RE: [Insert service connection number]

[Insert service connection address]

Dear [Insert Customer Name]:

As required by Rule 62-555.360, Florida Administrative Code, the [insert name of public water system] has established, and is implementing, a cross-connection control (CCC) program utilizing backflow protection at or for service connections from the water system in order to protect the water system from contamination caused by cross-connections on customers’ premises. Under our CCC program, we will install a backflow preventer in the meter box at the above referenced service connection.

This letter is to advise you that you might need to have thermal expansion control installed in the plumbing system connected to the above referenced service connection. When water is heated, it expands and requires more volume; this is called thermal expansion. A backflow preventer installed at a service connection will stop heated water in the customer’s plumbing system from expanding back into the public water system; the backflow preventer creates what is called a closed plumbing system at the customer’s premises. Thermal expansion in a closed plumbing system will cause an increase in pressure in the system. The increased pressure usually causes the temperature and pressure relief (T&P) valve on a water heater tank to open and discharge water from the water heater tank. But a T&P valve is not intended to be used for routine thermal expansion control, and if a T&P valve fails, the water heater tank might explode.

The current *Florida Building Code* requires that thermal expansion control shall be installed in closed plumbing systems using a water heater tank. **If your plumbing system includes a water heater tank but does not include thermal expansion control, you are advised to have thermal expansion control installed in your plumbing system within 60 days of the date of this letter.** We recommend you consult with a certified or registered plumbing contractor to determine the best solution for your specific needs.

If you have any questions, please contact me at [insert phone number] or [insert e-mail address].

Sincerely,

[Insert name and title of public water system representative]

[Redacted signature area]



Notice/Letter to a Customer Requesting Installation of a Backflow Preventer at or for a Service Connection

[Insert date]

[Insert Customer Name]

[Insert Customer Street Address]

[Insert Customer City, State, and Zip Code]

RE: [Insert service connection number]
[Insert service connection address]
[Insert service connection category and subcategory]

Dear [Insert Customer Name]:

As required by Rule 62-555.360, Florida Administrative Code, the Town of Century has established, and is implementing, a cross-connection control (CCC) program utilizing backflow protection at or for service connections from the water system in order to protect the water system from contamination caused by cross-connections on customers' premises. Under our CCC program, we have evaluated the above referenced service connection and the premises served by the connection, and we have determined backflow protection is required at or for the connection because [insert "it is a dedicated irrigation service connection", "it is a dedicated fire service connection", or "it serves premises in the following category: ..."].

This letter is to request you have a [insert the minimum type of backflow preventer required] [insert "(or a more protective backflow preventer)"] unless the minimum type of backflow preventer required is a reduced-pressure principle assembly or reduced-pressure principle detector assembly installed at or for the above referenced water service connection within 60 days after the date of this letter. The backflow preventer must be installed in accordance with the requirements in our CCC Program Plan [insert names of organizations/schools listed in Component III.D. of the public water system's CCC program plan]. [For your convenience, we are enclosing a list of fire protection system contractors, certified or registered plumbing contractors, and certified backflow preventer testers who are pre-approved to test assemblies that protect our water system.] . An appropriately certified fire protection system contractor must install backflow protection at or for a fire service connection. We recommend you consult with a certified or registered plumbing contractor regarding installation of other backflow protection.

The new backflow preventer must be tested immediately after it is installed. The testing must be conducted by an appropriately certified fire protection system contractor if the new backflow preventer is installed at or for a fire service connection; otherwise, the testing must be conducted by a certified or registered plumbing contractor or by a backflow preventer tester holding a current certification from the organizations listed in the CCC program. **The enclosed Backflow Preventer Assembly Testing and Repair Report form must be completed by the backflow preventer tester and returned to us at the letterhead address within 60 days after the date of this letter.**

If you have any questions, please contact me at [insert phone number] or [insert e-mail address].

Sincerely,
[Insert name and title of public water system representative]

Enclosures: [CCC Program Plan]
[Pre-Approved Backflow Preventer Tester List]
Backflow Preventer Assembly Testing and Repair Report Form



**Notice/Letter to a Customer Requesting Testing of a Backflow Preventer Assembly at or for a Service Connection**

[Insert date]

[Insert Customer Name]

[Insert Customer Street Address]

[Insert Customer City, State, and Zip Code]

RE: [Insert service connection number]

[Insert service connection address]

Dear [Insert Customer Name]:

As required by Rule 62-555.360, Florida Administrative Code, the Town of Century has established, and is implementing, a cross-connection control (CCC) program utilizing backflow protection at or for service connections from the water system in order to protect the water system from contamination caused by cross-connections on customers' premises. Under our CCC program, a customer-owned backflow preventer assembly has been installed at or for the above referenced water service connection, and [insert "annual" or "biennial"] testing of the assembly is required to ensure that it is functioning properly.

This letter is to request you now arrange for the [insert "annual" or "biennial"] testing of the customer-owned backflow preventer assembly that is installed at or for the above referenced water service connection and that is described on the enclosed Backflow Preventer Assembly Testing and Repair Report form. The testing must be conducted by a certified Fire Protection System Contractor I or II if the enclosed report form indicates that the assembly is at a fire service connection; otherwise, the testing must be conducted by a certified or registered plumbing contractor or by a backflow preventer tester holding a current certification from [insert names of organizations/schools listed in Component III.D. of the public water system's CCC program plan]. [For your convenience, we are enclosing a list of fire protection system contractors, certified or registered plumbing contractors, and certified backflow preventer testers who are pre-approved to test assemblies that protect our water system.]

If the testing discloses the assembly is not functioning properly, please have the necessary repairs made and have the assembly retested. **The enclosed testing and repair report form must be completed by the backflow preventer tester(s), and by the backflow preventer repairer if repairs are made, and returned to us at the letterhead address within 60 days after the date of this letter.**

If you have any questions, please contact me at [insert phone number] or [insert e-mail address].

Sincerely,

[Insert name and title of public water system representative]

Enclosures: Backflow Preventer Assembly Testing and Repair Report Form  
[Pre-Approved Backflow Preventer Tester List]

**Appendix D**

Table 62-555.360-2: Categories of Customers for Which Each Community Water System (CWS) Shall Ensure Minimum Backflow Protection Is Provided at or for the Service Connection from the CWS to the Customer (Effective 5-5-14)	
Category of Customer	Minimum Backflow Protection <sup>1</sup> to Be Provided at or for the Service Connection from the CWS to the Customer
Beverage processing plant, including any brewery	DC if the plant presents a low hazard <sup>2</sup> ; or RP if the plant presents a high hazard <sup>2</sup>
Cannery, packing house, rendering plant, or any facility where fruit, vegetable, or animal matter is processed, excluding any premises where there is only restaurant or food service facility	RP
Car wash	RP
Chemical plant or facility using water in the manufacturing, processing, compounding, or treatment of chemicals, including any facility where a chemical that does not meet the requirements in paragraph 62-555.320(3)(a), F.A.C., is used as an additive to the water	RP
Dairy, creamery, ice cream plant, cold-storage plant, or ice manufacturing plant	RP <sup>3</sup>
Dye plant	RP
Film laboratory or processing facility or film manufacturing plant, excluding any small, noncommercial darkroom facility	RP
Hospital; medical research center; sanitarium; autopsy facility; medical, dental, or veterinary clinic where surgery is performed; or plasma center	RP
Laboratory, excluding any laboratory at an elementary, middle, or high school	RP
Laundry (commercial), excluding any self-service laundry or Laundromat	RP
Marine repair facility, marine cargo handling facility, or boat moorage	RP
Metal manufacturing, cleaning, processing, or fabricating facility using water in any of its operations or processes, including any aircraft or automotive manufacturing plant	DC if the facility presents a low hazard <sup>2</sup> ; or RP if the facility presents a high hazard <sup>2</sup>
Mortuary	RP
Premises where oil or gas is produced, developed, processed, blended, stored, refined, or transmitted in a pipeline or where oil or gas tanks are repaired or tested, excluding any premises where there is only a fuel dispensing facility	RP
Premises where there is an auxiliary or reclaimed water system <sup>4,5</sup>	A. At or for a residential service connection <sup>6</sup> ; DuC <sup>7</sup>

	B. At or for a non-residential service connection <sup>6</sup> : DC if the auxiliary or reclaimed water is a low hazard <sup>8,9</sup> ; or RP if the auxiliary or reclaimed water is a high hazard <sup>8,9</sup>
Premises where there is a cooling tower	RP
Premises where there is an irrigation system that is using potable water and that: I. Is connected directly to the CWS's distribution system via a dedicated irrigation service connection	I. At or for a residential or non-residential dedicated irrigation service connection <sup>6</sup> : PVB if backpressure cannot develop in the downstream piping <sup>10</sup> ; or RP if backpressure could develop in the downstream piping <sup>10</sup>
II. Is connected internally to the customer's plumbing system	II. None <sup>11</sup>
Premises where there is a wet-pipe sprinkler, or wet standpipe, fire protection system that is using potable water and that: I. Is connected directly to the CWS's distribution system via a dedicated fire service connection <sup>12</sup>	I.A. At or for a residential dedicated fire service connection <sup>6</sup> : DuC if the fire protection system contains no chemical additives and is not connected to an auxiliary water system <sup>4</sup> ; or RP or RPDA if the fire protection system contains chemical additives or is connected to an auxiliary water system <sup>4,13</sup>
II. Is connected internally to the customer's plumbing system	I.B. At or for a non-residential dedicated fire service connection <sup>6</sup> : DC or DCDA if the fire protection system contains no chemical additives and is not connected to an auxiliary water system <sup>4</sup> ; or RP or RPDA if the fire protection system contains chemical additives or is connected to an auxiliary water system <sup>4,13</sup>
	II. None <sup>11</sup>
Radioactive material processing or handling facility or nuclear reactor	RP
Paper products plant using a wet process	RP
Plating facility, including any aircraft or automotive manufacturing plant	RP
Restricted-access facility	RP
Steam boiler plant	RP

**BACKFLOW PREVENTION & CROSS-CONNECTION CONTROL**

Tall building – i.e., a building with five or more floors at or above ground level	DC if the customer has no potable water distribution lines connected to the suction side of a booster pump; or RP if the customer has one or more potable water distribution lines connected to the suction side of a booster pump
Wastewater treatment plant or wastewater pumping station	RP
Customer supplied with potable water via a temporary or permanent service connection from a CWS fire hydrant	Varies <sup>14</sup>

<sup>1</sup> Means of backflow protection, listed in an increasing level of protection, include the following: a dual check device (DuC); a double check valve assembly (DC) or double check detector assembly (DCDA); a pressure vacuum breaker assembly (PVB); a reduced-pressure principle assembly (RP) or reduced-pressure principle detector assembly (RPDA); and an air gap. A PVB may not be used if backpressure could develop in the downstream piping.

<sup>2</sup> The CWS shall determine the degree of hazard. “Low hazard” or “non-health hazard” and “high hazard” or “health hazard” are defined in *AWWA Manual M14* as incorporated in paragraph 62-555.360(1)(a), and subsection 62-555.360(2), F.A.C.

<sup>3</sup> A DC may be provided if it was installed before 5-5-14; and if such a DC is replaced on or after 5-5-14, it may be replaced with another DC.

<sup>4</sup> For the purpose of this table, “auxiliary water system” means a pressurized system of piping and appurtenances using auxiliary water, which is water other than the potable water being supplied by the CWS and which includes water from any natural source such as a well, pond, lake, spring, stream, river, etc., includes reclaimed water, and includes other used water or industrial fluids described in *AWWA Manual M14* as incorporated in paragraph 62-555.360(1)(a), and subsection 62-555.360(2), F.A.C.; however, “auxiliary water system” specifically excludes any water recirculation or treatment system for a swimming pool, hot tub, or spa. (Note that reclaimed water is a specific type of auxiliary water and a reclaimed water system is a specific type of auxiliary water system.)

<sup>5</sup> The Department shall allow an exception to the requirement for backflow protection at or for a residential or non-residential service connection from a CWS to premises where there is an auxiliary or reclaimed water system if all of the following conditions are met:

- The CWS is distributing water only to land owned by the owner of the CWS.
- The owner of the CWS is also the owner of the entire auxiliary or reclaimed water system up to the points of auxiliary or reclaimed water use.
- The CWS conducts at least biennial inspections of the CWS and the entire auxiliary or reclaimed water system to detect and eliminate any cross-connections between the two systems.

<sup>6</sup> For the purpose of this table, “residential service connection” means any service connection, including any dedicated irrigation or fire service connection, that is two inches or less in diameter and that supplies water to a building, or premises, containing only dwelling units; and “non-residential service connection” means any other service connection.

<sup>7</sup> A DuC may be provided only if there is no known cross-connection between the plumbing system and the auxiliary or reclaimed water system on the customer’s premises. Upon discovery of any cross-connection between the plumbing system and any reclaimed water system on the customer’s premises, the CWS shall ensure that the cross-connection is eliminated. Upon discovery of any cross-connection between the plumbing system and any auxiliary water system other than a reclaimed water system on the customer’s premises, the CWS shall ensure that the cross-connection is eliminated or shall ensure that the backflow protection provided at or for the service connection is equal to that required at or for a non-residential service connection.

<sup>8</sup> Reclaimed water regulated under Part III of Chapter 62-610, F.A.C., is a low hazard unless it is stored with surface water in a pond that is part of a stormwater management system, in which case it is a high hazard; well water is a low hazard unless determined otherwise by the CWS; industrial fluids and used water other than reclaimed

water are high hazards unless determined otherwise by the CWS; reclaimed water not regulated under Part III of Chapter 62-610, F.A.C., and surface water are high hazards.

<sup>9</sup> Upon discovery of any cross-connection between the plumbing system and any reclaimed water system on the customer's premises, the CWS shall ensure that the cross-connection is eliminated.

<sup>10</sup> A DC may be provided if both of the following conditions are met:

- The dedicated irrigation service connection initially was constructed before 5-5-14.
- No chemicals are fed into the irrigation system.

<sup>11</sup> The CWS may rely on the internal backflow protection required under the *Florida Building Code* or the predecessor State plumbing code. The CWS may, but is not required to, ensure that such internal backflow protection is inspected/tested and maintained the same as backflow protection provided at or for service connections from the CWS.

<sup>12</sup> The Department shall allow an exception to the requirement for backflow protection at or for a residential or non-residential dedicated fire service connection from a CWS to a wet-pipe sprinkler, or wet standpipe, fire protection system if both of the following conditions are met:

- The fire protection system was installed and last altered before 5-5-14.
- The fire protection system contains no chemical additives and is not connected to an auxiliary water system as defined in Footnote 4.

<sup>13</sup> Upon discovery of any cross-connection between the fire protection system and any reclaimed water system on the customer's premises, the CWS shall ensure that the cross-connection is eliminated.

<sup>14</sup> The CWS shall ensure that backflow protection commensurate with the degree of hazard is provided at or for the service connection from its fire hydrant.

*Rulemaking Authority 403.086(8), 403.853(3), 403.861(9) FS. Law Implemented 403.086(8), 403.852(12), 403.853(1), 403.855(3), 403.861(17) FS. History—New 11-19-87, Formerly 17-22.660, Amended 1-18-89, 1-3-91, 1-1-93, Formerly 17-555.360, Amended 8-28-03, 5-5-14.*



# BACKFLOW PREVENTION & CROSS-CONNECTION CONTROL PLAN (CCCP)

# Section 1 – Authority - Why do we need a CCCP?

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The FDEP as outlined in the Florida Safe Drinking Water Act requires all Public Water Systems (PWS) to be responsible for the protection of their public potable water distribution system from backflow of contaminants or pollutants through all water service connections.

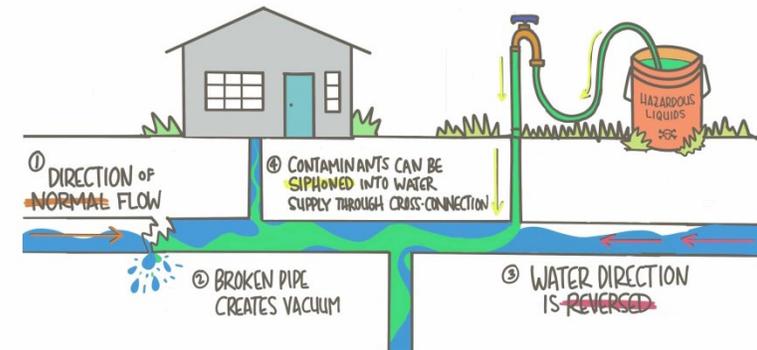
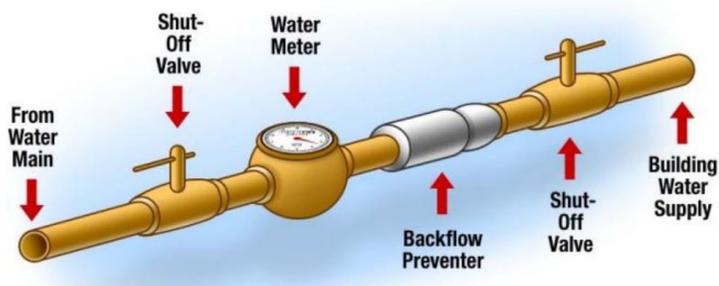
- The statute requires the Town to be responsible for exercising reasonable control over customer's systems to ensure that proper steps are taken to install, maintain, and test the required backflow prevention systems.
- The Statute requires the Town to establish a policy regarding the ownership, installation, inspection/testing, and maintenance of backflow prevention where required within the water system.
- The Statute requires the Town to adopt a Resolution which authorizes the Town to establish and implement a CCC program and references the policies noted within the CCCP.

## Section 2 – Definition - What is a Cross Connection?

A Cross Connection is any temporary or permanent connection between a public water system and any source or system containing non-potable water or other substances.

An example would be the piping between a public water system and an auxiliary water system such as a cooling system or irrigation system.

Backflow is the undesirable reversal of flow of non-potable water or other substances through a cross-connection and into the piping of a public water system or consumer's potable water system. Backflow into a public water system can pollute or contaminate the water in that system which can make the water unusable or unsafe to drink.



# Definitions - Types of BFPs

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There are multiple types of Backflow Prevention Devices including the most common:

- **Dual Check (DuC) Device** – Device incorporating two internally loaded, independently operating check valves. Commonly used for residential services.
- **Reduced Pressure Principle (RP) Device** – Device incorporating two or more check valves and an automatically operating differential relief valve located between the two check valves, two shutoff valves and equipped with necessary appurtenances for testing. Commonly used for non-residential services.
- **Double Check Valve Assembly (DC)** – Assembly composed of a main-line double check valve assembly with a bypass (detector) arrangement around the main-line double check valve (DC) assembly that shall contain a water meter and a double check valve assembly. Commonly used for fire water systems.



## Section 3 - Policy

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- Cross-connection control policy shall apply to all customers both new and existing.
- Cross-connections are prohibited unless appropriate backflow protection is provided to prevent backflow through the cross-connection into the public water system.
- All single-family residential service connections shall be provided with a dual check (DuC) backflow preventer of the type specified by the Town.
- All non-residential service connections, unless otherwise noted below, shall be provided by the customer with a Reduced Pressure Principle (RP) backflow prevention device installed per the requirements of the Town.
- All service connections that are intended for a wet pipe sprinkler system, wet standpipe or fire protection system shall be provided with a double check detector assembly (DCDA) or reduced pressure principal backflow device with detector (RPDA).
- Grandfathering Exception.

## Section 4 - Responsibility

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The Town is responsible for the protection of its public potable water distribution system from backflow of contaminants or pollutants through any water service connection. The following would apply to all commercial customers.

- Each non-residential customer shall be responsible for the cost of installation of an approved backflow prevention device at each water service.
- If an approved backflow prevention device is required at the water service connection to any of its customer's premises for the safety of the users of the water system, the Town shall give notice in writing to the customer that an approved backflow prevention device shall be installed at the **customer's expense within 45 days**.
- If an existing backflow prevention device is not functioning correctly or has not been maintained or tested in accordance with the requirements of this document, the Town shall give notice in writing to the customer that replacement or repairs to the approved backflow prevention device shall be made at the **customer's expense within 45 days**.

## Section 4 – Responsibility (Continued)

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- Each non-residential customer shall own, maintain, and test the Backflow Prevention System installed on their individual water service at their cost in accordance with this document.
- Failure, refusal, or inability on the part of the customer to meet the Town's written time schedule for installation, replacement, or repair of said device or devices shall constitute grounds for discontinuance of water service until such device or devices have been properly installed. Any licensed plumber may install the proper device in the correct manner.
- In the event of any known or suspected accidental pollution or contamination of the customer's or the Town's potable water system, the customer shall promptly take steps to confine any further spread of pollution or contamination and shall immediately notify the Town of the situation by contacting the Town at 850-256-3208, 24 hours a day. Any customer failing to comply with this requirement shall be subject to the full extent of all penalties of law.
- Residential backflow prevention except as outlined above shall be provided by the Town. Residential backflow prevention devices shall be owned, maintained, and tested by the Town.

## Section 5 – Connection, Evaluation, and Inspections

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- The Town shall evaluate all new construction of backflow prevention systems to ensure they meet the requirements of this document prior to the initiation of service.
- The Town shall conduct inspections of customer's premises where suspected cross-connections or potential cross-connections may exist or as part of a routine inspection program. Customers shall be notified in advance of the inspections and the reason for the inspections.
- Except as noted below, existing facilities are grandfathered with regards to type of backflow prevention device required as long as the devices are properly maintained and tested. Failure to properly maintain and/or test the devices shall be grounds to require the customer to comply with the more stringent requirements of this document.

## Section 5 – Connection Evaluation, and Inspections (Continued)

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- The Town shall evaluate the customer's premises at an existing (previously constructed) service connection whenever:
  - The customer connects to a reclaimed water distribution system.
  - Whenever an auxiliary water system is discovered on the customer's premises.
  - Whenever a prohibited or inappropriately protected cross-connection is discovered on the customer's premises.
  - Whenever the customer's premises is altered under a building permit in a manner that could change the backflow protection required at or for a service connection to the customer.
- All water customers of the Town shall be required to notify the Town in writing or by phone of any changes in their water usage or a change in use of premises. Any change of use shall require the backflow prevention device(s) be brought into compliance with the more stringent requirements of this document.

## Section 6 – Maintenance and Testing

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- Routine testing of non-residential customer backflow prevention device(s) shall be scheduled by the customer with a certified tester and shall be paid for by the customer. The Town shall maintain a record of the use of the facility and shall notify the customers of required testing in accordance with the requirements of 62-555.360 F.A.C.
- All non-residential customer backflow prevention devices being shall be tested after installation or repair and at least annually thereafter and shall be repaired or replaced if they fail to meet performance standards.
- Persons testing backflow preventer connections for fire protection systems be a certified Fire Protection System Contractor I or II pursuant to Chapter 633, Florida Statutes.
- Persons testing backflow preventer assemblies for all other service connections shall be a certified or registered plumbing contractor or shall be a backflow preventer tester holding a current certification.
- Backflow prevention devices being required at or for residential service connections shall be tested **by the Town** after installation or repair and at least biennially (every other year) thereafter and shall be repaired or replaced if they fail to meet performance standards.

## Section 6 – Maintenance and Testing (Continued)

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- Dual Checks shall be refurbished or replaced at least once every 5 years
- Residential service connections shall be refurbished or replaced at 10-year intervals unless failure is noted earlier.
- All customers notified of required testing shall be provided 60 days' notice to complete the required testing and provide certification. Testing shall be completed by a certified tester as noted herein.
- Failure to complete the testing within the 60-day period shall be cause for one of the following actions at the discretion of the Town:
  - ❑ The Town may elect to test the backflow prevention device and charge the customer for the service on the monthly water bill. Failure to pay the bill shall be cause to discontinue service. Should repairs or replacement be required that in the opinion of the Town cause a danger to users of the system, the customer will be provided with no more than 24 hours' notice of discontinuation of service. Otherwise, the Town of Century shall give notice of 14 days to have repairs and or replacement made. Service will be discontinued at the end of the 14 days if repairs/replacement have not been made.
  - ❑ The Town may elect to provide 48 hours' notice of discontinuation of service.

## Section 7 - Record Keeping

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- The Town shall maintain an inventory of the service connections in the system and the type of use and backflow prevention devices for each service. The Town shall maintain records regarding the installation, inspection/testing and repair/replacement of backflow prevention devices within the system in accordance with 62-555.360 F.A.C.
- The Town will need to inventory all commercial BFPs in their water system, document and keep a current running record.
- This will require a great deal of administration work.
- **FDEP will want to see documentation and record keeping during their inspections!**

**Bill List Review Minutes  
Town Hall  
January 17, 2023  
6:45 p.m.**

Council Members  
Present:

Luis Gomez  
Dynette Lewis  
Sandra McMurray Jackson  
Shelisa McCall  
Alicia Johnson

Others Present:

Benjamin D. Boutwell, Mayor  
Leslie Howington, Town Clerk  
Kevin Merchant, Superintendent

Council President Luis Gomez called the Bill List Review to order at 6:48 p.m.

Council Member Sandra McMurray Jackson noted that on page 4 the Hydro Service Pump fee is \$9,868.80 paid. Kevin Merchant stated that the projected arrival of the first pump is February 10<sup>th</sup> with the second one arriving in June. They were both ordered from the same place. One rental pump will be sent back when we receive the February pump.

Council President Luis Gomez asked about a Helicopter Technology charge for \$30.53. Leslie Howington shared that it is a water bill paid to the Town.

There were no further questions. At 6:57 p.m. the Bill List Review closed.

Respectfully submitted,

Leslie Howington, CMC  
Town Clerk

Council Meeting Minutes  
7995 N Century Blvd.  
January 17, 2023  
7:00 p.m.

Council Members  
Present:

Luis Gomez  
Dynette Lewis  
Sandra McMurray Jackson  
Interim Council Member Shelisa McCall  
Interim Council Member Alicia Johnson

Others Present:

Ben Boutwell, Mayor  
Leslie Howington, Town Clerk  
Kevin Merchant, Superintendent  
Heath Burkett, Water/Wastewater Superintendent  
Robert Hudson, CPA

Council President Luis Gomez confirmed with Town Clerk Leslie Howington proper advertisement of the Council Meeting and Bill List Review.

**1. Open Meeting with Prayer**

Council Member Sandra McMurray Jackson opened the meeting with prayer.

**2. Pledge of Allegiance**

**3. Oath of Office – Council Seat 4**

Town Clerk Leslie Howington administered the Oath of Office to Council Interim Member Appointee Alicia Johnson. Interim Council Member Johnson took her seat at the table.

**4. Roll Call**

Present at the Council Table were:

- Council Member Luis Gomez
- Council Member Dynette Lewis
- Council Member Sandra McMurray Jackson
- Interim Council Member Shelisa McCall
- Interim Council Member Alicia Johnson

**5. Mayor Boutwell Proclamation Honoring Martin Luther King, Jr. Day**

Mayor Boutwell read aloud the Proclamation Honoring Dr. Martin Luther King, Jr. that he had presented during the community celebration at the Century Community Center on Monday, January 16, 2023.

**PROCLAMATION OF TOWN OF CENTURY  
HONORING DR. MARTIN LUTHER KING, JR.**

**WHEREAS**, Martin Luther King, Jr. devoted his life to civil rights and public service; and

**WHEREAS**, Dr. King recognized that everybody can be great because everybody can serve, and during his lifetime encouraged all Americans to serve their neighbors and their communities; and

**WHEREAS**, this day is not only for remembrance and celebration but to strengthen communities and empower individuals by focusing on bringing people together and breaking down the barriers that have divided us as a nation; and

**WHEREAS**, Dr. King combined social activism with religious faith, working tirelessly to protest injustice and to focus attention on the plight of the nation's poor; and

**WHEREAS**, Martin Luther King, Jr., led the Civil Rights Movement in the United States from the mid 1950's until his tragic death on April 4, 1968; and

**WHEREAS**, Dr. King's efforts led to the passage of the 1964 Civil Rights Act and the elimination of legalized racial segregation in the United States; and

**WHEREAS**, among his many honors, Dr. King was awarded the Nobel Peace Prize in 1964 and in 1983 the United States Congress voted to observe a national holiday in his honor on the third Monday in January each year. Subsequently, all 50 states made it a state government holiday by the year 2000.

**NOW THEREFORE BE IT PROCLAIMED** by Benjamin D. Boutwell, Mayor of Town of Century, together with the Town Council, that we and our citizens recognize and honor the life of Martin Luther King, Jr.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the Town of Century, Florida on this 16th day of January 2023.

- 6. Mayor Boutwell Proclamation Honoring Northview High Football Team**  
Mayor Boutwell read aloud and presented the Proclamation Honoring Northview High School Chiefs Football for making it to the State Championship. Coaches Wes Summerford and Jace Gandy accepted on behalf of the team.

**PROCLAMATION  
HONORING NORTHVIEW HIGH SCHOOL CHIEFS FOOTBALL**

**WHEREAS**, the hard work, dedication, sportsmanship, talent and exceptional team chemistry of the 2022 Northview High School Chiefs Football Team has enabled these student athletes to compete for the State Championship Title; and

**WHEREAS**, the Northview Chiefs had an outstanding football season in the fall of 2022, winning 13-straight games; and

**WHEREAS**, competing in the Florida High School Athletic Association 1-Rural State Championship brought honor to Northview High School and the Town of Century on the local and state level; and

**WHEREAS**, Head Coach Wes Summerford and the entire coaching staff, team member parents, faculty and student body at Northview High School were integral in guiding the team to the State Championship through their unwavering support.

**NOW, THEREFORE BE IT PROCLAIMED** by Benjamin D. Boutwell, Mayor of Town of Century, together with the Town Council, that we and our citizens do hereby recognize and heartily congratulate Northview High School Chiefs Football Team on its outstanding accomplishment.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the Town of Century, Florida on this 17th day of January, 2023.

## 7. Public Forum

Evelyn Weber who lives on 2<sup>nd</sup> Street shared that the Martin Luther King Parade was awesome. She was the first one there for the lineup and saw a lot of Century she didn't know was here like the mansions on Jefferson Street. Council President Gomez invited Ms. Weber to share literature. Ms. Weber assured the Council that she will be here in Century. She has a part time job at the nursing home and she told her employer she was unable to work on Tuesdays because she will be at the Council Meetings.

## 8. Approval of Ministerial Acts

### a. Minutes

- December 05, 2022 ARAP Funds Budget Meeting Minutes
- December 12, 2022 Council Meeting Minutes

Minutes Council Member Dynette Lewis made a motion to approve the Minutes. Council Member Sandra McMurray Jackson seconded the motion. There were no questions. The motion passed unanimously.

### b. Bill List for January 17, 2023

Council Member Sandra McMurray Jackson made a motion to approve the Bill List. Interim Council Member Alicia Johnson seconded the motion. There were no questions. The motion passed unanimously.

## 9. Robert Hudson Financials

Town CPA Robert Hudson presented October and November financials combined. Mr. Hudson invited new Council Members to call Ms. Howington if they have any questions or get his phone number from her. There are a lot of moving parts to the Town's finances.

The first page is the General Fund. We list revenue sources.

Two-thirds of the way down shows where we are in respect to our budget -- \$128,605 income. \$140,000 was budgeted. Some items were over budget at this time. Some were under budget. We keep up with what's coming in.

Three more pages down, you'll see total expense side down. We have spent \$122,000 but budgeted \$140,000.

On page two, notice Street Lights. It looks like we are over budget, but once a year, we get a reimbursement from the State in the third quarter and it even outs.

Page 5, Special Revenue, shows money that comes in from our infrastructure. It can only be used for specific things and only with Council approval. It goes into State Board. \$68,000 has come in, but we have not spent much except ARPA.

Page 6, Water Sewer, we budgeted \$212,000. Billing is \$204,000 so we are close to the income we budgeted.

Sometimes we order an item and do not receive it until much later. That affects the quarterly budgets, but even outs in the end.

In the Gas Department, we are a little behind in or billing, but this is only for October and November. By February and March it should line up.

Budgeted expenses are \$61,124 but we only spent \$54,000.

The Garbage Fund shows \$27,772 income budgeted. We ended with a \$9,700 profit for the first two months.

#### **10. Dr. Jessica Griffen YouthFirst Work Readiness Program**

Dr. Griffen shared that due to public input, every proposal was reviewed again before awarding. All applicants were required to present again. The Board of Children's Trust will provide awards this Friday.

Escambia County Board of Children's Trust will posted results this Friday. Look for The Urban Development Center (The UDC). Then on February 14, 2023 we will find out if we have been awarded.

Dr. Griffen clarified that it is better to get it correct before we begin.

Town of Century has agreed to up front \$58,575. Council Member Dynette Lewis had asked for the invoices that represent this amount. The cost has gone up a little bit; Dr. Griffen provided handouts, copy attached. The second proposal for \$61,925 includes everything that is needed such as four laptops rather than the two laptops that were listed in the original agreement. Dr. Griffen asked if the Council would consider covering the additional cost.

The invoice from The UDC was presented and it now totals \$61,925.00.

Locations for classes were confirmed as:

- Ag Building
- Florida First Stop (Council President Luis Gomez' building)
- Century Business Center

Dr. Griffen would like to establish a relationship with a local church to be connected and will be in touch with Pastor Steward and his congregation.

Dr. Griffen hopes to get started in March, but with the February 14<sup>th</sup> Board Meeting, then getting funding awarded, it will probably be a little later.

The UDC plans to establish:

- Computer Lab
- Grant request for FPL to perform work in Town of Century to create a virtual laboratory in Century and have incentives for kids to come. Wes Hutchison has read the grant and loves it. FPL has quarterly grant reviews.

Council President Luis Gomez provided a recap for new Council Members. Children's Trust Fund came to the Council and has a \$6 million program for after school programs. It was the end of the qualification period. Dr. Griffen had a program ready to implement and applied on our behalf.

Council approved \$58,575 as an up front loan. Costs have increased and now the best offer is \$61,925. If the grant is awarded, the Town's investment will be reimbursed. If not, the money will not be spent.

Council President Gomez confirmed the following will be provided to our students.

- Lunch program
- After school programs
- Computer programs

Because the project has already been approved we have a good chance of final approval.

Council President Gomez emphasized that Florida First Stop is being offered as an in-kind donation, and he will not profit off of it at all.

The Mayor and Council will make a decision on providing the Ag Building.

Dr. Griffen noted in-kind donations for Ag Bldg and Business Center from the Town; however, that the Business Center is not ready.

Dr. Griffen agreed with Evelyn Weber that the Town of Century is lovely and that is when she had the idea to partner with a church where students can walk to church for classes. Also Metro Rapid will be providing transportation at no cost. These all establish a presence and rapport in the Town.

Mayor Boutwell asked to take into account that the Ag Bldg is a rental building. Establishing hours will be needed.

Dr. Griffen stated that Hancock Bank is partnering with TUDC and has a new project that they are launching called First Time Homebuyers benefit. Jamie Sonoro will be put on the next Agenda.

Dr. Griffen will be in Century in February to meet with churches.

Council President Gomez asked Mayor Boutwell how long before the Cafeteria will be ready. Mayor Boutwell stated that repairs are being made to the roof leaks, ceiling, and kitchen. Mayor Boutwell recalled that the bids brought to the Council were very high. Mayor Boutwell can get bids for just the roof. Council President Gomez confirmed that the staff can't fix the roof, but can they paint and clean? Kevin Merchant stated we do not have enough staff on hand.

Mayor Boutwell will ask for bids on just the roof. Council Member Lewis confirmed that Mayor Boutwell will have bids ready. Mayor Boutwell as soon as he has bids ready, he will present them to the Council.

Dr. Griffen requested Council vote for the modification from \$58,775 to \$61,925, an increase of \$2,597.

Council Member Sandra McMurray Jackson made a motion to approve to increase the loan amount from \$58,775 to \$61, 025. Interim Council Member Shelisa McCall Abraham seconded the motion. There were no questions. The motion passed unanimously.

The vote on locations was tabled until the schedule of use is presented.

#### **11. Danita Andrews Project Code Name "Thumbtack"**

Danita Andrews Chief Business Development Officer of Florida West explained that triple net means the tenant insures themselves and the Town's interest in the building, pays the property taxes and pays for the maintenance of the building. The negotiated rent will escalate 3% after three years.

Ms. Andrews shared that the company has been in business for 50 years and they want to be in good standing with the Town. They have all intentions of investing in bringing equipment and hiring people here in Century. They're paying their workers who are able to have a greater buying power, and it just ripples throughout the community. The company executives were in town last Monday and took the opportunity to meet with each Council Member.

The proposed least is for five years initially to rent the 6081 industrial Boulevard building for \$2.35 a square foot as per the appraisal that was completed last spring. That would be \$94,000 annually and \$7,833 a monthly.

Council President Gomez asked for details on renewal of the contract. Ms. Andrews advised that the contract renewal will come before the Council just as the initial contract.

**12. Leslie Howington Ordinance 01-2023 Special Elections**

Leslie Howington read Ordinance 01-2023 in its entirety. Council President Gomez requested a motion to approve the first reading of Ordinance 01-2023 and instruct the Clerk to advertise the second reading of Ordinance 01-2023.

William Reynolds noted that in the Ordinance, qualifying is Monday, March 13, 2023, but that is a holiday and the Supervisor of Elections office will be closed. Ms. Howington will correct the final Ordinance to read “from noon on Tuesday, March 14, 2023 until noon on Friday, March 17, 2023.”

There were no further questions. The motion passed unanimously.

**13. Leslie Howington Requests for Transfer of L.O.S.T. Funds**

Ms. Howington advised that there is approximately \$800,000 in the L.O.S.T. account. At the Council request, Ms. Howington will put account balances on the Agenda Summary Sheets in the future.

Council Member Lewis made a motion to transfer \$11,143.08 from L.O.S.T. to Water for the following payments:

\$4,907.34 from L.O.S.T. Funds for FDEP Payment No. 22 DW-170311  
\$6,235.74 from L.O.S.T. Funds for FDEP Payment No. 24 DW-170310

Council Member McMurray Jackson seconded the motion. There were no questions. The motion passed unanimously.

**14. Leslie Howington December 2022 Development Review Report - Information Only**

Escambia County does the permitting based on county code, but first the county checks with Town of Century for approval based on our code. What the Town provides are applications for land development, for example, or land use or land change, and then the property owner or contractor takes the approved application to the county for final permitting. Emerald Coast Regional Council handles the approvals on behalf of the Town. This is their report of activity.

**15. Staff Report**

Leslie Howington reported that the team is working hard in the back office.

Kevin Merchant reported that we need more employees in the field.

Council President Gomez asked Mr. Merchant about the cameras at the shop. Mr. Merchant reported that they are working well.

Heath Burkett had nothing to report.

## **16. Mayor's Report**

Mayor Boutwell reported the following:

### **MLK**

We had a great time at the Dr. Martin Luther King, Jr. celebration. Thank you so much for inviting me to offer greetings. I presented the Proclamation and it was well-received.

### **Personnel**

We received three applications with our first run of advertising and have re-advertised for a drive thru window cashier and a floater. Applications will be accepted through January 23, 2023.

Interim Council Member Johnson asked if there are any plans to advertise for the wastewater position. Mayor Boutwell stated he is focusing on the Gas Department now.

Interim Council Member Johnson reported that Bob Mearns from Florida Rural Water called her and that he needs information that he has not received. When Interim Council Member Johnson asked Mr. Burkett about it Mr. Burkett advised that he is in desperate need of help. Interim Council Member Johnson asked if there is anything she can do to facilitate getting this to Mr. Mearns. Heath Burkett stated that he has it lined up to go to Bob Mearns tomorrow.

Council President Gomez stated the last he heard of the new guy was that he has passed the tests. Mr. Merchant stated that we still need help at the Wastewater Treatment Plant.

There used to be five employees but only 2 now at wastewater. The Street Department helps when they can. We don't have as many employees as we once did. We are down to two prisoners.

Council President Gomez reminded staff that the Council is there as public servants and they need to know. We can't do anything about that if we don't know about it.

### **Arbor Day**

Tree Giveaway by the Florida Forestry Service on Friday January 20, 2023 starting at 10:00 a.m. at the Century Community Center.

## **17. Council Comments**

Council President Gomez thanked Mayor Boutwell for attending the MLK Celebration. The racial issues need to be addressed. Mayor Boutwell was honored for presenting and representing the Town. Mr. Gomez thanked

Gretchen McPherson for her long day of coverage. There were over 100 in attendance.

Council Member Sandra McMurray Jackson asked Kevin Merchant what the outcome at the Ag Building was where the backflow was leaned over. Mr. Merchant corrected it and they will build another cover to go over it. Council President noted that it was Gomez cold in the building, but 275 degrees in the bathroom. Mr. Merchant will check into that and shared that the air piped into the bathroom is separate from the big room.

Mr. Merchant shared that changes have to happen with the lease policy on the Ag Building. Thumbtacks are on the walls, holes in the wall; tape is on the floor. He would like to see something in the policy.

The lease agreement states leave it like you found it.

Gretchen McPherson offered the idea to put a bulletin board in the entry hall. Shelisa offered the Chamber member who is an attorney to review the rental agreement.

Lake Stone is clear that their building will be inspected after a rental.

Council President Gomez asked how many inspections take place with customers after the event. Mr. Merchant has had very few.

We have a Saturday renter and a Sunday renter coming up. Each renter has a key. Ms. Howington stated there was once a policy to not have rentals back to back.

Council President Gomez asked what the update was on the Ag Building rehab. He saw surveyors at Carver and then they left to go to Ag Building.

## **18. Public Forum**

Evelyn Weber stayed with Ms. Mincy to help clean up after the MLK Celebration because only one person was in charge. Community leaders can stay back and be extra eyes.

William Reynolds announced three tree giveaways in North Escambia County. Mayor Boutwell stated that the Town is also having a tree giveaway. Ms. Howington will send flyer to Mr. Reynolds, Ms McPherson and the Town Council.

Gretchen McPherson announced that there was a blood drive here at the library today and at RaBos Ice Cream in Flomaton.

**19. Adjourn**

There being no further business, Council Member Dynette Lewis made a motion to adjourn. Council Member Sandra McMurray Jackson seconded the motion. There were no questions. The motion passed unanimously.

The meeting adjourned at 9:00 p.m.

Respectfully submitted,

Leslie Howington, CMC  
Town Clerk

**Council Workshop  
Charter Review Minutes  
Town Hall  
April 25, 2023  
6:00 p.m.**

Council Members  
Present:

Luis Gomez  
Sandra McMurray Jackson  
Shelisa McCall  
Alicia Johnson

Others Present:

Leslie Howington, Town Clerk  
Kevin Merchant, Superintendent

Council President Luis Gomez confirmed the advertisement of Council Meeting/Bill List Review and called the meeting to order at 6:04 p.m.

**1. Prayer**

Council President Gomez opened the meeting with prayer.

**2. Pledge Allegiance**

**3. Charter Review**

Council President Gomez turned the floor over to Town Clerk Leslie Howington who asked how the Council would like to proceed.

The Council was provided with a copy of the original Charter and the draft Charter of the Charter Review Committee (CRC). Ms. Howington and Council Members took turns reading the existing Charter aloud section by section and discussion took place after each reading.

**ARTICLE I. - CREATION AND POWERS**

**Sec. 1.01. - Creation and Powers.**

Council Member Shelisa McCall advised that line 31 of the CRC's draft Charter added form of government as mayor-council.

**Sec. 1.02. - Construction.**

No changes were made to the original Charter.

**Sec. 1.03. - Power to Levy Taxes.**

William Reynolds announced that at the time the Charter was created, the millage rate was 5. Council Member Alicia Johnson proposed adding a phrase "not to exceed 5 mils". Council President Gomez proposed using Attorney Matt Dannheisser's version. Consensus was reached on the attorney version of Section 1.03. (See Clerk's white paper report on ad valorem tax history in the Town, attached.)

**ARTICLE II. - CORPORATE LIMITS**

**Sec. 2.01. - Description of Corporate Limits.**

Consensus was reached to keep the CRC's version that states the corporate limits are on file in the Clerk's office.

**ARTICLE III. - LEGISLATIVE**

**Sec. 3.01. - Town Council; Powers, Composition.**

CLERK'S NOTE: Numbering changed between the original version and the CRC version.

Ms. Howington questioned the phrase “its administration” because the Executive branch handles administration and the Legislative branch handles legislating. Consensus was reached to keep the CRC version.

**Sec. 3.02. - Qualifications.**

The CRC added a qualifier of living in the Town at least one year prior to qualifying. Consensus was reached to keep the CRC version.

Council Member Alicia Johnson discussed her training and certification and how she is using that to help in the Water/Wastewater Department.

Council President Gomez discussed chain of command.

Ms. Howington suggested tabling this one section. Council Member Shelisa McCall stated that she is very clear on this section. The chain of command goes down and up and eventually makes it to the Council Table.

William Reynolds suggested the Town hire or contract with Council Member Johnson’s business as an unpaid consultant. It was decided to ask Attorney Matt Dannheisser.

**Sec. 3.03. - Election and Terms.**

Consensus was reached to accept the CRC version.

**Sec. 3.04. - President and Vice-President of the Council.**

No changes were made to the original Charter. It was noted that Section 3.04 of the CRC version addresses the mayor. Consensus was reached to move this to Section IV - Executive.

**Sec. 3.05. - Vacancies; Forfeiture of Office; Filling of Vacancies.**

No changes were made to the original Charter.

**Sec. 3.06. – Procedure.**

It was noted that the phrase “following ways as follows” needs to be tweaked.

Consensus was reached to accept the CRC version with one change:

Council President Gomez shared concern about missing meetings. It’s easy to miss two meetings. Council President Gomez recommended three per quarter. William Reynolds pointed out that would allow a Council Member to miss the three meetings in a row at the end of a quarter and then immediately miss an additional three meetings during the next quarter. Consensus was reached to add the phrase “three absences per 90 rolling days”. Leaving out the word “rolling” was discussed.

Leslie Howington reminded Council of the Century Rules of Order and that policies can be made in that document based on the Charter, but not specifically addressed in the Charter.

Sec. 6.03(a) Vacancies -- Discussion was held regarding the President of the Council setting the Agenda versus the Mayor setting the Agenda. Consensus was reached that the Mayor should set the Agenda because he knows what business should be brought forward from the administration to the legislature.

**Sec. 3.07. - Duties and Powers.**

Section 3.07 is quite different. It does not address who sets the order of business. Council sets rules. This will be done when Council creates Century Rules of Order. Consensus was reached to remove that Council President sets the order of business.

CRC Line 181 – remove “upon no less than a 48-hour notice to each member and the public.” and put “public notice will be given in accordance with state law”.

Existing Charter’s Duties and Powers were read.

CRC did away with Section 3.08(a) Employees and Officers and addresses contracts. The CRC set a dollar amount for the Mayor to spend; however, Council consensus was to have the Charter set it by Ordinance.

It was noted that hiring is addressed in Article V – Executive.

Council President Gomez asked why the CRC Charter is taking the authority away from the Council. Council Member Shelisa McCall shared that she has experience in hiring. She chooses her employee with no input from higher ups. The higher ups do not pick for her.

Council Member Alicia Johnson stated in the current version of the Charter, the Mayor selects and recommends.

Council President Gomez sees the current structure has failsafes. It can be personalities with people picking who they want.

Council Member Shelisa McCall stated that the hiring policy and procedure should address nepotism. Ms. Howington noted that we are a small community and a policy against nepotism would narrow the field of potential employees, adding that Post Covid, many companies are hiring family because they found them to be more dependable than strangers.

Council President Gomez stated that going with the CRC’s version strips the Council of any input, and he disagrees with that.

Leslie Howington recommended everyone read the book “Necessary Endings”. It empowers appropriate change.

**4. Public Comment**

Council President Gomez invited public comment.

Superintendent Kevin Merchant stated that the Employee Handbook does not match the Charter. The Personnel Policy can be manipulated due to contrasting rules.

Consensus was reached that the next Charter Review Workshop will be set during the next Council Meeting.

Consensus was reached to set all spending limits by Ordinance.

There being no further business, Council President Luis Gomez adjourned the meeting at 8:09 p.m.

Respectfully submitted,

Leslie Howington, CMC  
Town Clerk

## **The History of Ad Valorem Taxes in Town of Century**

by Leslie Howington, CMC, Town Clerk

September 26, 2022

### **Ad Valorem**

Cornell University explains meaning of the phrase “ad valorem”. Ad Valorem is translated directly from Latin, and means “**according to [the] value [of something].**”

In practical use, the term is used in taxation to designate taxes levied against property, real or personal, at a certain rate based upon the property's value.

The Town of South Flomaton did not levy a property tax until 1973 when 3.0 mills<sup>2</sup> was approved by the Town Council through the annual budget process. (See spreadsheet.)

### **Annexation**

South Flomaton annexed an unincorporated area of Escambia County known as “Century” and changed its name from South Flomaton to Century as part of the deal in 1979. This was a successfully voted on by both the citizens of South Flomaton, and those who lived in the unincorporated area called Century.

After the 1979 referendum the Town of Century became a municipality in 1980. The ad valorem tax in 1980 was 3.0 mills. In fact, from 1973 – 1981, the ad valorem tax rate was 3.0 mills. (It dropped to 1.084 in 1982.)

As you can see from the attached spreadsheet<sup>3</sup>, the millage rate for Town of Century has never come close to the rate of taxes when the Town was established in 1979/1980, thereby keeping the Town in compliance with the Charter.

### **Sec. 1.03. - Power to Levy Taxes.**

There shall be no additional ad valorem tax levied on the citizens of the town above and beyond the ad valorem tax rate in effect on the effective date of this charter unless and until any increase recommended by the town council has been approved by the majority of the qualified electors of the town in a referendum called for such purpose.

1. “Ad Valorem.” *Legal Information Institute*, Cornell University,

[https://www.law.cornell.edu/wex/ad\\_valorem](https://www.law.cornell.edu/wex/ad_valorem)

2. Millage is a tax rate defined as the dollars assessed for each \$1,000 of value; one mill is one dollar per \$1,000 of assessed value

[https://floridarevenue.com/property/Documents/homeowner\\_guide\\_millage.pdf](https://floridarevenue.com/property/Documents/homeowner_guide_millage.pdf)

3. Escambia County Property Appraiser Historic Document

**Town of Century**  
**May 02, 2023**  
**Bill List**

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
		<b>Gas Fund</b>						
401-32-5-27001	Natural Gas Purchases	BP Energy Company (monthly invoice-varies)	\$8,529.20	21265124	March		\$128,937.09	\$215,000.00
401-32-5-55000	Uniforms Gas	Flomaton Shoe Shop (Joe Brown -boots)	\$126.64	11387	March		\$1,544.49	\$4,300.00
401-32-5-00230	Health/Life Insurance Gas	Florida Blue (health/life insurance)	\$1,873.77	5/1/2023	May		\$16,572.73	\$25,706.67
401-32-4-30000	Utilities Gas	FPL Northwest FL (150 E Pond Street Unit 3)	\$108.21	21119-05374	April		\$748.42	\$1,500.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$98.32	3/2/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$17.50	3/3/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$70.00	3/7/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$62.00	3/9/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$96.01	3/10/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$15.50	3/13/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$96.46	3/17/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$18.00	3/20/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$72.00	3/22/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$17.50	3/24/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$96.93	3/24/2023	March		\$6,678.97	\$9,000.00
401-32-5-20000	Fuel Expense Gas	Korner Kwik Stop (fuel)	\$11.00	3/31/2023	March		\$6,678.97	\$9,000.00
401-32-8-10003	Engineering/Surveying	Municipal Engineering Services (Highway 29 Utility Relocation - See Attachment)	\$272.14	230055	April		\$548.17	\$3,000.00
401-32-4-20000	Postage/Freight	Purchase Power (postage)	\$52.85	4/10/2023	April		\$1,386.13	\$3,500.00
		<b>Total</b>	<b>\$11,634.03</b>					
		<b>General Fund</b>						
100-12-4-10000	Telephone Admin	AT&T Mobility (cell phones, hot spots)	\$144.96	3/17/2023	March		\$5,591.69	\$9,000.00
100-12-4-60003	Building Maintenance Habitat	Bondurant Lumber & Hardware (adhv reflect, sillcock brass, lock keyed entry-business center)	\$42.61	441069	March		\$408.03	\$3,000.00
100-12-4-62000	Materials Maintenance Paving	Bondurant Lumber & Hardware (asphalt redi patch)	\$29.98	439325	February		\$1,653.35	\$4,000.00
100-12-4-60003	Building Maintenance Habitat	Bondurant Lumber & Hardware (clear sili sealant-business center)	\$10.99	441310	April		\$1,755.68	\$3,000.00
100-41-4-68001	Field Supplies Street	Bondurant Lumber & Hardware (ladder fiberglass, garden sprayer, super glue)	\$301.97	441064	March		\$7,232.96	\$10,000.00
100-12-4-60003	Building Maintenance Habitat	Bondurant Lumber & Hardware (lattice -business center)	\$9.66	441213	April		\$1,755.68	\$3,000.00
100-12-4-60003	Building Maintenance Habitat	Bondurant Lumber & Hardware (lattice, paint brush-business center)	\$59.16	441046	March		\$408.03	\$3,000.00

**Town of Century**  
**May 02, 2023**  
**Bill List**

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
100-12-4-60003	Building Maintenance Habitat	Bondurant Lumber & Hardware (mailbox-business center)	\$23.99	441056	March		\$408.03	\$3,000.00
100-12-4-60003	Building Maintenance Habitat	Bondurant Lumber & Hardware (sign exit-business center)	\$79.99	441145	April		\$1,755.68	\$3,000.00
100-12-4-60003	Building Maintenance Habitat	Bondurant Lumber & Hardware (single cut key-business center)	\$1.85	441297	April		\$1,755.68	\$3,000.00
100-12-4-60000	Building Maintenance City Hall	Bondurant Lumber & Hardware (single cut key-city hall)	\$3.70	441166	April		\$2,612.95	\$1,500.00
100-41-4-67003	Equipment Maintenance Small	Bondurant Lumber & Hardware (square machine-lawn mower)	\$3.87	441264	April		\$5,131.92	\$7,000.00
100-72-4-67001	Equipment Maintenance Park	Buck Shot's Off Road & Tire Center (tube, labor install tube-showalter park)	\$24.40	1509	April		\$1,278.76	\$2,000.00
100-12-5-27000	Operating Supplies Admin	Civic Plus (online code hosting)	\$900.00	251354	March		\$14,868.86	\$17,500.00
100-12-4-60002	Building Maintenance Habitat	Consolidated Electric Distributors (200 piece terminal kit, battery exit sign -business center)	\$183.96	0939-1008379	April		\$1,755.68	\$3,000.00
100-12-4-60002	Building Maintenance Habitat	Consolidated Electric Distributors (battery exit sign, pin lamp, electric tape)	\$161.20	0939-1008404	April		\$1,755.68	\$3,000.00
100-72-5-27002	Field Supplies Park	Dunsford Heating and Air (3/4 240 vac blower motor, 15 mfd capacitor-showalter park)	\$419.50	4/8/2023	April		\$5,365.03	\$7,500.00
100-12-4-60000	Building Maintenance City Hall	Eagle Cleaning Services (monthly invoice)	\$325.00	1151	April		\$2,612.95	\$1,500.00
100-41-4-31001	Street Lights	Escambia River Electric Cooperative (Street Lights/Boat Ramp)	\$383.76	1119001	March		\$21,904.15	\$16,000.00
100-12-5-00230	Health/Life Insurance Admin	Florida Blue (health/life insurance)	\$349.13	5/1/2023	May		\$2,148.16	\$6,217.74
100-41-5-00231	Health/Life Insurance Street	Florida Blue (health/life insurance)	\$4,052.09	5/1/2023	May		\$31,576.15	\$40,829.58
100-72-5-00232	Health/Life Insurance Park	Florida Blue (health/life insurance)	\$698.26	5/1/2023	May		\$5,519.45	\$8,290.32
100-12-4-30001	Utilities Habitat	FPL Northwest FL (150 E Pond Street Unit 4)	\$101.78	21119-05333	April		\$1,416.99	\$3,500.00
100-12-4-30001	Utilities Habitat	FPL Northwest FL (150 E Pond Street Unit 5)	\$162.85	21119-05390	April		\$1,416.99	\$3,500.00
100-12-4-30001	Utilities Habitat	FPL Northwest FL (150 E Pond Street Unit 6)	\$118.88	21119-05341	April		\$1,416.99	\$3,500.00
100-72-4-30111	Electric McMurray Park	FPL Northwest FL (159 E Pond Street)	\$27.25	21119-05358	April		\$163.50	\$750.00
100-72-4-30003	Utilities Park	FPL Northwest FL (221 E Highway 4)	\$34.10	21119-05309	April		\$4,493.21	\$7,500.00
100-72-4-30112	Electric Little League	FPL Northwest FL (580 Church Street)	\$39.90	21027-36101	April		\$514.31	\$900.00
100-12-4-30100	Ag Bldg. Electric	FPL Northwest FL (6001 Industrial Blvd)	\$432.14	21024-46511	April		\$3,963.05	\$8,000.00
100-12-3-15102	Helicopter Technology Expenses	FPL Northwest FL (6081 Industrial Blvd)	\$181.31	21023-88697	April		\$2,230.62	
100-41-4-30002	Utilities Street	FPL Northwest FL (7860 Alger Road)	\$477.16	21059-54388	April		\$5,642.91	\$9,000.00
100-72-4-30110	Showalter Park Electric	FPL Northwest FL (7890 Kelly Field Rd 2)	\$72.51	21081-44532	April		\$3,722.95	\$5,000.00
100-72-4-30110	Showalter Park Electric	FPL Northwest FL (7890 Kelly Field Rd 4)	\$288.35	21082-38789	April		\$3,722.95	\$5,000.00
100-72-4-30110	Showalter Park Electric	FPL Northwest FL (7890 Kelly Field Road Comm Bldg.)	<b>59.16</b>	21068-09706	April		\$3,722.95	\$5,000.00
100-72-4-30110	Showalter Park Electric	FPL Northwest FL (7890 Kelly Field Road Theater)	<b>27.25</b>	21035-02817	April		\$3,722.95	\$5,000.00
100-12-4-30000	Utilities City Hall	FPL Northwest FL (7995 N Century Blvd)	<b>528.03</b>	21066-02317	April		\$2,612.95	\$10,000.00

**Town of Century**  
**May 02, 2023**  
**Bill List**

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
100-41-4-31001	Street Lights	FPL Northwest FL (Street Lights)	\$3,436.54	21034-34078	April		\$25,340.69	\$16,000.00
100-41-5-20001	Fuel Expense Street	Korner Kwik Stop (fuel)	\$100.04	3/1/2023	March		\$5,970.87	\$10,000.00
100-41-5-20001	Fuel Expense Street	Korner Kwik Stop (fuel)	\$90.02	3/7/2023	March		\$5,970.87	\$10,000.00
100-72-5-20002	Fuel Expense Park	Korner Kwik Stop (fuel)	\$80.00	3/8/2023	March		\$3,700.68	\$3,000.00
100-41-5-20001	Fuel Expense Street	Korner Kwik Stop (fuel)	\$78.03	3/16/2023	March		\$5,970.87	\$10,000.00
100-41-5-20001	Fuel Expense Street	Korner Kwik Stop (fuel)	\$95.41	3/21/2023	March		\$5,970.87	\$10,000.00
100-41-5-20001	Fuel Expense Street	Korner Kwik Stop (fuel)	\$91.89	3/24/2023	March		\$5,970.87	\$10,000.00
100-41-5-20001	Fuel Expense Street	Korner Kwik Stop (fuel)	\$76.50	3/30/2023	March		\$5,970.87	\$10,000.00
100-12-4-14002	Education Admin	Northwest Florida League of Cities (NWFLC annual summer event- Mrs. Abraham)	\$70.00	4/11/2023	April		\$2,962.11	\$12,000.00
100-72-5-27002	Field Supplies Park	Philip May Co (glasses)	\$54.00	154657	April		\$5,365.03	\$7,500.00
100-41-4-68001	Field Supplies Street	Philip May Co (gloves, tissue, towels, liners, glasses, bleach)	\$754.40	154658	April		\$7,978.36	\$10,000.00
		Preston Tate (See Attachment)	\$400.00	4/4/2023	April			
100-12-4-60002	Building Maintenance Habitat	Preston Tate (Business Center- See Attachment)	\$500.00	4/17/2023	April		\$1,755.68	\$3,000.00
100-41-5-31000	Street Signs	Red Bud Supply (turn left signs, turn right signs)	\$837.55	181835	March		\$1,640.03	\$4,000.00
100-41-4-68001	Field Supplies Street	Red Bud Supply (u channel posts, one post mount)	\$509.50	181835	March		\$7,232.96	\$10,000.00
100-12-4-33003	Dumping Fee Ag Bldg.	Republic Services (monthly invoice)	\$169.57	0808-000821285	March		\$839.88	\$1,600.00
100-41-4-62000	Materials Maintenance Paving	Roads Inc. of NWF (asphalt)	\$174.25	230286	March		\$1,827.60	\$4,000.00
100-12-8-10002	Consulting Services	Robert Hudson (monthly invoice)	\$1,625.00	20122	March		\$16,857.50	\$60,000.00
100-12-4-61000	Office Equipment Maintenance	Southern Computer Services (city hall/shop replaced time clocks)	\$178.00	18148	April		\$11,686.52	\$20,000.00
100-12-4-61000	Office Equipment Maintenance	Southern Computer Services (monthly invoice)	\$1,075.00	18188	April		\$11,686.52	\$20,000.00
100-12-4-61000	Office Equipment Maintenance	Southern Computer Services (Mrs. Abraham-needed assistance email on her laptop)	\$89.00	18165	April		\$11,686.52	\$20,000.00
100-41-4-67003	Equipment Maintenance Small	Thomas Radiator & Welding (coil, echo hedge clipper)	\$302.94	15042	April		\$5,131.92	\$7,000.00
		<b>Total</b>	<b>\$21,548.34</b>					
		<b>Water Fund</b>						
402-36-4-10000	Telephone Water/Sewer	AT&T Mobility (cell phones, hot spots)	\$169.80	3/17/2023	March		\$2,396.27	\$7,750.00
402-36-4-67001	Equipment Maintenance Sewer	Consolidated Electric Distributors (8 pin relay -sewer)	\$63.60	0939-1008318	March		\$104.42	\$3,500.00
402-36-4-67001	Equipment Maintenance Sewer	Consolidated Electric Distributors (8 pin relay socket -sewer)	\$12.40	0939-1008336	March		\$104.42	\$3,500.00
402-36-3-63005	Water Cooler Rental	Culligan (monthly invoice-varies)	\$11.89	797489	March		\$105.22	\$200.00

**Town of Century**  
**May 02, 2023**  
**Bill List**

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
402-36-4-36000	Utilities Sewer Lifts	Escambia River Electric Cooperative (170 W State Line Road)	\$118.23	1119010	March		\$10,591.61	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	Escambia River Electric Cooperative (Jefferson Street - Hwy 4)	\$67.30	1119008	March		\$10,591.61	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	Escambia River Electric Cooperative (Jefferson Circle)	\$136.82	1119007	March		\$10,591.61	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	Escambia River Electric Cooperative (Hadley Lane)	\$45.58	1119006	March		\$10,591.61	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	Escambia River Electric Cooperative (Williams Street)	\$47.81	1119005	March		\$10,591.61	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	Escambia River Electric Cooperative (Hwy 4 West)	\$71.81	1119004	March		\$10,591.61	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	Escambia River Electric Cooperative (Hwy 4 - Freedom Road)	\$70.42	1119003	March		\$10,591.61	\$25,000.00
402-36-4-68001	Field Supplies Water	Ferguson (topside clamps)	\$623.57	1470541	April		\$22,413.01	\$30,000.00
402-36-5-00230	Health/Life Insurance Water/Sewer	Florida Blue (health/life insurance)	\$4,180.83	5/1/2023	May		\$32,074.22	\$56,202.21
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (221 E Highway 4)	\$27.25	21041-52752	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (450 Pond Street)	\$35.89	21036-20205	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (6035 Industrial Blvd)	\$50.68	21024-68101	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (620 4th Street)	\$113.62	21024-13420	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (6879 Jefferson Avenue)	\$36.80	21078-45659	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (6900 Century Blvd)	\$52.73	21044-94899	April		\$11,518.67	\$25,000.00
402-36-4-29000	Electric WWTP	FPL Northwest FL (7350 Jefferson Avenue Temp Service)	\$55.05	21023-00502	April		\$34,007.62	\$42,500.00
402-36-4-29000	Electric WWTP	FPL Northwest FL (7350 Jefferson Avenue)	\$4,680.73	21023-23900	April		\$34,007.62	\$42,500.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (781 Briggs Blvd)	\$102.65	21028-39582	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (8250 N Century Blvd)	\$93.99	21060-48834	April		\$11,518.67	\$25,000.00
402-36-4-38000	Water Wells Electric	FPL Northwest FL (8630 Blackmon Street Well 1)	\$2,075.29	21040-24456	April		\$19,888.43	\$40,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (8750 Century Blvd)	\$107.69	21038-03082	April		\$11,518.67	\$25,000.00
402-36-4-38000	Water Wells Electric	FPL Northwest FL (9201 Academy Street Well 2)	\$39.58	21029-69777	April		\$19,888.43	\$40,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (9204 Old Flomaton Road)	\$72.87	21022-56589	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (9301 N Century Blvd)	\$65.25	21042-60050	April		\$11,518.67	\$25,000.00
402-36-4-38000	Water Wells Electric	FPL Northwest FL (Century Blvd Well )	\$31.87	21027-26441	April		\$19,888.43	\$40,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (Century Blvd)	\$29.50	21071-19394	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (N Century Blvd)	\$55.37	21019-61353	April		\$11,518.67	\$25,000.00
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (Pond Street)	\$37.51	21085-92078	April		\$11,518.67	\$25,000.00
402-36-4-38000	Water Wells Electric	FPL Northwest FL (Tedder Road 2)	\$563.61	21069-18796	April		\$19,888.43	\$40,000.00

**Town of Century**  
**May 02, 2023**  
**Bill List**

Account Number	Account Name	Payee	Amount	Inv #	Month	Date Paid	YTD Spent	Annual Budget
402-36-4-36000	Utilities Sewer Lifts	FPL Northwest FL (Upton Road)	\$72.51	21044-38029	April		\$11,518.67	\$25,000.00
402-36-4-59000	Lift Stations/Pump Maintenance	Hydra Service (Century Woods Apt. -See Attachment)	\$658.34	167684	April		\$11,748.46	\$25,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$52.50	3/3/2023	March		\$7,202.52	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$74.00	3/6/2023	March		\$7,202.52	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$90.02	3/9/2023	March		\$7,202.52	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$46.50	3/13/2023	March		\$7,202.92	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$39.70	3/16/2023	March		\$7,202.92	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$76.03	3/17/2023	March		\$7,202.92	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$54.00	3/20/2023	March		\$7,202.92	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$60.01	3/21/2023	March		\$7,202.92	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$52.50	3/24/2023	March		\$7,202.92	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$98.27	3/27/2023	March		\$7,202.92	\$9,000.00
402-36-5-20000	Fuel Expense Water/Sewer	Korner Kwik Stop (fuel)	\$33.00	3/31/2023	March		\$7,202.92	\$9,000.00
402-36-8-10003	Engineering/Surveying	Municipal Engineering Services (Administrative Order - See Attachment)	\$1,350.00	230059	April		\$37,309.79	\$50,000.00
402-36-8-10003	Engineering/Surveying	Municipal Engineering Services (Cross Connection Control Plan -See Attachment)	\$624.00	230057	April		\$37,309.79	\$50,000.00
402-36-8-10003	Engineering/Surveying	Municipal Engineering Services (Highway 29 Utility Relocation - See Attachment)	\$816.42	230055	April		\$37,309.79	\$50,000.00
402-36-8-10003	Engineering/Surveying	Municipal Engineering Services (Miscellaneous Well and Water Treatment Plant Improvements - See Attachment)	\$5,482.25	230060	April		\$37,309.79	\$50,000.00
402-36-8-10003	Engineering/Surveying	Municipal Engineering Services (NFWFMD Water Use Permit Annual Report 2022 -See Attachment)	\$2,808.00	230056	April		\$37,309.79	\$50,000.00
402-36-4-68002	Prison Work Expenses	Municipal Engineering Services (Well #3 Rehabilitation - See Attachment)	\$375.00	230058	April		\$37,309.79	\$50,000.00
402-36-4-20000	Postage/Freight	Purchase Power (postage)	\$158.54	4/10/2023	April		\$3,357.99	\$6,500.00
402-36-8-10002	Consulting Services	Robert Hudson (monthly invoice)	\$1,625.00	20122	March		\$11,225.00	\$19,000.00
402-36-4-68000	Generator Maintenance	TAW Power Systems (City Hall P 7991 N Century Blvd)	\$150.00	26266777	April		\$9,637.00	\$9,500.00
402-36-4-68000	Generator Maintenance	TAW Power Systems (Portable K Alger Road)	\$150.00	26266782	April		\$9,637.00	\$9,000.00
402-36-8-15000	Advertisement	Tri City Ledger (Drinking Water ad)	\$104.00	4/15/2023	April		\$143.00	\$500.00
		<b>Total</b>	<b>\$28,998.58</b>					
		<b>Grand Total</b>	<b>\$62,180.95</b>					

## Town of Century

May 02, 2023

## Bill List

<b>Payee</b>	<b>Amount</b>
AT&T Mobility	\$314.76
Bondurant Lumber & Hardware	\$567.77
BP Energy Company	\$8,529.20
Buck Shot's Off Road & Tire Center	\$24.40
Consolidated Electric Distributors	\$421.16
Civic Plus	\$900.00
Culligan	\$11.89
Dunsford Heating and Air	\$419.50
Eagle Cleaning Services	\$325.00
Escambia River Electric Cooperative	\$940.28
Ferguson	\$623.57
Flomaton Shoe Shop	\$126.64
Florida Blue	\$11,154.08
FPL Northwest FL	\$14,497.71
Hydra Service	\$658.34
Korner Kwik Stop	\$1,959.64
Municipal Engineering Services	\$11,727.81
Northwest Florida League of Cities	\$70.00
Philip May Co	\$808.00
Preston Tate	\$900.00
Purchase Power	\$211.39
Red Bud Supply	\$1,347.05
Republic Services	\$169.57
Robert Hudson	\$3,250.00
Roads Inc. of NWF	\$174.25
Southern Computer Services	\$1,342.00
TAW Power Systems	\$300.00
Thomas Radiator & Welding	\$302.94
Tri City Ledger	\$104.00
<b>Grand Total</b>	<b>\$62,180.95</b>

Town of Century

May 02, 2023

Bill List

Account Number	Account Name	Amount
	<b>Gas Fund</b>	
401-32-5-27001	Natural Gas Purchases	\$8,529.20
401-32-5-55000	Uniforms Gas	\$126.64
401-32-5-00230	Health/Life Insurance Gas	\$1,873.77
401-32-4-30000	Utilities Gas	\$108.21
401-32-5-20000	Fuel Expense Gas	\$671.22
401-32-8-10003	Engineering/Surveying	\$272.14
401-32-4-20000	Postage/Freight	\$52.85
	<b>Total</b>	<b>\$11,634.03</b>
	<b>General Fund</b>	
100-12-4-10000	Telephone Admin	\$144.96
100-12-4-60003	Building Maintenance Habitat	\$1,071.56
100-12-4-62000	Materials Maintenance Paving	\$204.23
100-41-4-68001	Field Supplies Street	\$1,565.87
100-12-4-60000	Building Maintenance City Hall	\$328.70
100-41-4-67003	Equipment Maintenance Small	\$306.81
100-12-5-27000	Operating Supplies Admin	\$900.00
100-72-5-27002	Field Supplies Park	\$473.50
100-41-4-31001	Street Lights	\$383.76
100-12-5-00230	Health/Life Insurance Admin	\$349.13
100-41-5-00231	Health/Life Insurance Street	\$4,052.09
100-72-5-00232	Health/Life Insurance Park	\$698.26
100-12-4-30001	Utilities Habitat	\$383.51
100-72-4-30111	Electric McMurray Park	\$27.25
100-72-4-30003	Utilities Park	\$34.10
100-72-4-30112	Electric Little League	\$39.90
100-12-4-30100	Ag Bldg. Electric	\$432.14
100-12-3-15102	Helicopter Technology Expenses	\$181.31
100-41-4-30002	Utilities Street	\$479.01
100-72-4-30110	Showalter Park Electric	\$447.27
100-12-4-30000	Utilities City Hall	528.03
100-41-4-31001	Street Lights	\$3,436.54
100-41-5-20001	Fuel Expense Street	\$531.89
100-72-5-20002	Fuel Expense Park	\$80.00
100-12-4-14002	Education Admin	\$70.00
		\$400.00
100-41-5-31000	Street Signs	\$837.55
100-12-4-33003	Dumping Fee Ag Bldg.	\$169.57
100-12-8-10002	Consulting Services	\$1,625.00
100-12-4-61000	Office Equipment Maintenance	\$1,342.00
100-72-4-67001	Equipment Maintenance Park	\$24.40
	<b>Total</b>	<b>\$21,548.34</b>

Town of Century

May 02, 2023

Bill List

<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>
	<b>Water Fund</b>	
402-36-4-10000	Telephone Water/Sewer	\$169.80
402-36-4-67001	Equipment Maintenance Sewer	\$76.00
402-36-3-63005	Water Cooler Rental	\$11.89
402-36-4-68001	Field Supplies Water	\$623.57
402-36-5-00230	Health/Life Insurance Water/Sewer	\$4,180.83
402-36-4-36000	Utilities Sewer Lifts	\$1,512.28
402-36-4-29000	Electric WWTP	\$4,735.78
402-36-4-38000	Water Wells Electric	\$2,710.35
402-36-4-59000	Lift Stations/Pump Maintenance	\$658.34
402-36-5-20000	Fuel Expense Water/Sewer	\$676.53
402-36-8-10003	Engineering/Surveying	\$11,080.67
402-36-4-68002	Prison Work Expenses	\$375.00
402-36-4-20000	Postage/Freight	\$158.54
402-36-8-10002	Consulting Services	\$1,625.00
402-36-4-68000	Generator Maintenance	\$300.00
402-36-8-15000	Advertisement	\$104.00
	<b>Total</b>	<b>\$28,998.58</b>
	<b>Grand Total</b>	<b>\$62,180.95</b>



**State Board of Administration  
Local Government Surplus Funds Trust Fund  
Participant Statement**

**AGENCY ACCOUNT 121133  
12/01/2022 - 12/31/2022**

CENTURY, TOWN OF  
GENERAL FUND  
7995 N CENTURY BLVD  
CENTURY, FL 32535

Participant Return 02/28/2023 : 4.77 %

Date	Transaction Type	Description	Amount	Balance
12/01/2022	BEGINNING BALANCE			854,581.98
12/22/2022	DEPOSIT	CHECK	26,873.94	881,455.92
12/31/2022	EARNED INCOME	INTEREST	3,154.77	884,610.69
	Totals:		30,028.71	884,610.69



**State Board of Administration  
Local Government Surplus Funds Trust Fund  
Participant Statement**

**AGENCY ACCOUNT 121133  
01/01/2023 - 01/31/2023**

CENTURY, TOWN OF  
GENERAL FUND  
7995 N CENTURY BLVD  
CENTURY, FL 32535

Participant Return 02/28/2023 : 4.77 %

<u>Date</u>	<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
01/01/2023	BEGINNING BALANCE			884,610.69
01/10/2023	DEPOSIT	CHECK #018438 RECEIVED	26,104.05	910,714.74
01/10/2023	DEPOSIT	CHECK #018437 RECEIVED	26,026.27	936,741.01
01/25/2023	WITHDRAWAL	KRISTINA WOOD	(6,235.74)	930,505.27
01/25/2023	WITHDRAWAL	KRISTINA WOOD	(4,907.34)	925,597.93
01/27/2023	DEPOSIT	CHECK #18472 RECEIVED	300.00	925,897.93
01/31/2023	EARNED INCOME	INTEREST	3,554.87	929,452.80
	Totals:		<u>44,842.11</u>	<u>929,452.80</u>



**State Board of Administration**  
**Local Government Surplus Funds Trust Fund**  
**Participant Statement**

**AGENCY ACCOUNT 121133**  
 02/01/2023 - 02/28/2023

CENTURY, TOWN OF  
 GENERAL FUND  
 7995 N CENTURY BLVD  
 CENTURY, FL 32535

Participant Return 02/28/2023 : 4.77 %

Date	Transaction Type	Description	Amount	Balance
02/01/2023	BEGINNING BALANCE			929,452.80
02/24/2023	DEPOSIT	CHECK # 18498	24,020.44	953,473.24
02/24/2023	DEPOSIT	CHECK # 18503	16,856.83	970,330.07
02/24/2023	DEPOSIT	CHECK # 18505	300.00	970,630.07
02/28/2023	EARNED INCOME	INTEREST	3,426.25	974,056.32
	Totals:		<u>44,603.52</u>	<u>974,056.32</u>

**HYDRA SERVICE, INC.**

P.O. BOX 365  
WARRIOR AL 35180

205-647-5326

**Invoice**

Customer Number
32230
Invoice No.
167684

**Bill To:**

TOWN OF CENTURY  
PO DRAWER 790  
CENTURY FL 32535

**Ship To:** TOWN OF CENTURY

CENTURY WOODS APT LS  
20 FL-4  
CENTURY FL 32535

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
4/19/2023	R43	3/31/2023	121984		HSI SERVICE CALL
Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		POC: Heath is Burkett (850) 619-5724 850-256-5361. Station is overflowing at an Apartment Complex. 161-193 BLOWN OUT ON PHASE CONVERTER. CAPACITOR CHANGED & CUSTOMER COUNDLNT GET PUMPS TO RE-PRIME, DUE TO BLOCKAGE ON SUCTION SIDE. WE ATTEMPTED TO PULL BOTH MOTORS FROM THE DIP TUBES, BUT WE WERE UNABLE TO DO SO DUE TO EXCESS SILICONE BETWEEN MOTORS FROM THE DIP TUBES,			
1.00	EA	11967 START CAPACITOR	3502	\$6.84	\$6.84
4.00	HR	R-Service-Service Call TECH ZAC	3108	\$125.00	\$500.00
101.00	MI	R-Service-Mileage - truck # 619	3109	\$1.50	\$151.50
Payment/Terms: NET 30				Subtotal	\$658.34
				6.000% Tax Freight Charges	
Received By : x _____				<b>Total Amount Due</b>	<b>\$658.34</b>

April 4, 2023

**Via U.S. Mail**

Leslie Howington, Town Clerk  
Town of Century  
Post Office Box 790  
Century, FL 32535

RE: Town of Century - Professional Services Rendered

Dear Leslie:

Enclosed please find our statements for services rendered for legal matters handled by our firm on behalf of the Town of Century. For your convenience, attached is a summary of the charges for this billing cycle. We would appreciate your placing these matters in line for payment. If you find it more convenient for the Town to remit one draft for the total amount due, please feel free to do so.

We appreciate the opportunity to be of service to the Town. If you have any questions, please feel free to give me a call.

Yours very truly,



Leslie A. Glassman  
Office Manager

/lg  
Enclosures

**SUMMARY OF CURRENT CHARGES**

Charter Review	\$ 656.75
Project Thumbtack	75.00
Routine Legal Advice	<u>2,744.50</u>
BALANCE DUE:	<u>\$ 3,476.25</u>

Town of Century  
Attn: Leslie Howington, Town Clerk  
Post Office Box 790  
Century FL 32535

Page: 1  
03/20/2023  
Account No: 1006-139M  
Statement No: 301

RE: Charter Review

STATEMENT

Professional Services

	HOURS	
01/25/2023		
MED Email to Leslie Howington.	0.10	
02/22/2023		
MED Review and revise Charter draft; Legal research elections provisions; Email to David Stafford; Receive and review reply email from David Stafford; Email to Mayor and Town Council; Email to Leslie Howington regarding Council workshop.	2.50	
	<u>2.60</u>	<u>650.00</u>
FOR PROFESSIONAL SERVICES RENDERED	2.60	650.00

Costs Advanced

Photocopies	6.75
TOTAL COSTS ADVANCED Thru 03/20/2023	<u>6.75</u>
TOTAL CURRENT WORK	656.75
BALANCE DUE	\$656.75
	=====

Thank You for Allowing Our Firm to be of Service.

Town of Century  
 Attn: Leslie Howington, Town Clerk  
 Post Office Box 790  
 Century FL 32535

Page: 1  
 03/20/2023  
 Account No: 1006-145M  
 Statement No: 302

RE: Project Thumbtack

STATEMENT

PREVIOUS BALANCE \$1,538.75

Professional Services

	HOURS	
02/02/2023		
MED Telephone call from Mayor Boutwell and Leslie Howington regarding Council consideration of Project Thumbtack lease.	0.30	
	<u>0.30</u>	<u>75.00</u>
FOR PROFESSIONAL SERVICES RENDERED	0.30	75.00
TOTAL CURRENT WORK		75.00

Payments

03/20/2023 Payment Received - Thank You -1,538.75

BALANCE DUE \$75.00

Thank You for Allowing Our Firm to be of Service.

Town of Century  
Attn: Leslie Howington, Town Clerk  
Post Office Box 790  
Century FL 32535

Page: 1  
03/20/2023  
Account No: 1006-002M  
Statement No: 303

RE: Town of Century - Routine Legal Advice

STATEMENT

PREVIOUS BALANCE \$532.75

Professional Services

	HOURS
02/17/2023	
MED Receive and review email from Leslie Howington regarding canvassing board for special election; Legal research issue raised in Leslie Howington's email; Reply email to Leslie Howington.	1.60
02/21/2023	
MED Receive and review email from Leslie Howington; Legal research Fla. Stat. Sec. 97.012(17); Telephone conference with David Stafford; Reply email to Leslie Howington.	1.70
02/22/2023	
MED Receive and review email from Leslie Howington regarding special election; Reply email to Leslie Howington.	0.40
02/27/2023	
MED Telephone call from Christi Hankins regarding canvassing board for special election.	0.40

Town of Century

Page: 2  
03/20/2023  
Account No: 1006-002M  
Statement No: 303

RE: Town of Century - Routine Legal Advice

MED	Receive and review emails (X4) from Christi Hankins; Review Interlocal Agreement with Supervisor of Elections; Reply email to Christi Hankins.	1.30
03/03/2023		
MED	Telephone call from Dale Long regarding funding for Prison replacement well pump; Receive and review email from Dale Long regarding same.	0.70
03/07/2023		
MED	Telephone call from Leslie Howington regarding applicability of state canvassing board laws to Town's special election.	0.40
03/14/2023		
MED	Telephone call from Leslie Howington regarding special election; Receive and review email from Leslie Howington regarding requirements of Town Charter Section 3.07(b); Receive and review Leslie Howington's email to David Stafford, et.al.; Telephone conference with Leslie Howington regarding email from Liz Carew; Telephone conference with Liz Carew; Email to David Stafford, Liz Carew, et.al.	2.40
MED	Receive and review email from Christi Hankins regarding special election; Reply email to Christi Hankins.	0.30
03/15/2023		
MED	Email to Christi Hankins; Legal research issues presented in Christi Hankins 03/14/23 email.	1.10
03/16/2023		
MED	Zoom conference with Mayor Boutwell and Robin Phillips regarding grant for reconstruction of gym at former Century High School.	0.60

Town of Century

Page: 3  
03/20/2023  
Account No: 1006-002M  
Statement No: 303

RE: Town of Century - Routine Legal Advice

FOR PROFESSIONAL SERVICES RENDERED	10.90	2,725.00
Costs Advanced		
Photocopies		19.50
TOTAL COSTS ADVANCED Thru 03/20/2023		19.50
TOTAL CURRENT WORK		2,744.50
Payments		
03/20/2023 Payment Received - Thank You		-532.75
BALANCE DUE		\$2,744.50

Thank You for Allowing Our Firm to be of Service.

**INVOICE**

RECEIVED  
APR 17 2023

RECEIVED

Date: **10-Apr-2023**  
Invoice No. **230055**

Ms. Leslie Howington  
Town Clerk  
Town of Century  
PO Box 790  
Century, FL 32535

Project: **150004-009 Highway 29 Utility Relocation**  
Professional Services: *March 1, 2023 through April 4, 2023*  
Task Order No. **MES-6**

Description: **Meeting on site with Client and FDOT regarding utility impacts on east side of road south of Jackson Street.**

	Hours	Hourly Rate	Amount Earned
Senior Professional Engineer	6.50	\$150.00	\$975.00
Design Engineer		\$78.00	\$0.00
Engineering Technician		\$85.00	\$0.00
<b>Total This Work Task</b>			<b>\$975.00</b>

Direct Expenses  
Mileage Rate = \$0.625 per mile  
Miles Driven = 181.7 miles  
**Total Direct Expenses = \$113.56**

**AMOUNT DUE THIS INVOICE: \$1,088.56**

*DL*

**Municipal Engineering Services Appreciates your Patronage.**  
Prompt Payment is Appreciated. Payment should be submitted to the address below.  
Should you have any questions or concerns, please contact us.

**INVOICE**

RECEIVED  
APR 17 2023

Date: **10-Apr-2023**  
Invoice No. **230056**

Ms. Leslie Howington  
Town Clerk  
Town of Century  
PO Box 790  
Century, FL 32535

Project: **150004-010-003 NFWMD Water Use Permit Annual Report (2022)**  
Professional Services: *February 1, 2023 through April 4, 2023*  
Task Order MES-23

Description: **Gather information from client and prepare the annual reports as required by the Town's Northwest Florida Water Management District Water Use Permit.**

	Hours	Hourly Rate	Amount Earned
Sr. Professional Engineer		\$150.00	\$0.00
Design Engineer	36.00	\$78.00	\$2,808.00
Engineering Technician		\$85.00	\$0.00
<b>Total This Work Task</b>			<b>\$2,808.00</b>

Direct Expenses

Mileage Rate =	\$0.625	per mile
Miles Driven =	0.0	miles
<b>Total Direct Expenses =</b>	<b>\$0.00</b>	

**AMOUNT DUE THIS INVOICE: \$2,808.00**

*h*

**Municipal Engineering Services Appreciates your Patronage.**

Prompt Payment is Appreciated. Payment should be submitted to the address below.

Should you have any questions or concerns, please contact us.

**INVOICE**

Date: **10-Apr-2023**  
Invoice No. **230057**

Ms. Leslie Howington  
Town Clerk  
Town of Century  
PO Box 790  
Century, FL 32535

RECEIVED

Project: **150004-019 Cross Connection Control Plan**  
Professional Services: *February 1, 2023 through April 4, 2023*  
Task Order No. **MES-18**

Description: **Finalize Questionnaire for TOC and edit CCCP.**

	Hours	Hourly Rate	Amount Earned
Sr. Project Manager		\$165.00	\$0.00
Sr. Professional Engineer		\$150.00	\$0.00
Professional Engineer		\$125.00	\$0.00
Design Engineer	8.00	\$78.00	\$624.00
Engineering Technician		\$85.00	\$0.00
<b>Total This Work Task</b>			<b>\$624.00</b>

Direct Expenses

Mileage Rate =	\$0.625	per mile
Miles Driven =	0.0	miles
<b>Total Direct Expenses =</b>	<b>\$0.00</b>	

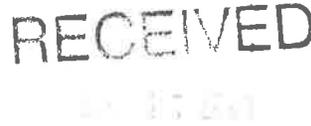
**AMOUNT DUE THIS INVOICE: \$624.00**

**Municipal Engineering Services Appreciates your Patronage.**  
Prompt Payment is Appreciated. Payment should be submitted to the address below.  
Should you have any questions or concerns, please contact us.

**INVOICE**

Date: **10-Apr-2023**  
Invoice No. **230058**

Ms. Leslie Howington  
Town Clerk  
Town of Century  
PO Box 790  
Century, FL 32535



Project: **150004-021 Well #3 Rehabilitation**  
Professional Services: *January 4, 2023 through April 4, 2023*  
Task Order No. **MES-21**

Description: **Assist the Town with funding acquisition for replacement of well No. 3 at the Prison. Respond to USDA requests for information regarding ECWAG funding.**

	Hours	Hourly Rate	Amount Earned
Sr. Project Manager		\$165.00	\$0.00
Sr. Professional Engineer	2.50	\$150.00	\$375.00
Professional Engineer		\$125.00	\$0.00
Design Engineer		\$78.00	\$0.00
Engineering Technician		\$85.00	\$0.00
<b>Total This Work Task</b>			<b>\$375.00</b>

Direct Expenses

Mileage Rate =	\$0.625	per mile
Miles Driven =	0.0	miles
<b>Total Direct Expenses =</b>	<b>\$0.00</b>	

**AMOUNT DUE THIS INVOICE: \$375.00**

*2*

**Municipal Engineering Services Appreciates your Patronage.**  
Prompt Payment is Appreciated. Payment should be submitted to the address below.  
Should you have any questions or concerns, please contact us.

**INVOICE**

Date: **10-Apr-2023**

Invoice No. **230059**

Ms. Leslie Howington  
Town Clerk  
Town of Century  
PO Box 790  
Century, FL 32535

RECEIVED

Project: **150004-022 Administrative Order (AO-120NW)**  
Professional Services: *March 1, 2023 through April 4, 2023*  
Task Order No. **MES-24**

Description: **Prepare Engineering Report as required by the AO. Corrdinate with FDEP and with Town staff regarding preparation of report and meeting to discuss compliance problems.**

	Hours	Hourly Rate	Amount Earned
Sr. Project Manager		\$165.00	\$0.00
Sr. Professional Engineer	9.00	\$150.00	\$1,350.00
Professional Engineer		\$125.00	\$0.00
Design Engineer		\$78.00	\$0.00
Engineering Technician		\$85.00	\$0.00
<b>Total This Work Task</b>			<b>\$1,350.00</b>

Direct Expenses

Mileage Rate =	\$0.625	per mile
Miles Driven =	0.0	miles
<b>Total Direct Expenses =</b>	<b>\$0.00</b>	

**AMOUNT DUE THIS INVOICE: \$1,350.00**

**Municipal Engineering Services Appreciates your Patronage.**  
Prompt Payment is Appreciated. Payment should be submitted to the address below.  
Should you have any questions or concerns, please contact us.

# MUNICIPAL ENGINEERING SERVICES, Inc.

Excellence in Engineering Service

## INVOICE

RECEIVED

Date: **10-Apr-2023**  
Invoice No. **230060**

Ms. Leslie Howington  
Town Clerk  
Town of Century  
PO Box 790  
Century, FL 32535

Project: **150004-018 Miscellaneous Well and Water Treatment Plant Improvements**  
Professional Services: *October 5, 2022 through April 4, 2023*  
Task Order No. **MES-16**

Phase / Task	LUMP SUM WORK				
	Fee	Percent Complete	Amount Earned	Previously Billed	Current Amount
Design and Permitting	\$9,500.00	85.00%	\$8,075.00	\$7,962.50	\$112.50
Electrical Engineering	\$17,075.00	0.00%	\$0.00	\$0.00	\$0.00
Architectural	\$11,425.00	47.00%	\$5,369.75	\$0.00	\$5,369.75
Bidding	\$2,200.00	0.00%	\$0.00	\$0.00	\$0.00
Project Mgmt (CA/CM/Grant Admin)	\$22,800.00	0.00%	\$0.00	\$0.00	\$0.00
<b>MES Totals</b>	<b>\$63,000.00</b>	<b>21.34%</b>	<b>\$13,444.75</b>	<b>\$7,962.50</b>	<b>\$5,482.25</b>

**AMOUNT DUE THIS INVOICE: \$5,482.25**

**Municipal Engineering Services Appreciates your Patronage.**

Prompt Payment is Appreciated. Payment should be submitted to the address below.  
Should you have any questions or concerns, please contact us.

150004-018

Billed on Invoice No. 230060

**TOWNES + architects, P.A.**

2421 North 12th Avenue  
Pensacola, Florida 32503

Certificate Number AA 26001051

**INVOICE**

30-Mar-23

Municipal Engineering Services, Inc.  
8574 Turkey Bluff Road  
Navarre, Florida 32566

Atten: Mr. Dale Long

**RE: Town of Century, FL  
Well House Renovations**

**Partial Construction Documents**

	Contract Fee	Percent Complete	Amount Previously Invoiced	Amount Due This Invoice	Total Invoiced To Date
1 Initial Site Observation	\$ 1,720.00	100%	\$ -	\$ 1,720.00	\$ 1,720.00
2 Construction Documents	\$ 4,500.00	80%	\$ -	\$ 3,600.00	\$ 3,600.00
3 Construction Administration	\$ 1,500.00	0%	\$ -	\$ -	\$ -
4 Site Observations	\$ 3,705.00	0%	\$ -	\$ -	\$ -
5 <b>SUB TOTAL</b>	<b>\$ 11,425.00</b>		<b>\$ -</b>	<b>\$ 5,320.00</b>	<b>\$ 5,320.00</b>
6					
7					
8 ALLOWANCES					
9 REIMBURSABLES	\$ -		\$ -	\$ -	\$ -
10 10.1 Printing	\$ -	0%	\$ -	\$ -	\$ -
11 10.2 Permitting	\$ -	0%	\$ -	\$ -	\$ -
12 10.3 Travel	\$ -	0%	\$ -	\$ -	\$ -
13 10.4 Postage	\$ -	0%	\$ -	\$ -	\$ -
14					
15 ADDITIONAL SERVICES			\$ -	\$ -	\$ -
16					
17					
18 <b>TOTAL CONTRACT SUM TO DATE</b>	<b>\$ 11,425.00</b>				
19					
20 TOTAL INVOICED TO DATE					\$ 5,320.00
21					
22 LESS PREVIOUS INVOICED AMOUNTS					\$ -
23					
24 <b>CURRENT PAYMENT DUE THIS INVOICE</b>					<b>\$ 5,320.00</b>
25					
26 BALANCE TO FINISH					\$ 6,105.00

Please make check payable to: TOWNES + architects, P.A.

ok to pay  
when paid  
DL

Preston Tate

850-777-9316

**HVAC SERVICE ORDER/INVOICE**

4/4/2023

BILL TO  
 Town of Esopus

THIS WORK IS TO BE  
 C.O.D.     CHARGE     NO CHARGE

MAKE \_\_\_\_\_ MAKE \_\_\_\_\_  
 MODEL \_\_\_\_\_ MODEL \_\_\_\_\_  
 SERIAL NUMBER \_\_\_\_\_ SERIAL NUMBER \_\_\_\_\_

NAME				ENVIRONMENTAL CHECK LIST				WORK PERFORMED			
STREET		DATE		WORK PERFORMED	QTY.	TYPE/DISPOSITION		CONDENSING UNIT		COND'S/ATE DRAINS	
CITY		PROMISED		<input type="checkbox"/> RECOVERED				LEVELED		CLEANED MAIN DRAIN	
PHONE		CALL BEFORE		<input type="checkbox"/> RECYCLED				CLEANED COIL		REPAIRED MAIN DRAIN	
TECHNICIAN		AUTHORIZED BY		<input type="checkbox"/> RECLAIMED				CHECKED CHARGE		CLEANED PAN DRAIN	
				<input type="checkbox"/> RETURNED				REPAIRED LEAK IN COIL		REPAIRED PAN DRAIN	
				<input type="checkbox"/> DISPOSAL				REPAIRED LEAK IN COPPER		FURN. OR FAN COIL	
				<input type="checkbox"/> DISMANTLED				#REF.		REPLACED BELT	
				<input type="checkbox"/> CHANGED OUT/REPLACED				CHECKED MOTOR		ADJUSTED BELT	
WORK TO BE PERFORMED		TOTAL \$		DESCRIPTION OF WORK PERFORMED				CHANGED MOTOR		REPLACED PULLEY	
QTY.	MATERIALS & SERVICES	UNIT PRICE	AMOUNT					REPLACED BELT		ADJUSTED PULLEY	
	REFRIGERANT R- _____ LBS.							ADJUSTED BELT		CLEANED BLOWER	
1	REPLACE CAPACITOR RAN MOTOR							REPLACED CONTACTOR		REPLACED BEARINGS	
2	RESET FLOW VALVES							REPL. START. RELAY		OILED MOTOR	
3	RESET FLOW VALVES							REPL. START. CAPACITOR		OILED BEARINGS	
4	REMOVE DRAIN PAN							REPLACED RHP CAPACITOR		CLEANED HEAT EXCH.	
4	REMOVE DRAIN PAN FROM EXHAUSTION COIL							CLEANED OIL ADJ. CONTACTOR		REPLACED HEAT EXCH.	
								REPAIRED WIRING		CLEANED OR ADJ. PILOT	
								REPLACED FUSE		REPLACED THERMOCOUPLE	
								REPLACED COMPRESSOR		REPAIRED VALVE	
								EVAPORATOR COIL		REPLACED VALVE	
								REPLACED EXP. VALVE		CLEANED BURNERS	
								ADJUSTED EXP. VALVE		DUCT	
								REPLACED CAP. TUBE		REPAIRED	
								CLEANED CAP. TUBE		ADJUSTED	
								REPAIRED COIL LEAK		THERMOSTAT	
								REPAIRED COPPER CONN.		REPLACED	
								CLEANED COIL		ADJUSTED	
								LEVELED COIL			
								ELECT. HTR.		CLG TOWER	
								REPLACED LINK		CLEANED	
								REPLACED KLIX			
								REPAIRED WIRE		PUMP(S)	
								REPAIRED CONY.		GREASED	
										REPAIRED	
								FILTERS	<input type="checkbox"/> CLEANED	<input type="checkbox"/> REPLACED	
TERMS				LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company.				TOTAL SUMMARY			
TERMS IMPRINT AREA.								TOTAL MATERIALS			
								TOTAL LABOR			
								TRAVEL CHARGE			
								TAX			
								TOTAL			400.00

I have authority to order the work outlined above which has been satisfactorily completed, I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

X CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

REGULAR     WARRANTY  
 SERVICE CONTRACT

Thank You













**Town of Century (General Fund)**  
**Statement of Revenues and Expenses - Actual to Budget**

~~For the one month and six months ended March 31, 2023~~

		<b>YTD Budget</b>	<b>Annual Budget</b>
	<b>520-000 · Fuel Expense - Admin</b>	250.02	500.00
	<b>520-001 · Fuel Expense - Street</b>	5,000.02	10,000.00
	<b>520-002 · Fuel Expense - Park</b>	1,500.00	3,000.00
	<b>527-000 · Operating Supplies - Admin</b>	8,750.02	17,500.00
	<b>527-002 · Field Supplies - Park</b>	3,750.00	7,500.00
	<b>528-000 · Chemicals Park</b>	1,250.02	2,500.00
	<b>529-000 · Drainage Street</b>	999.98	2,000.00
	<b>531-000 · Street Signs</b>	2,000.02	4,000.00
	<b>540-000 · Membership Fees</b>	1,500.00	3,000.00
	<b>555-002 · Uniforms - Street</b>	2,799.98	5,600.00
	<b>555-003 · Uniforms - Park</b>	725.02	1,450.00
	<b>620-001 · Capital Outlay - Admin</b>	2,387.48	4,775.00
	<b>650-001 · Capital Outlay - Street</b>	13,387.50	26,775.00
	<b>810-002 · Consulting Service</b>	30,000.00	60,000.00
	<b>810-003 · Engineering</b>	11,499.98	23,000.00
	<b>812-000 · Legal Fees</b>	5,000.02	10,000.00
	<b>814-000 · Audit</b>	7,500.00	15,000.00
	<b>815-000 · Advertising</b>	2,499.98	5,000.00
	<b>820-000 · Mitigation NCD Wetlands Jeffers</b>	2,499.98	5,000.00
	<b>Total Expense</b>	<b>420,889.29</b>	<b>841,778.93</b>
	<b>Net Ordinary Income</b>	0.21	0.00
	<b>Other Income/Expense</b>		
	<b>Other Income</b>		
	<b>Grant Income</b>	50,000.02	100,000.00
	<b>Total Other Income</b>	50,000.02	100,000.00
	<b>Other Expense</b>		
	<b>Grant Expenses</b>	49,999.98	100,000.00
	<b>Total Other Expense</b>	49,999.98	100,000.00
	<b>Net Other Income</b>	0.04	0.00
	<b>Net Income</b>	<b>0.25</b>	<b>0.00</b>



**Town of Century (Gas Fund)401**  
**Statement of Revenues and Expenses - Actual to Budget**

~~For the one and six months ended March 31, 2023~~

				<b>Mar 23</b>	<b>Budget</b>	<b>Oct '22 - Mar 23</b>	<b>YTD Budget</b>	<b>Annual Budget</b>	
				19.00	83.33	1,262.64	500.02	1,000.00	
			<b>527-161 · Membership Fees</b>						
				126.64	358.33	1,544.49	2,150.02	4,300.00	
			<b>550-000 · Uniforms</b>						
				37,987.00	5,214.42	37,987.00	31,286.48	62,573.00	
			<b>630-000 · Capital Outlay</b>						
				500.00	500.00	3,000.00	3,000.00	6,000.00	
			<b>810-002 · Consulting Service</b>						
				112.50	250.00	276.03	1,500.00	3,000.00	
			<b>810-005 · Engineering/Surveying</b>						
				0.00	250.00	1,706.42	1,500.00	3,000.00	
			<b>813-000 · Legal Services</b>						
				270.00	250.00	2,203.99	1,500.00	3,000.00	
			<b>815-000 · Advertising/Damage Prevent/Cust</b>						
				0.00	166.67	0.00	999.98	2,000.00	
			<b>855-000 · Audit</b>						
			<b>Total Expense</b>	<b>71,052.56</b>	<b>30,562.09</b>	<b>211,659.19</b>	<b>183,372.40</b>	<b>366,744.96</b>	
			<b>Net Ordinary Income</b>	<b>-1,167.90</b>	<b>59.74</b>	<b>8,073.73</b>	<b>358.62</b>	<b>717.04</b>	
			<b>Other Income/Expense</b>						
			<b>Other Income</b>						
			<b>Operating Trxr(to) From Garbage</b>	0.00	2,613.83	31,366.00	15,683.02	31,366.00	
			<b>Total Other Income</b>	<b>0.00</b>	<b>2,613.83</b>	<b>31,366.00</b>	<b>15,683.02</b>	<b>31,366.00</b>	
			<b>Other Expense</b>						
			<b>Debt Service Relocation Loan</b>	32,083.00	2,673.58	32,083.00	16,041.52	32,083.00	
			<b>Total Other Expense</b>	<b>32,083.00</b>	<b>2,673.58</b>	<b>32,083.00</b>	<b>16,041.52</b>	<b>32,083.00</b>	
			<b>Net Other Income</b>	<b>-32,083.00</b>	<b>-59.75</b>	<b>-717.00</b>	<b>-358.50</b>	<b>-717.00</b>	
			<b>Net Income</b>	<b>-33,250.90</b>	<b>-0.01</b>	<b>7,356.73</b>	<b>0.12</b>	<b>0.04</b>	

**Town of Century (Water and Sewer)**  
**Statement of Revenues and Expenses - Actual to Budget**

				For the one and six months March 31, 2023				
				Mar 23	Budget	Oct '22 - Mar 23	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
			<b>Grants</b>	0.00		0.00	0.00	0.00
			<b>Operating Transfer Special Reve</b>	0.00	14,594.58	18,993.21	87,567.52	175,135.00
			<b>343-601 · Water Revenue</b>	39,204.70	38,750.00	249,870.75	232,500.00	465,000.00
			<b>343-602 · Water Connection Fees</b>	0.00	83.33	1,700.00	500.02	1,000.00
			<b>343-603 · Sewer Tap in Fees</b>	0.00	208.33	30.00	1,250.02	2,500.00
			<b>343-604 · Misc Income - Water/Sewer</b>	0.00	416.67	0.00	2,499.98	5,000.00
			<b>343-605 · Sewer Revenue</b>	54,108.04	52,083.33	341,040.04	312,500.02	625,000.00
			<b>361-000 · Interest Income - State Board</b>	849.90	250.00	4,313.10	1,500.00	3,000.00
			<b>Total Income</b>	94,162.64	106,386.24	615,947.10	638,317.56	1,276,635.00
			<b>Gross Profit</b>	94,162.64	106,386.24	615,947.10	638,317.56	1,276,635.00
<b>Expense</b>								
			<b>362-000 · Rent</b>	0.00	1,500.00	0.00	9,000.00	18,000.00
			<b>363-005 · Water Cooler Rental</b>	11.89	16.67	105.22	99.98	200.00
			<b>400-000 · Water Expense</b>					
			<b>410-000 · Telephone - Water</b>	620.19	645.83	2,396.27	3,875.02	7,750.00
			<b>414-001 · Travel/Education</b>	50.00	750.00	5,246.66	4,500.00	9,000.00
			<b>420-000 · Postage/Freight</b>	627.93	541.67	3,199.45	3,250.02	6,500.00
			<b>438-000 · Water Wells - Electric</b>	3,157.78	3,333.33	17,178.08	20,000.02	40,000.00
			<b>450-000 · Liability Insurance</b>	2,083.34	2,083.33	12,500.04	12,500.02	25,000.00
			<b>461-000 · Office Equipment Maintenance</b>	0.00		0.00	0.00	0.00
			<b>462-000 · Water System Maintenance-P</b>	80.20	1,250.00	1,676.20	7,500.00	15,000.00
			<b>463-000 · Meter Replacements</b>	0.00	41.67	0.00	249.98	500.00
			<b>465-000 · Vehicle Expense - Water/Sew</b>	-2,496.94	250.00	1,097.52	1,500.00	3,000.00
			<b>467-000 · Equipment Maint.</b>	180.00	833.33	665.98	5,000.02	10,000.00
			<b>468-000 · Generator Maintenance</b>	1,550.00	791.67	9,337.00	4,749.98	9,500.00
			<b>468-001 · Field Supplies</b>	3,248.38	2,500.00	21,789.44	15,000.00	30,000.00
			<b>471-000 · Elevated Water Tank</b>	13,211.24	2,075.00	13,211.24	12,450.00	24,900.00
			<b>476-001 · Testing - Water</b>	0.00	250.00	1,446.50	1,500.00	3,000.00
			<b>500-110 · Executive Salaries</b>	0.00		0.00		
			<b>500-111 · Clerk Salary - Water/Sewer</b>	0.00	558.50	0.00	3,351.00	6,702.00

**Town of Century (Water and Sewer)**  
**Statement of Revenues and Expenses - Actual to Budget**

		For the one and six months March 31, 2023				
		Mar 23	Budget	Oct '22 - Mar 23	YTD Budget	Annual Budget
	<b>500-130 · Call Out Time Water Departm</b>	1,983.96	1,666.67	11,270.94	9,999.98	20,000.00
	<b>500-260 · Prison Contract Labor - Wate</b>	0.00		0.00	0.00	0.00
	<b>520-000 · Fuel Expense - Water Dept.</b>	703.53	750.00	7,202.52	4,500.00	9,000.00
	<b>538-001 · Chemicals Water</b>	50.00	1,000.00	6,372.50	6,000.00	12,000.00
	<b>540-000 · Membership Fees</b>	0.00	50.00	0.00	300.00	600.00
	<b>550-000 · Uniforms</b>	0.00	358.33	2,011.06	2,150.02	4,300.00
	<b>Total 400-000 · Water Expense</b>	25,049.61	19,729.33	116,601.40	118,376.06	236,752.00
	<b>410-003 · Water Purchases - New Account</b>	0.00	1,666.67	52,952.86	9,999.98	20,000.00
	<b>414-002 · Mileage Reimbursement</b>	0.00		1,383.63		
	<b>468-002 · Prison Work-Expenses</b>	0.00		20,250.25		
	<b>500-000 · Sewer Expense</b>					
	<b>429-000 · Electric WWTP</b>	4,747.08	3,541.67	29,271.84	21,249.98	42,500.00
	<b>436-000 · Utilities - Sewer Lifts</b>	1,504.76	2,083.33	10,591.61	12,500.02	25,000.00
	<b>459-000 · Lift Stations/Pumps Maintena</b>	5,995.00	2,083.33	11,090.12	12,500.02	25,000.00
	<b>459-500 · Sludge Dewatering</b>	0.00	5,416.67	405.00	32,499.98	65,000.00
	<b>467-001 · Equipment Maintenance Sewer</b>	104.42	291.67	104.42	1,749.98	3,500.00
	<b>476-002 · Testing - Sewer</b>	0.00	1,250.00	5,618.00	7,500.00	15,000.00
	<b>500-141 · Uniforms Sewer</b>	0.00	358.33	0.00	2,150.02	4,300.00
	<b>500-262 · Prison Contract Labor Sewer</b>	0.00		0.00	0.00	0.00
	<b>538-000 · Chemicals WWTP</b>	0.00	1,833.33	1,524.69	11,000.02	22,000.00
	<b>Total 500-000 · Sewer Expense</b>	12,351.26	16,858.33	58,605.68	101,150.02	202,300.00
	<b>500-120 · Regular Salaries or Wages</b>	33,467.78	25,880.52	161,245.98	155,283.13	310,566.25
	<b>500-122 · Regular Salaries Overtime</b>	0.00	1,250.00	0.00	7,500.00	15,000.00
	<b>500-123 · Overtime Administration</b>	0.00	416.67	0.00	2,499.98	5,000.00
	<b>500-124 · City Manager</b>	0.00		0.00	0.00	0.00
	<b>500-210 · FICA and Medicare</b>	2,712.06	2,022.58	13,218.61	12,135.48	24,271.02
	<b>500-220 · Retirement</b>	1,839.75	1,321.95	8,754.30	7,931.71	15,863.41
	<b>500-230 · Health Insurance</b>	3,729.48	4,683.52	23,146.56	28,101.09	56,202.21
	<b>500-240 · Workman's Comp</b>	758.01	758.02	4,548.06	4,548.11	9,096.23
	<b>502-005 · Drug Screen</b>	1,286.25	81.25	1,410.00	487.50	975.00
	<b>540-001 · Rental Fee</b>	1,363.60	833.33	19,169.60	5,000.02	10,000.00
	<b>630-000 · Capital Outlay</b>	0.00	6,302.92	41,279.07	37,817.48	75,635.00

**Town of Century (Water and Sewer)**  
**Statement of Revenues and Expenses - Actual to Budget**

		For the one and six months March 31, 2023				
		Mar 23	Budget	Oct '22 - Mar 23	YTD Budget	Annual Budget
	<b>810-002 · Consulting</b>	1,625.00	1,583.33	11,225.00	9,500.02	19,000.00
	<b>810-003 · Engineering/Surveying</b>	337.50	4,166.67	26,229.12	24,999.98	50,000.00
	<b>812-000 · Legal Fees</b>	0.00	583.33	2,670.00	3,500.02	7,000.00
	<b>815-000 · Advertising - Water</b>	39.00	41.67	39.00	249.98	500.00
	<b>820-000 · Audit</b>	0.00	333.33	0.00	2,000.02	4,000.00
	<b>Total Expense</b>	<b>84,571.19</b>	<b>90,030.09</b>	<b>562,834.34</b>	<b>540,180.56</b>	<b>1,080,361.12</b>
	<b>Net Ordinary Income</b>	<b>9,591.45</b>	<b>16,356.15</b>	<b>53,112.76</b>	<b>98,137.00</b>	<b>196,273.88</b>
	<b>Other Income/Expense</b>					
	<b>Other Income</b>					
	<b>361-010 · Grant Income</b>	0.00	166,666.67	20,118.45	999,999.98	2,000,000.00
	<b>Total Other Income</b>	<b>0.00</b>	<b>166,666.67</b>	<b>20,118.45</b>	<b>999,999.98</b>	<b>2,000,000.00</b>
	<b>Other Expense</b>					
	<b>Debt Service</b>	0.00	6,416.67	0.00	38,499.98	77,000.00
	<b>Debt Service SRLF #1</b>	0.00	1,041.67	0.00	6,249.98	12,500.00
	<b>Debt Service SRLF #2</b>	0.00	833.33	0.00	4,999.98	10,000.00
	<b>Operating Transfer out General</b>	0.00	3,851.75	0.00	23,110.50	46,221.00
	<b>Water Reserve</b>	0.00	1,000.00	0.00	6,000.00	12,000.00
	<b>Water Reserve #2</b>	0.00	3,212.75	0.00	19,276.50	38,553.00
	<b>812-011 · grant expense</b>	3,213.60	166,666.67	65,469.60	1,000,000.02	2,000,000.00
	<b>Total Other Expense</b>	<b>3,213.60</b>	<b>183,022.84</b>	<b>65,469.60</b>	<b>1,098,136.96</b>	<b>2,196,274.00</b>
	<b>Net Other Income</b>	<b>-3,213.60</b>	<b>-16,356.17</b>	<b>-45,351.15</b>	<b>-98,136.98</b>	<b>-196,274.00</b>
<b>Net Income</b>		<b>6,377.85</b>	<b>-0.02</b>	<b>7,761.61</b>	<b>0.02</b>	<b>-0.12</b>

**Town of Century Garbage Fund**  
**Statement of Revenues and Expenses - Actual to Budget**  
**For the one and six months ended March 31, 2023**

				<b>Mar 23</b>	<b>Budget</b>	<b>Oct '22 - Mar 23</b>
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
		<b>343-201 · Garbage Revenue</b>		16,986.77	13,750.00	89,892.43
		<b>434-401 · Misc Income</b>		0.00	8.33	0.00
		<b>Total Income</b>		<b>16,986.77</b>	<b>13,758.33</b>	<b>89,892.43</b>
<b>Gross Profit</b>				<b>16,986.77</b>	<b>13,758.33</b>	<b>89,892.43</b>
<b>Expense</b>						
		<b>433-004 · Contract Fee Residential - AW</b>		9,245.00	8,833.33	55,581.09
		<b>502-000 · Misc Exp</b>		0.00	4.17	0.00
		<b>502-001 · Operating Transfer Out to Gas</b>		0.00	2,613.83	31,366.00
		<b>502-002 · operating trx out - General</b>		0.00	2,307.00	0.00
		<b>Total Expense</b>		<b>9,245.00</b>	<b>13,758.33</b>	<b>86,947.09</b>
<b>Net Ordinary Income</b>				<b>7,741.77</b>	<b>0.00</b>	<b>2,945.34</b>
<b>Other Income/Expense</b>						
<b>Other Income</b>						
		<b>343-202 · Miscellaneous Income</b>		0.00		6.17
		<b>Total Other Income</b>		<b>0.00</b>		<b>6.17</b>
<b>Net Other Income</b>				<b>0.00</b>	<b>0.00</b>	<b>6.17</b>
<b>Net Income</b>				<b>7,741.77</b>	<b>0.00</b>	<b>2,951.51</b>

**For Management use only SSARS 21**

**Town of Century Garbage Fund**  
**Statement of Revenues and Expenses - Actual to Budget**  
**For the one and six months ended March 31, 2023**

				<b>YTD Budget</b>	<b>Annual Budget</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
		<b>343-201 · Garbage Revenue</b>		82,500.00	165,000.00
		<b>434-401 · Misc Income</b>		50.02	100.00
		<b>Total Income</b>		<b>82,550.02</b>	<b>165,100.00</b>
		<b>Gross Profit</b>		<b>82,550.02</b>	<b>165,100.00</b>
<b>Expense</b>					
		<b>433-004 · Contract Fee Residential - AW</b>		52,999.98	106,000.00
		<b>502-000 · Misc Exp</b>		24.98	50.00
		<b>502-001 · Operating Transfer Out to Gas</b>		15,683.02	31,366.00
		<b>502-002 · operating trx out - General</b>		13,842.00	27,684.00
		<b>Total Expense</b>		<b>82,549.98</b>	<b>165,100.00</b>
		<b>Net Ordinary Income</b>		<b>0.04</b>	<b>0.00</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
		<b>343-202 · Miscellaneous Income</b>			
		<b>Total Other Income</b>			
		<b>Net Other Income</b>		<b>0.00</b>	<b>0.00</b>
		<b>Net Income</b>		<b>0.04</b>	<b>0.00</b>

**For Management use only SSARS 21**

**Town of Century (Special Revenue)**  
**Statement of Revenues and Expenses - Actual to Budget**

For the one and six months ended March 31, 2023

		<b>Mar 23</b>	<b>Budget</b>	<b>Oct '22 - Mar 23</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
	<b>From Reserves ARPA</b>	0.00	33,333.33	0.00
	<b>312-600 · Local Government Infrastructure</b>	23,210.86	26,666.67	212,005.52
	<b>360-000 · Interest Income - All</b>	3,845.55	125.00	18,763.89
	<b>Total Income</b>	<b>27,056.41</b>	<b>60,125.00</b>	<b>230,769.41</b>
<b>Expense</b>				
	<b>ARPA Expenditures</b>	0.00	33,333.33	3,821.13
	<b>362-005 · To (From) Reserves</b>	0.00	2,911.17	0.00
	<b>Total Expense</b>	<b>0.00</b>	<b>36,244.50</b>	<b>3,821.13</b>
	<b>Net Ordinary Income</b>	<b>27,056.41</b>	<b>23,880.50</b>	<b>226,948.28</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
	<b>Operating transfer out Gas</b>	32,083.00	7,888.00	32,083.00
	<b>Operating Transfer out General</b>	147,122.00	1,397.92	147,122.00
	<b>Operating Transferout Water/Sew</b>	0.00	14,594.58	18,993.21
	<b>Total Other Expense</b>	<b>179,205.00</b>	<b>23,880.50</b>	<b>198,198.21</b>
	<b>Net Other Income</b>	<b>-179,205.00</b>	<b>-23,880.50</b>	<b>-198,198.21</b>
	<b>Net Income</b>	<b>-152,148.59</b>	<b>0.00</b>	<b>28,750.07</b>

**Town of Century (Special Revenue)**  
**Statement of Revenues and Expenses - Actual to Budget**

For the one and six months ended March 31, 2023

		<b>YTD Budget</b>	<b>Annual Budget</b>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
	<b>From Reserves ARPA</b>	200,000.02	400,000.00
	<b>312-600 · Local Government Infrastructure</b>	159,999.98	320,000.00
	<b>360-000 · Interest Income - All</b>	750.00	1,500.00
	<b>Total Income</b>	<b>360,750.00</b>	<b>721,500.00</b>
<b>Expense</b>			
	<b>ARPA Expenditures</b>	199,999.98	400,000.00
	<b>362-005 · To (From) Reserves</b>	17,466.98	34,934.00
	<b>Total Expense</b>	<b>217,466.96</b>	<b>434,934.00</b>
	<b>Net Ordinary Income</b>	<b>143,283.04</b>	<b>286,566.00</b>
<b>Other Income/Expense</b>			
<b>Other Expense</b>			
	<b>Operating transfer out Gas</b>	47,328.00	94,656.00
	<b>Operating Transfer out General</b>	8,387.48	16,775.00
	<b>Operating Transferout Water/Sew</b>	87,567.52	175,135.00
	<b>Total Other Expense</b>	<b>143,283.00</b>	<b>286,566.00</b>
	<b>Net Other Income</b>	<b>-143,283.00</b>	<b>-286,566.00</b>
	<b>Net Income</b>	<b>0.04</b>	<b>0.00</b>

# Town of Century, Florida

## Agenda Item

Agenda Date: May 2, 2023

<b>Department</b>	Water	<b>Amount</b>	\$1,301,892.00
<b>Presenter</b>	Mayor Boutwell	<b>Account</b>	Legislative Appropriation

**Subject: ESCAMBIA COUNTY TOWN OF CENTURY  
WATER METER REPLACEMENT PROJECT**

### Background:

**PROJECT BACKGROUND:** The Town of Century is presently metering approximately 825 water customers. The existing meters used to meter the customers' water use are nearly 20 years old. The meters were installed as a radio read system, but the system has long since failed and the meters are read manually each month. In addition to the meters failing, the Town's existing service line is in need of a replacement. There are numerous leaks in the service lines feeding to the customers meters. The new water meters will be automated, which will allow the Town to read them in batches while driving through the water system franchise area. The Project will also include the new software, hardware and staff training to read the new meters.

**PROJECT DESCRIPTION:** The Project will include replacement of all commercial and residential water service lines from the main to the customer connection. This includes connection to the water main, new service lines under the road (if required), and replacement of the meter box and all its contents including a new water meter. These funds were awarded to Escambia County (Grantee); the Town of Century will work in conjunction with the Grantee on this project.

**LEGISLATIVE APPROPRIATION:** State of Florida, Department of Environmental Protection

**AGREEMENT NUMBER:** LPA0284

This item is for ongoing operations.

### Recommended Action:

- 1. APPROVE INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND TOWN OF CENTURY, FLORIDA RELATING TO WATER METER REPLACEMENT PROJECT AND**
- 2. AUTHORIZE MAYOR BOUTWELL TO EXECUTE THE INTERLOCAL AGREEMENT**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE TOWN OF CENTURY, FLORIDA RELATING TO  
WATER METER REPLACEMENT PROJECT**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and the Town of Century, a Florida municipal corporation (hereinafter referred to as the "Town"), with an administrative address of P. O. Drawer 790, Century, Florida 32535.

**WITNESSETH:**

**WHEREAS**, the Town and the County have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, pursuant to §163.01, Florida Statutes, the County and Town are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the Town requires the replacement of all commercial and residential water service lines from the main to the customer connection.

**WHEREAS**, the County was awarded funding from Florida Department of Environmental Protection in the amount of \$1,301,892.00.

**WHEREAS**, the County has agreed to provide the Town with funding to complete the Project; and

**WHEREAS**, the Town and the County wish to enter this Interlocal Agreement define their obligations and responsibilities regarding the Project;

**WHEREAS**, it is in the best interest of the citizens of Escambia County that the County and Town enter into this agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.
2. Project Description. The Project will include replacement of all commercial and residential water service lines from the main to the customer connection. This includes connection to the water main, new service lines under the road, if required, and replacement of the meter box and all its contents including new water meter. It is

recognized that the information in Exhibit A summarizes the project phases and projected total cost.

3. Reimbursement of Project Costs. The reimbursement period for the Project will begin July 1, 2022 and end at the expiration of the grant agreement. The County shall be compensated pursuant to the grant agreement.

4. Effective Date. This Agreement, after being properly executed by the parties named herein, shall become effective upon its filing with the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for filing the Agreement with the Clerk.

5. Term. The term of this Agreement shall terminate upon the completion of the Project contemplated in Exhibit A.

6. Termination. This Agreement may be terminated by either party with or without cause upon providing thirty days' written notice to the other party.

7. Liability. Subject to any claim of sovereign immunity, each Party shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties or any third party to create a relationship of principal and agent, joint venture, business affiliation, or any other association between the Town and the County.

8. Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

9. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

11. Notices. All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

Escambia County:  
County Administrator  
221 Palafox Place, Ste. 420  
Pensacola, Florida 32502

Town of Century:  
Mayor  
Post Office Drawer 790  
Century, FL 32535

12. Governing Law; Venue. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

13. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

14. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

15. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Party, in accordance with applicable law, and that this Agreement is binding upon the Parties in accordance with its terms.

**[Signature Page to Follow]**

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties hereto have made and executed this Agreement on the respective dates under each signature.

**Escambia County**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners

By: \_\_\_\_\_  
Lumon J. May, Chairman

Date: \_\_\_\_\_

**ATTEST:** Pam Childers  
Clerk of the Circuit Court

BCC Approved: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

Approved as to form and legal sufficiency.

By/Title: *Kari Garrett, ACA*

Date: 04-10-2023

**Town of Century**, a Florida municipal corporation acting through its duly authorized Town Council

By: \_\_\_\_\_  
Benjamin Boutwell, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**GRANTEE**

Grantee Name \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature) Date Signed \_\_\_\_\_

Print Name and Title of Person Signing \_\_\_\_\_

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed \_\_\_\_\_

Print Name and Title of Person Signing \_\_\_\_\_

Additional signatures attached on separate page.

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: *Kari Garrett, ACA*

Date: 04-10-2023

DEP Agreement No.

Rev. 6/20/18

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DWRA Additional Signatures

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Arlene Acevedo, DEP Grant Manager

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Kathleen Downey, DEP QC Reviewer

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

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

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

## Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

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

#### **11. Retainage.**

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

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

#### **13. Termination.**

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

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

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

**15. Events of Default.**

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

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

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

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

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

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

**19. Limitation of Liability.**

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

**20. Remedies.**

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

**21. Waiver.**

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

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

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

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

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

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

**25. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **27. Record Keeping.**

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

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **28. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **29. Conflict of Interest.**

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

### **30. Independent Contractor.**

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

### **31. Subcontracting.**

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

### **32. Guarantee of Parent Company.**

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

### **33. Survival.**

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

### **34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

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

**36. Grantee's Employees, Subcontractors and Agents.**

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

**37. Assignment.**

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

**38. Compensation Report.**

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

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

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

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0284**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Escambia County Town of Century Water Meter Replacement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

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

**4. Cost Eligible for Reimbursement or Matching Requirements.**

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

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

## **8. Insurance Requirements**

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

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

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

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

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

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

No retainage is required under this Agreement.

## **11. Subcontracting.**

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

## **12. State-owned Land.**

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

## **13. Office of Policy and Budget Reporting.**

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

## **14. Common Carrier.**

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

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

**15. Additional Terms.**

None.

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

**PROJECT TITLE:** Escambia County Town of Century Water Meter Replacement Project

**PROJECT LOCATION:** The Project will be located in the Town of Century within Escambia County; Lat/Long (30.9764, -87.2623).

**PROJECT BACKGROUND:** The Town of Century is presently metering approximately 825 water customers. The existing meters used to meter the customers' water use are nearly 20 years old. The meters were installed as a radio read system, but the system has long since failed and the meters are read manually each month. In addition to the meters failing, the Town's existing service line is need of a replacement. There are numerous leaks in the service lines feeding to the customers meters. The new water meters will be automated, which will allow the Town to read them in batches while driving through the water system franchise area. The Project will also include the new software, hardware and staff training to read the new meters.

**PROJECT DESCRIPTION:** The Project will include replacement of all commercial and residential water service lines from the main to the customer connection. This includes connection to the water main, new service lines under the road (if required), and replacement of the meter box and all its contents including a new water meter.

These funds were awarded to Escambia County (Grantee); the Town of Century will work in conjunction with the Grantee on this project.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task 1: Design and Permitting**

**Deliverables:** The Grantee will complete the design of water meter replacement system and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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

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

## **Task 2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the water meter replacement system

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

## **Task 3: Project Management**

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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

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

## **Task 4: Construction**

**Deliverables:** The Grantee will construct water meter replacement system in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

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

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

**PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Design and Permitting	Contractual Services	\$85,000	07/01/2022	06/30/2025
2	Bidding and Contractor Selection	Contractual Services	\$3,500	07/01/2022	06/30/2025
3	Project Management	Contractual Services	\$20,500	07/01/2022	06/30/2025
4	Construction	Contractual Services	\$1,192,892	07/01/2022	06/30/2025
Total:			\$1,301,892		

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

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

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

#### **PART V: RECORD RETENTION**

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

**EXHIBIT – 1**

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects - LI 1665A	\$1,301,892	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

<b>Total Award</b>	<b>\$1,301,892</b>	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0284
<b>Project Title:</b>	Escambia County Town of Century Water Meter Replacement Project
<b>Grantee Name:</b>	Escambia County
<b>Grantee's Grant Manager:</b>	Timothy Day
<b>Reporting Period:</b>	Select Quarter - Select Year

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Design and Permitting**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 2: Bidding and Contractor Selection**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 3: Project Management**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 4: Construction**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Completion Status for Tasks:**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

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Timothy Day - Grantee's Grant Manager  
*(Original Ink or Digital Timestamp)*

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Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

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

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

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