



SPECIAL BOARD OF DIRECTORS' MEETING

Thursday, September 3, 2026, at 5:00 p.m.

City Commission Conference Room

228 S. Massachusetts Ave. Lakeland, FL 33801

AGENDA

Action Required

Call to Order

- Roll Call

1. Public Comments

None

2. Interlocal Agreement with Polk County FY 26-27

Approval

Adjournment

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Thursday, September 3, 2026
AGENDA ITEM #1

Agenda Item: Public Comments

Presenter: TBD

**Recommended
Action:** None

Summary: Open forum for the public to address any comments,
questions, or concerns.

CITRUS CONNECTION
BOARD OF DIRECTORS' MEETING
Thursday, September 3, 2026
AGENDA ITEM #2

Agenda Item: Interlocal Agreement with Polk County for FY 26-27

Presenter: Ben Darby, Esq.

Recommended Action: Board approval of the Interlocal Agreement with Polk County for FY 26-27

Summary: The annual agreement for contracted services with the Polk County Board of County Commissioners has been transmitted to the LAMTD Board for their approval.

Attachment: Interlocal Agreement for FY 26-27

**INTERLOCAL AGREEMENT
FOR
COUNTYWIDE TRANSIT SYSTEM**

This Interlocal Agreement ("this Agreement") is made and entered into, as of the 1st day of October 2026 by and between Polk County, a political subdivision of the State of Florida (the "County"), and the Lakeland Area Mass Transit District, an independent special district (the "District").

W I T N E S S E T H:

WHEREAS, the Polk Transit Authority was created under Chapter 2007-275, Laws of Florida, with the stated purpose to provide for the consolidation of transit services in Polk County and to provide for the transition to a countywide transit system; and

WHEREAS, the District is a public transportation operator in the Lakeland Urbanized Area and elsewhere in Polk County; and

WHEREAS, the District is the primary provider of transit services in Polk County; and

WHEREAS, the District has the power to contract with federal, state, and local governmental agencies, private companies, and individuals concerning the establishment, operation, and maintenance of public mass transportation systems; and

WHEREAS, the District and the County previously entered into an Interlocal Agreement on October 1, 2015 for the transition of the operation and management of all transit services from the County to the District; and

WHEREAS, the County has successfully transferred all beneficial interest in any and all transit grants it previously received to the District, as the new beneficiary; and

WHEREAS, many federal and state grants that provide funding for transit services require local governments to contribute funds as a condition for awarding the grants; and

WHEREAS, for the October 1, 2026 - September 30, 2027 fiscal year (the "Agreement Year") the County has agreed to provide the District an aggregate amount not to exceed \$4,300,000 to be used as the local government contribution toward those Services the District will provide as described in Section 2, below;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Management and Operation of Transit Services. The District shall manage and operate transit routes within Polk County, Florida pursuant to the routes, service hours, frequency, miles, and vehicle assignments the District determines (collectively, the "Services"). The District and the County recognize the importance of transit agencies providing assistance during crisis situations. The District agrees to be the lead agency identified in the Polk County Comprehensive Emergency Management plan to perform vital services such as transportation of special needs clients, evacuation of victims, and transport of emergency personnel. The District will continue to have access to the County's Public Safety Radio System for transit operations. The County will provide the District with radio technical support for the Emergency Management Division radio services program as more fully described in prior County resolutions addressing the matter.
3. County Funding for Management and Operation of Transit Services.
 - a. The County agrees to pay the District an amount not to exceed \$4,300,000 (the "Contract Funds") as further specified in Attachment A, attached hereto and incorporated herein by reference. The Contract Funds represent the total actual costs (collectively, the "Services Costs") the District anticipates to incur during the Agreement Term for the following: (i) the local matching funds for the state and federal grants for transit services within the unincorporated areas of Polk County not lying within the District's boundaries, (ii) certain mutually agreed transit routes, and (iii) an amount, not to exceed twenty percent (20%) of the aggregate amount the County provides the District for the local matching funds and mutually agreed routes, for the actual administrative expenses the District incurs to provide the transit services formerly provided by the County. The Contract Funds will be provided to the District by October 16, 2026.
 - b. The District shall submit to the County within 30 days after the end of each quarter, starting in January 2026, documentation of grant submittals to any grantors for which County provides cash match (FDOT, FTA) for expense reimbursements. Documentation shall include grantor approval and/or proof of reimbursement.

- c. The District shall not now, or in the future expend or retain any funds provided by the County under this Agreement for accrued pension liabilities, or, except as stated in this Section 3 for an expense that does not represent an actual disbursement of funds. If at the end of an Agreement Year there are unspent Contract Funds (the “Excess County Funds”) because the total actual Services Costs were less than the amount the District anticipated when entering this Agreement, then subject to the account balance amount limitation described in this section, the District may deposit and retain the Excess County Funds in a separate reserve account (the “Services Costs Reserve Account”) dedicated solely to paying any Services Costs shortfalls the District incurs during future Agreement Years. If it deposits any Excess County Funds into the Services Costs Reserve Account, then the District shall deliver written notice of the deposit to the County within thirty (30) days after doing so. The Services Costs Reserve Account balance shall not exceed one hundred fifty thousand dollars (\$150,000.00) at any time. If the deposit of any portion of Excess County Funds from an Agreement Year would increase the Services Costs Reserve Account balance over the one hundred fifty thousand dollar (\$150,000.00) limit, then the District shall refund that portion of the Excess County Funds to the County no later than the date stated in Section 3. d., below. If the District completely depletes the Services Cost Reserve Account in the same fiscal year that the District experiences a budget shortfall and the District nevertheless requires additional funds to balance the budget shortfall, then the County may, at the County’s discretion, cover for those additional expenses. If, at the expiration or termination of this Agreement, funds remain within the Services Costs Reserve Account, then the District shall refund the remaining funds within the Services Costs Reserve Account to the County within thirty (30) days of the Agreement’s expiration or termination.
- d. The District shall make financial records available to the County staff, the Inspector General's Office of the Clerk of the Circuit Court, or a mutually agreed upon external audit firm hired by the County, for review upon reasonable request by the County. The County or an external audit firm hired by the County may also conduct site or remote monitoring visits, audits, and interview District staff to ensure the County Contract Funds are being used in accordance with this Agreement. The District shall comply with requests for information and will make all financial records available for review within

a reasonable amount of time after receiving a request to do so. In the event the County or an external audit firm hired by the County discovers that any funds provided hereunder, or under any prior agreements with the District, have either been held in reserves except as stated in Section 3. c., above, or as prior year carry-over, or were used to defray expenses not directly related to the Services Costs, then upon receipt of notice the District shall immediately pay the County any such amounts so discovered.

In all cases, internal control measures must be in place to provide reasonable assurance that the financial records are accurate. If at the end of an Agreement Year there are Excess County Funds which the District elects not to deposit in the Services Costs Reserve Account or cannot do so because of the Services Costs Reserve Account balance limit, then the District shall refund such Excess County Funds to the County within thirty (30) days after the completion of the District's annual audited financial statements, but not later than June 30, 2027.

4. Funding Emergency. The District and the County agree that in the event federal or state funds are temporarily or permanently unavailable, the District shall fund the operations within the District boundaries and the County may, in its sole discretion, fund all operations outside of the District's territory.
5. New or Increased Grant Opportunities. District agrees to utilize and maintain current grants and seek and obtain approval from County prior to the application for any new transit grants or additional funding under existing grants for the Services to the extent District will be seeking matching contributions from the County for the same. The County shall not be obligated to provide matching funds for any transit grant opportunities unless the same is approved by the County in advance of the District submitting the grant application. In all instances, the District must timely submit all reimbursement requests to the applicable grantor agency, and to all requests for additional information, in order to receive grant funds within a reasonable period of time. If the District has not timely submitted such information, the County may suspend its payment under this Agreement until such time that the District has become current on all such grant reimbursement requests.
6. Insurance Requirements. The District shall maintain at all times during the term of this contract, the following insurance policies, with an insurance company(ies) that has (have) a minimum rating of A VIII by A.M. Best, and that is (are) authorized to do business in the State of Florida.

- a. Such insurance policies shall insure the District against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the District under the terms and provisions of the contract.
 - i. Workers' Compensation insurance in accordance with Chapter 440, Florida

Statutes, and/or any other applicable law requiring workers' compensation (federal, maritime, etc.).

ii. Employers Liability insurance with the following minimum limits and coverage:

1. Each Accident	\$1,000,000
2. Disease-Each Employee	\$1,000,000
3. Disease-Policy Limit	\$1,000,000

iii. General Liability insurance, without restrictive endorsements, with the following minimum limits and coverage:

1. Each Occurrence/General Aggregate	\$1,000,000 / 2,000,000
2. Products-Completed Operations	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Fire Damage	\$50,000
5. Medical Expense	\$5,000

iv. Auto Liability insurance, including owned, non-owned, and hired autos, including Pollution Liability due to accident or overturn, with the following minimum limits:

1. Combined Single Limit	\$2,000,000
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v. Auto Physical Damage insurance based upon the replacement cost, or other valuation basis to which the County has agreed, of each vehicle. The County shall be listed as a loss payee as response auto physical damage insurance for the County's vehicles that are subject of this contract.

vi. Pollution Liability covering fuel handling and operations, both on and off any scheduled premises. With the following minimum limits:

1. Per Pollution Event	\$1,000,000
2. Annual Aggregate	\$2,000,000

- b. All policies shall have no greater than a \$25,000 deductible or self-insured retention, without approval of the County.
- c. Polk County, a political subdivision of the State of Florida, shall be named as an additional insured on the General Liability, Auto Liability, and Pollution Legal Liability insurance policies.
- d. The General Liability, Auto Liability, Workers' Compensation, and Pollution Liability policies shall contain a waiver of subrogation provision in favor of the County, shall be primary and noncontributory to any insurance that may be available to the County, and shall include a cross Liability or Severability of Interests provision.
- e. The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior

- written notice to the County of any change, cancellation, or nonrenewal of the provided insurance.
- f. If it is not possible for the District to certify compliance on the certificate of insurance with all the above requirements, then the District shall provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions. The County has the right to request copies of the policies and review all policies prior to the inception of this contract.
 - g. Certificate(s) of Insurance shall be issued to: Polk County, C/O Risk Management, P. O. Box 9005, Drawer AS06, Bartow, FL 33830.
 - h. The District shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the District evidencing coverage and limits in accordance with the District's requirements.
 - i. All deductibles and self-insured retentions shall be shown on the Certificate(s) of Insurance. The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the District and/or subcontractor providing such insurance.
 - j. Neither approval, nor failure to disapprove insurance provided by the District shall relieve the District from liability. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract.
7. Term. The term of this Agreement shall be October 1, 2026 through September 30, 2027.
8. Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, in whole or in part, by either party, upon written notice given at least thirty (30) days in advance of the effective date of termination, subject to compliance with FTA and FDOT requirements.
9. Interlocal Agreement. This Agreement shall be an "Interlocal Agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969 and shall become effective upon being filed with the Clerk of the Circuit Court of Polk County, Florida.
10. Attorney's Fees and Expenses. If a dispute arises between the parties hereto in connection with this Agreement, each party shall bear their own attorney's fees, costs, and expenses, including any paralegal's fees and any fees and expenses in connection with any appellate

proceedings.

11. No Personal Liability. No provision, representation, covenant, or agreement contained in this Agreement, or any obligation herein or therein imposed upon the County or the District, or the breach thereof, shall constitute or give rise to or impose any personal liability upon any officer or employee of the County or the District.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties in connections with the subject matter hereof, except as specifically set forth herein.
13. Amendments, Assignments, and Waivers. No amendment, supplement, modification, assignment, or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so. Each such amendment, supplement, modification, assignment, or waiver of this Agreement shall be filed with the Clerk of the Circuit Court of Polk County, Florida.
14. Public Records. Each party shall comply with Florida's public records law to specifically include without limitation keeping and maintaining public records, and ensuring that those public records (or applicable portions thereof) which are exempt from disclosure are not disclosed except as authorized by law.
15. Relationship of the Parties. Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the District (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The District shall have no right to speak for or bind the County in any manner.
16. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified

mail, postage prepaid with return receipt requested, to the parties at the following addresses:

COUNTY:	Polk County Attn: Deputy County Manager, Support Services and Human Services P.O. Box 9005, Drawer CA01 330 W. Church Street Bartow, Florida 33830-9005
DISTRICT:	Lakeland Area Mass Transit District Attn: Tom Phillips, Executive Director 1212 George Jenkins Boulevard Lakeland, Florida 33815

Either of the parties may, by written notice given to the other, designate any further or different addresses to which subsequent notices, certificates, or other communications may be sent. Any notice shall be deemed given on the date such notice is actually delivered or attempted delivery is refused.

17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.
18. Rights Cumulative. All rights, powers, and remedies of the County and the District hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the County or the District by law.
19. Controlling Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida. Any suit brought to enforce this Agreement shall be in the state courts in and for Polk County, Florida.
20. Parties in Interest. This Agreement shall insure to the benefit of the County and the District. It is not the purpose of this Agreement to render any other party a third party beneficiary hereof.
21. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE,

INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

22. Indemnification. Without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying party's failure to comply with the provisions of this Agreement, to the extent permissible by Florida Law. Nothing contained herein shall operate or be construed as a waiver of the District's or the County's limit of liability as set forth in § 768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
23. Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated by reference into the body of this Agreement as if set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the respective dates specified below

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

Reviewed as to form and legal sufficiency:

County Attorney's Office

LAKELAND AREA MASS TRANSIT DISTRICT, an independent special district

By: _____

Printed Name: _____

Title: _____

Date: _____

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____

ATTACHMENT “A”



1212 GEORGE JENKINS BLVD., LAKELAND, FL 33815 | 855-POLKBUS (765-5287) | WWW.RIDECITRUS.COM

Date: June 1, 2026

To: John Bohde, Deputy County Manager, Polk County
Christia Johnson, Budget and Management Services Director, Polk County

From: **Tom Phillips, Executive Director®**

Subject: Proposed FY 2026-27 Operating and Capital Budget for Polk County Transit Services

The District is proposing the FY 2026-27 Operating Budget for the Polk County Transit Services Totaling \$12,300,500.00 an increase of \$980,000 or 7.97%, compared to a 2% increase in FY2025-26.

The Revenues are summarized on the attached page with the FY 2026-27 projections. The amount for each revenue source for the grants is reflected in this report. The District anticipates an increase in FDOT block grant of 16% and an increase in FDOT rural grant of 100%.

The Operating Expenses totaled \$12,300,500 with the following assumptions.

CBA Salaries	1% increase
Admin Emp.-Salaries and wages	8% increase
FRS Rate	14.73% (a slight projected increase)
Health Insurance Premiums	11% Increase
Administrative Fees	20% of the Polk Transit Contract which is in agreement with the contract rather than 20% of the full cost of administrative fees
Operating Expenses	Based on the current fiscal year operating and maintenance costs for the County

Capital Budget: The District is not requesting capital funds for this fiscal year.

Reserve Fund: These current reserves are \$150,000 which are aligned with our contracted maximum allowable reserve.

The County Grants revenues are increasing by 26% as noted in the revenue summary, and all prior year grants have been utilized. The expenses are estimated on the current level of transit services consistent with the Lakeland Area Mass Transit District operating estimates for both fixed and variable costs.

The FY 2026-27 Proposed Operating Budget includes an anticipated 3% increase for the Contract Bargaining Agreement and Administrative employees.

Staffing:

Total personnel for FY 2026-27 will increase from 76 to 83. The change is due to an increase in hiring for a Safety Security Position and Micro Transit Operator for the East Side of the County.

County Funding:

Total funds from the County are estimated at \$4,300,000 (\$4,083,742) for the grants match and \$216,258 budget subsidy. This is a decrease of (\$284,704) or 57% over the last fiscal year.

The FY 2025-26 budgeted grants match totaled \$4,200,000 (\$3,699,038) for the grants match and \$500,962 requested for last fiscal year's budget subsidy.

Capital Budget:

The District is not requesting capital funds for this fiscal year.

Please let me know if you need additional information on the proposed budget for the FY 2026-27.

Attachments: FY 2026-27 Budget Document and Schedules.

cc: Bill Beasley, Polk County Manager
Rhonda Carter, CFO
Nicole McCleary, Director of Strategic Planning & Innovation
Daisy Manjarres, Associate Director of Finance & Controller



Polk County Budget
FY October 1, 2026, thru September 30, 2027

Revenues:

Other Contract Revenues - This revenue classification is for services provided for Micro -Transit transportation services.

City Contributions-The municipalities in Polk County other than the City of Lakeland are required to contribute their fare share for transit services. For the next fiscal year this cost for Transit Services is \$9.63 per revenue mile. The annual revenues for the next fiscal year are estimated at \$770,900 based on the previous year's rate.

Fares -The Fare Revenues are for the Transit Riders for the cost of Transit Services. The District is utilizing the Avail System and the Smart Phone to enable Customers to manage and utilize electronic fare purchases in addition to the Customer Service Centers. The estimated fares totaled \$63,512.

Grants - The County annual Grant Allocation is for the following Grants.

<u>FTA Section 5307-</u>	Estimated at \$4,378,400
<u>FTA/FDOT Rural -</u>	Estimated at \$1,248,000
<u>FDOT Block Grant-</u>	Estimated at \$1,068,350
<u>FDOT Svc. Development:</u>	Estimated at \$141,600
<u>FDOT Sun-Rail -</u>	Estimated at \$103,000
<u>FDOT Mobility Manager</u>	Estimated at \$62,550

Grants Match - The schedule in this revenue section represents the required grants match (cash) to match the County Grants. The estimated total for the next fiscal year is \$4,083,742.

County subsidy to balance the Budget - The budget is balanced with estimated revenues equal to planned expenses. However, because the estimated revenues do not match the expenses there is a County Subsidy needed of \$216,258.



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Polk County Budget
FY October 1, 2026, thru September 30, 2027

Expenses: Total Operating Budget \$12,300,500

Labor Cost \$6,544,743

- Labor and Fringe expenses are increasing by 9%, due to increase in Health Insurance, and two new positions.

Operating Contract Expenses \$2,400,000

- Anticipating contract expenses are increasing by \$200,000 or 9% for routes on the east side of the County to Transitions Commute Solutions.

Operating Expenses \$3,355,757

- Operating expenses are increasing by \$230,147 or 7% due to an anticipated increase in fuel and spare parts.

Capital Budget:

- The District is not requesting capital funds for this fiscal year.

Polk County Contract
Proposed Budget
FY 2026-27

Revenue

	Actual FY 9/30/24	YTD Actual 02/28/25	Budget FY 24-25	Request FY 2025-26	Request FY 2026-27
County Match	\$ 2,399,579	\$ 2,715,000	\$ 2,715,000	\$ 3,699,038	\$ 4,083,742
Other Contract Revenue - County	\$ 71,335		\$ 28,000	\$ 340,520	\$ 76,080
City Contribution	\$ 665,403	\$ 706,232	\$ 711,000	\$ 711,000	\$ 770,900
County Contribution - PCTS	\$ 1,309,355	\$ 1,463,000	\$ 1,463,000	\$ 500,962	\$ 216,258
Other Revenue			\$ 200,000	\$ 60,000	\$ 88,108
Fares	\$ 54,537	\$ 33,237	\$ 63,200	\$ 63,100	\$ 63,512
FDOT Grants:					
Block	\$ 668,139		\$ 765,000	\$ 922,650	\$ 1,068,350
Rural	\$ 2,313,162	\$ 168,555	\$ 450,000	\$ 841,580	\$ 1,248,000
Sunrail	\$ 164,062		\$ 240,200	\$ 240,740	\$ 103,000
					\$ 141,600
Mobility Manager	\$	\$ -	\$	\$ 62,550	\$ 62,550
FTA					
FTA 5307 Grant	\$ 3,578,404	\$ 365,661	\$ 3,850,000	\$ 3,878,360	\$ 4,378,400
Capital Contributions - County	\$	\$	\$ 620,000	\$	\$
Total	\$ 11,223,976	\$ 5,451,685	\$ 11,105,400	\$ 11,320,500	\$ 12,300,500

Expenses

	Actual FY 9/30/24	YTD Actual 2/28/25	Budget FY 24-25	Request FY 25-26	Request FY 25-26
Labor	\$ 5,349,040	\$ 2,353,689	\$ 5,431,400	\$ 5,994,890	\$ 6,544,743
Contract	\$ 2,387,713	\$ 738,038	\$ 2,575,000	\$ 2,200,000	\$ 2,400,000
Operating	\$ 2,616,981	\$ 967,055	\$ 3,099,000	\$ 3,125,610	\$ 3,355,757
Capital			\$		
Total	\$ 10,353,733	\$ 4,058,782	\$ 11,105,400	\$ 11,320,500	\$ 12,300,500