



CITY COMMISSION AND CRA BOARD WORKSHOP AGENDA

Monday, June 01, 2026 at 5:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

OPEN COMMISSION WORKSHOP

1. WPD Swearing In - Officer Maria Quinones
2. Code Enforcement Updates
3. Discussion re Flooring at the Depot
4. Ordinance 2026-10 PUD for Sheriff's Office Complex & Detention Facility
5. RFI 26-01 Potential Sites for Senior Center
6. ITB 26-02 Award Recommendation
7. Resolution 2026-12 Wauchula Deepwell Potable Water and Fire Safety Improvements
8. Discussion re Red Light Cameras
9. Discussion to Reserve July 6, 2026 at 4:00 pm for Budget Workshop
10. September Workshop Consideration - Labor Day

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

CLOSE COMMISSION WORKSHOP

OPEN CRA WORKSHOP

11. CRA RFP 26-02 Permanent Outdoor Sound System

REMINDERS

ADJOURNMENT

| October 1, 2025 – June 1, 2026 | | | | |
|---------------------------------------|--------|----|--------|----|
| Minimum Maintenance | Opened | 18 | Closed | 17 |
| Lot Maintenance | Opened | 25 | Closed | 7 |
| NA Inoperable Vehicles | Opened | 28 | Closed | 3 |
| AA Airtight Appliances | Opened | 1 | Closed | 1 |
| Drainage | Opened | 1 | Closed | 1 |
| Zoning | Opened | 3 | Closed | 3 |
| CV Commercial Vehicle | Opened | 1 | Closed | 1 |
| FA Farm Animal | Opened | 2 | Closed | 2 |
| TL Holiday Lights | Opened | 4 | Closed | 4 |

Item # 3.



AFTER MOCK-UP
CEMENTITIOUS OVERLAY
WITH MATTE SEALER



BEFORE



BEFORE



PROPOSED FINISH
WARM INDUSTRIAL
CONCRETE LOOK

- Seamless, cleanable surface
- Durable for events and high traffic
- Resistant to spills, stains, and scuffs
- Matte sealer for a natural, refined look
- Easy maintenance

**Color and texture may vary based on final product and installation.*

3

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP OF THE CITY OF WAUCHULA, FLORIDA, FROM 17.3 ACRES COUNTY GENERAL COMMERCIAL (C-2) AND 17.4 ACRES COUNTY AGRICULTURE (A-1) TO 11.7 ACRES PLANNED UNIT DEVELOPMENT (PUD) AND 23.0 ACRES AGRICULTURE (AG) ON TWO PARCELS OF LAND CONTAINING APPROXIMATELY +/-34.7 ACRES LOCATED AT 0 US HIGHWAY 17 NORTH, (PARCEL NUMBERS 33-33-25-0000-08410-0000 AND 33-33-25-0000-00978-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hardee County Board of County Commissioners (the "Applicant") requests a change of zoning from 17.3 acres County General Commercial (C-2) and 17.4 acres County Agriculture (A-1) to 11.7 acres Planned Unit Development (PUD) and 23.0 acres Agriculture (AG) on two parcels of land containing approximately +/-34.7 acres located at 0 US Highway 17 North, (Parcel Numbers 33-33-25-0000-08410-0000 and 33-33-25-0000-00978-0000). and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the City; and

WHEREAS, on June 15, 2026, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on June 15, 2026, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City's Planning and Zoning Board; and

WHEREAS, on June 15, 2026, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City's Planning and Zoning Board voted to recommend approval/approval with changes/denial of the Applicant's request for the rezoning as set forth in this Ordinance to the City Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Commission of the City of Wauchula held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public

comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the City Commission of the City of Wauchula has determined it necessary to amend the Official Zoning Map to change the City zoning classifications assigned to this property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:

Section 1. AMENDMENT TO THE OFFICIAL ZONING MAP. the Commission of the City of Wauchula, Florida, amends its Official Zoning Map in the following specific manner:

The Official Zoning Map is amended to specifically change the zoning from 17.3 acres County General Commercial (C-2) and 17.4 acres County Agriculture (A-1) to 11.7 acres Planned Unit Development (PUD) and 23.0 acres Agriculture (AG) on two parcels of land containing approximately +/-34.7 acres located at 0 US Highway 17 North, (Parcel Numbers 33-33-25-0000-08410-0000 and 33-33-25-0000-00978-0000).

Section 2. RECITALS. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

Section 3. PLANNED UNIT DEVELOPMENT The Master Development Plan (MDP) for this Planned Development attached hereto as Exhibit "C" is approved for the portion of the total property known as the Hardee County Sheriff's Office and Jail PUD, including development requirements and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 4. CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances and Unified Land Development Code (ULDC), unless such repeal is explicitly set forth herein.

Section 6. This Ordinance shall not be codified in the Code of Ordinances of the City of Sebring, Florida. A certified copy of this enacting ordinance shall be located in the

Office of the City Clerk of Sebring. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Administrator or his designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ___ day of ___, 2026.

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this ___ day of _____, 2026.

This ordinance was moved for adoption by Commissioner _____. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Anne Miller _____ insert yes or no
- Commissioner Russell Graylin Smith _____ insert yes or no
- Commissioner Keith Nadaskay, Jr _____ insert yes or no
- Commissioner Dr. Sherri Albritton _____ insert yes or no
- Commissioner Gary Smith _____ insert yes or no

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

Exhibit "A"
Ordinance No. 2026-10
LOCATION MAP AND LEGAL DESCRIPTION
Page 1 of 2

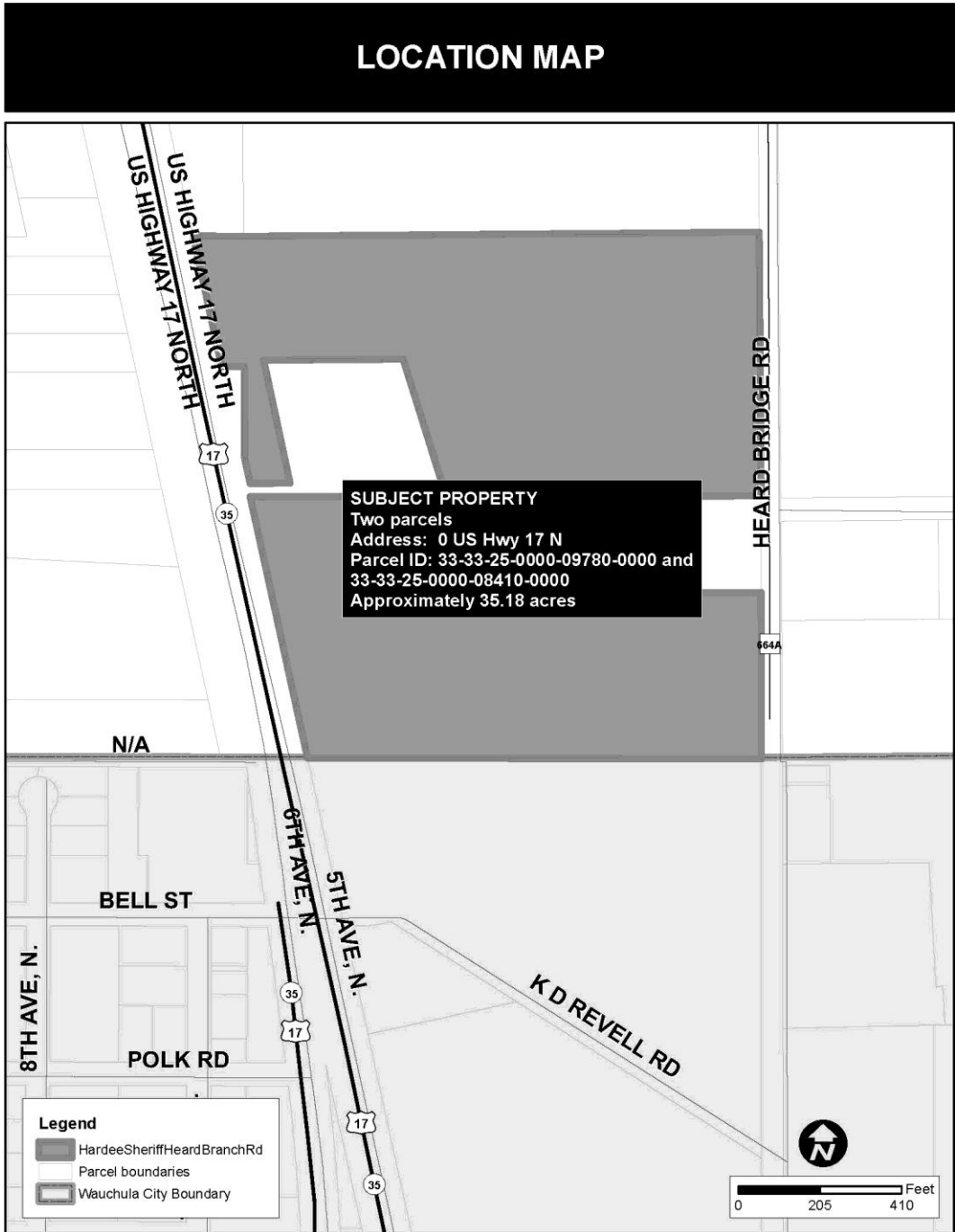
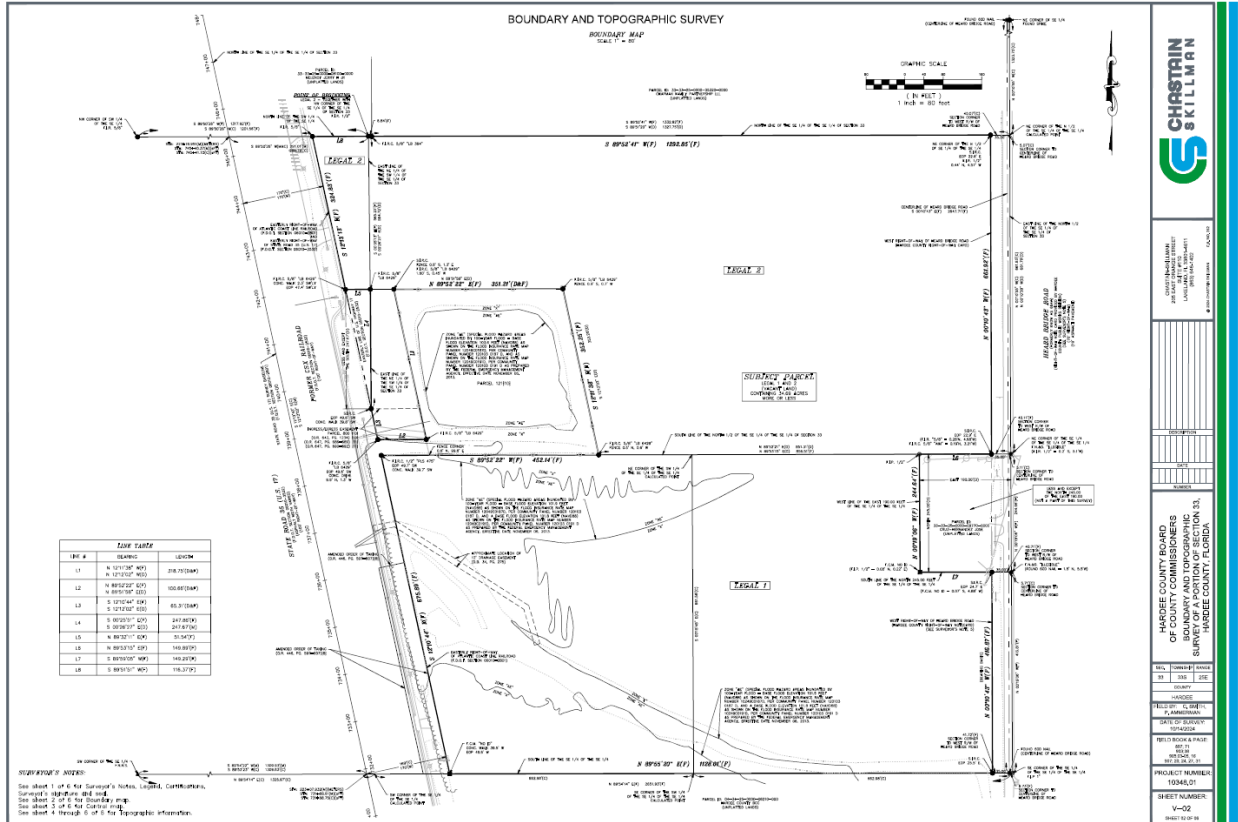
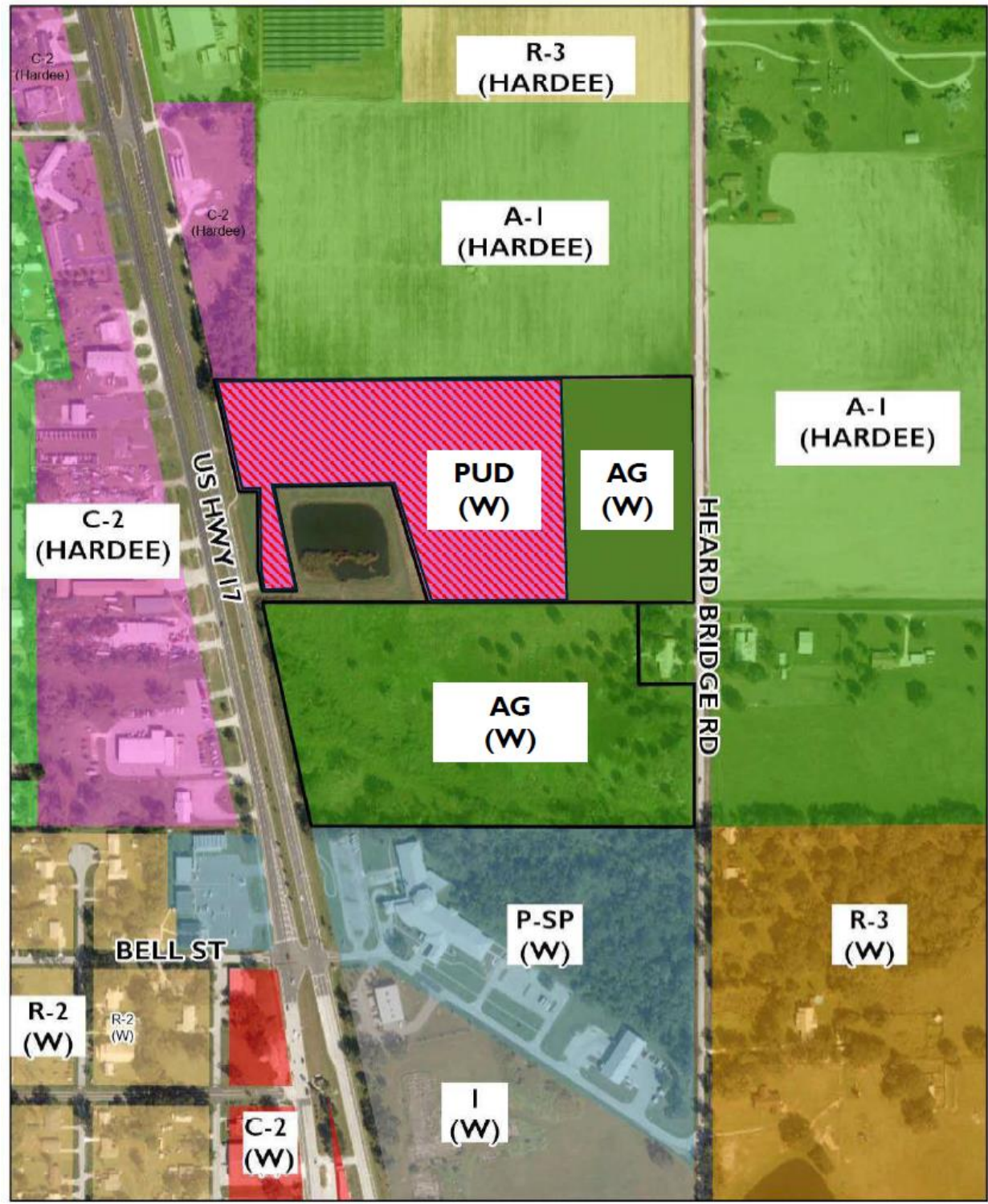


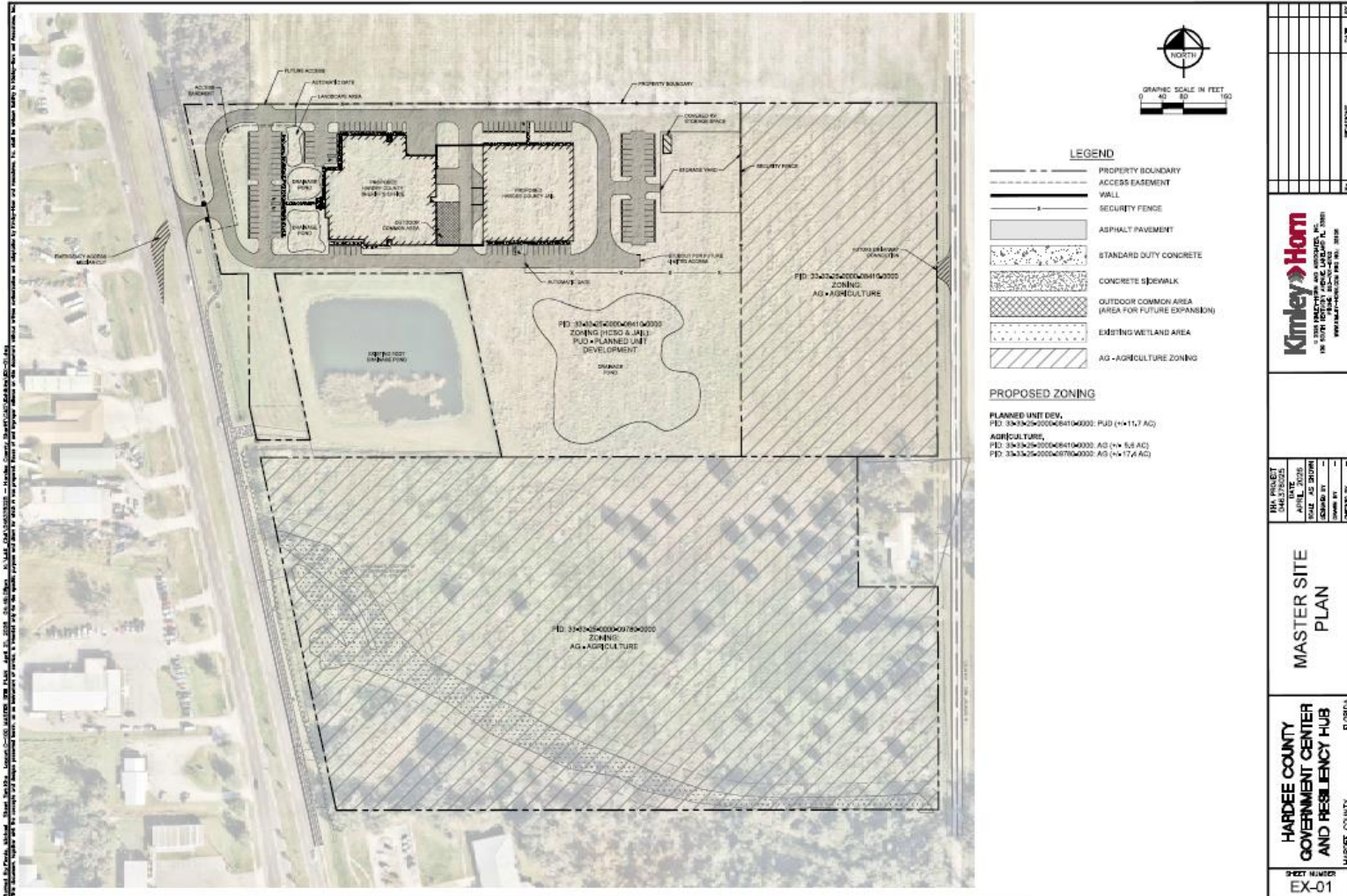
Exhibit "A"
Ordinance No. 2026-10
LOCATION MAP AND LEGAL DESCRIPTION
Page 2 of 2



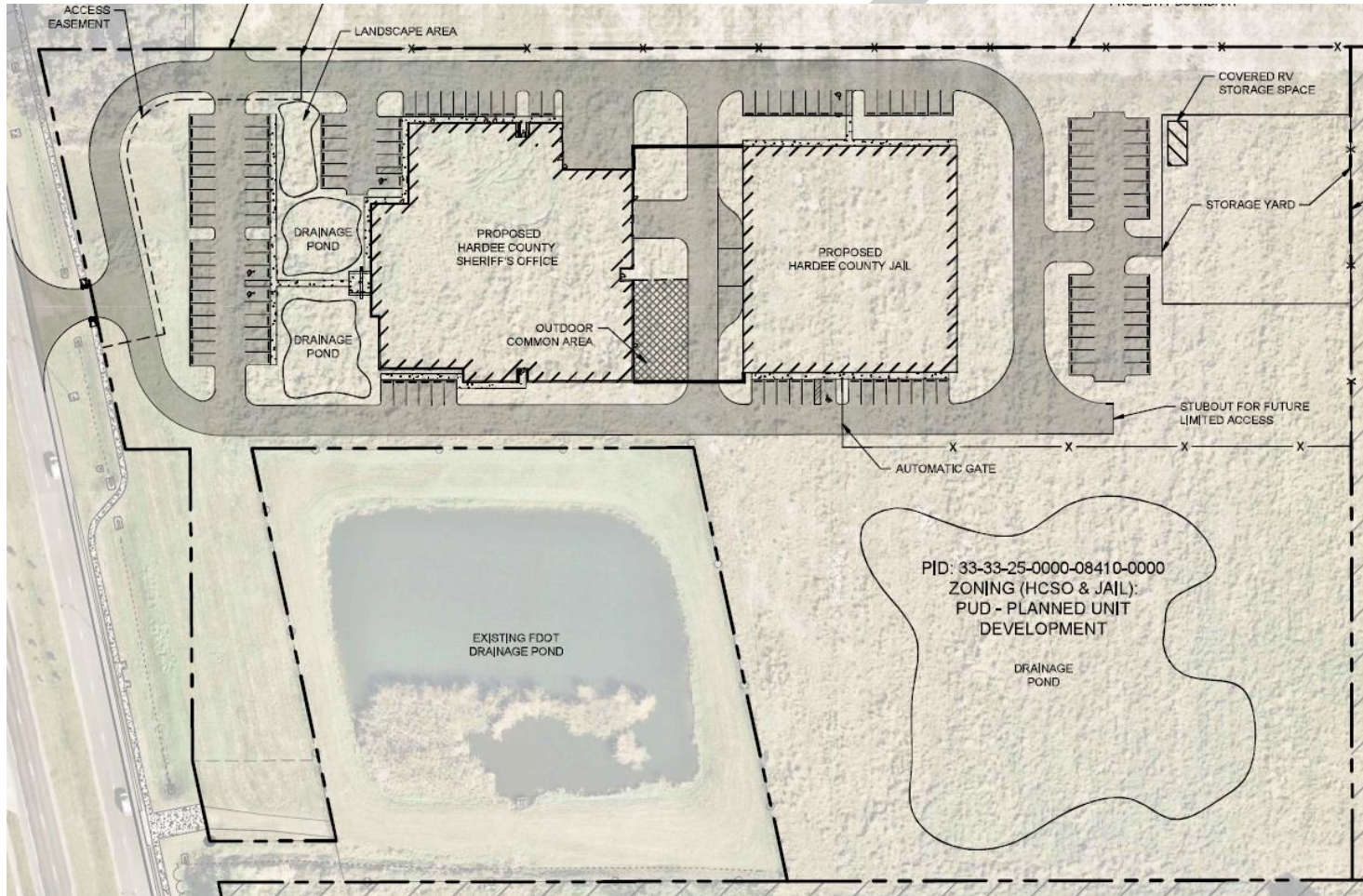
**ORDINANCE 2026-10
EXHIBIT "B"
ZONING MAP**



ORDINANCE 2026-10 EXHIBIT "C" MASTER DEVELOPMENT PLAN Page 1 of 2



ORDINANCE 2026-10
EXHIBIT "C"
MASTER DEVELOPMENT PLAN
Page 2 of 2



**ORDINANCE 2026-10
EXHIBIT "D"
PD DEVELOPMENT REQUIREMENTS AND SPECIAL CONDITIONS**

Conditions to be determined.

DRAFT



**CITY OF WAUCHULA
ZONING AMENDMENT
STAFF REPORT & PROPOSED AMENDMENTS**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: June 1, 2026

REQUESTED ACTION: **AN APPLICANT-INITIATED ZONING MAP AMENDMENT – East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).**

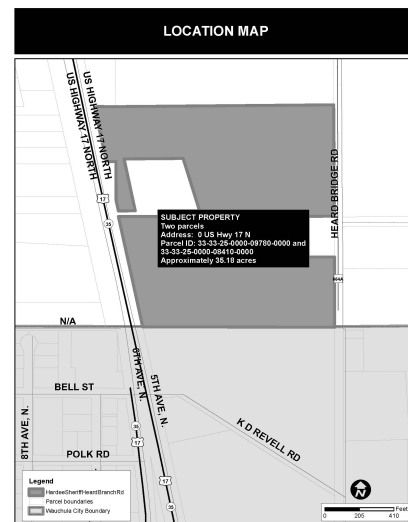
Ordinance 2026-10: An applicant-initiated request to amend the **Zoning Map** from 17.3 acres County General Commercial (C-2) and 17.4 acres County Agriculture (A-1) to 11.7 acres Planned Unit Development (PUD) and 23.0 acres Agriculture (AG) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).

BACKGROUND:

The Hardee County Board of County Commissioners (applicant) is requesting the assignment of a City of Wauchula Zoning designation on a 35.18-acre property (two parcels) that was recently annexed into the City. They are requesting a Zoning District of Planned Unit Development (PUD) and Agriculture (AG) to facilitate the development of a new Hardee County Sheriff's Office Administration building and jail.

ZONING REQUEST

The applicant is requesting a Zoning Map amendment from County General Commercial (C-2) and County Agriculture (A-1) to City Planned Unit Development (PUD) and Agriculture (AG).



PROPERTY INFORMATION

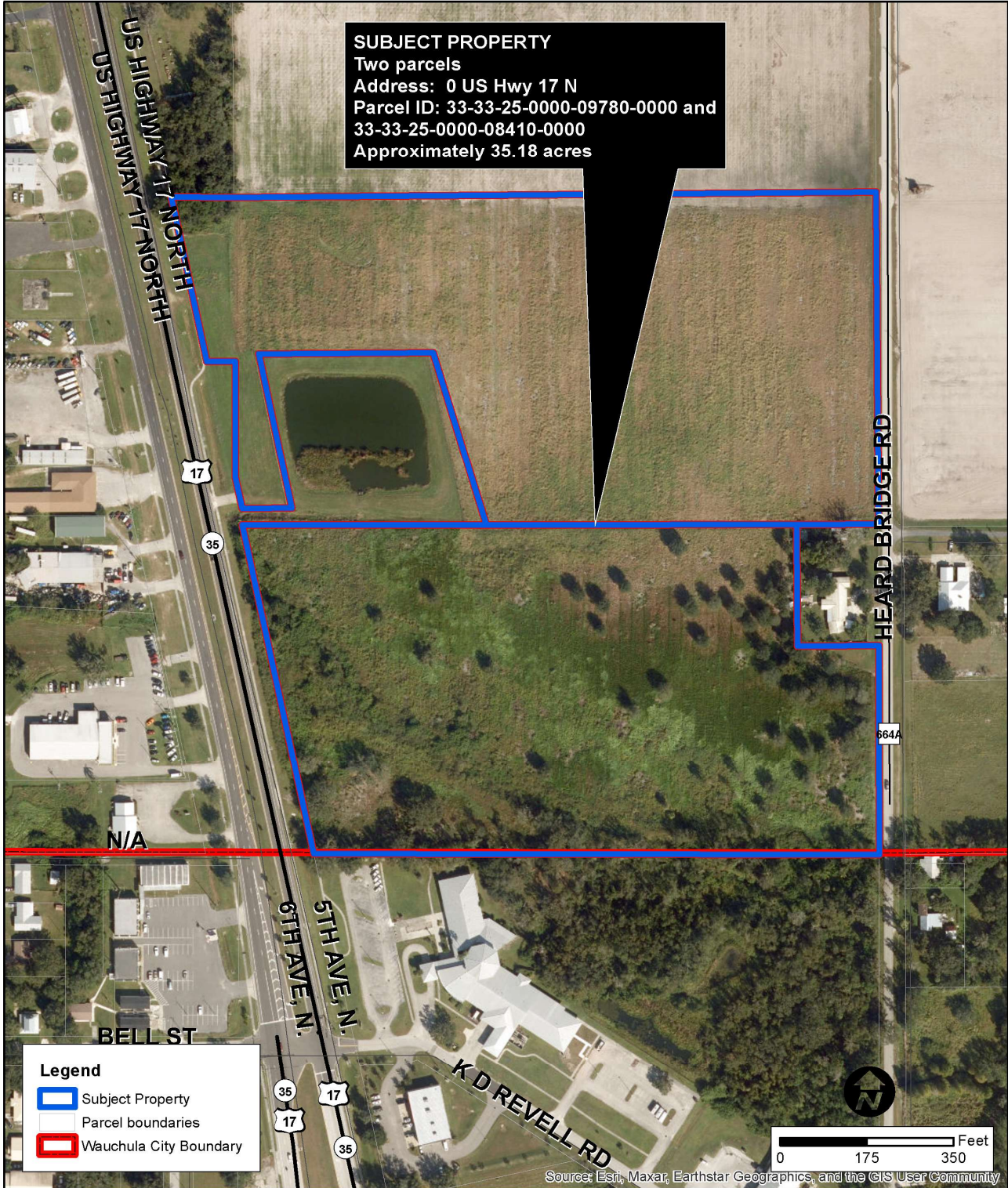
The request includes two parcels totaling approximately 35.18 acres. The property has a Future Land Use designation of County Town Center and zoning designations of County General Commercial (C-2) and County Agriculture (A-1). The property owner is requesting the City assign a Zoning District of Planned Unit Development (PUD) on 11.7 acres and Agriculture (AG) on 23.0 acres to facilitate the development of a new Hardee County Sheriff's Office Administration building and jail in the PUD portion of the property.



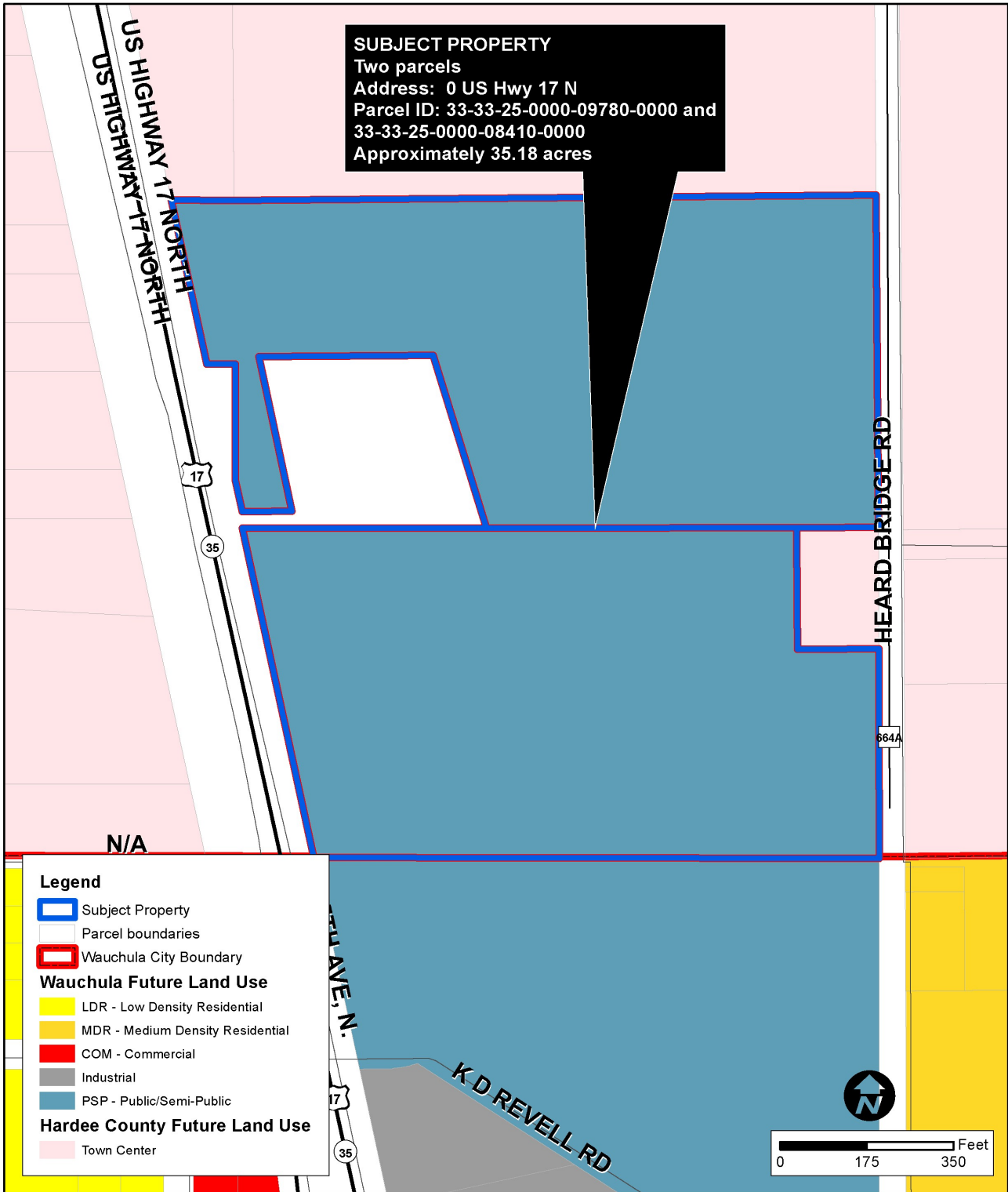
ANALYSIS:

Information to be provided at the June 1 ,2026 workshop.

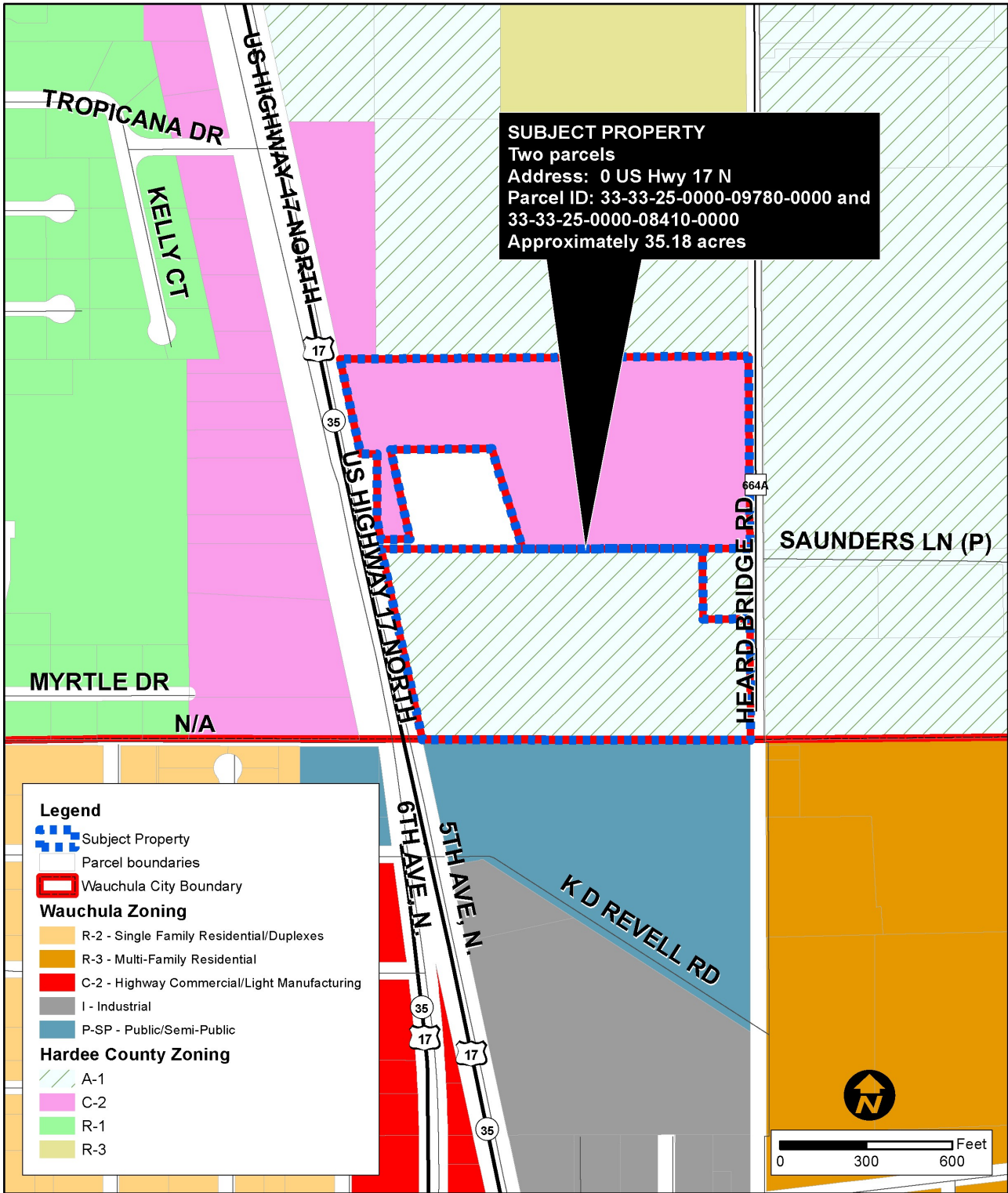
AERIAL MAP



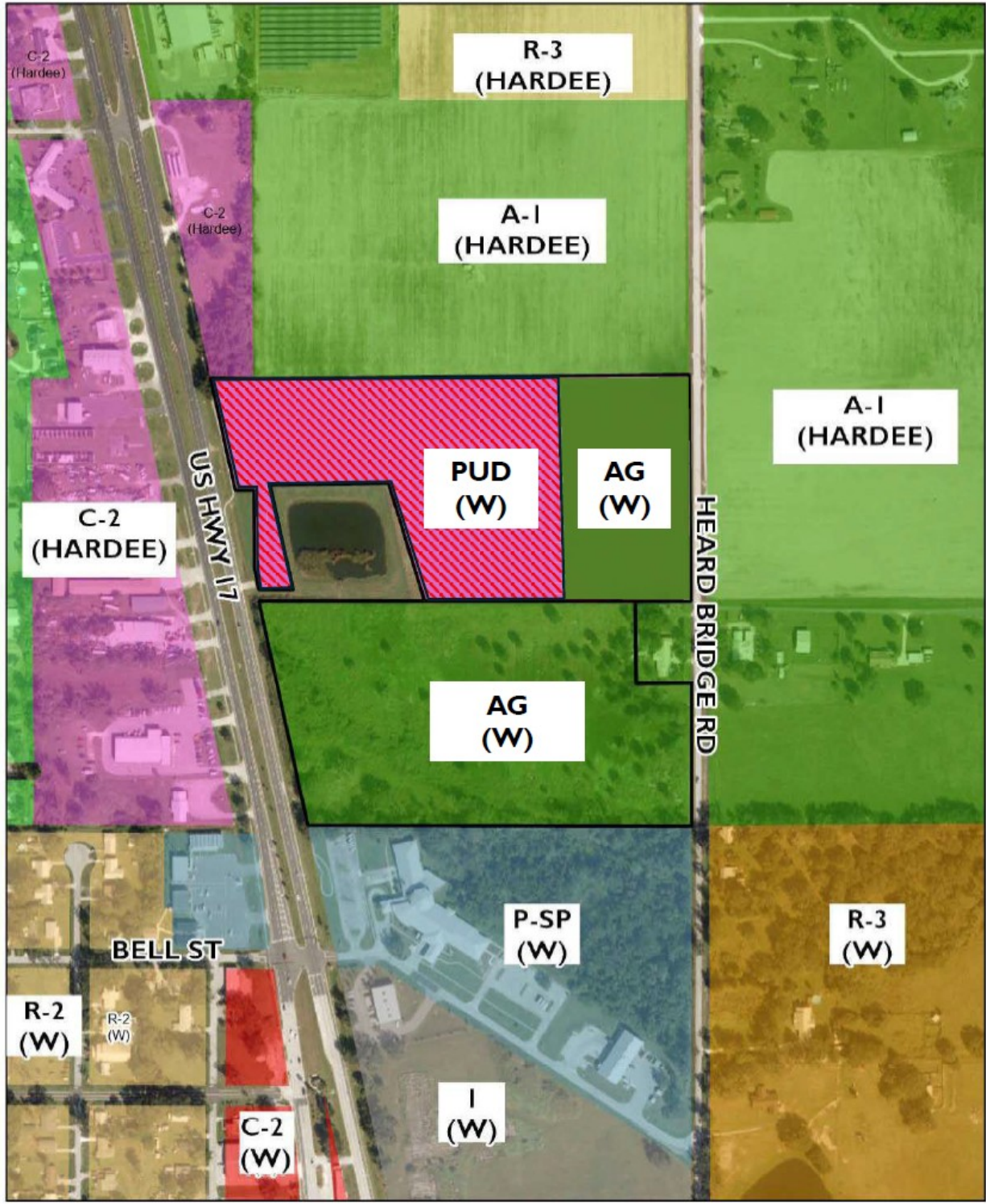
FUTURE LAND USE MAP - EXISTING



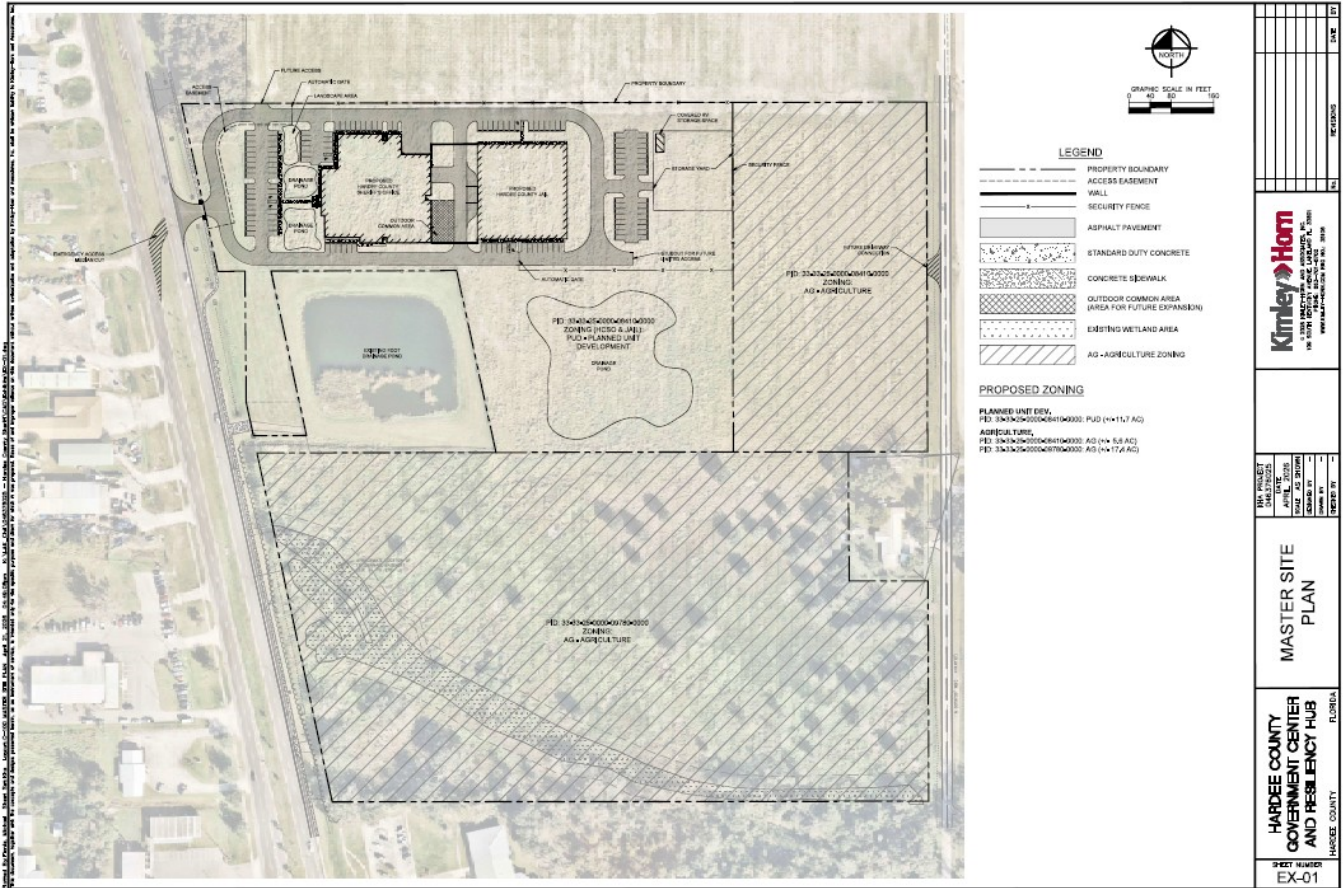
ZONING MAP - EXISTING



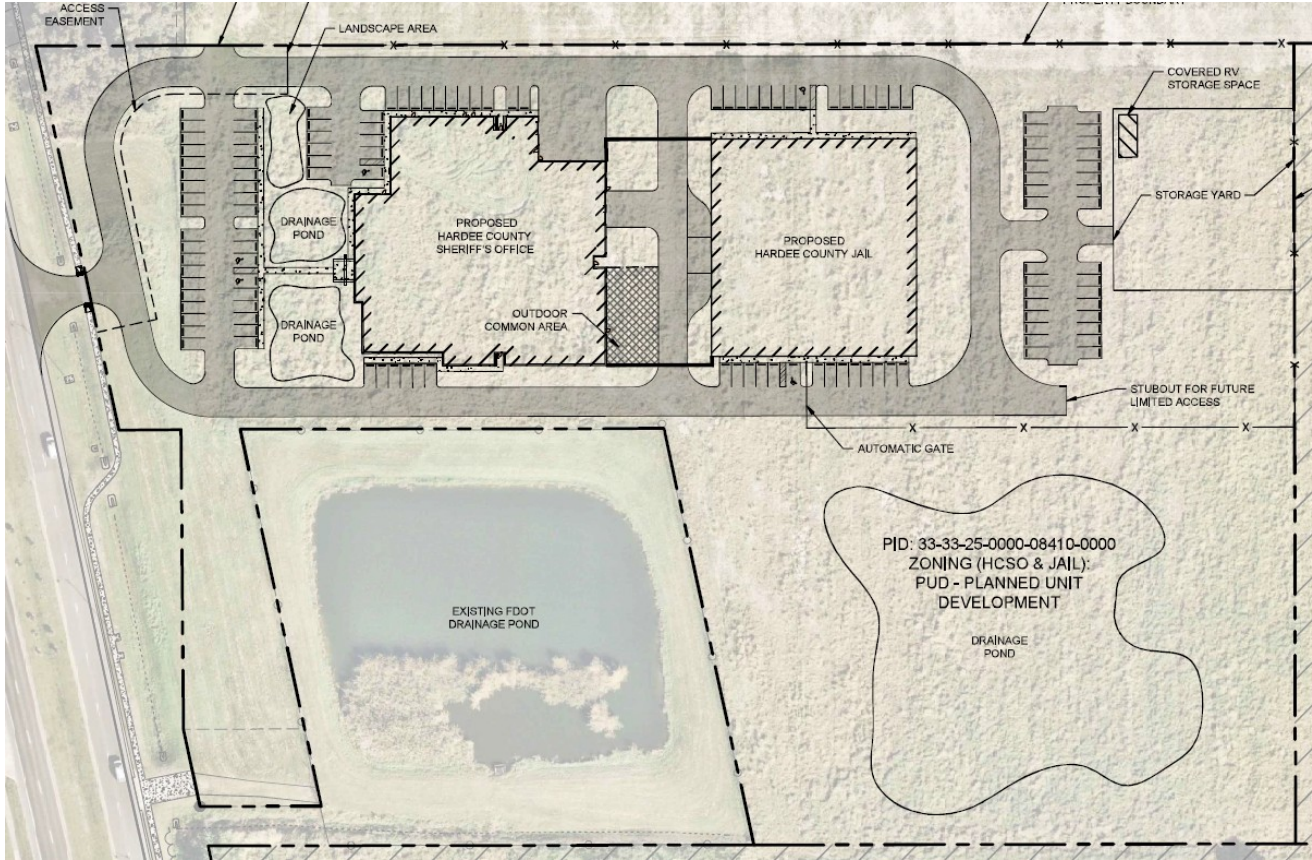
PROPOSED ZONING MAP



PROPOSED MASTER DEVELOPMENT PLAN



PROPOSED MASTER DEVELOPMENT PLAN – ZOOM



Government Center and Resiliency Hub

Submittal

CITY OF WAUCHULA, FL

MAY 2026

Prepared For: Hardee County
Prepared By: Kimley-Horn and Associates, Inc.
Contacts: Kelley Klepper, AICP

Kimley»»Horn

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SUMMARY OF APPLICATION

Kyle Long, Community Development Director
 City Administration Building
 126 S 7th Avenue
 Wauchula, FL 33873

RE: Pre-Application Request | Government Center and Resiliency Hub (including the Hardee County Sheriff's Office)

Dear Mr. Long:

On behalf of Hardee County (County) (“Applicant”), we are pleased to submit the enclosed Pre-Application Meeting Request to discuss a proposed multi-part Rezone application with an associated Master Development Plan (MDP) for the project known as Government Center and Resiliency Hub (“Property”).

The Property is County-owned and located within the City of Wauchula following annexation in 2025 pursuant to Ordinance No. 2025-03. The Property is bounded by U.S. Highway 17 to the west, Heard Bridge Road to the east, agricultural uses to the north, and the Hardee County WIC Facility to the south (See Map 1).

The site consists of approximately 35.18 acres and includes two parcels identified as Parcel Identification Numbers (PIDs) 33-33-25-0000-08410-0000 and 33-33-25-0000-09780-0000. At the time of annexation, the existing Hardee County zoning designations were carried over to the City, resulting in PID 33-33-25-0000-08410-0000 retaining its General Commercial (C-2) zoning and PID 33-33-25-0000-09780-0000 retaining its Agricultural (A-1) zoning. Following annexation, both parcels were designated Public/Semi-Public (PSP) Future Land Use pursuant to Ordinance No. 2025-04.

The Applicant proposes the following requests:

PID: 33-33-25-0000-08410-0000

- Request 1A (See Map 4): Rezone approximately 11.7 acres comprising the western portion of the parcel from C-2 (Hardee County) to Planned Unit Development (PUD) (City of Wauchula). The dimensional requirements for the proposed development program within the PUD portion of the property are outlined in the table below.

| Dimensional Requirements | |
|-----------------------------|-----------------------------------|
| Building Setbacks (Minimum) | 25' (front) 10' (side) 40' (rear) |
| Building Height (Maximum) | 2 Stories |
| Landscape Buffers (Minimum) | Per City Code Section 3.07.00 |

- Request 1B (See Map 4): Rezone approximately 5.6 acres comprising the eastern portion of the parcel from C-2 (Hardee County) to Agriculture (AG) (City of Wauchula).

PID: 33-33-25-0000-09780-0000

- Request 2 (See Map 4): Rezone the entire +/-17.4-acre parcel from A-1 (Hardee County) to Agriculture (AG) (City of Wauchula).

The proposed PUD rezoning is intended to facilitate development of the County Resiliency Hub including the sheriff’s office and jail facility on the western portion of PID 33-33-25-0000-08410-0000. The additional two (2) rezoning requests are intended to establish City of Wauchula zoning designations for the annexed parcels and replace the County zoning classifications that carried over at the time of annexation.

While the entire Property is included in the rezoning requests, only +/- 11.7 acres designated for PUD zoning are currently funded and planned for development through the Florida Commerce Grant Award. No development is proposed at this time for the eastern portion of PID 33-33-25-0000-08410-0000 or for PID 33-33-25-0000-09780-0000; however, the requested AG zoning would allow for future development consistent with permitted uses and applicable development standards. Any future development not permitted by right would be subject to the future rezoning or development review process.

We kindly request a formal pre-application meeting with the City of Wauchula staff to solicit their feedback on the proposed Rezone Applications with an associated MDP.

Sincerely,



Kelley Klepper, AICP
Project Manager



Kayla Goldsmith
Planner

COMPREHENSIVE PLAN CONSISTENCY

The justification for the requested Rezone is supported by, and not in conflict with, the City of Wauchula Comprehensive Plan. Responses and/or justifications to the listed Principles, Goals, Objectives, and Policies are in **bold**.

FLU Objective 6: Land development regulations and urban growth

The City of Wauchula will promote innovative land development techniques. The city's land development regulations shall set forth the criteria for utilizing such development techniques. [9J-5.006(3)(B)3, 9]

The proposed rezoning of approximately 11.7 acres comprising the western portion of the subject property from C-2 (Hardee County) to PUD (City of Wauchula) implements an innovative land development technique encouraged by FLU Objective 6. The proposed development program represents an extension of the established mixed-use portion of the US 17 corridor and provides thoughtful infill development along this segment of the corridor. The PUD framework allows for coordinated site planning, flexibility in layout, and the efficient integration of public facilities while maintaining compatibility with surrounding land uses. This approach supports orderly development, efficient infrastructure provision, and design flexibility for the proposed Government Center and Resiliency Hub (including the Hardee County Sheriff's Office) and is consistent with the intent of FLU Objective 6.

FLU Policy 6.5: New development shall be consistent with the City's land development regulations for stormwater management, open space, safe and convenient onsite traffic flow, and parking. [9J-5.006(3)(c)4]

The proposed Government Center and Resiliency Hub will be designed in compliance with the City of Wauchula's Land Development Code (LDC) related to stormwater management, open space, internal circulation, and parking. The accompanying MDP demonstrates coordinated stormwater facilities designed in accordance with City standards, internal vehicular circulation that provides safe and convenient onsite traffic flow, and parking areas designed to meet applicable code requirements. Open space areas and landscaped buffers are incorporated to provide functional site design, visual relief, and compatibility with adjacent uses.

FLU Policy 6.7: The City shall promote compact urban growth through the location of public facility expansions contiguous to existing developed areas. [9J-5.006(3)(c)2,3]

The proposed development is located on property that is contiguous to existing public facilities and infrastructure within the City of Wauchula. Government Center and Resiliency Hub (including the Hardee County Sheriff's Office) represent a logical extension of public services within an area already served by roadway access and utilities, thereby promoting compact urban growth.

FLU Objective 8: Availability of utility facilities

The city shall ensure the availability of suitable land for utility facilities necessary to support proposed development. [9J-5.006(3)(B)9]

The proposed rezone would not create adverse impacts in the adjacent area or in the City in general. The available infrastructure supports the proposed development.

Traffic Circulation Policy 1.1: The City of Wauchula hereby establishes the following peak season/peak hour level of service standards for each listed facility type as established by the Florida Department of Transportation (FDOT):

- 1. Principle Arterial Roadway (US 17): C (Or LOS Standard set by the Florida DOT for SIS facilities)
- 2. Minor Arterial Roadways: D
- 3. Collector Roadways: D
- 4. Local Roads: D

[9J-5.019(3)(c)1]

See the attached traffic impact analysis.

Traffic Circulation Policy 1.3: Development orders and permits shall not be issued if a proposed development would cause the level of service to fall below the standards established in Policy 1.1. Development orders and permits may be issued if facility improvements needed to maintain or exceed the adopted level of service standards are provided concurrent with the impacts of the development in a manner consistent with the goals, objectives and policies of this element and the Capital Improvements Element. [9J-5.019(3)(c)1]

See the attached traffic impact analysis.

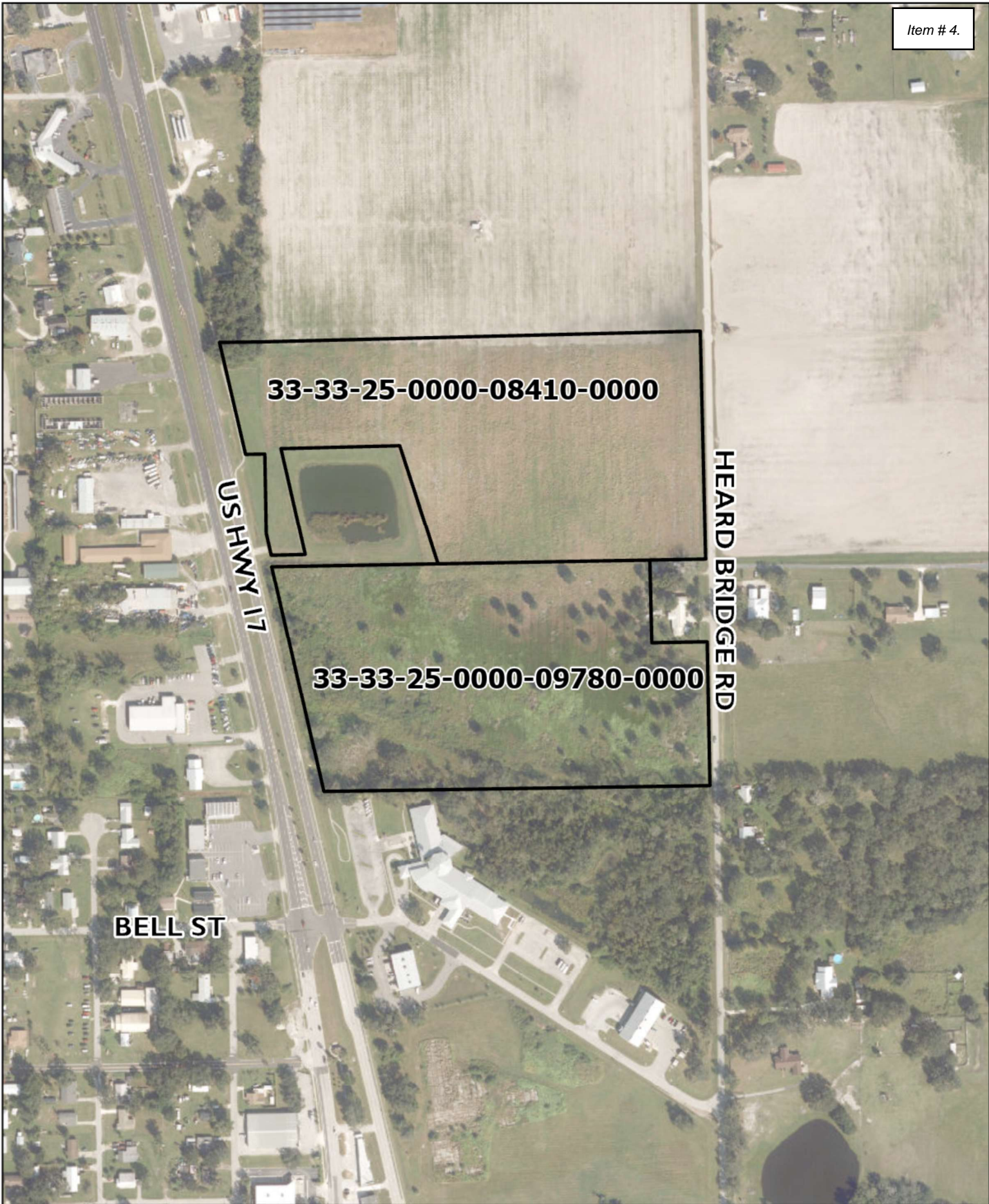
Traffic Circulation Policy 2.2: The City will continue to require an impact statement for all new development that addresses the impacts on roadway, pedestrian, bicycle and in the future, transit facilities, within the City.

See the attached traffic impact analysis.

Traffic Circulation Policy 7.1: Driveway access permits for land developments shall be controlled through land development regulations, and coordinated with FDOT and Hardee County as applicable. [9J-5.019(4)(c)2.]

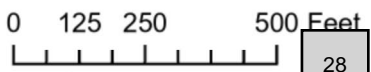
All proposed site access points will comply with the City of Wauchula’s LDC and will be coordinated with FDOT and Hardee County, as applicable. Driveway locations, design, and spacing will be reviewed to ensure safe ingress and egress, proper access management, and consistency with applicable standards.

MAP #1 LOCATION MAP

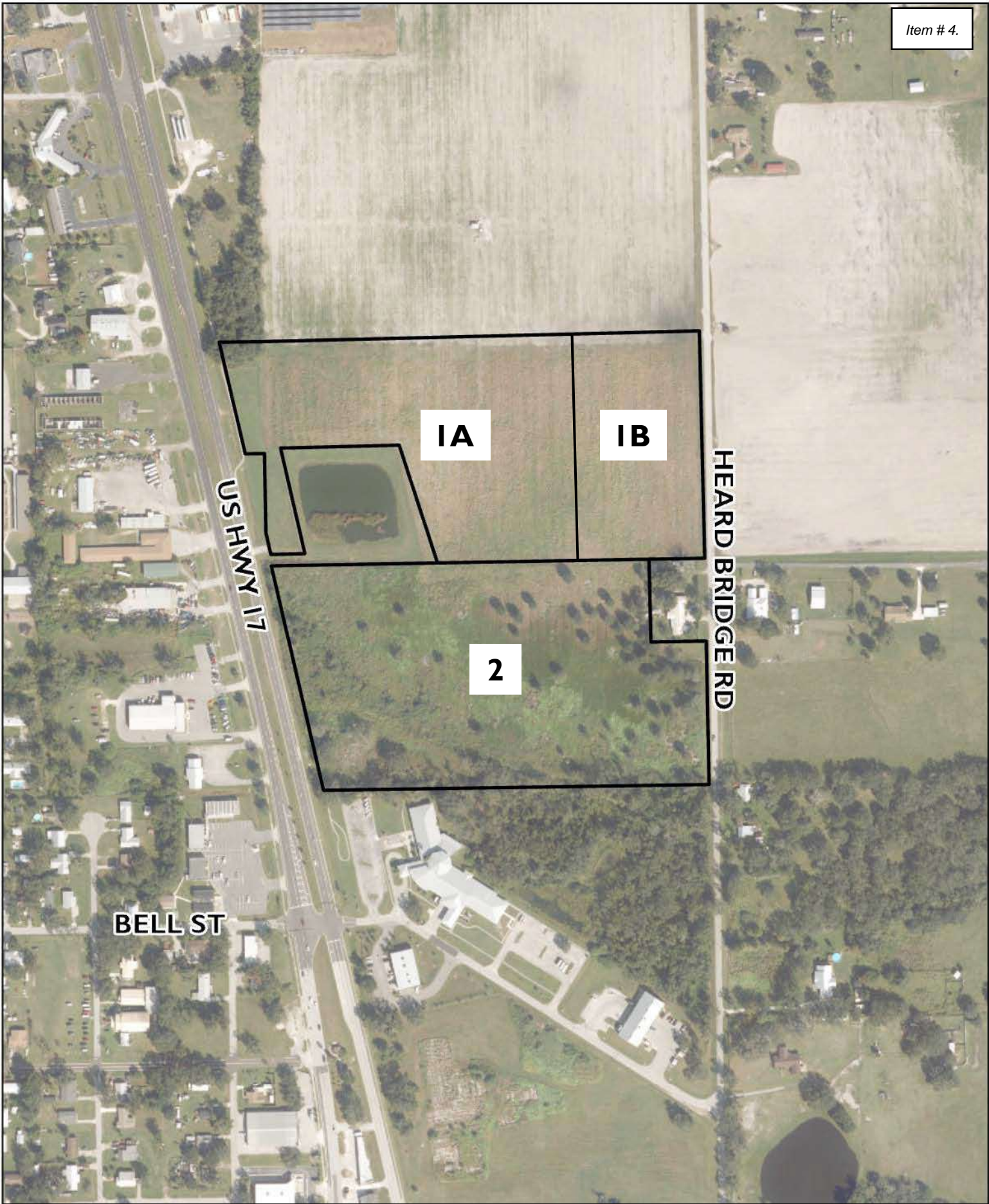


**GOVERNMENT CENTER AND
RESILIENCY CENTER**

LOCATION MAP
WAUCHULA, FL

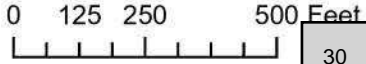


MAP #2 LOCATION MAP



**GOVERNMENT CENTER AND
RESILIENCY CENTER**

LOCATION MAP
WAUCHULA, FL



MAP #3 EXISTING ZONING



GOVERNMENT CENTER AND RESILIENCY CENTER

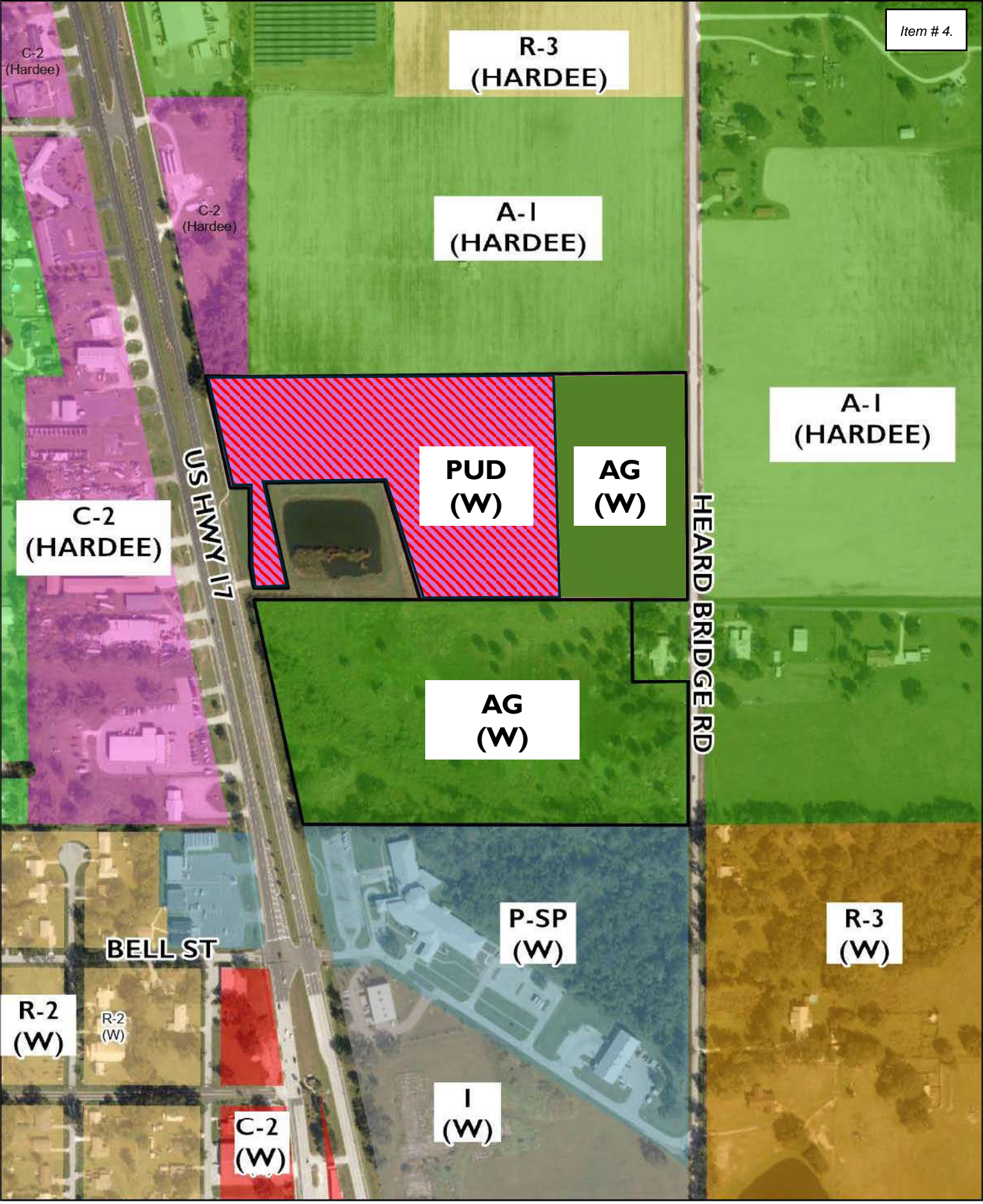
EXISTING ZONING
WAUCHULA, FL

0 125 250 500 Feet

32

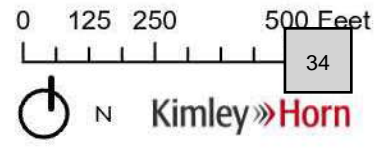
N Kimley»Horn

MAP #4 PROPOSED ZONING

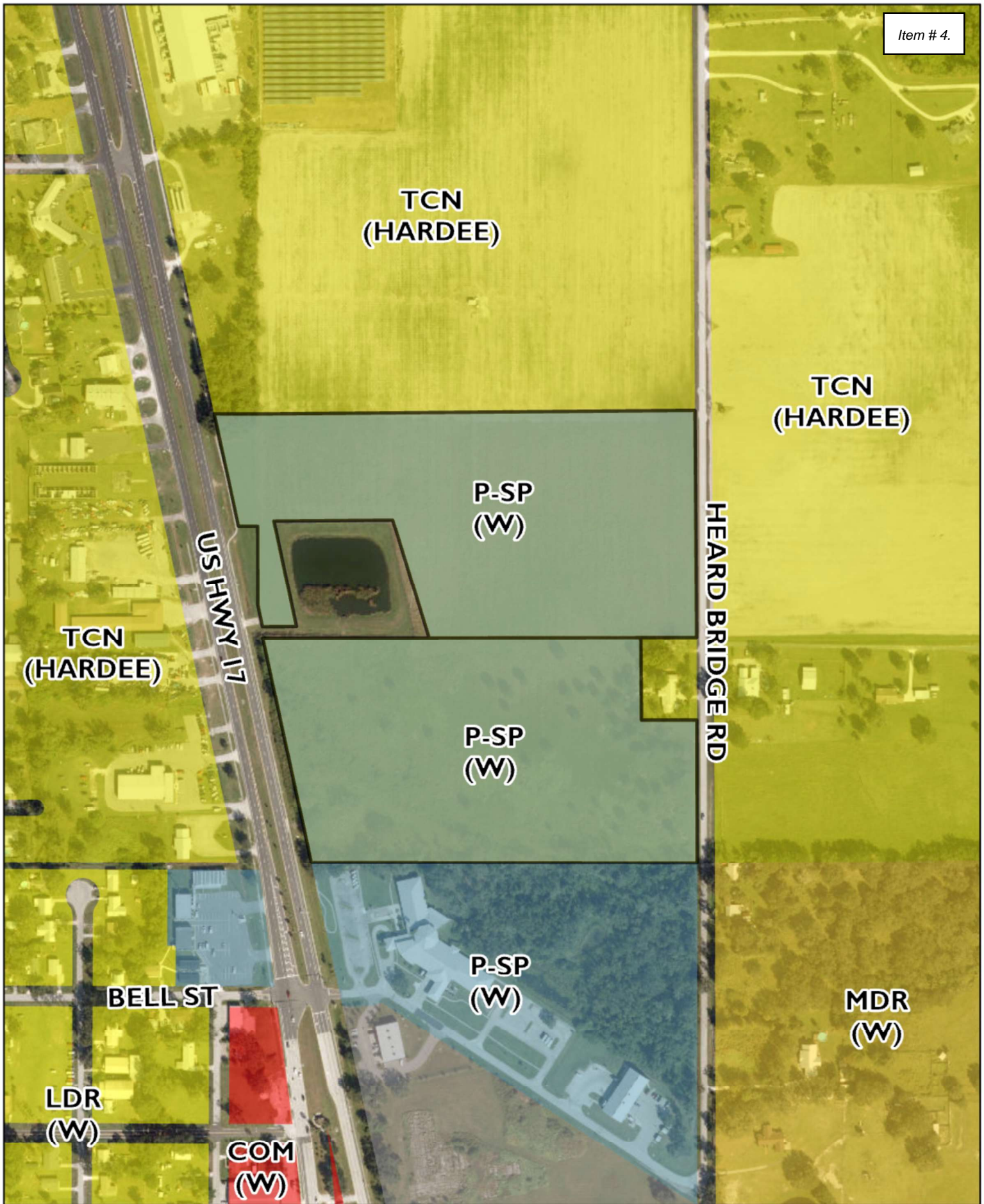


**GOVERNMENT CENTER AND
RESILIENCY CENTER**

PROPOSED ZONING
WAUCHULA, FL



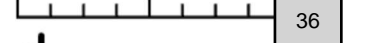
MAP #5 EXISTING FLU



GOVERNMENT CENTER AND RESILIENCY CENTER

EXISTING FLU
WAUCHULA, FL

0 125 250 500 Feet



MDP

TRAFFIC IMPACT ANALYSIS

May 28, 2026

Christopher Simpron, FCCM
 Assistant County Manager
 Hardee County
 205 Hanchey Road
 Wauchula, FL 33873

■
 Suite 1400
 201 North Franklin Street
 Tampa, Florida
 33602

**Re: Hardee County Government Center and Resiliency Hub
 (aka Hardee County Sheriff's Office and Jail)
 Planned Unit Development Rezone
 Minor Traffic Impact Analysis (TIA)
 City of Wauchula, Florida**

Dear Mr. Simpron:

This transportation analysis has been provided in support of a Rezoning application for the proposed Hardee County Government Center and Resiliency Hub (aka Hardee County Sheriff's Office and Jail). The project site is located north of KD Revell Road, between US Highway 17 and Heard Bridge Road, in Wauchula, Florida, as shown in **Figure 1**.

The Rezone proposes to amend +/-11.7 acres from General Commercial (C-2) to Planned Unit Development (PUD), +/- 5.6 acres from General Commercial (C-2) to Agricultural (AG), and +/-17.4 acres from Agricultural (A-1 – Hardee County) to Agricultural (AG – City of Wauchula). The project site is currently vacant. The Hardee County Government Center and Resiliency Hub site is on the western parcel and proposed to consist of a Sheriff's Office and Jail. The proposed land uses on the eastern and southern parcels will be determined during future planning and site development. For the purposes of this traffic analysis, single-family housing is determined to be the highest and best use.

Access to the site is proposed to be provided through the following access connections as shown in the attached project location map:

- One (1) right-in/right-out access connection along US Highway 17 (Sheriff's Department and Jail only)
- One (1) full access connection along Heard Bridge Road (eastern land uses and emergency access for Sheriff's Department)

This report is based upon a methodology sent to Hardee County on April 17, 2026, and approved on April 21, 2026. The methodology correspondence is attached.

Project Trip Generation

The trip generation potential for the project site was estimated using information contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 12th Edition and information provided by Sheriff's Department. The Rezone proposes to amend the zoning categories as summarized in **Table 1**. The Hardee County Government Center and Resiliency Hub site is proposed to consist of a Sheriff's Office and Jail. There are no current proposals for the eastern and southern parcels, therefore, single-family housing was considered the highest and best land use with a density of 1 dwelling unit (DU) / 2 acres, based on the City of Wauchula Land Development Code.

Table 1: Existing and Proposed Maximum Development

| Acres | Category | Use | Unit |
|------------------------|----------|------------------------------|--------------------|
| Existing Zoning | | | |
| 11.7 | C-2 | General Commercial | 85,000 SF |
| 5.6 | C-2 | General Commercial | 40,000 SF |
| 17.4 | A-1 | Agricultural (Single-Family) | 8 DU (1 DU/2 ACRE) |
| Proposed Zoning | | | |
| 11.7 | PUD | Sheriff's Office | 120 employees |
| | | Jail | 30 employees |
| 5.6 | AG | Agricultural (Single-Family) | 2 DU (1 DU/2 ACRE) |
| 17.4 | AG | Agricultural (Single-Family) | 8 DU (1 DU/2 ACRE) |

The a.m. and p.m. peak-hour trip generation for the Sheriff's Office and Jail are based on the following assumptions as provided by the Sheriff's Department.

- The Sheriff's Office and Jail is anticipated to have 150 employees
 - 80% of the employees will staff the Sheriff's Office (120 employees)
 - 20% of the employees will staff the Jail (30 employees)
- 30% of all employees will work standard business hours, 8 a.m. to 5 p.m. (45 employees)
- 70% of employees will work 12-hour shifts on an A/B/C/D rotation (26 employees assigned to each shift)
 - The 12-hour shifts run from 5 a.m. to 5 p.m. (day shift) and 5 p.m. to 5 a.m. (night shift). As a result, no 12-hour shift employees are expected during the a.m. peak period, while 26 day-shift employees and 26 night-shift employees are expected during the p.m. peak period.

Therefore, the following number of employees are expected at the Sheriff's Office and Jail during the a.m. and p.m. peak-hour periods and used in the trip generation analysis.

- 45 employees working standard hours during the a.m. peak-hour period
- 97 employees (45 standard hour employees + 26 day shift employees + 26 night shift employees) during the p.m. peak-hour period

The analysis evaluates the net change in maximum development potential between the existing and proposed zoning designations. The existing and proposed land uses are provided in the trip generation tables below. **Table 2**, **Table 3**, and **Table 4** summarize the net change in daily, a.m. peak-hour, and p.m. peak-hour trip generation, respectively. Pass-by trips were based upon the methodologies outlined in the ITE's *Trip Generation Manual*, 12th Edition for LUC 821 - Shopping Plaza. Additionally, based on coordination with the Sheriff's Department a 5% internal capture rate was assumed between the Sheriff's Office and Jail during the a.m. peak hour and p.m. peak hour.

The trip generation based on the proposed zoning categories is anticipated to be 1,303 daily trips (653 entering/650 exiting), 58 a.m. peak-hour trips (38 entering/20 exiting) and 68 p.m. peak-hour trips (18 entering/50 exiting). The net change in daily, a.m. peak-hour, and p.m. peak-hour trip generation between the existing and proposed zoning is anticipated to be negative based on the maximum development potential for each use.

Table 2: Daily Project Trip Generation

| ITE TRIP GENERATION CHARACTERISTICS | | | DIRECTIONAL DISTRIBUTION | | DAILY GROSS TRIPS | | | INTERNAL CAPTURE | | DAILY TOTAL EXTERNAL TRIPS | | | PASS-BY CAPTURE | | DAILY NET NEW EXTERNAL TRIPS | | | | |
|---|------------------|----------|--------------------------|-------|-------------------|-----|-------|------------------|-------|----------------------------|----------|-------|-----------------|-------|------------------------------|----------|---------------|---------------|---------------|
| Land Use | Edition | ITE Code | Scale | Units | In | Out | In | Out | Total | Percent | IC Trips | In | Out | Total | Percent | PB Trips | In | Out | Total |
| Existing Zoning | | | | | | | | | | | | | | | | | | | |
| Shopping Plaza (40 - 150k) - No Supermarket | 12 th | 821 | 125 | KSF | 50% | 50% | 4,087 | 4,087 | 8,174 | 0.00% | 0 | 4,087 | 4,087 | 8,174 | 0.00% | 0 | 4,087 | 4,087 | 8,174 |
| Single-Family Detached Housing | 12 th | 210 | 8 | DU | 50% | 50% | 165 | 165 | 330 | 0.00% | 0 | 165 | 165 | 330 | 0.00% | 0 | 165 | 165 | 330 |
| Daily Project Trips (Existing): | | | | | | | | | | | | | | | | | 4,252 | 4,252 | 8,504 |
| Proposed Zoning | | | | | | | | | | | | | | | | | | | |
| Government Office Building | 12 th | 730 | 120 | EMP | 50% | 50% | 433 | 433 | 866 | 0.00% | 0 | 433 | 433 | 866 | 0.00% | 0 | 433 | 433 | 866 |
| Adult Detention Facility | 12 th | 571 | 30 | EMP | 52% | 48% | 47 | 44 | 91 | 0.00% | 0 | 47 | 44 | 91 | 0.00% | 0 | 47 | 44 | 91 |
| Single-Family Detached Housing | 12 th | 210 | 10 | DU | 50% | 50% | 173 | 173 | 346 | 0.00% | 0 | 173 | 173 | 346 | 0.00% | 0 | 173 | 173 | 346 |
| Daily Project Trips (Proposed): | | | | | | | | | | | | | | | | | 653 | 650 | 1,303 |
| Daily Net Project Trips (Proposed – Existing): | | | | | | | | | | | | | | | | | -3,599 | -3,602 | -7,201 |

Table 3: A.M. Peak Hour Project Trip Generation

| ITE TRIP GENERATION CHARACTERISTICS | | DIRECTIONAL DISTRIBUTION | | A.M. PEAK HOUR GROSS TRIPS | | | INTERNAL CAPTURE | | A.M. PEAK HOUR TOTAL EXTERNAL TRIPS | | | PASS-BY CAPTURE | | A.M. PEAK HOUR NET NEW EXTERNAL TRIPS | | | | | | | | |
|---|------------------|--------------------------|-------|----------------------------|-----|-----|------------------|-----|-------------------------------------|---------|----------|-----------------|-----|---------------------------------------|---------|----------|--|-----|-------|------------------------|------------|-------------|
| Land Use | Edition | ITE Code | Scale | Units | In | Out | In | Out | Total | Percent | IC Trips | In | Out | Total | Percent | PB Trips | In | Out | Total | | | |
| | | | | | | | | | | | | | | | | | | | | Existing Zoning | | |
| Shopping Plaza (40 - 150k) - No Supermarket | 12 th | 821 | 125 | KSF | 62% | 38% | 124 | 75 | 199 | 0.00% | 0 | 124 | 75 | 199 | 0.00% | 0 | 124 | 75 | 199 | | | |
| Single-Family Detached Housing | 12 th | 210 | 8 | DU | 27% | 73% | 3 | 8 | 11 | 0.00% | 0 | 3 | 8 | 11 | 0.00% | 0 | 3 | 8 | 11 | | | |
| | | | | | | | | | | | | | | | | | A.M. Project Trips (Existing): | | | 127 | 83 | 210 |
| Proposed Zoning | | | | | | | | | | | | | | | | | | | | | | |
| Government Office Building | 12 th | 730 | 36 | EMP | 75% | 25% | 34 | 11 | 45 | 5.00% | 2 | 33 | 10 | 43 | 0.00% | 0 | 33 | 10 | 43 | | | |
| Adult Detention Facility | 12 th | 571 | 9 | EMP | 59% | 41% | 2 | 1 | 3 | 5.00% | <1 | 2 | 1 | 3 | 0.00% | 0 | 2 | 1 | 3 | | | |
| Single-Family Detached Housing | 12 th | 210 | 10 | DU | 27% | 73% | 3 | 9 | 12 | 0.00% | 0 | 3 | 9 | 12 | 0.00% | 0 | 3 | 9 | 12 | | | |
| | | | | | | | | | | | | | | | | | A.M. Project Trips (Proposed): | | | 38 | 20 | 58 |
| | | | | | | | | | | | | | | | | | A.M. Net Project Trips (Proposed – Existing): | | | -89 | -63 | -152 |

Table 4: P.M. Peak Hour Project Trip Generation

| ITE TRIP GENERATION CHARACTERISTICS | | DIRECTIONAL DISTRIBUTION | | P.M. PEAK HOUR GROSS TRIPS | | INTERNAL CAPTURE | | P.M. PEAK HOUR TOTAL EXTERNAL TRIPS | | PASS-BY CAPTURE | | P.M. PEAK HOUR NET NEW EXTERNAL TRIPS | | | | | | | |
|---|------------------|--------------------------|-------|----------------------------|-----|------------------|-----|-------------------------------------|-----|-----------------|-------|---------------------------------------|----------|--|-----|-------|-------------|-------------|-------------|
| Land Use | Edition | ITE Code | Scale | Units | In | Out | In | Out | In | Out | Total | Percent | PB Trips | In | Out | Total | | | |
| Existing Zoning | | | | | | | | | | | | | | | | | | | |
| Shopping Plaza (40 - 150k) - No Supermarket | 12 th | 821 | 125 | KSF | 49% | 51% | 291 | 304 | 595 | 0 | 291 | 304 | 595 | 40.00% | 238 | 172 | 185 | 357 | |
| Single-Family Detached Housing | 12 th | 210 | 8 | DU | 62% | 38% | 6 | 3 | 9 | 0 | 6 | 3 | 9 | 0.00% | 0 | 6 | 3 | 9 | |
| | | | | | | | | | | | | | | P.M. Project Trips (Existing): | | | 178 | 188 | 366 |
| Proposed Zoning | | | | | | | | | | | | | | | | | | | |
| Government Office Building | 12 th | 730 | 78 | EMP | 20% | 80% | 11 | 42 | 53 | 2 | 10 | 41 | 51 | 0.00% | 0 | 10 | 41 | 51 | |
| Adult Detention Facility | 12 th | 571 | 19 | EMP | 18% | 82% | 1 | 4 | 5 | <1 | 1 | 4 | 5 | 0.00% | 0 | 1 | 4 | 5 | |
| Single-Family Detached Housing | 12 th | 210 | 10 | DU | 62% | 38% | 7 | 5 | 12 | 0 | 7 | 5 | 12 | 0.00% | 0 | 7 | 5 | 12 | |
| | | | | | | | | | | | | | | P.M. Project Trips (Proposed): | | | 18 | 50 | 68 |
| | | | | | | | | | | | | | | P.M. Net Project Trips (Proposed – Existing): | | | -160 | -138 | -298 |

Project Trip Distribution

New traffic expected to be generated due to the proposed rezoning was distributed and assigned to the road network based upon the Florida Standard Urban Transportation Model Structure (FSUTMS) District 1 transportation planning model and was refined based on the site plan and existing volumes. The model output is provided as an attachment.

Scheduled Improvements

Current work programs including the Florida Department of Transportation (FDOT) District One Five Year Work Program were reviewed for improvements that are scheduled for construction near the project site. Based upon this review, the following projects were identified but due to the nature of the improvements, no changes to the intersection and roadway geometry were considered in the analysis:

- Resurfacing project on US 17 from north of SR 64 to Bell Street (446205-1)
- Resurfacing project on US 17 from south of Heartland Way to north of Hilton Road (446204-1)
- Traffic engineering Hardee County TSMCA (412669-1)
- Traffic engineering City of Wauchula TSMCA (413630-1)
- Florida Heartland Regional Trail - Hardee County (455298-1)

Study Area

For the rezone traffic study, the study area includes any segment on the Hardee County Roadway Network Database (RND) within one half mile of the access connections to the project site plus any link upon which the project's total site traffic consumes five (5%) percent or more of the peak hour two-way maximum service volume at the adopted Level of Service standard. Based upon this criteria, the following roadway segments (i.e., the study area), outlined in **Table 5**, were included in the analysis:

- US Highway 17 / SR 35 NB from Main Street / SR 636 to Bell Street / One Way Split
- US Highway 17 / SR 35 SB from Bell Street / One Way Split to Main Street / SR 636
- US Highway 17 / SR 35 from Bell Street / One Way Split to REA Road
- Heard Bridge Road from Oak Street to CR 664A
- CR 35A / S Florida Avenue from Polk Road to US Highway 17 / SR 35

Table 5: Study Roadway Determination

| ROADWAY ¹ | LIMITS ¹ | SERVICE VOLUMES | | | PROJECT VOLUMES | | PROJECT TRAFFIC % OF SERVICE VOLUME |
|---------------------------|---|-------------------------------|---------------|---|--------------------------------------|----------------------------------|-------------------------------------|
| | | EXISTING LANEAGE ¹ | LOS STAND-ARD | PEAK HOUR TWO-WAY SERVICE VOLUME ² | PROJECT TRAFFIC ASSIGN. ⁴ | PROJECT TRAFFIC (P.M. PEAK HOUR) | |
| US Highway 17 / SR 35 NB | Main Street / SR 636 to Bell Street / One Way Split | 3LO | D | 3,012 ³ | 92% | 63 | 2.09% |
| US Highway 17 / SR 35 SB | Bell Street / One Way Split to Main Street / SR 636 | 3LO | D | 3,012 ³ | 28% | 19 | 0.63% |
| US Highway 17 / SR 35 | Bell Street / One Way Split to REA Road | 4D | D | 3,290 | 92% | 63 | 1.91% |
| Heard Bridge Road | Oak Street to CR 664A | 2U | D | 1,710 | 8% | 5 | 0.29% |
| CR 35A / S Florida Avenue | Polk Road to US Highway 17 / SR 35 | 2U | D | 1,710 | 2% | 1 | 0.06% |

¹ 2014 Hardee County Roadway Network Database (RND)

² 2023 FDOT Quality / Level of Service Handbook Tables

³ One-way Volume

⁴ 2045 D1RPM project distribution model

Existing Roadway Capacity Analysis

An existing roadway segment analysis was conducted for the study roadway segments of US 17 / SR 35, Heard Bridge Road, and CR35 A / S Florida Avenue using service volumes developed from 2023 FDOT Quality / Level of Service Handbook Tables. Existing roadway volumes are based on data collection at the intersections listed below on April 23, 2026, during the p.m. peak hour period (4 p.m. to 6 p.m.). The volumes were adjusted to peak-season conditions utilizing most recent FDOT seasonal factor (SF) for Hardee County. The raw counts and seasonal factor used are provided as an attachment.

- US Highway 17 / SR 35 & Bell Street / KD Revell Road
- US Highway 17 / SR 35 & REA Road
- US Highway 17 / SR 35 & Tropicana Drive
- Heard Bridge Road & KD Revell Road
- CR 35A / S Florida Avenue & Bell Street

The results of the existing roadway analysis are summarized in **Table 6** and indicate that the study roadway segments currently operate at an acceptable level of service relative to the minimum adopted level of service standard.

Table 6: Existing (2026) Roadway Conditions Analysis

| ROADWAY | FROM | TO | SERVICE VOLUMES | | | 2026 PEAK HOUR TWO-WAY VOLUME | PROJECT TRAFFIC ASSIGN. ⁴ | PROJECT TRAFFIC (P.M. PEAK HOUR) | TOTAL TRAFFIC | GREATER THAN LOS STANDARD? |
|---------------------------|-----------------------------|-----------------------------|-------------------------------|--------------|---|-------------------------------|--------------------------------------|----------------------------------|---------------|----------------------------|
| | | | EXISTING LANEAGE ¹ | LOS STANDARD | PEAK HOUR TWO-WAY SERVICE VOLUME ² | | | | | |
| US Highway 17 / SR 35 NB | Main Street / SR 636 | Bell Street / One Way Split | 3LO | D | 3,012 ³ | 1,016 ³ | 92% | 63 | 1,079 | N |
| US Highway 17 / SR 35 SB | Bell Street / One Way Split | Main Street / SR 636 | 3LO | D | 3,012 ³ | 849 ³ | 28% | 19 | 868 | N |
| US Highway 17 / SR 35 | Bell Street / One Way Split | REA Road | 4D | D | 3,290 | 1,874 | 92% | 63 | 1,937 | N |
| Heard Bridge Road | Oak Street | CR 664A | 2U | D | 1,710 | 158 | 8% | 5 | 163 | N |
| CR 35A / S Florida Avenue | Polk Road | US Highway 17 / SR 35 | 2U | D | 1,710 | 461 | 2% | 1 | 462 | N |

¹ 2014 Hardee County Roadway Network Database (RND)

² 2023 FDOT Quality / Level of Service Handbook Tables

³ One-way Volume

⁴ 2045 D1RPM project distribution model

Future (2050) Roadway Capacity Analysis

For the future year (2050) analysis, future background traffic volumes for 2050 were developed using the FSUTMS District 1 2050 cost feasible model. To obtain peak-hour volumes from the model, the annual average daily traffic (AADT) was multiplied by FDOT's Standard K-factor of 9% to obtain peak-hour volumes. The model output is attached.

The anticipated p.m. peak hour project trip generation identified in **Table 3** was added to the 2050 peak-hour volumes to estimate the total future traffic volumes. The results of the long-term future total roadway conditions analysis are summarized in **Table 7** and indicate that the study roadway segments are anticipated to operate an acceptable level of service relative to the minimum adopted level of service standard.

Table 7: Long-Term Future Total (2050) Roadway Segment Capacity Analysis

| ROADWAY | FROM | TO | SERVICE VOLUMES | | | 2050 PEAK-HOUR VOLUME ⁴ | PROJECT TRAFFIC ASSIGN. ⁵ | PROJECT TRAFFIC (P.M. PEAK HOUR) | FUTURE TOTAL TRAFFIC | GREATER THAN LOS STAND-ARD? |
|--------------------------|-----------------------------|-----------------------------|-------------------------------|---------------|---|------------------------------------|--------------------------------------|----------------------------------|----------------------|-----------------------------|
| | | | EXISTING LANEAGE ¹ | LOS STAND-ARD | PEAK HOUR TWO-WAY SERVICE VOLUME ² | | | | | |
| US Highway 17 / SR 35 NB | Main Street / SR 636 | Bell Street / One Way Split | 3LO | D | 3,012 ³ | 1,591 ³ | 92% | 63 | 1,654 | N |
| US Highway 17 / SR 35 SB | Bell Street / One Way Split | Main Street / SR 636 | 3LO | D | 3,012 ³ | 1,547 ³ | 28% | 19 | 1,566 | N |
| US Highway 17 / SR 35 | Bell Street / One Way Split | REA Road | 4D | D | 3,290 | 2,913 | 92% | 63 | 2,976 | N |
| Heard Bridge Road | Oak Street | CR 664A | 2U | D | 1,710 | 83 | 8% | 5 | 88 | N |
| CR 35A/S Florida Avenue | Polk Road | US Highway 17/SR 35 | 2U | D | 1,710 | 1,123 | 2% | 1 | 1,124 | N |

¹ 2014 Hardee County Roadway Network Database (RND)
² 2023 FDOT Quality/Level of Service Handbook Tables
³ One-way Volume
⁴ Calculated by applying a K-factor of 9% to the 2050 D1RPM AADT volumes
⁵ 2045 D1RPM project distribution model

Should you have any comments or questions, please contact us at your earliest convenience.

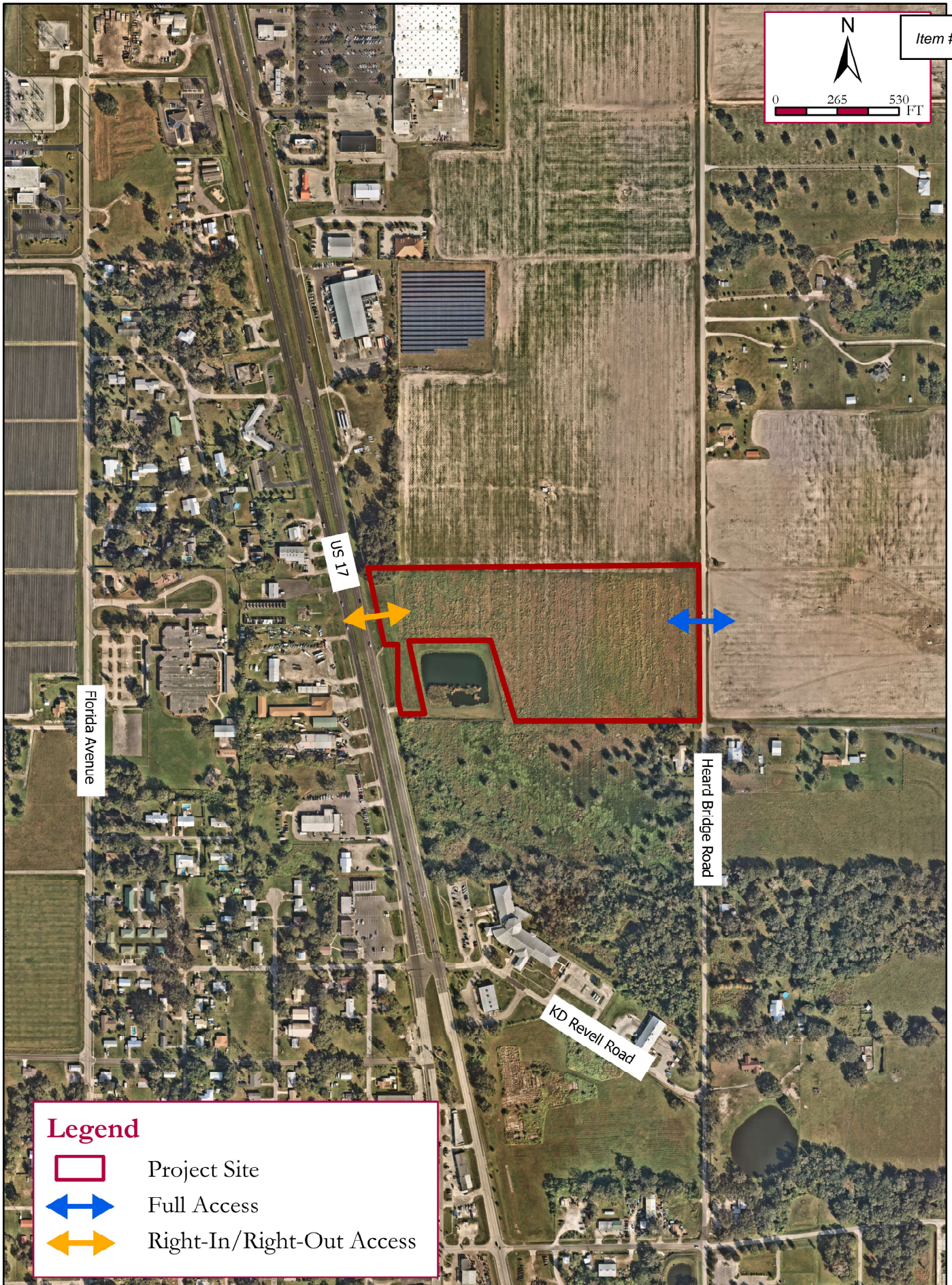
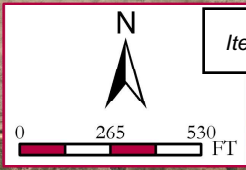
Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Caroline Fraser, P.E., RSP1
 Project Manager, Transportation Engineer

Henly Crosby, E.I.
 Transportation Analyst

- Attachments:
- Figure 1: Project Location Map
 - Conceptual Site Plan
 - Methodology & Correspondence
 - FSUTMS Model Outputs
 - Turning Movement Counts
 - Seasonal Factor



Project Location Map



April 17, 2026

Christopher Simpron, FCCM
 Assistant County Manager
 Hardee County
 205 Hanchey Road
 Wauchula, FL 33873

■
 Suite 1400
 201 North Franklin Street
 Tampa, Florida
 33602

**Re: Hardee County Government Center and Resiliency Hub
 Planned Unit Development Rezone
 Minor Traffic Impact Analysis (TIA) Methodology
 City of Wauchula, Florida**

Dear Mr. Simpron:

The purpose of this letter is to provide a study methodology associated with a Rezone for the Hardee County Government Center and Resiliency Hub. The project site is located north of KD Revell Road, between US Highway 17 and Heard Bridge Road, in Wauchula, Florida, as shown in **Figure 1**.

The Rezone application proposes to change +/-17.5 acres from General Commercial (C-2) to Planned Unit Development (PUD). The project site is currently vacant and the Hardee County Government Center and Resiliency Hub site is proposed to consist of the Sheriff's Office and Jail. Additionally, the eastern section of the site will be determined following stakeholder meetings, and the methodology will be updated accordingly.

Access to the site is proposed to be provided through the following access connections as shown in the attached project location map:

- One (1) right-in/right-out access connection along US Highway 17 (Sheriff's Department and Jail only)
- One (1) full access connection along Heard Bridge Road (eastern land uses and emergency access for Sheriff's Department)

To appropriately address the transportation impact of the proposed Rezone, a Minor Traffic Impact Analysis (TIA) will be conducted in accordance with the following procedures:

Project Trip Generation: Trip generation for the project site will be estimated based upon the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 12th Edition, for land use code (LUC) 730 – Government Office Building (Sheriff's Office), LUC 571 – Adult Detention Center (Jail), and the other land uses to be determined following stakeholder meetings. The project trip generation will be finalized based on coordination with the Sheriff's Department on the number of personnel, and based on the agreed upon highest and best use for the eastern land uses. After incorporating any additional land uses in the trip generation, an internal capture rate may be assumed based on the proposed mixture of land uses

within the site and to provide a conservative analysis. Additionally, pass-by rates are not anticipated to be considered.

Project Trip Distribution: Project traffic will be assigned to the road network using the Florida Standard Urban Transportation Model Structure (FSUTMS) District 1 transportation planning model and may be refined based on the site plan and existing volumes.

Study Area: The study area includes any segment on the Hardee County Roadway Network Database (RND) within one half mile of the access connections to the project site plus any link upon which the project's total site traffic consumes five percent or more of the peak hour two-way maximum service volume at the adopted Level of Service standard. The anticipated study roadway segments are outlined in **Table 1**.

Table 1: Study Roadway Determination

| Roadway ¹ | Limits ¹ | Existing Laneage ¹ | Peak Hour Two-Way Service Volume ² | 2024 AADT ³ | 2024 Peak Hour Volume (AADT*K) |
|-------------------------|---|-------------------------------|---|------------------------|--------------------------------|
| US Highway 17/ SR 35 NB | Main Street/SR 636 to Bell Street/One Way Split | 3LO | 3,012 ⁴ | 14,500 | 1,305 |
| US Highway 17/ SR 35 SB | Bell Street/One Way Split to Main Street/SR 636 | 3LO | 3,012 ⁴ | 12,500 | 1,125 |
| US Highway 17/ SR 35 | Bell Street/One Way Split to REA Road | 4D | 3,290 | 24,000 | 2,160 |
| Heard Bridge Road | Oak Street to CR 664A | 2U | 1,710 | 1,350 | 128 |
| CR 35A/S Florida Avenue | Polk Road to US Highway 17/SR 35 | 2U | 1,710 | 3,800 | 342 |

¹ 2014 Hardee County Roadway Network Database (RND)

² 2023 FDOT Quality/Level of Service Handbook Tables

³ Florida Traffic Online

⁴ One Way Service Volume

Traffic Analysis: The study roadway segments of US 17/SR 35, Heard Bridge Road, and CR35 A/S Florida Avenue will be evaluated using *2023 FDOT Quality/Level of Service Handbook Tables*.

A roadway capacity analysis will be conducted for the study area roadway segments to evaluate any potential impacts generated by the proposed Rezone. Existing traffic and background (non-project) traffic for the future year will be evaluated. Future year volumes will be determined using a growth rate calculated based on available historical ten-year volumes from the Florida Department of Transportation. Additionally, total traffic will be evaluated and determined based on total background traffic plus net, new project trips assigned to the study roadway segments to determine the level of service conditions based on the proposed Rezone.



April 17, 2026
Page 3

Should you have any comments or questions, please contact us at your earliest convenience.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Caroline Fraser, P.E., RSP1
Project Manager, Transportation Engineer

Henly Crosby, E.I.
Transportation Analyst

Attachments: Figure 1: Project Location Map
 Conceptual Site Plan

Crosby, Henly

From: Christopher Simpron <christopher.simpron@hardeecountyfl.gov>
Sent: Tuesday, April 21, 2026 9:12 PM
To: Fraser, Caroline; Todd Miller; Doug Baber; Terry Atchley
Cc: Klepper, Kelley; Conerly, Bo; Crosby, Henly; Goldsmith, Kayla; Capital Projects
Subject: RE: Hardee County Sheriff's Administration Office and Jail - Traffic Methodology for PUD Rezone
Attachments: Hardee County Govt Center Resiliency Hub PUD Traffic Methodology 20260417_rev.pdf

You don't often get email from christopher.simpron@hardeecountyfl.gov. [Learn why this is important](#)

Good evening Caroline,

The attached traffic methodology for the PUD looks good. My only comment is, please use the latest 2019 Base Year and 2050 Horizon Year D1RPM recently adopted and released by FDOT D1 for determining project trip distribution. Please proceed with the traffic analysis taking into account our discussion last Monday.

Sorry for the late response. I'm still combing my emails since I was out the entire week last week.

Thanks,

Christopher Simpron, FCCM
 Assistant County Manager

Office: (863) 473-4130 / Cell: (863) 304-2558

Email:
christopher.simpron@hardeecountyfl.gov

205 Hanchey Road Wauchula, FL 33873

"TEAM HARDEE"



From: Fraser, Caroline <Caroline.Fraser@kimley-horn.com>
Sent: Friday, April 17, 2026 2:00 PM
To: Christopher Simpron <christopher.simpron@hardeecountyfl.gov>; Todd Miller <todd.miller@hardeecountyfl.gov>; Doug Baber <doug.baber@hardeecountyfl.gov>
Cc: Klepper, Kelley <kelley.klepper@kimley-horn.com>; Conerly, Bo <bo.conerly@kimley-horn.com>; Crosby, Henly <Henly.Crosby@kimley-horn.com>; Goldsmith, Kayla <Kayla.Goldsmith@kimley-horn.com>
Subject: RE: Hardee County Sheriff's Administration Office and Jail - Traffic Methodology for PUD Rezone

Christopher,

Apologies for the second email. Attached is a revised methodology for review and reference. Revisions generally include an updated project/site name.

Thank you!

Caroline Fraser, P.E., RSP₁
Kimley-Horn | 201 North Franklin Street, Suite 400, Tampa, FL 33602
Direct: 813.635.5519 | Mobile: 240.818.8540

From: Fraser, Caroline
Sent: Friday, April 17, 2026 8:49 AM
To: Christopher Simpron <christopher.simpron@hardeecountyfl.gov>; Todd Miller <todd.miller@hardeecountyfl.gov>; Doug Baber <doug.baber@hardeecountyfl.gov>
Cc: Klepper, Kelley <kelly.klepper@kimley-horn.com>; Conerly, Bo <bo.conerly@kimley-horn.com>; Crosby, Henly <Henly.Crosby@kimley-horn.com>; Goldsmith, Kayla <Kayla.Goldsmith@kimley-horn.com>
Subject: Hardee County Sheriff's Administration Office and Jail - Traffic Methodology for PUD Rezone

Christopher,

Please see attached traffic methodology for the PUD Rezone for the Hardee County Sheriff's Administration Offices and Jail. We can discuss further during Monday's 1pm meeting.

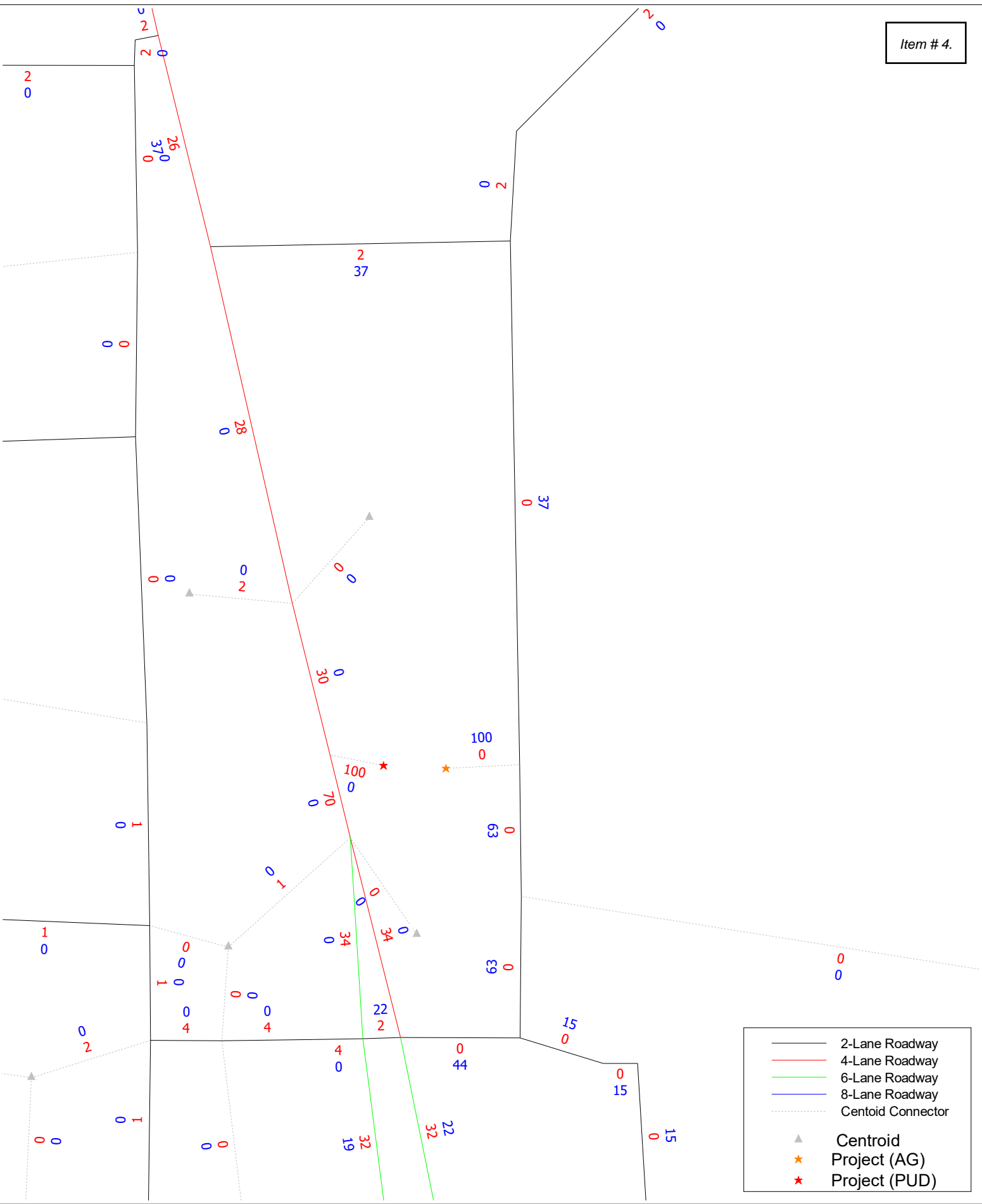
Thank you!

Caroline Fraser, P.E., RSP₁
Kimley-Horn | 201 North Franklin Street, Suite 400, Tampa, FL 33602
Direct: 813.635.5519 | Mobile: 240.818.8540

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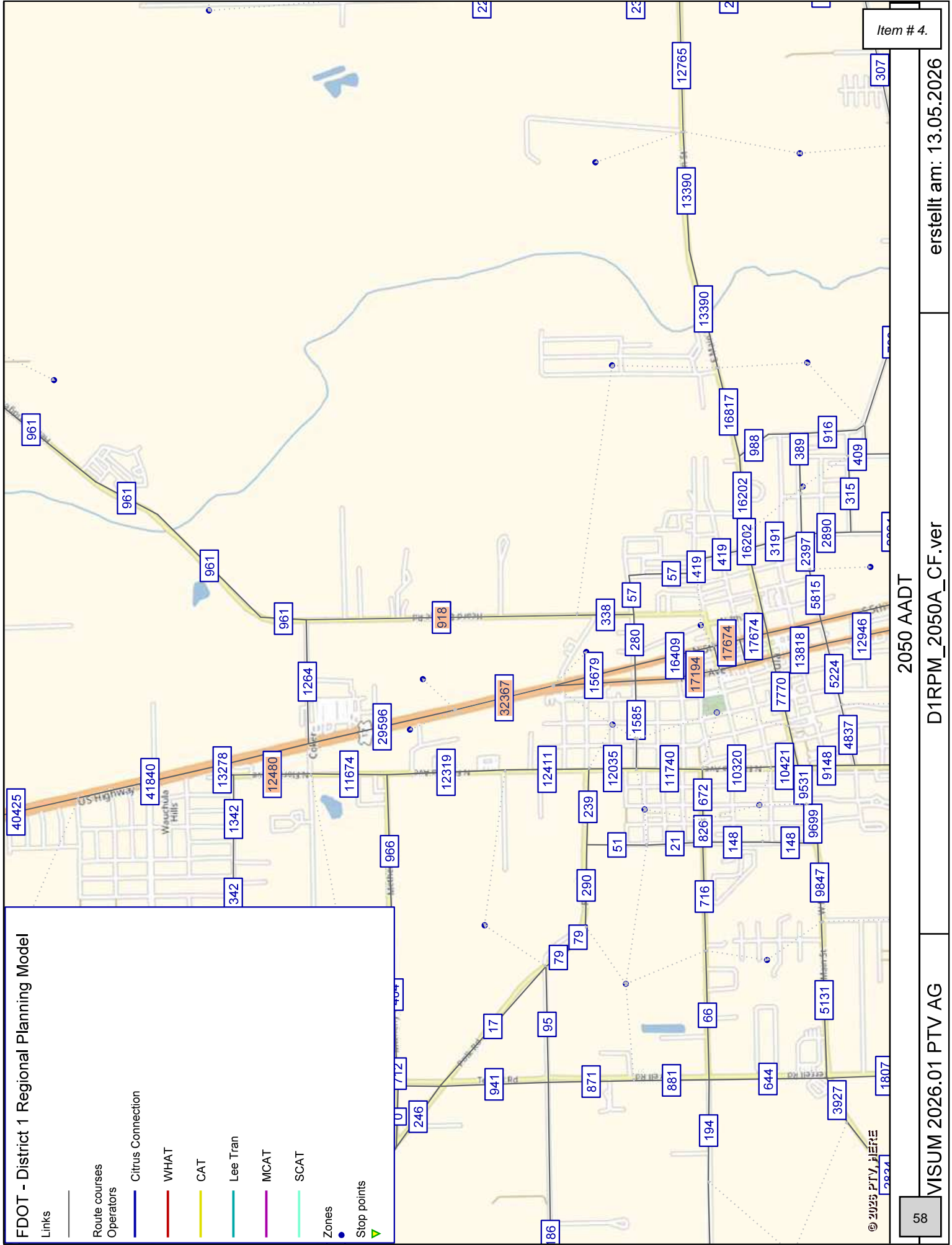
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| | |
|--|--------------------|
| | 2-Lane Roadway |
| | 4-Lane Roadway |
| | 6-Lane Roadway |
| | 8-Lane Roadway |
| | Centroid Connector |
| | Centroid |
| | Project (AG) |
| | Project (PUD) |

DISTRICT 1 REGIONAL PLANNING MODEL - 2045 COST FEASIBLE NETWORK
HARDEE COUNTY GOVERNMENT CENTER AND RESILIENCY HUB
MAY 2026

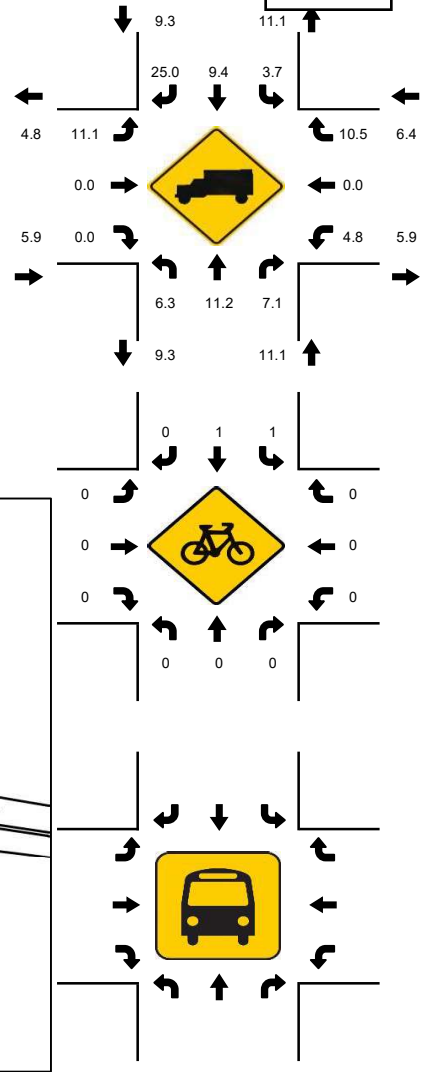
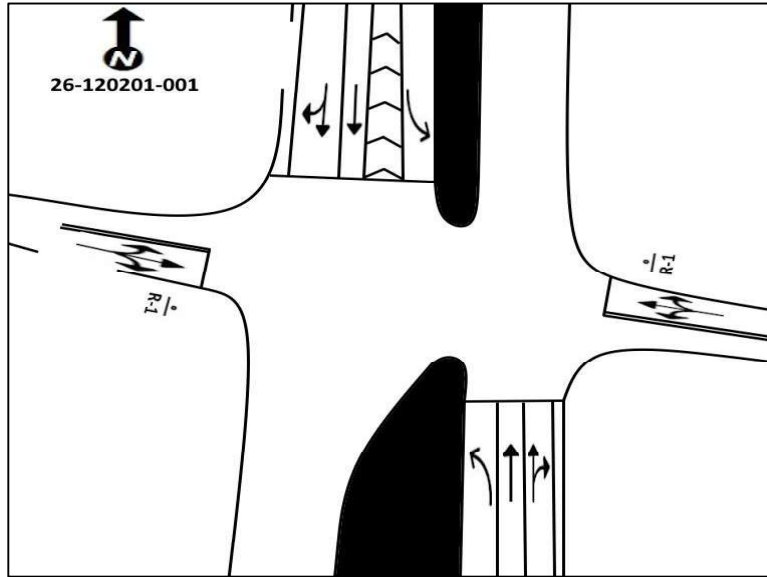
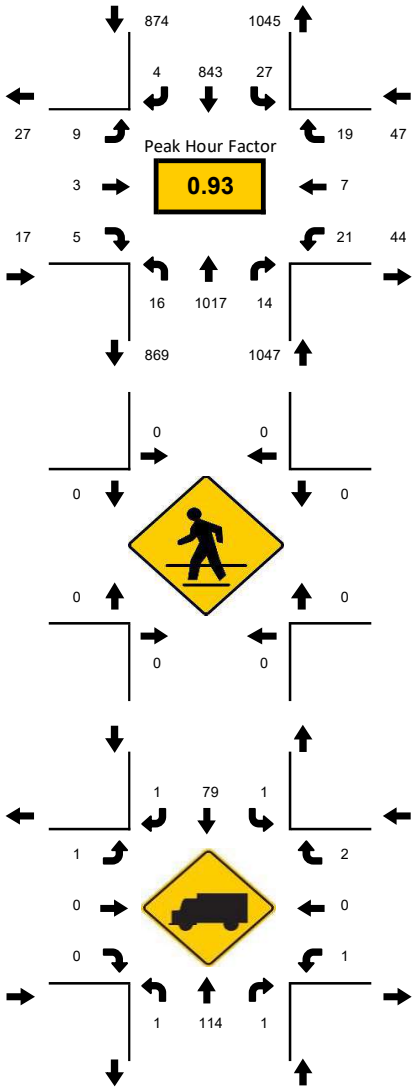


Peak-Hour: 04:15 PM - 05:15 PM
 Peak 15-Minute: 05:00 PM - 05:15 PM

Peak Hour Factor
0.93



National Data & Surveying Services



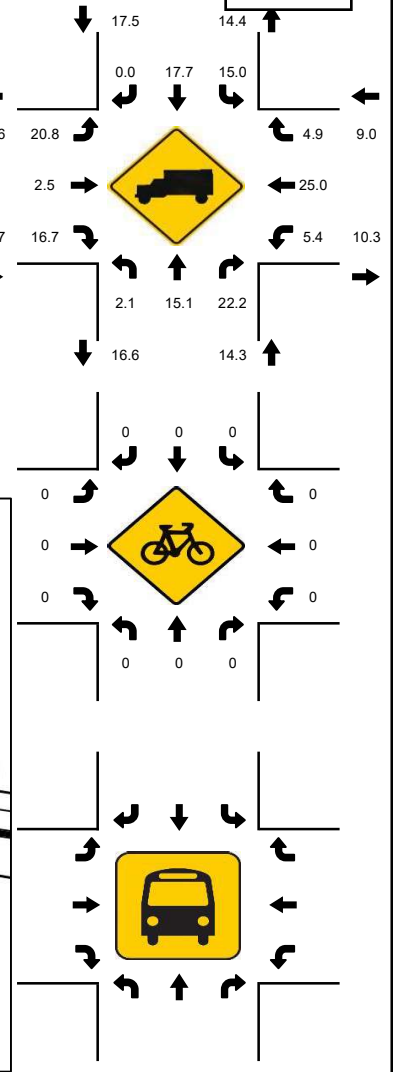
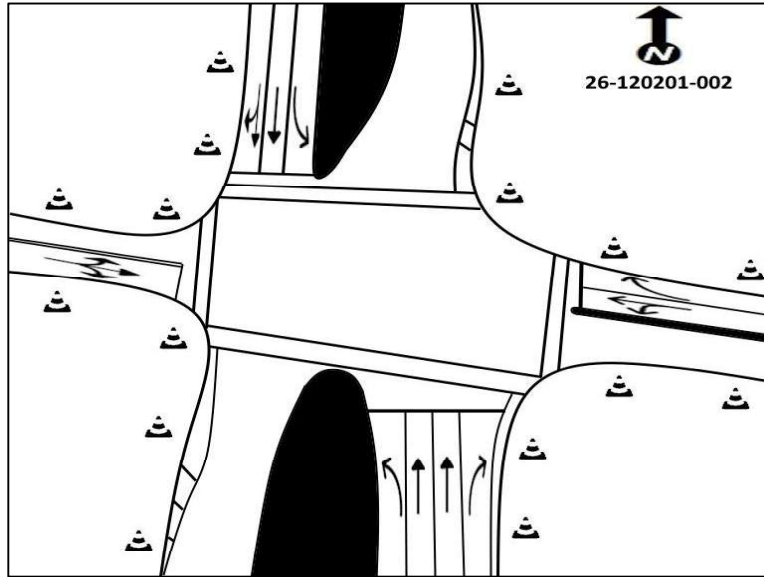
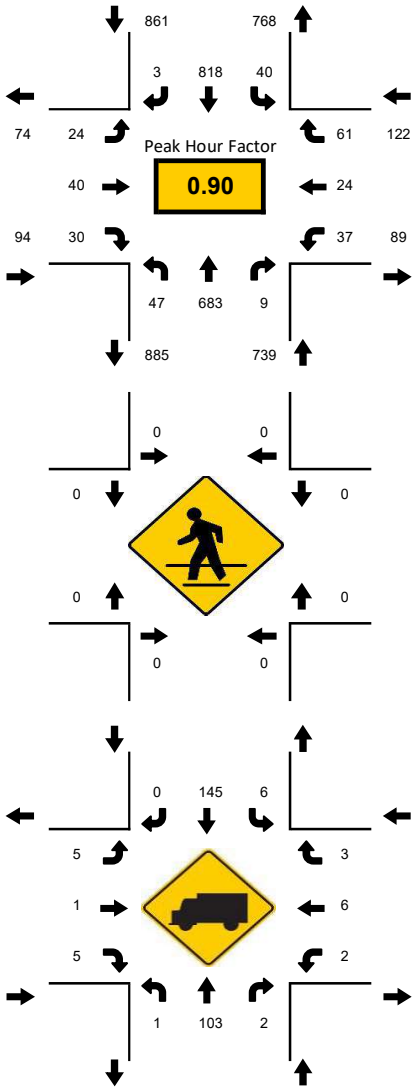
| 15-Min Count Period Beginning At | US 17/SR 35/N 6th Ave Northbound | | | | | US 17/SR 35/N 6th Ave Southbound | | | | | Bell St/K D Revell Rd Eastbound | | | | | Bell St/K D Revell Rd Westbound | | | | | Total | Hourly Total |
|----------------------------------|----------------------------------|------|-----|----|----|----------------------------------|------|-----|----|----|---------------------------------|------|-----|---|----|---------------------------------|------|-----|---|----|-------|--------------|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 5 | 245 | 8 | 1 | | 3 | 221 | 1 | 2 | | 3 | 6 | 1 | 0 | | 4 | 2 | 4 | 0 | | 506 | 1955 |
| 4:15 PM | 0 | 255 | 4 | 1 | | 8 | 208 | 0 | 1 | | 1 | 1 | 3 | 0 | | 4 | 2 | 4 | 0 | | 492 | 1985 |
| 4:30 PM | 3 | 238 | 2 | 1 | | 3 | 210 | 3 | 1 | | 3 | 1 | 1 | 0 | | 5 | 3 | 3 | 0 | | 477 | 1971 |
| 4:45 PM | 6 | 258 | 6 | 0 | | 2 | 194 | 1 | 3 | | 2 | 1 | 0 | 0 | | 4 | 0 | 3 | 0 | | 480 | 1954 |
| 5:00 PM | 1 | 266 | 2 | 4 | | 4 | 231 | 0 | 5 | | 3 | 0 | 1 | 0 | | 8 | 2 | 9 | 0 | | 536 | 1897 |
| 5:15 PM | 3 | 258 | 1 | 0 | | 0 | 207 | 3 | 1 | | 2 | 1 | 1 | 0 | | 0 | 1 | 0 | 0 | | 478 | 1361 |
| 5:30 PM | 2 | 257 | 4 | 0 | | 2 | 178 | 1 | 4 | | 5 | 0 | 2 | 0 | | 2 | 1 | 2 | 0 | | 460 | 883 |
| 5:45 PM | 1 | 220 | 0 | 0 | | 6 | 187 | 1 | 1 | | 1 | 1 | 1 | 0 | | 2 | 0 | 2 | 0 | | 423 | 423 |
| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 24 | 1064 | 24 | 16 | | 32 | 924 | 12 | 20 | | 12 | 4 | 12 | 0 | | 32 | 12 | 36 | 0 | | 2224 | |
| Heavy Trucks | 0 | 124 | 4 | 4 | | 4 | 100 | 4 | 0 | | 4 | 0 | 0 | 0 | | 4 | 0 | 4 | 0 | | 248 | |
| Pedestrians | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Bicycles | 0 | 0 | 0 | 0 | | 4 | 4 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 8 | |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | 0 | |

Peak-Hour: 07:15 AM - 08:15 AM
 Peak 15-Minute: 07:45 AM - 08:00 AM

Peak Hour Factor
0.90



National Data & Surveying Services



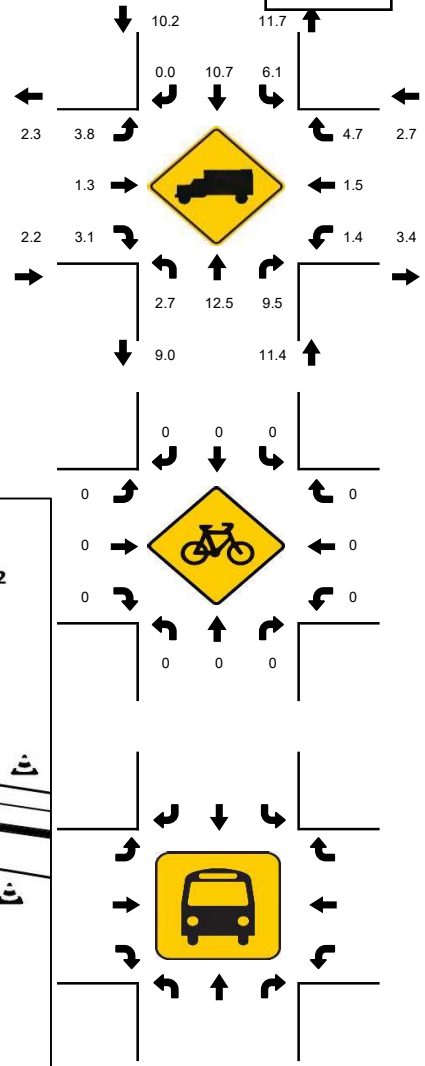
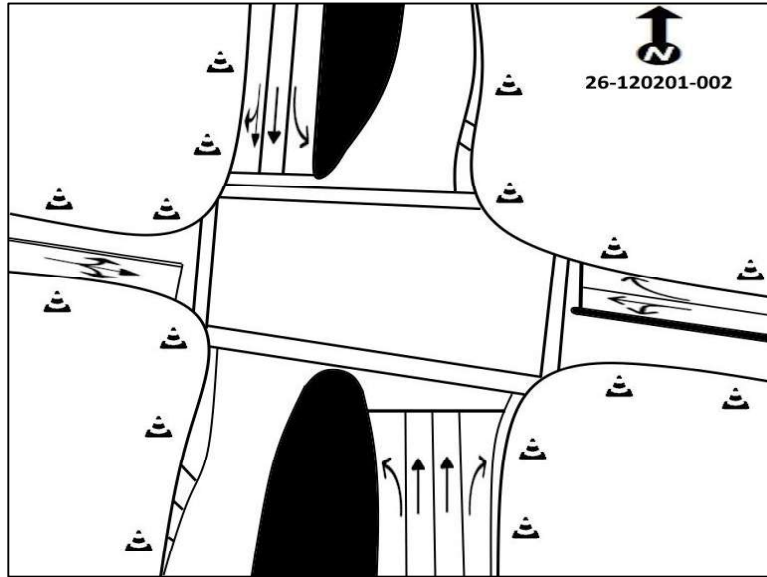
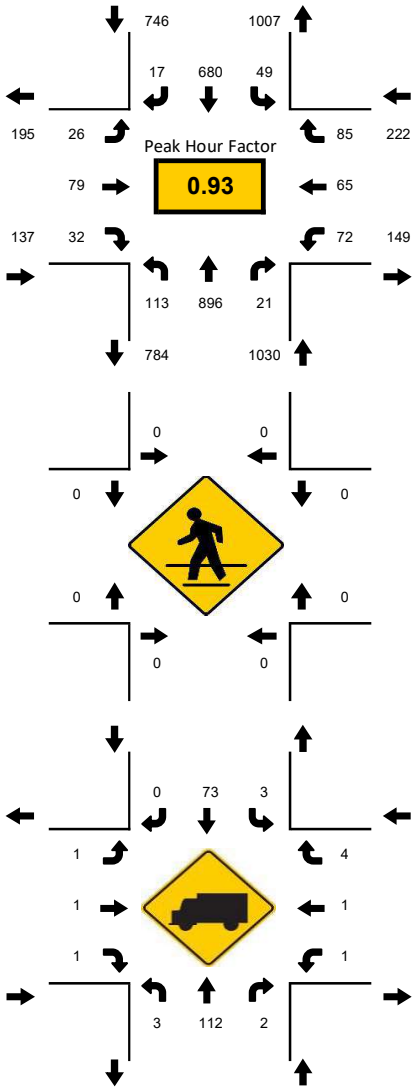
| 15-Min Count Period Beginning At | US 17/SR 35 Northbound | | | | | US 17/SR 35 Southbound | | | | | W/E REA Rd Eastbound | | | | | W/E REA Rd Westbound | | | | | Total | Hourly Total |
|----------------------------------|------------------------|------|-----|----|----|------------------------|------|-----|---|----|----------------------|------|-----|---|----|----------------------|------|-----|---|----|-------|--------------|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 0 | 172 | 0 | 5 | | 7 | 185 | 0 | 0 | | 7 | 6 | 4 | 0 | | 8 | 5 | 9 | 0 | | 408 | 1755 |
| 7:15 AM | 5 | 151 | 4 | 2 | | 11 | 208 | 0 | 0 | | 9 | 12 | 8 | 0 | | 5 | 6 | 12 | 0 | | 433 | 1816 |
| 7:30 AM | 7 | 150 | 2 | 10 | | 7 | 185 | 0 | 1 | | 5 | 8 | 10 | 0 | | 10 | 3 | 12 | 0 | | 410 | 1781 |
| 7:45 AM | 3 | 204 | 1 | 8 | | 3 | 219 | 2 | 1 | | 6 | 10 | 6 | 0 | | 8 | 9 | 24 | 0 | | 504 | 1738 |
| 8:00 AM | 3 | 178 | 2 | 9 | | 17 | 206 | 1 | 0 | | 4 | 10 | 6 | 0 | | 14 | 6 | 13 | 0 | | 469 | 1616 |
| 8:15 AM | 1 | 137 | 3 | 9 | | 10 | 188 | 1 | 1 | | 5 | 12 | 3 | 0 | | 20 | 5 | 3 | 0 | | 398 | 1147 |
| 8:30 AM | 4 | 144 | 4 | 10 | | 13 | 143 | 1 | 0 | | 4 | 10 | 4 | 0 | | 16 | 6 | 8 | 0 | | 367 | 749 |
| 8:45 AM | 2 | 143 | 4 | 6 | | 7 | 177 | 1 | 0 | | 1 | 9 | 4 | 0 | | 7 | 12 | 9 | 0 | | 382 | 382 |
| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total | |
| All Vehicles | 28 | 816 | 16 | 40 | | 68 | 876 | 8 | 4 | | 36 | 48 | 40 | 0 | | 56 | 36 | 96 | 0 | | 2168 | |
| Heavy Trucks | 4 | 116 | 4 | 0 | | 12 | 152 | 0 | 0 | | 8 | 4 | 12 | 0 | | 4 | 20 | 4 | 0 | | 340 | |
| Pedestrians | | 0 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 0 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | 0 | |

Peak-Hour: 04:45 PM - 05:45 PM
 Peak 15-Minute: 05:15 PM - 05:30 PM

Peak Hour Factor
0.93



National Data & Surveying Services



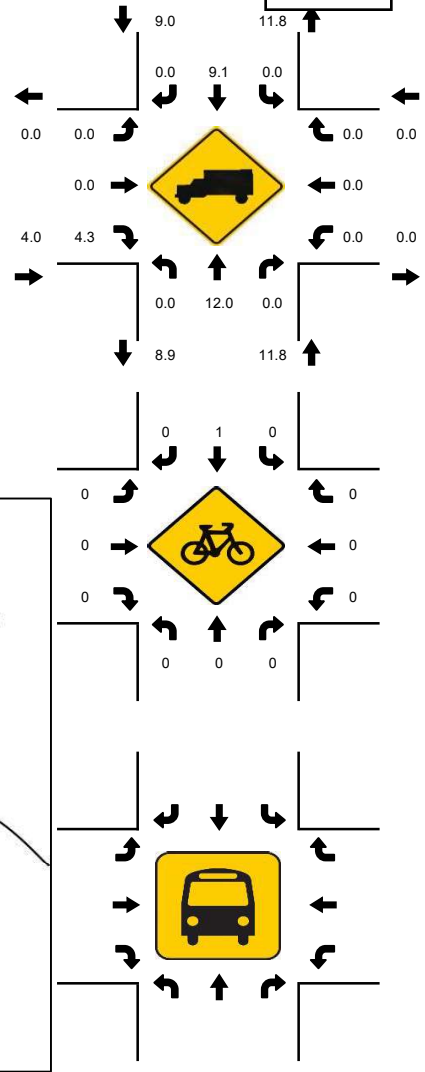
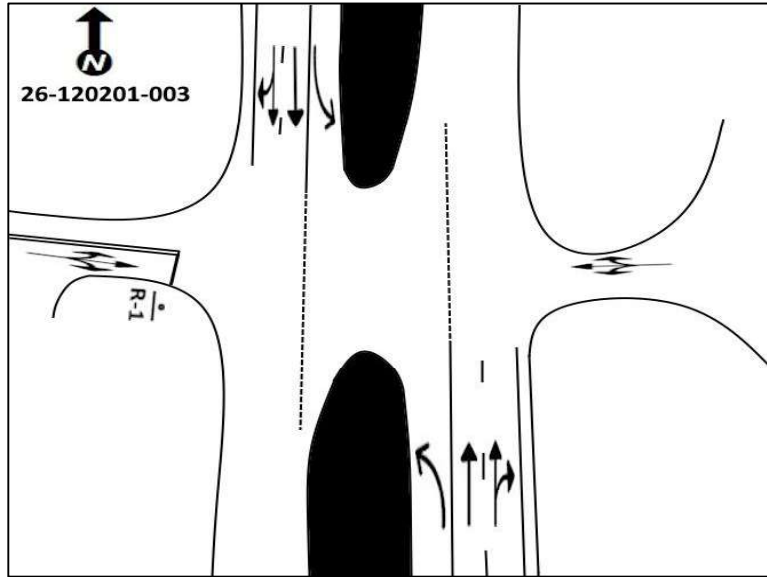
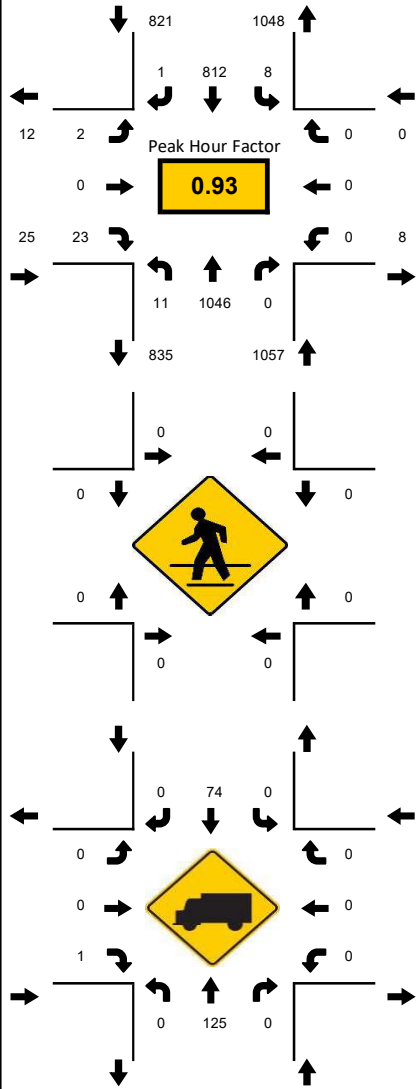
| 15-Min Count Period Beginning At | US 17/SR 35 Northbound | | | | | US 17/SR 35 Southbound | | | | | W/E REA Rd Eastbound | | | | | W/E REA Rd Westbound | | | | | Total | Hourly Total |
|----------------------------------|------------------------|------|-----|----|----|------------------------|------|-----|---|----|----------------------|------|-----|---|----|----------------------|------|-----|---|----|-------|--------------|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 7 | 231 | 10 | 16 | | 19 | 208 | 2 | 0 | | 5 | 15 | 8 | 0 | | 20 | 20 | 24 | 0 | | 585 | 2107 |
| 4:15 PM | 7 | 230 | 6 | 14 | | 9 | 175 | 0 | 0 | | 4 | 10 | 4 | 0 | | 27 | 13 | 30 | 0 | | 529 | 2079 |
| 4:30 PM | 9 | 208 | 4 | 17 | | 13 | 191 | 5 | 1 | | 4 | 16 | 1 | 0 | | 10 | 9 | 10 | 0 | | 498 | 2122 |
| 4:45 PM | 6 | 204 | 2 | 15 | | 17 | 171 | 4 | 1 | | 5 | 18 | 2 | 0 | | 15 | 19 | 16 | 0 | | 495 | 2135 |
| 5:00 PM | 17 | 242 | 0 | 20 | | 3 | 169 | 3 | 1 | | 12 | 29 | 6 | 0 | | 21 | 13 | 21 | 0 | | 557 | 2133 |
| 5:15 PM | 13 | 234 | 8 | 12 | | 16 | 194 | 5 | 0 | | 3 | 12 | 12 | 0 | | 20 | 15 | 28 | 0 | | 572 | 1576 |
| 5:30 PM | 15 | 216 | 11 | 15 | | 10 | 146 | 5 | 1 | | 6 | 20 | 12 | 0 | | 16 | 18 | 20 | 0 | | 511 | 1004 |
| 5:45 PM | 14 | 197 | 4 | 15 | | 15 | 171 | 2 | 0 | | 2 | 18 | 5 | 0 | | 17 | 9 | 24 | 0 | | 493 | 493 |
| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total | |
| All Vehicles | 68 | 968 | 44 | 80 | | 68 | 776 | 20 | 4 | | 48 | 116 | 48 | 0 | | 84 | 76 | 112 | 0 | | 2512 | |
| Heavy Trucks | 8 | 132 | 8 | 4 | | 4 | 92 | 0 | 4 | | 4 | 4 | 4 | 0 | | 4 | 4 | 8 | 0 | | 272 | |
| Pedestrians | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Buses | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Stopped Buses | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |

Peak-Hour: 04:30 PM - 05:30 PM
 Peak 15-Minute: 05:00 PM - 05:15 PM

Peak Hour Factor
0.93



National Data & Surveying Services



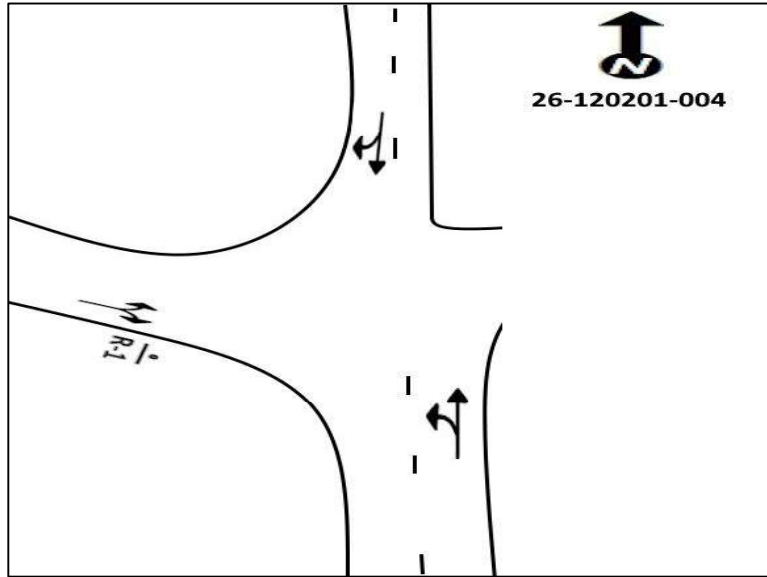
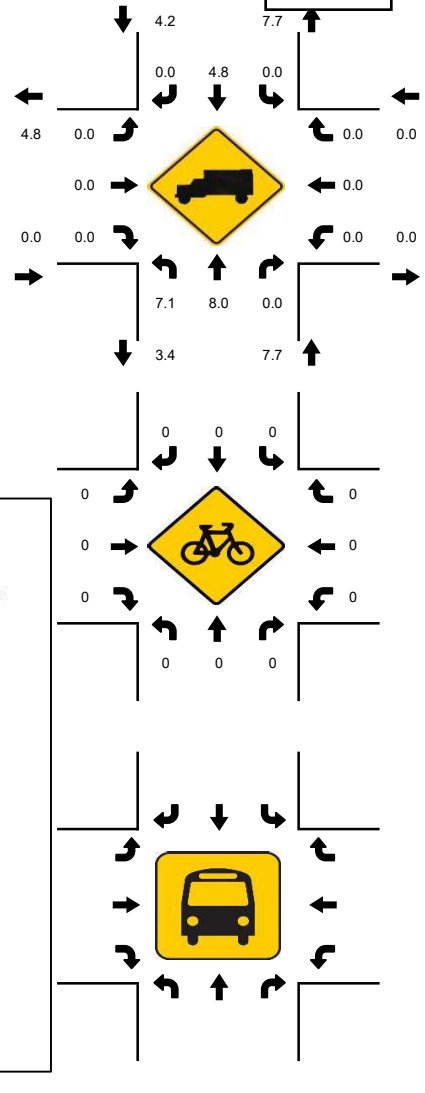
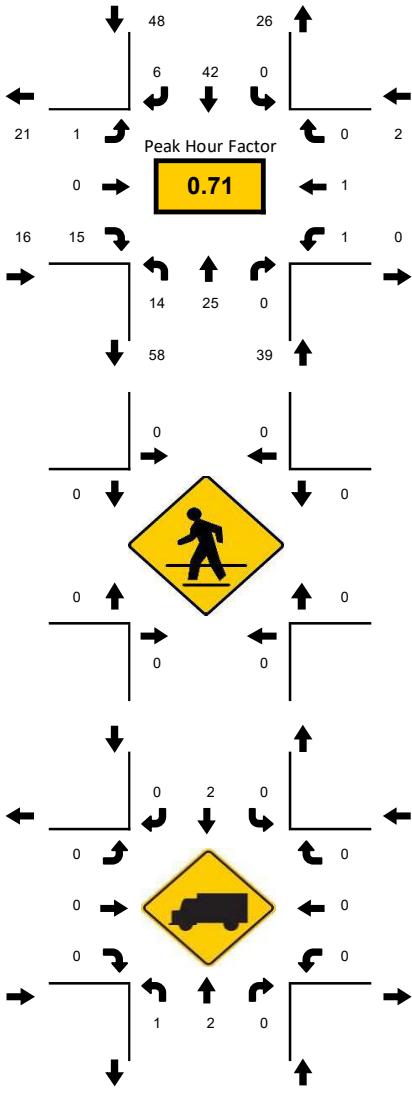
| 15-Min Count Period Beginning At | US 17/SR 35 Northbound | | | | | US 17/SR 35 Southbound | | | | | Tropicana Dr Eastbound | | | | | Tropicana Dr Westbound | | | | | Total | Hourly Total |
|----------------------------------|------------------------|------|-----|----|----|------------------------|------|-----|----|----|------------------------|------|-----|---|----|------------------------|------|-----|---|----|-------|--------------|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 6 | 250 | 0 | 2 | | 0 | 243 | 0 | 4 | | 2 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 510 | 1886 |
| 4:15 PM | 6 | 247 | 0 | 4 | | 0 | 201 | 0 | 0 | | 1 | 0 | 2 | 0 | | 0 | 0 | 0 | 0 | | 461 | 1886 |
| 4:30 PM | 1 | 246 | 0 | 1 | | 0 | 204 | 0 | 5 | | 0 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 460 | 1903 |
| 4:45 PM | 1 | 255 | 0 | 4 | | 0 | 189 | 1 | 2 | | 0 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 455 | 1872 |
| 5:00 PM | 1 | 287 | 0 | 0 | | 0 | 210 | 0 | 1 | | 2 | 0 | 9 | 0 | | 0 | 0 | 0 | 0 | | 510 | 1843 |
| 5:15 PM | 3 | 258 | 0 | 0 | | 0 | 209 | 0 | 0 | | 0 | 0 | 8 | 0 | | 0 | 0 | 0 | 0 | | 478 | 1333 |
| 5:30 PM | 2 | 250 | 0 | 1 | | 0 | 169 | 0 | 1 | | 3 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 429 | 855 |
| 5:45 PM | 1 | 232 | 0 | 0 | | 0 | 188 | 2 | 2 | | 0 | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | | 426 | 426 |
| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 12 | 1148 | 0 | 16 | | 0 | 840 | 4 | 20 | | 8 | 0 | 36 | 0 | | 0 | 0 | 0 | 0 | | 2084 | |
| Heavy Trucks | 0 | 144 | 0 | 0 | | 0 | 96 | 0 | 0 | | 0 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 244 | |
| Pedestrians | | 0 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 0 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 4 | |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | 0 | |

Peak-Hour: 07:15 AM - 08:15 AM
 Peak 15-Minute: 08:00 AM - 08:15 AM

Peak Hour Factor
0.71



National Data & Surveying Services



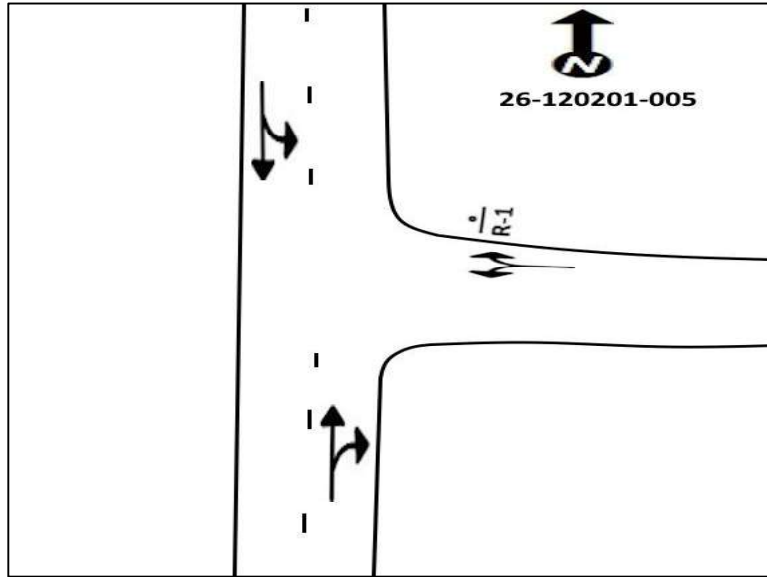
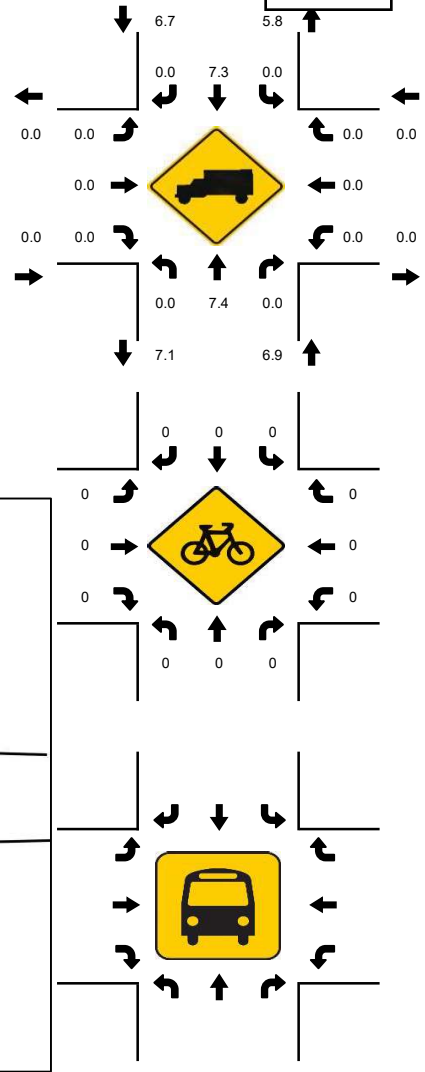
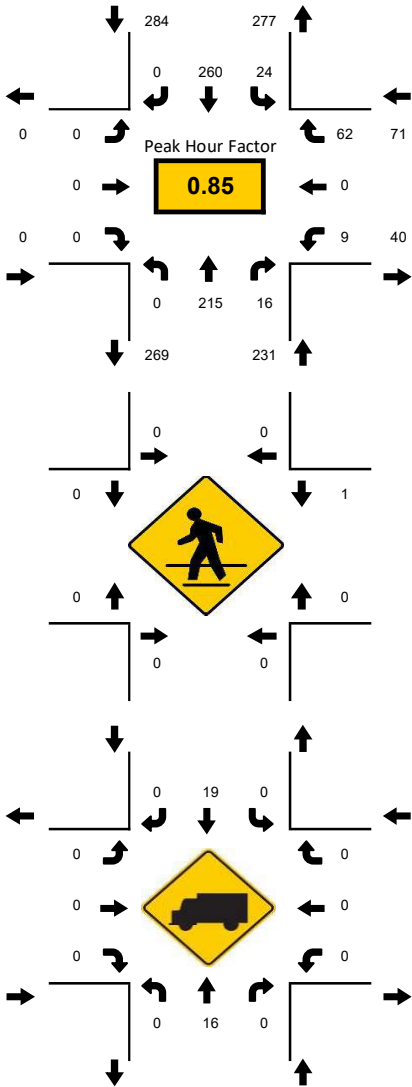
| 15-Min Count Period Beginning At | Heard Bridge Rd Northbound | | | | | Heard Bridge Rd Southbound | | | | | K D Revell Rd Eastbound | | | | | K D Revell Rd Westbound | | | | | Total | Hourly Total |
|----------------------------------|----------------------------|------|-----|---|----|----------------------------|------|-----|---|----|-------------------------|------|-----|---|----|-------------------------|------|-----|---|----|-------|--------------|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 0 | 6 | 0 | 0 | | 0 | 10 | 0 | 0 | | 0 | 0 | 2 | 0 | | 0 | 0 | 0 | 0 | | 18 | 86 |
| 7:15 AM | 4 | 3 | 0 | 0 | | 0 | 12 | 1 | 0 | | 0 | 0 | 3 | 0 | | 0 | 0 | 0 | 0 | | 23 | 105 |
| 7:30 AM | 1 | 6 | 0 | 0 | | 0 | 9 | 1 | 0 | | 0 | 0 | 1 | 0 | | 0 | 0 | 0 | 0 | | 18 | 101 |
| 7:45 AM | 5 | 8 | 0 | 0 | | 0 | 10 | 2 | 0 | | 0 | 0 | 1 | 0 | | 1 | 0 | 0 | 0 | | 27 | 104 |
| 8:00 AM | 4 | 8 | 0 | 0 | | 0 | 11 | 2 | 0 | | 1 | 0 | 10 | 0 | | 0 | 1 | 0 | 0 | | 37 | 97 |
| 8:15 AM | 0 | 3 | 0 | 0 | | 0 | 9 | 1 | 0 | | 2 | 0 | 4 | 0 | | 0 | 0 | 0 | 0 | | 19 | 60 |
| 8:30 AM | 0 | 7 | 0 | 0 | | 0 | 11 | 0 | 0 | | 1 | 0 | 2 | 0 | | 0 | 0 | 0 | 0 | | 21 | 41 |
| 8:45 AM | 0 | 6 | 0 | 0 | | 0 | 13 | 1 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 20 | 20 |
| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 20 | 32 | 0 | 0 | | 0 | 48 | 8 | 0 | | 4 | 0 | 40 | 0 | | 4 | 4 | 0 | 0 | | 160 | |
| Heavy Trucks | 4 | 4 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 12 | |
| Pedestrians | | 0 | | | | | 0 | | | | | 0 | | | | | 0 | | | | 0 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Buses | | | | | | | | | | | | | | | | | | | | | 0 | |
| Stopped Buses | | | | | | | | | | | | | | | | | | | | | 0 | |

Peak-Hour: 07:00 AM - 08:00 AM
 Peak 15-Minute: 07:15 AM - 07:30 AM

Peak Hour Factor
0.85



National Data & Surveying Services



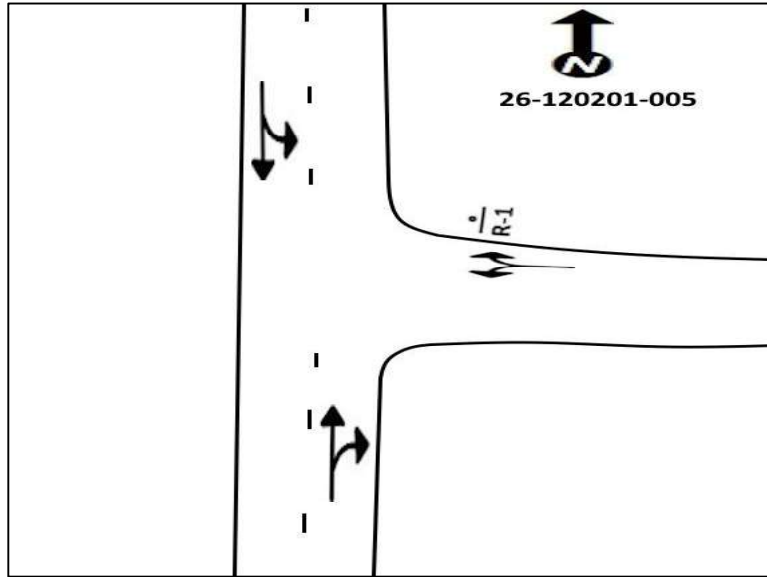
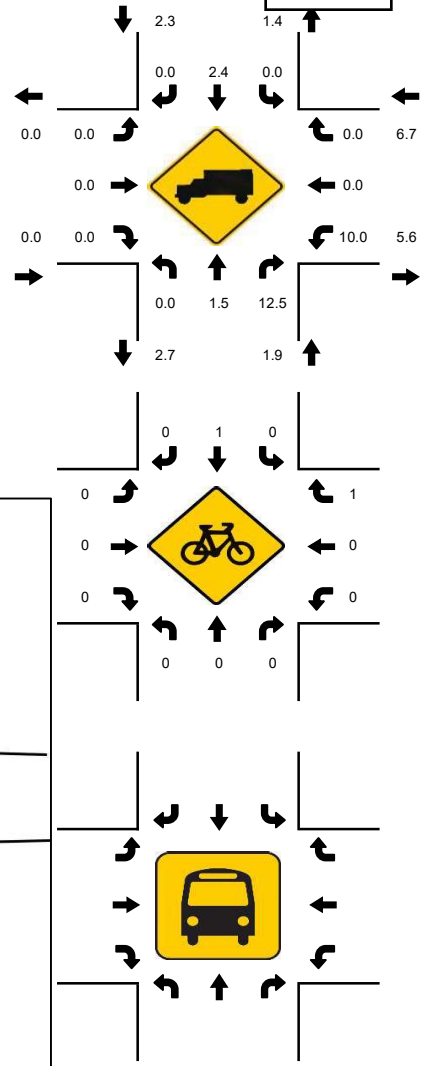
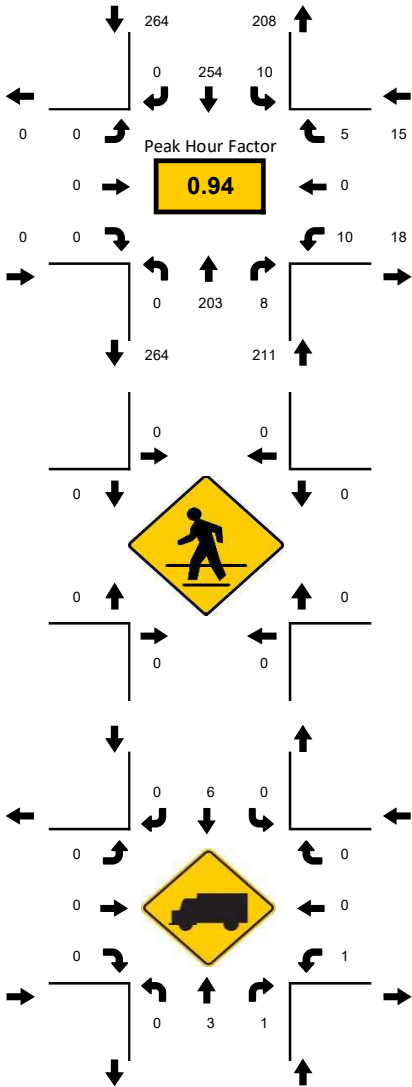
| 15-Min Count Period Beginning At | N Florida Ave Northbound | | | | | N Florida Ave Southbound | | | | | Bell St Eastbound | | | | | Bell St Westbound | | | | | Total | Hourly Total |
|----------------------------------|--------------------------|------|-----|---|----|--------------------------|------|-----|---|----|-------------------|------|-----|---|----|-------------------|------|-----|---|----|-------|--------------|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 7:00 AM | 0 | 63 | 5 | 0 | | 10 | 58 | 0 | 0 | | 0 | 0 | 0 | 0 | | 3 | 0 | 25 | 0 | | 164 | 586 |
| 7:15 AM | 0 | 58 | 4 | 0 | | 10 | 69 | 0 | 0 | | 0 | 0 | 0 | 0 | | 4 | 0 | 27 | 0 | | 172 | 543 |
| 7:30 AM | 0 | 56 | 3 | 0 | | 3 | 68 | 0 | 0 | | 0 | 0 | 0 | 0 | | 1 | 0 | 3 | 0 | | 134 | 467 |
| 7:45 AM | 0 | 38 | 4 | 0 | | 1 | 65 | 0 | 0 | | 0 | 0 | 0 | 0 | | 1 | 0 | 7 | 0 | | 116 | 405 |
| 8:00 AM | 0 | 49 | 1 | 0 | | 0 | 65 | 0 | 0 | | 0 | 0 | 0 | 0 | | 4 | 0 | 2 | 0 | | 121 | 348 |
| 8:15 AM | 0 | 26 | 2 | 0 | | 3 | 61 | 0 | 0 | | 0 | 0 | 0 | 0 | | 2 | 0 | 2 | 0 | | 96 | 227 |
| 8:30 AM | 0 | 39 | 0 | 0 | | 0 | 30 | 0 | 0 | | 0 | 0 | 0 | 0 | | 1 | 0 | 2 | 0 | | 72 | 131 |
| 8:45 AM | 0 | 18 | 2 | 0 | | 0 | 33 | 0 | 0 | | 0 | 0 | 0 | 0 | | 3 | 0 | 3 | 0 | | 59 | 59 |
| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 0 | 252 | 20 | 0 | | 40 | 276 | 0 | 0 | | 0 | 0 | 0 | 0 | | 16 | 0 | 108 | 0 | | 712 | |
| Heavy Trucks | 0 | 32 | 0 | 0 | | 0 | 24 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 56 | |
| Pedestrians | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 4 | 0 | 0 | 0 | | 4 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Buses | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Stopped Buses | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |

Peak-Hour: 05:00 PM - 06:00 PM
 Peak 15-Minute: 05:00 PM - 05:15 PM

Peak Hour Factor
0.94



National Data & Surveying Services



| 15-Min Count Period Beginning At | N Florida Ave Northbound | | | | | N Florida Ave Southbound | | | | | Bell St Eastbound | | | | | Bell St Westbound | | | | | Total | Hourly Total |
|----------------------------------|--------------------------|------|-----|---|----|--------------------------|------|-----|---|----|-------------------|------|-----|---|----|-------------------|------|-----|---|----|-------|--------------|
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| 4:00 PM | 0 | 56 | 5 | 0 | | 3 | 53 | 0 | 0 | | 0 | 0 | 0 | 0 | | 5 | 0 | 2 | 0 | | 124 | 416 |
| 4:15 PM | 0 | 37 | 1 | 0 | | 1 | 38 | 0 | 0 | | 0 | 0 | 0 | 0 | | 2 | 0 | 2 | 0 | | 81 | 423 |
| 4:30 PM | 0 | 40 | 4 | 0 | | 1 | 60 | 0 | 0 | | 0 | 0 | 0 | 0 | | 7 | 0 | 5 | 0 | | 117 | 465 |
| 4:45 PM | 0 | 40 | 6 | 0 | | 0 | 43 | 0 | 0 | | 0 | 0 | 0 | 0 | | 4 | 0 | 1 | 0 | | 94 | 479 |
| 5:00 PM | 0 | 57 | 2 | 0 | | 1 | 67 | 0 | 0 | | 0 | 0 | 0 | 0 | | 3 | 0 | 1 | 0 | | 131 | 490 |
| 5:15 PM | 0 | 53 | 2 | 0 | | 2 | 59 | 0 | 0 | | 0 | 0 | 0 | 0 | | 3 | 0 | 4 | 0 | | 123 | 359 |
| 5:30 PM | 0 | 45 | 3 | 0 | | 4 | 76 | 0 | 0 | | 0 | 0 | 0 | 0 | | 3 | 0 | 0 | 0 | | 131 | 236 |
| 5:45 PM | 0 | 48 | 1 | 0 | | 3 | 52 | 0 | 0 | | 0 | 0 | 0 | 0 | | 1 | 0 | 0 | 0 | | 105 | 105 |
| Peak 15-Min Flowrates | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | Total | |
| | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | Left | Thru | Rgt | U | R* | | |
| All Vehicles | 0 | 228 | 12 | 0 | | 16 | 304 | 0 | 0 | | 0 | 0 | 0 | 0 | | 12 | 0 | 16 | 0 | | 588 | |
| Heavy Trucks | 0 | 8 | 4 | 0 | | 0 | 8 | 0 | 0 | | 0 | 0 | 0 | 0 | | 4 | 0 | 0 | 0 | | 24 | |
| Pedestrians | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Bicycles | 0 | 0 | 0 | 0 | | 0 | 4 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 4 | 0 | | 8 | |
| Buses | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |
| Stopped Buses | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 | |

2025 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 0600 HARDEE COUNTYWIDE

Item # 4.

| WEEK | DATES | SF | MOCF: 0.95 PSCF |
|------|-------------------------|------|--------------------|
| 1 | 01/01/2025 - 01/04/2025 | 0.96 | 1.01 |
| 2 | 01/05/2025 - 01/11/2025 | 1.01 | 1.06 |
| 3 | 01/12/2025 - 01/18/2025 | 1.06 | 1.12 |
| 4 | 01/19/2025 - 01/25/2025 | 1.03 | 1.08 |
| 5 | 01/26/2025 - 02/01/2025 | 1.01 | 1.06 |
| * 6 | 02/02/2025 - 02/08/2025 | 0.98 | 1.03 |
| * 7 | 02/09/2025 - 02/15/2025 | 0.95 | 1.00 |
| * 8 | 02/16/2025 - 02/22/2025 | 0.94 | 0.99 |
| * 9 | 02/23/2025 - 03/01/2025 | 0.94 | 0.99 |
| *10 | 03/02/2025 - 03/08/2025 | 0.93 | 0.98 |
| *11 | 03/09/2025 - 03/15/2025 | 0.92 | 0.97 |
| *12 | 03/16/2025 - 03/22/2025 | 0.92 | 0.97 |
| *13 | 03/23/2025 - 03/29/2025 | 0.93 | 0.98 |
| *14 | 03/30/2025 - 04/05/2025 | 0.94 | 0.99 |
| *15 | 04/06/2025 - 04/12/2025 | 0.95 | 1.00 |
| *16 | 04/13/2025 - 04/19/2025 | 0.96 | 1.01 |
| *17 | 04/20/2025 - 04/26/2025 | 0.97 | 1.02 |
| *18 | 04/27/2025 - 05/03/2025 | 0.99 | 1.04 |
| 19 | 05/04/2025 - 05/10/2025 | 1.00 | 1.05 |
| 20 | 05/11/2025 - 05/17/2025 | 1.02 | 1.07 |
| 21 | 05/18/2025 - 05/24/2025 | 1.03 | 1.08 |
| 22 | 05/25/2025 - 05/31/2025 | 1.05 | 1.11 |
| 23 | 06/01/2025 - 06/07/2025 | 1.06 | 1.12 |
| 24 | 06/08/2025 - 06/14/2025 | 1.08 | 1.14 |
| 25 | 06/15/2025 - 06/21/2025 | 1.09 | 1.15 |
| 26 | 06/22/2025 - 06/28/2025 | 1.09 | 1.15 |
| 27 | 06/29/2025 - 07/05/2025 | 1.09 | 1.15 |
| 28 | 07/06/2025 - 07/12/2025 | 1.09 | 1.15 |
| 29 | 07/13/2025 - 07/19/2025 | 1.09 | 1.15 |
| 30 | 07/20/2025 - 07/26/2025 | 1.08 | 1.14 |
| 31 | 07/27/2025 - 08/02/2025 | 1.07 | 1.13 |
| 32 | 08/03/2025 - 08/09/2025 | 1.06 | 1.12 |
| 33 | 08/10/2025 - 08/16/2025 | 1.05 | 1.11 |
| 34 | 08/17/2025 - 08/23/2025 | 1.05 | 1.11 |
| 35 | 08/24/2025 - 08/30/2025 | 1.05 | 1.11 |
| 36 | 08/31/2025 - 09/06/2025 | 1.05 | 1.11 |
| 37 | 09/07/2025 - 09/13/2025 | 1.05 | 1.11 |
| 38 | 09/14/2025 - 09/20/2025 | 1.05 | 1.11 |
| 39 | 09/21/2025 - 09/27/2025 | 1.03 | 1.08 |
| 40 | 09/28/2025 - 10/04/2025 | 1.01 | 1.06 |
| 41 | 10/05/2025 - 10/11/2025 | 1.00 | 1.05 |
| 42 | 10/12/2025 - 10/18/2025 | 0.98 | 1.03 |
| 43 | 10/19/2025 - 10/25/2025 | 0.98 | 1.03 |
| 44 | 10/26/2025 - 11/01/2025 | 0.98 | 1.03 |
| 45 | 11/02/2025 - 11/08/2025 | 0.98 | 1.03 |
| 46 | 11/09/2025 - 11/15/2025 | 0.98 | 1.03 |
| 47 | 11/16/2025 - 11/22/2025 | 0.97 | 1.02 |
| 48 | 11/23/2025 - 11/29/2025 | 0.97 | 1.02 |
| 49 | 11/30/2025 - 12/06/2025 | 0.96 | 1.01 |
| 50 | 12/07/2025 - 12/13/2025 | 0.96 | 1.01 |
| 51 | 12/14/2025 - 12/20/2025 | 0.96 | 1.01 |
| 52 | 12/21/2025 - 12/27/2025 | 1.01 | 1.06 |
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* PEAK SEASON

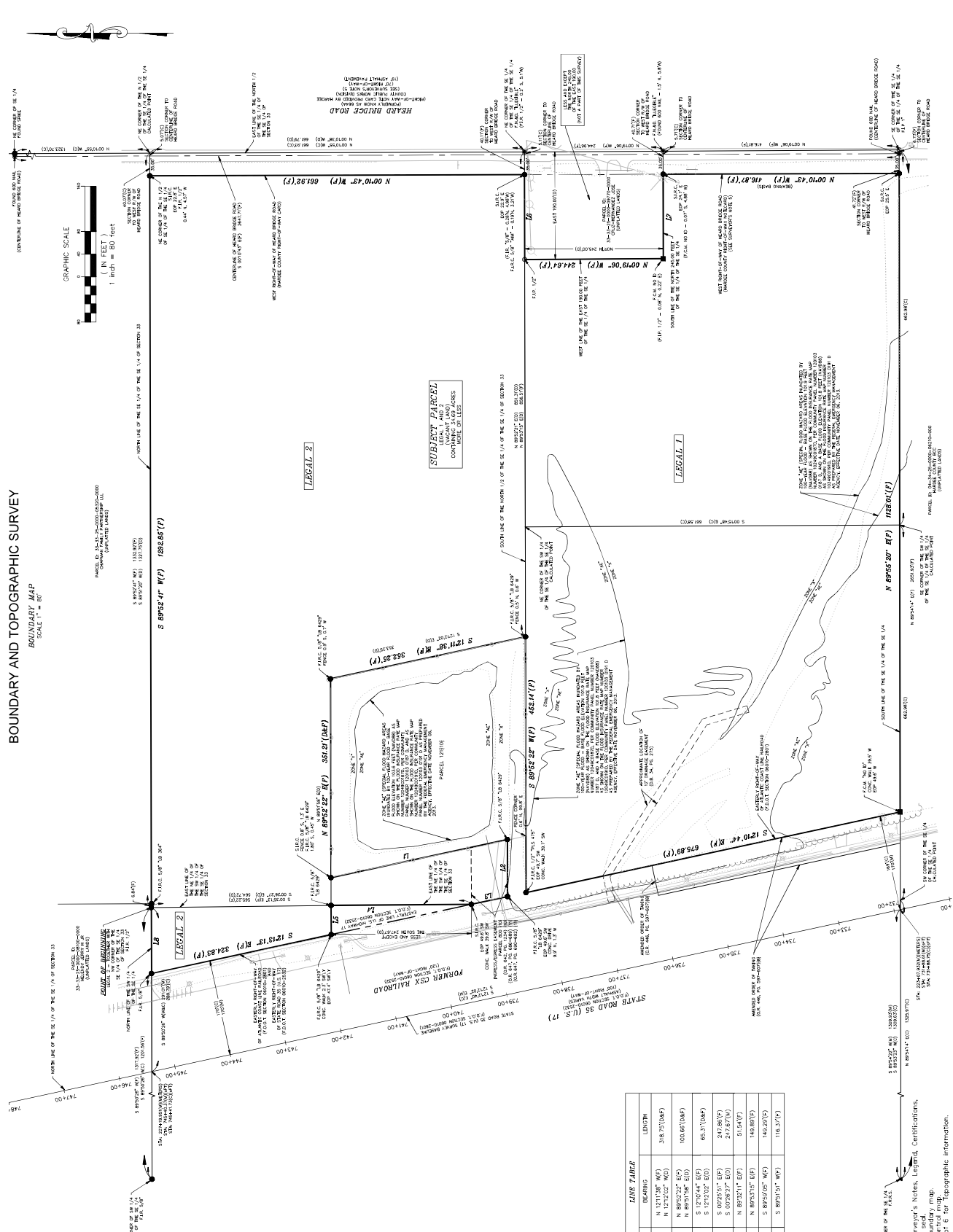
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SURVEY

Item # 4.



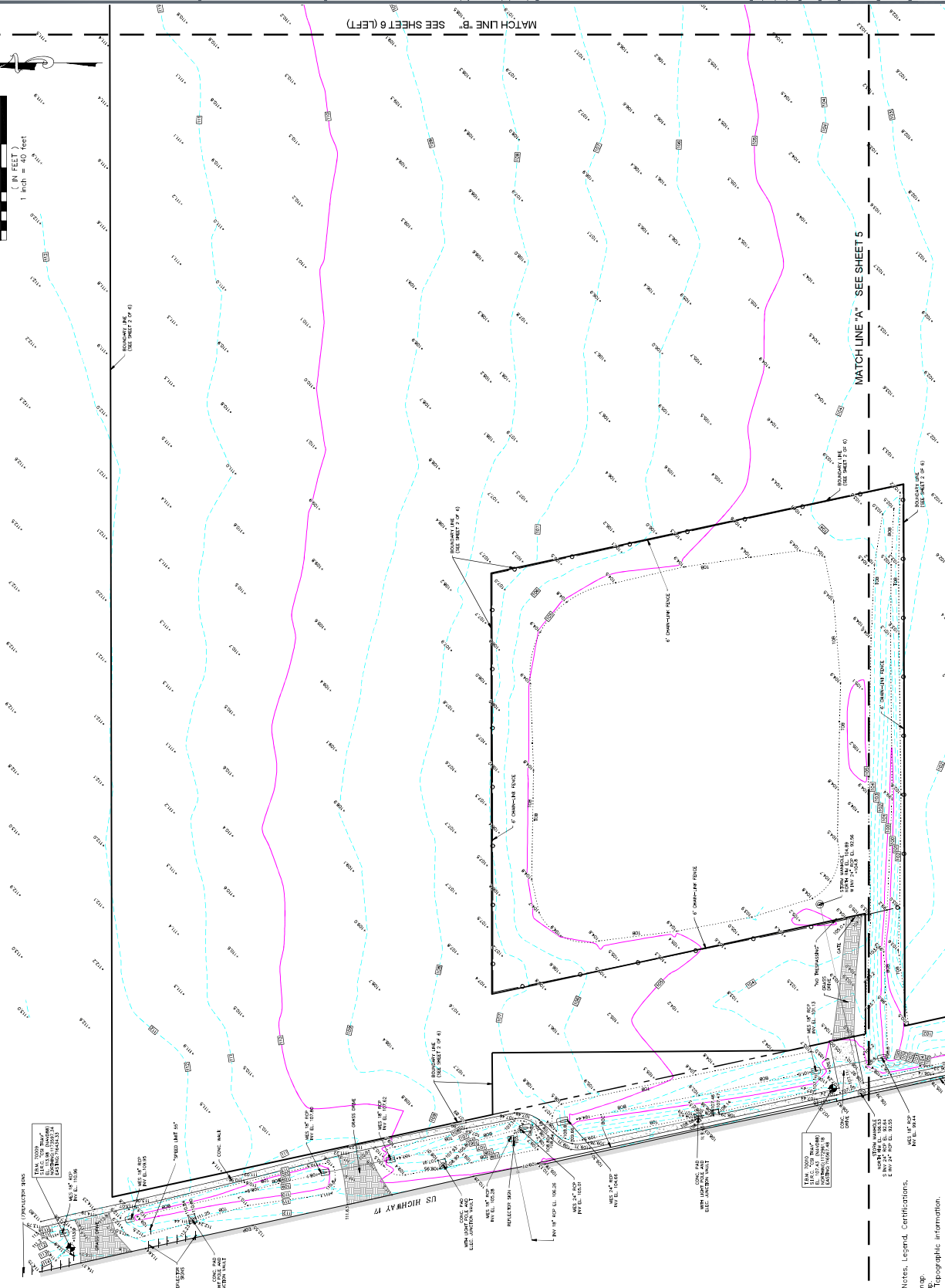
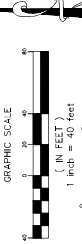
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HARDEE COUNTY BOARD
OF COUNTY COMMISSIONERS
SURVEY OF A PORTION OF SECTION 33,
HARDEE COUNTY, FLORIDA

SEC. TOWNSHIP RANGE
33 3SS 2SE
COUNTY HARDEE
FIELD BY: C. SMITH,
P. AMMERMAN
DATE: 10/14/2024
FIELD BOOK & PALE
800.71
980.0006.15
980.0006.16
980.0006.17
980.0006.18

Item # 4.

BOUNDARY AND TOPOGRAPHIC SURVEY
TOPOGRAPHIC LOCATIONS SHEET
SCALE 1" = 40'



SURVEYOR'S NOTES:
See sheet 1 of 6 for Surveyor's Notes, Legend, Certifications,
Surveyor's signature and seal.
See sheet 2 of 6 for Control map.
See sheet 3 of 6 for Control map.
See sheet 4 through 6 of 6 for Topographic information.

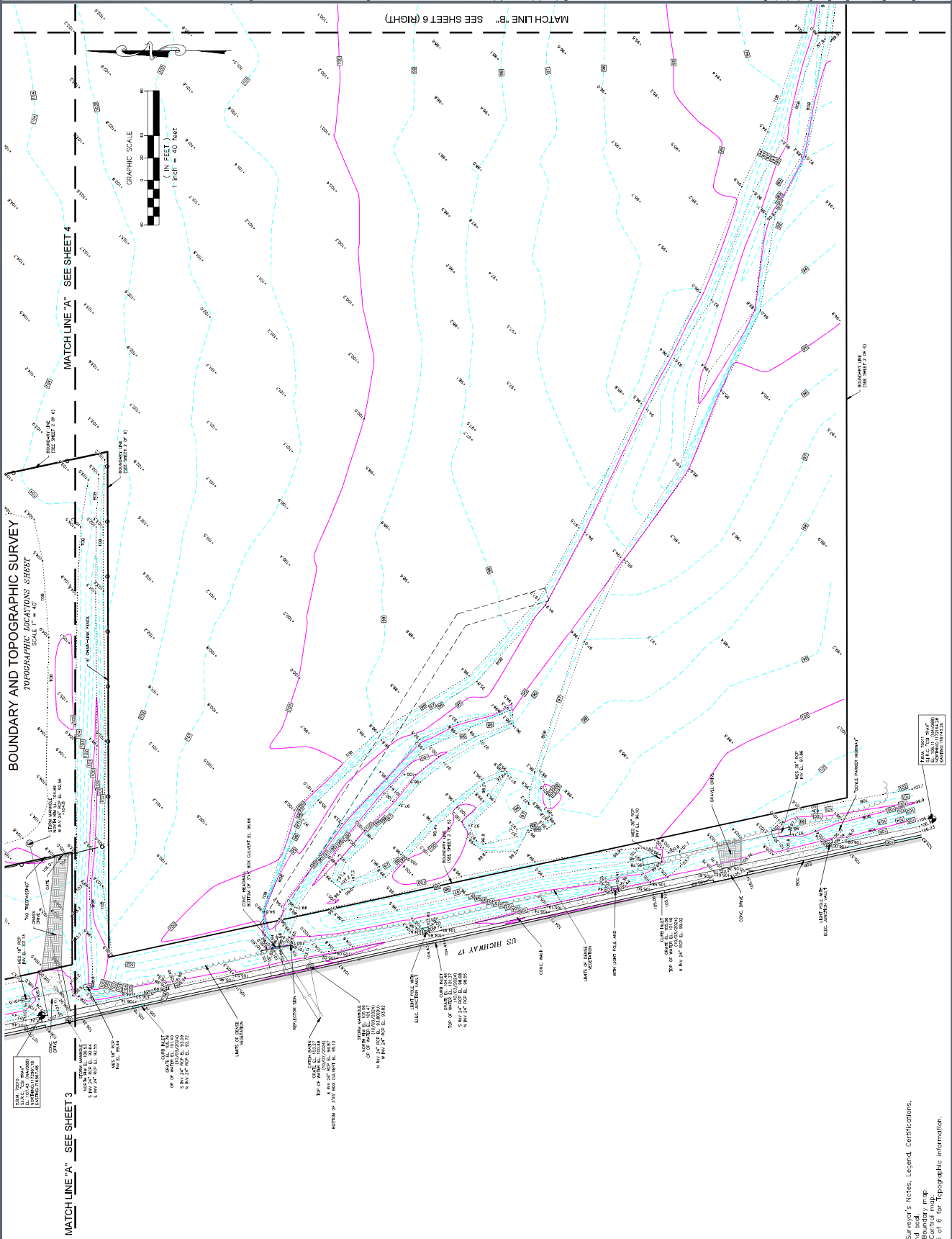
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|--------|------|-------------|
| | | |
| | | |
| | | |

HARDEE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 SURVEY OF A PORTION OF SECTION 33,
 HARDEE COUNTY, FLORIDA

SEC. TOWNSHIP RANGE
 33 3SS 2SE
 COUNTY HARDEE
 FIELD BY C. SMITH,
 P. AMMERMAN
 DATE 10/14/2024
 FIELD BOOK & PALE
 807.71
 808.0206.15
 808.0206.16
 808.0206.17

PROJECT NUMBER
 10465.01
 SHEET NUMBER
 V-04
 SHEET 04

Item # 4.



SURVEYOR'S NOTES:
 See sheet 1 of 6 for Surveyor's Notes, Legend, Certifications,
 Surveyor's signature and seal.
 See sheet 2 of 6 for Control map.
 See sheet 3 of 6 for Control map.
 See sheet 4 through 6 of 6 for Topographic information.

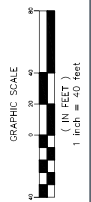
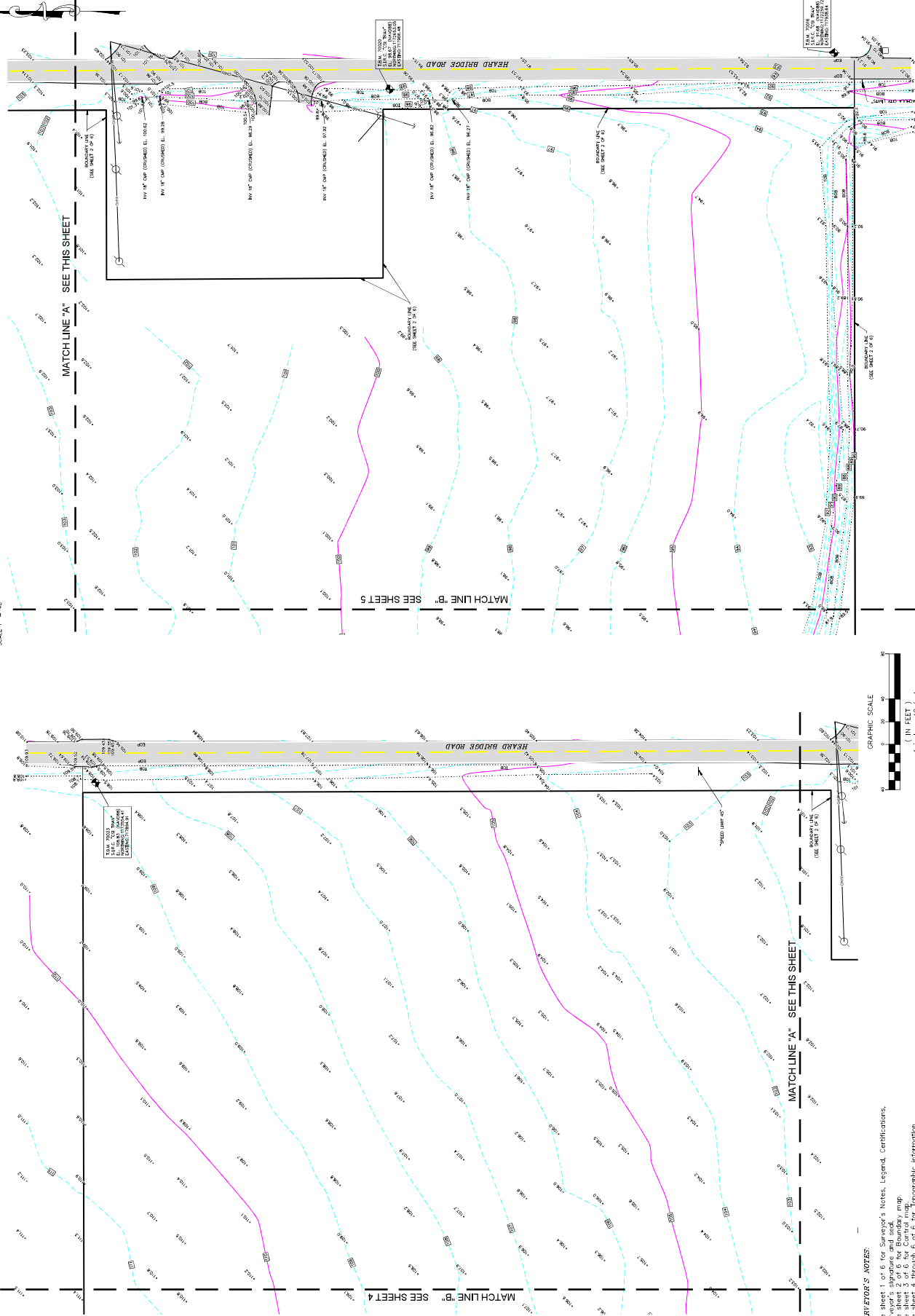
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|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

HARDEE COUNTY BOARD
OF COUNTY COMMISSIONERS
OF BOUNDARY AND TOPOGRAPHIC
SURVEY OF A PORTION OF SECTION 33,
HARDEE COUNTY, FLORIDA

SEC. TOWNSHIP RANGE
33 3SS 25E
COUNTY HARDEE
FIELD BY: C. SMITH,
PAVEMENT
DATE: 10/14/2024
FIELD BOOK & PALE
802.71
800.0006.15
PROJECT NUMBER
10846.01
SHEET NUMBER
V-06
SHEET 6

Item # 4.

BOUNDARY AND TOPOGRAPHIC SURVEY
TOPOGRAPHIC LOCATIONS SHEET
SCALE 1" = 40'



SURVEYOR'S NOTES:
See sheet 1 of 6 for Surveyor's Notes, Legend, Certifications,
Surveyor's signature and seal.
See sheet 2 of 6 for Control map.
See sheet 3 of 6 for Control map.
See sheet 4 through 6 of 6 for Topographic information.

LEGAL DESCRIPTION

Description: (As Surveyed Description)

A parcel of land being a portion of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence South 89°51'51" West along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 33, 116.37 feet to the intersection with the Easterly right-of-way line of State Road 35 (U.S. 17), as depicted on the Florida Department of Transportation right-of-way Map Section Number 06010-2532; thence South 12°13'13" East along said Easterly right-of-way line, 324.83 feet to the intersection with the North line of the South 247.67 feet of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence North 89°32'11" East, 51.54 feet to the East line of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence South 00°25'51" East along said East line, 247.86 feet to the intersection with said Easterly right-of-way line of State Road 35 (U.S. 17); thence South 12°10'44" East along said Easterly right-of-way line, 65.31 feet to the intersection with the North line of "Parcel 121" as described in Official Records book 642, pages 1234 through 1238, Public Records of Hardee County, Florida; thence North 89°52'52" East along said North Line, 100.66 feet to the Westerly line of said "Parcel 121", thence North 12°11'38" West along said Westerly line, 318.75 feet to the North line of said "Parcel 121"; thence North 89°52'22" East along said North line, 351.21 feet to the Northeast corner of said "Parcel 121"; thence South 12°11'38" East along the Easterly line of said "Parcel 121", 352.25 feet to the South line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence South 89°52'22" West along said South line, 452.14 feet to the intersection with said Easterly right-of-way line of State Road 35 (U.S. 17); thence South 12°10'44" East along said Easterly right-of-way line, 675.89 feet to the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence North 89°55'20" East along said South line, 1128.01 feet to the intersection with the West right-of-way line of Heard Bridge Road, having a 70 foot right-of-way based on the right-of-way notecard provided by Hardee County Public Works Division; thence North 00°10'43" West along said West right-of-way line, 416.87 feet to the South line the North 245.00 feet of the Southeast 1/4 of the Southeast 1/4; thence South 89°59'05" West along said South line, 149.29 feet to the West line of the East 190.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence North 00°19'06" West along said West line, 244.64 feet to the South line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence North 89°53'15" East along said South line, 149.89 feet to the intersection with said West right-of-way line of Heard Bridge Road; thence North 00°10'43" West along said West right-of-way line, 661.92 feet to the intersection with the North line of the Southeast 1/4 if the Southeast 1/4 of said Section 33; thence South 89°52'41" West along said North line, 1292.85 feet to the POINT OF BEGINNING.

Said parcel containing 34.69 acres more or less.

Description: (Title commitment number 2024020175)

Legal 1:

The SW 1/4 of the SE 1/4 of the SE 1/4, LESS Railroad right-of-way. AND The SE 1/4 of the SE 1/4 of the SE 1/4 LESS the North 245.00 feet of the East 190.00 feet thereof and subject to road right of way. All in Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

Legal 2:

All that part of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 lying Easterly of U.S. Highway No. 17 right of way, and LESS Atlantic Coast Line Railroad right of way and LESS the South 247.67 feet thereof, lying in Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

Together with:

A portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows: Begin at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence S 00°26'27" E, a distance of 564.72 feet to a point on the Easterly right of way line of U.S. Highway No. 17; thence S 12°12'02" E along said Easterly right of way line, a distance of 65.31 feet; thence N 89°51'58" E a distance of 100.66 feet; thence North 12°12'02" W a distance of 318.75 feet; thence N 89°51'58" E a distance of 351.21 feet; thence S 12°12'02" E, a distance of 353.25 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N 89°52'21" E along said South line, a distance of 851.31 feet to the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N 00°10'38" W along the East line of the Southeast 1/4 of said Section 33, a distance of 661.79 feet to the Northeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence S 89°51'20" W along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 33, distance of 1327.75 feet to the Point of Beginning. LESS AND EXCEPT road right-of-way on the East side for Heard Bridge Road.

NATURAL RESOURCE ASSESSMENT

NATURAL RESOURCE ASSESSMENT

Hardee County
Sheriff Station

Wauchula, FL

February 2026



Hardee County Board of County Commissioners
412 W Orange St, Room 103
Wauchula, FL 33873

Kimley»Horn

046376025

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109 South Kentucky Avenue

Lakeland, Florida 33801

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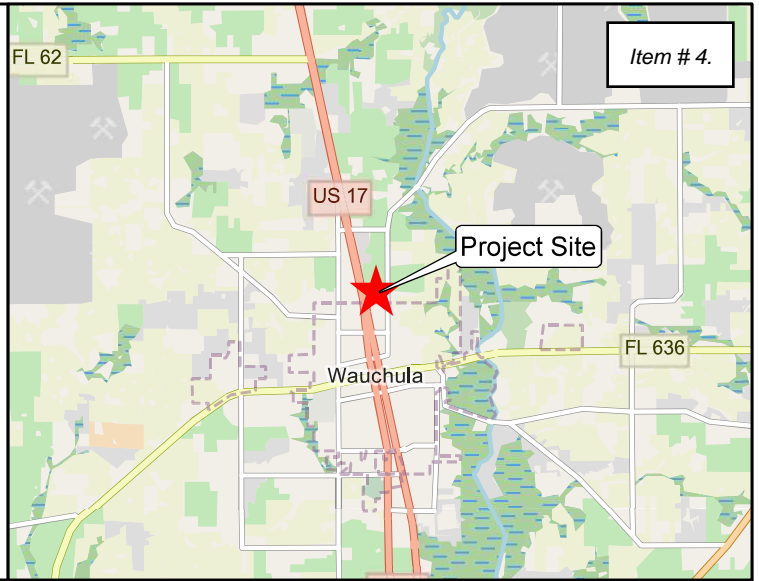
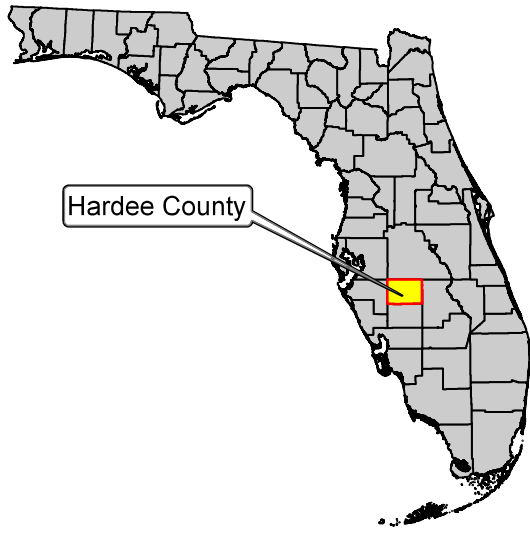
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1.0 INTRODUCTION


The following technical memorandum summarizes a review of readily available documentation and the results of field reconnaissance conducted at the project site. The purpose of this Natural Resource Assessment (NRA) is to characterize the existing conditions of the property relative to threatened and endangered species and their habitat, ecological communities, land cover and vegetation, wetlands, soils, hydrology, archaeological and historical resources, and floodplains.

The scope of this assessment included review of readily available information from public databases as described in **Section 2.0 Methodology** and field reconnaissance to evaluate the environmental conditions of the site and future permit requirements if development or modifications to the project site were to proceed.

The project site is located in Section 33, Township 33 South and Range 25 East in Wauchula, Hardee County, Florida. The 35.18-acre project site consists of two (2) contiguous parcels of land (Parcel ID 33-33-25-0000-08410-0000 and 33-33-25-0000-09780-0000) along the east side of US Highway 17, west of Heard Bridge Road. A location map of the project site is attached as **Figure 1**. A portion of the U.S. Geological Service (USGS) Quadrangle Map depicting the location of the proposed project site is attached as **Figure 2**.



Legend

 Project Boundary (35.18 ac.)

0 300 600 Feet



Kimley»Horn

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 109 S Kentucky Ave, Lakeland, FL 33801
 Phone (863) 620-1460
 www.kimley-horn.com

Project Location Map

**Hardee County Sheriff Station
 Hardee County, Florida**

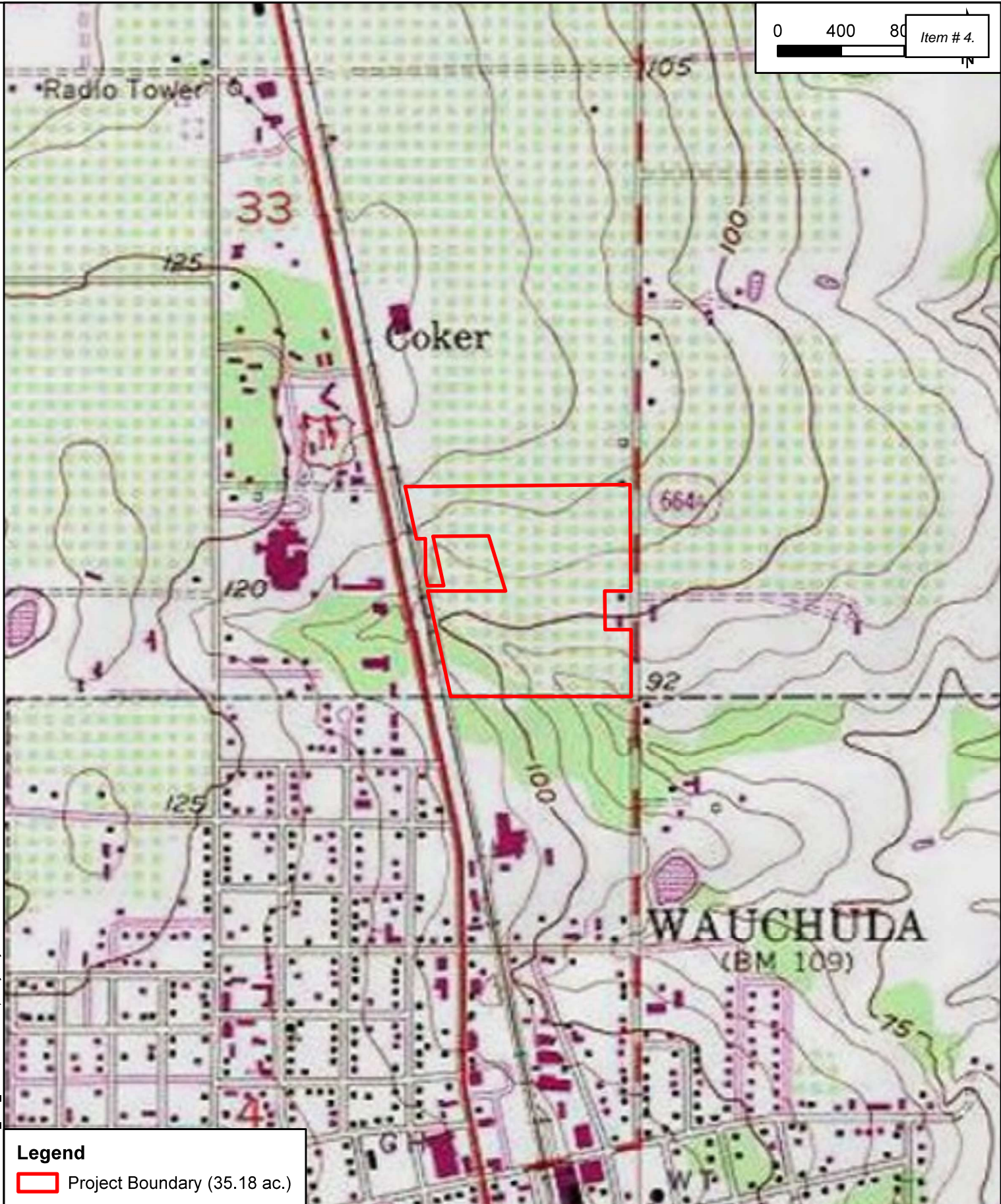
1 IN = 600 FT

PROJECT NUMBER: 046376025

FEBRUARY 2026


FIGURE

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Folder: K:\LAK_GIS_Environmental\Temporary Project Files\Hardee Sheriff Station\GIS

Legend

 Project Boundary (35.18 ac.)

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USGS 7.5 Minute Quadrangle Topographic Map - City, FL

**Hardee County Sheriff Station
Hardee County, Florida**

1 IN = 800 FT

PROJECT NUMBER: 046376025

FEBRUARY 2026

FIGURE

2.0 METHODOLOGY

The methodology for this assessment included a review of the following resources:

- Florida Natural Areas Inventory (FNAI) Biodiversity Matrix (<https://www.fnai.org/Biodiversity-Matrix-Intro>)
- Various Geographic Information System (GIS) data layers from the U.S. Fish and Wildlife Service (USFWS), U.S. Geological Survey (USGS), Florida Fish and Wildlife Conservation Commission (FWC) [(<https://myfwc.com/wildlifehabitats/wildlife/bba/map-info/>) and (<https://geodata.myfwc.com/datasets/eb20bf44aeaa44a8ab4a47cd4329c6b6/explore?location=27.754332%2C-83.751000%2C7.59>)]
- USFWS IPaC data (<https://ecos.fws.gov/ipac/>)
- U.S. Department of Agriculture (USDA) / Natural Resources Conservation Service (NRCS) *Soil Survey of Hardee County, Florida* (<http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>)
- USFWS National Wetlands Inventory (NWI) Maps (<http://www.fws.gov/wetlands/Data/mapper.html>)
- Southwest Florida Water Management District Interactive GIS Map
- Florida Department of Environmental Protection (FDEP) MapDirect GIS
- Hardee County Land Development Code
- Chapter 62-340, Florida Administrative Code (FAC) and the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual

Field reconnaissance was conducted on January 16th, 2026. A Kimley-Horn biologist inspected the project site by walking representative transects, observing the state and conditions of the site itself, and adjacent properties as visible from the project site.

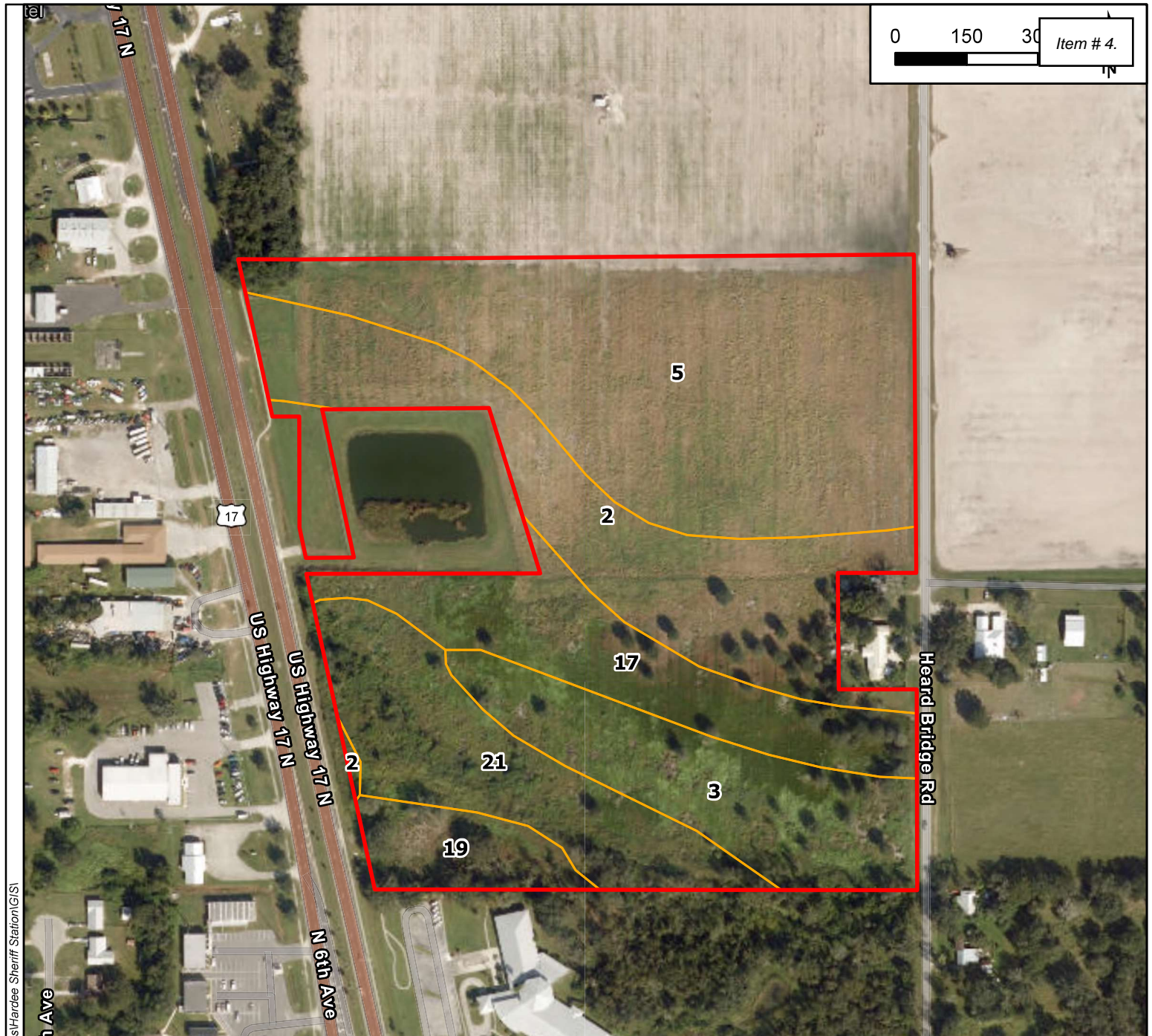
3.0 EXISTING CONDITIONS

3.1 SOILS

The USDA / NRCS *Soil Survey of Hardee County, Florida* maps the project site with the following soil types: (2) Zolfo Fine Sand, 0 to 2 percent slopes, (3) Ft. Green Fine Sand, 2 to 5 percent slopes, (5) Tavares Fine Sand, 0 to 5 percent slopes, (17) Smyrna Sand, 0 to 2 percent slopes, (19) Ona-Ona, Wet, Fine Sand, 0 to 2 percent slopes, and (21) Placid Fine Sand, Frequently Pondered, 0 to 1 percent slopes. Hydric soils are mapped within the southern portion of the project site, following along the small stream. A copy of the digital USDA/NRCS soils data is attached as **Figure 3** and details regarding each soil type are listed in **Table 1**.

| TABLE 1 – NRCS SOILS IDENTIFIED WITHIN THE SUBJECT PROPERTY | | | | | | |
|---|--|--|---|-------------------------|-----------------------|----------------------------|
| Soil ID No. ¹ | Soil Name | Occurrence | Characteristics | Drainage Class | Groundwater Depth | Hydric Rating ² |
| 2 | Zolfo Fine Sand, 0 to 2 percent slopes | Flatwoods on marine terraces, rises on marine terraces | Low water capacity, moderately high to high permeability | Somewhat poorly drained | About 18 to 42 inches | Non-hydric |
| 3 | Ft. Green Fine Sand, 2 to 5 percent slopes | Ridges on marine terraces | Moderate water capacity, moderately low to moderately high permeability | Poorly drained | About 6 to 18 inches | Non-hydric |
| 5 | Tavares Fine Sand, 0 to 5 percent slopes | Knolls on marine terraces, ridges on marine terraces, hills on marine terraces, flats on marine terraces | Low water capacity, high to very high permeability | Moderately well-drained | About 18 to 42 inches | Non-hydric |
| 17 | Smyrna Sand, 0 to 2 percent slopes | Flatwoods on marine terraces | Very low water capacity, moderately high to high permeability | Poorly drained | About 6 to 18 inches | Non-hydric |
| 19 | Ona-Ona, Wet, Fine Sand, 0 to 2 percent slopes | Flatwoods on marine terraces | Low water capacity, moderately high to high permeability | Poorly drained | About 6 to 18 inches | Non-hydric |
| 21 | Placid Fine Sand, Frequently Pondered, 0 to 1 percent slopes | Depressions on marine terraces | Low water capacity, high to very high permeability | Very poorly drained | About 0 inches | Hydric |

1: Reference: *Soil Survey of Hardee County* - https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/florida/FL105/0/Hardee.pdf
2: Reference: *Hydric Soils of Florida Handbook, 4th Edition, March 2007*



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Legend

Project Boundary (35.18 ac.)

Soil ID: Description

- 2: Zolfo Fine Sand, 0 to 5 Percent Slopes
- 3: Ft. Green Fine Sand, 2 to 5 Percent Slopes
- 5: Tavares Fine Sand, 0 to 5 Percent Slopes
- 17: Smyrna Sand, 0 to 2 Percent Slopes
- 19: Ona-Ona, Wet, Fine Sand, 0 to 2 Percent Slopes
- 21: Placid Fine Sand, Frequently Pondered, 0 to 1 Percent Slopes



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NRCS Soils Map

**Hardee County Sheriff Station
 Hardee County, Florida**

3.2 LAND COVER AND NATURAL COMMUNITIES

Vegetative communities on the proposed project site were identified through pedestrian transects and aerial photograph interpretation. Vegetative communities were classified using the *Florida Land Use, Cover, and Forms Classification System* (FLUCFCS, Florida Department of Transportation, 1999). A FLUCFCS map of the study area is attached as **Figure 4**. A description of the land covers included below characterizes dominant vegetation observed along random pedestrian transects and does not represent an all-inclusive vegetative inventory. The acreage provided for each land cover is approximate, based on aerial mapping and field reconnaissance.

The presence of wetlands and other surface waters was evaluated based on the Florida unified wetland delineation methodologies in accordance with Chapter 62-340, Florida Administrative Code (FAC) and the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual. These methods consider prevalence of wetland vegetation, hydric soil indicators, and wetland hydrology. Surface waters include both natural and manmade bodies of water, such as streams, lakes, ponds, canals, and ditches. Based on an assessment of the vegetative communities, hydrologic conditions, and soils observed during on-site reconnaissance, it was determined that one surface water system exists in the project site.

FLUCFCS 190 – OPEN LAND (17.58 AC.)

This land use description applies to the northern parcel. Previously this land was used for citrus groves since the 1950s. Currently, the land appears somewhat fallow, and the vegetation is dominated by barnyard grass (*Echinochloa crus-galli*) as well as sparse dog fennel (*Eupatorium capillifolium*) and caesarweed (*Urena lobota*).

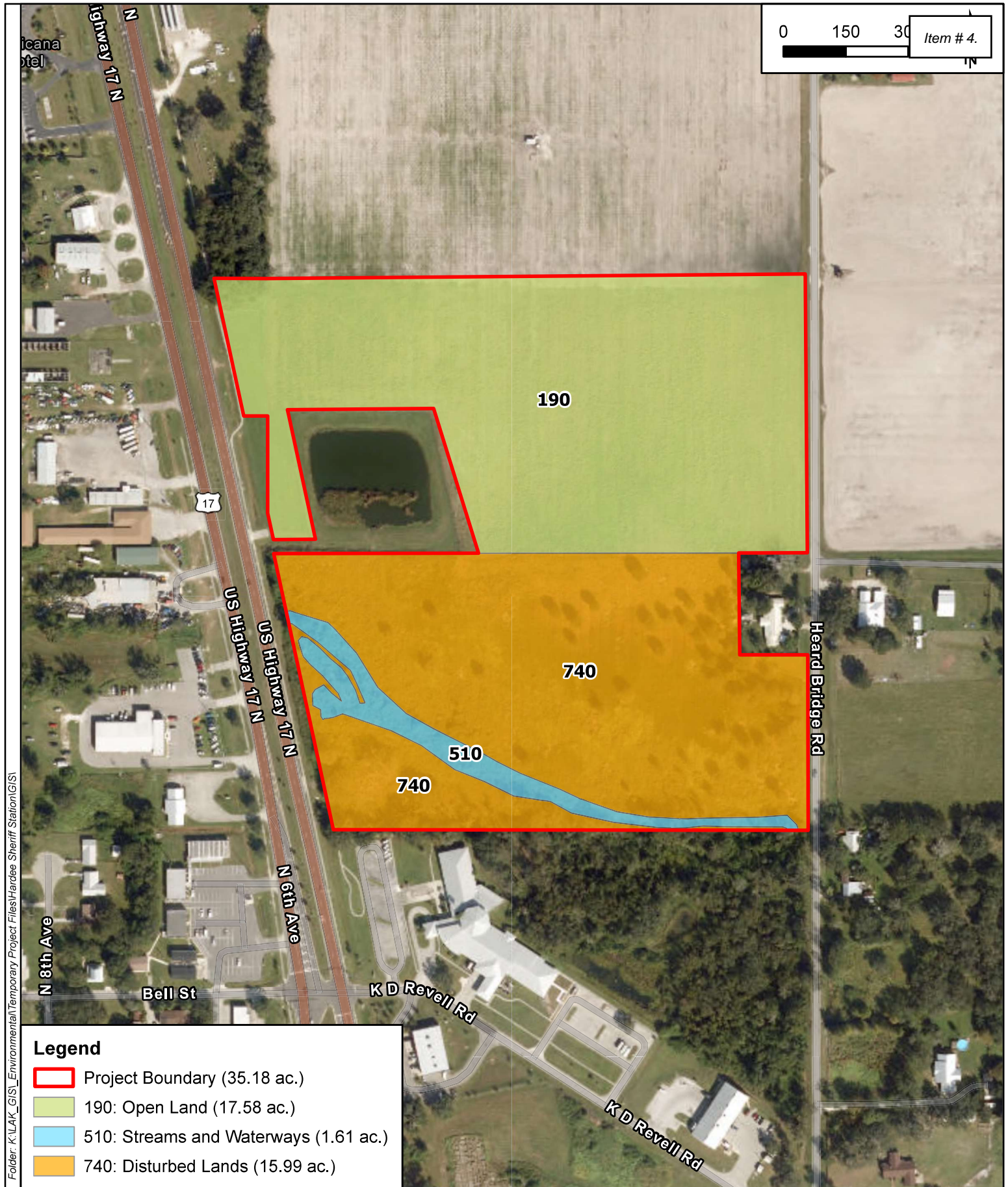
FLUCFCS 510 – STREAMS AND WATERWAYS (1.61 AC.)

A small stream runs through the southern parcel of the project site from the western to southern border. Wetland vegetation like Carolina willow (*Salix caroliniana*) and cattails (*Typha sp.*) were found growing within the stream and bordering ditches

on site. It has been historically disturbed due to the adjacent agricultural operations, and its hydrology and topography appear affected.

FLUCFCS 740 – DISTURBED LANDS (15.99 AC.)

The majority land use in the southern parcel is classified as disturbed lands based on field reconnaissance and both recent and historic aerial imagery. A variety of species comprised the canopy vegetation including live oak (*Quercus virginiana*), sweetgum (*Liquidambar styraciflua*), earpod tree (*Enterolobium contortisiliquum*), and laurel oak (*Quercus laurifolia*). The shrub level vegetation consisted of elderflower (*Sambucus nigra*), John Charles (*Condea verticillata*), and Brazilian peppertree (*Schinus terebinthifolia*). Groundcover consisted of dense cogongrass (*Imperata cylindrica*) around the perimeter, as well as caesarweed, and castorbean (*Ricinus communis*).



Folder: K:\LAK_GIS_Environmental\Temporary Project Files\Hardee Sheriff Station\GIS

Legend

- Project Boundary (35.18 ac.)
- 190: Open Land (17.58 ac.)
- 510: Streams and Waterways (1.61 ac.)
- 740: Disturbed Lands (15.99 ac.)

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 109 S Kentucky Ave, Lakeland, FL 33801
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Florida Land Use, Cover, and Forms Classification System Map

**Hardee County Sheriff Station
 Hardee County, Florida**

3.3 WILDLIFE UTILIZATION

Wildlife utilization within the project site included the following species: cattle egret (*Ardea ibis*), little blue heron (*Egretta caerulea*), and white ibis (*Eudocimus albus*).

3.4 THREATENED AND ENDANGERED SPECIES

A listing of state- and federally protected species potentially occurring within the project site vicinity was reviewed using the databases described in the Section 2.0 Methodology and are as follows:

FNAI – There are no species documented by the FNAI report (**Appendix A**).

FWC – There are no documented wildlife observations reported by FWC within one mile of the project area.

USFWS Consultation Areas – The project site is in the following USFWS Consultation Areas:

- Florida Scrub-Jay
- Audubon’s Crested Caracara
- Florida Grasshopper Sparrow
- Florida Bonneted Bat

USFWS Wood Stork Colonies – The project site is within the core foraging area (CFA) of one (1) documented wood stork colony: El Claire Ranch.

USFWS IPaC Data – The IPaC Trust Resources includes historical data in their reporting, which results in some species findings that do not reflect current on-site conditions. The following species were listed in the data and have suitable habitat within the project site: Florida bonneted bat, Eastern indigo snake, and monarch butterfly.

Species listed in the data that do not have suitable habitat onsite include the eastern black rail, Everglade snail kite, Whooping crane, American alligator, and Audubon’s crested caracara. The project site is not within any USFWS designated Critical Habitat (**Appendix A**).

Based on field reconnaissance and database reviews, a listing of the state and federally listed species potentially occurring within the immediate vicinity of the project site has

been compiled. **Table 2** lists species that may occur and their likelihood of occurrence. Likelihood of occurrence is based on actual observation of the species, signs of the species (burrows, tracks, scat, etc.), observance of suitable habitat, or documented occurrences of the species within various databases.

| TABLE 2 Potential Listed Species Occurrence | | | | | | |
|--|------------------------|-----------------------------|----------------|--------------|--|--------------------------|
| Common Name | | Scientific Name | Federal Status | State Status | Comments | Likelihood of Occurrence |
| Birds | Wood Stork | <i>Mycteria americana</i> | T | FT | Observed On-site: No Observed in Proximity: No Habitat present: Marginal Habitat Type: Foraging | Low |
| Reptiles | Eastern Indigo Snake | <i>Drymarchon couperi</i> | T | FT | Observed On-site: No Observed in Proximity: No Habitat present: Yes Habitat Type: Nesting/Foraging | Low |
| | Gopher Tortoise | <i>Gopherus polyphemus</i> | C | ST | Observed On-site: No Observed in Proximity: No Habitat present: Yes Habitat Type: Burrowing/Foraging | Low |
| | Southern Hognose Snake | <i>Heterodon simus</i> | PT | PT | Observed On-site: No Observed in Proximity: No Habitat present: Marginal Habitat Type: Nesting/Foraging | Low |
| Mammals | Tricolored Bat | <i>Perimyotis subflavus</i> | PE | PE | Observed On-site: No Observed in Proximity: No Habitat present: Yes Habitat Type: Nesting/Foraging | Low |
| | Florida Bonneted Bat | <i>Eumops floridanus</i> | E | FE | Observed On-site: No Observed in Proximity: No Habitat present: Yes Habitat Type: Nesting/Foraging | Low |

¹ Based on Florida's Endangered and Threatened Species updated December 2018 available on <http://myfwc.com/wildlifehabitats/imperiled/>.

Federal Status: E = Endangered; T = Threatened; SSC = Species of Special Concern; C = Candidate Species; NL = Not Listed; PE = Proposed Endangered; PT = Proposed Threatened

State Status: FE = Federally Endangered; FT = Federally Threatened; ST = State Threatened.

WOOD STORK– FEDERALLY THREATENED

The wood stork is opportunistic and utilizes various habitat types including freshwater marshes, swamps, lagoons, ponds, tidal creeks, flooded pastures, and ditches. Water that is relatively calm, uncluttered by dense aquatic vegetation, and with a permanent or seasonal water depth between 2 and 15 inches is considered suitable foraging habitat for this species.

The project site falls within the Core Foraging Area (CFA) of one (1) wood stork colony, and the surface water onsite could be considered wood stork habitat. Depending on the extent of impacts to the surface water, impacts over 0.5 acres

will require mitigation for the wood stork.

EASTERN INDIGO SNAKE – FEDERALLY THREATENED

The eastern indigo snake occurs in a range of habitats, including pine flatwoods, scrubby flatwoods, high pine, dry prairie, tropical hardwood hammocks, edges of freshwater marshes, agricultural fields, coastal dunes, and human-altered habitats. The snake requires large tracts of land to survive and often winters in burrows of gopher tortoises, armadillos, cotton rats, and land crabs (in coastal areas) and forages in hydric habitats. No individuals were observed during field reconnaissance; however, marginal habitat for the eastern indigo snake exists on-site. The implementation of the USFWS *Standard Protection Measures for the Eastern Indigo Snake (Appendix B)* during construction will be required to minimize possible impacts to the eastern indigo snake if development of the site is planned, and with the implementation it will qualify for a “*not likely to adversely affect*” determination.

GOPHER TORTOISE – STATE THREATENED

The gopher tortoise prefers dry upland habitats such as pine flatwoods, xeric oak hammocks, open sandy pastures, and disturbed areas. A 15% gopher tortoise survey was included as a part of this field review. Although no gopher tortoises or burrows were observed during field reconnaissance, there is limited suitable upland habitat found in the project area. A 100% gopher tortoise survey will be required no more than 90 days prior to the start of construction. An FWC gopher tortoise relocation permit will be required to excavate and relocate any gopher tortoises prior to the start of construction.

SOUTHERN HOGNOSE SNAKE – PROPOSED THREATENED

The southern hognose snake (*Heterodon simus*) is a proposed threatened species for federal listing with the USFWS. This species is the smallest of the hognose snakes, reaching up to 24 inches long and has a sharply upturned snout. This snake always has a pattern with gray, tan, or reddish dark blotches down the back and alternating smaller blotches along the sides and a lighter tail. When threatened it performs displays of hissing, neck spreading, mock striking and feigning death. The range for the southern hognose snake includes Alabama, Florida Georgia,

Mississippi, North Carolina and South Carolina. In Florida, its range is shown from north Florida down to central Florida but not south of Hillsborough County. Habitat types include sandhills, dry hammocks, pine flatwoods, coastal dunes, sand pine-rosemary scrub and agricultural or suburban areas with suitable sandy soils.

The project is found within the potential range of the species, but the habitat found on site is marginal at best. If the listing decision of the southern hognose snake is Threatened or Endangered, then further survey consultation may be required. Currently, no further action is required regarding this species.

TRICOLORED BAT – FEDERAL CANDIDATE

The tricolored bat is currently a proposed endangered species for federal listing with the USFWS. Additionally, although not federally protected, this species has state protections per Chapter 68A of the F.A.C. The tricolored bat is mostly associated with forested habitats and requires habitat suitable for roosting, foraging, and commuting between winter and summer habitats. Roosting singly or in small groups, the tricolored bat prefers to roost in caves, tree foliage, tree cavities, Spanish moss, and man-made structures such as buildings and culverts. They form summer colonies in forested habitats, utilizing cavities, bark, and foliage. They forage most commonly over water courses and along forest edges. Suitable roosting and foraging habitat were observed within the project study area. If the listing status of the tricolored bat is elevated by USFWS to threatened or endangered and the proposed site is located within the CA during the design and permitting phase of the proposed project, consultation with the USFWS will be initiated to determine additional potential survey needs and to address USFWS requirements regarding the protection of the tricolored bat.

FLORIDA BONNETED BAT – FEDERALLY ENDANGERED

The Florida bonneted bat (also known as the Florida mastiff bat) is the largest species of bat in Florida. Their fur color varies from black to brown to grayish or cinnamon brown. Very little life history information is available for this species. The diet of the Florida bonneted bat primarily consists of flying insects. Bonneted bats have been detected foraging in a variety of habitats including semitropical forests

with tropical hardwood, pineland, and mangrove habitats, as well as man-made areas such as golf courses and neighborhoods.

The Florida bonneted bat is listed as threatened by the USFWS. In 2024, the USFWS released the updated Florida bonneted bat consultation key to evaluate potential effects from impacts to habitat. The proposed project falls within the USFWS Consultation area, and contains some limited potential roosting habitat in the southern portion of the project area, nearby the surface water. If impacts are planned, consultation with USFWS is recommended and a roost survey may be required for any modifications to forested features within the project area.

LISTED PLANT SPECIES

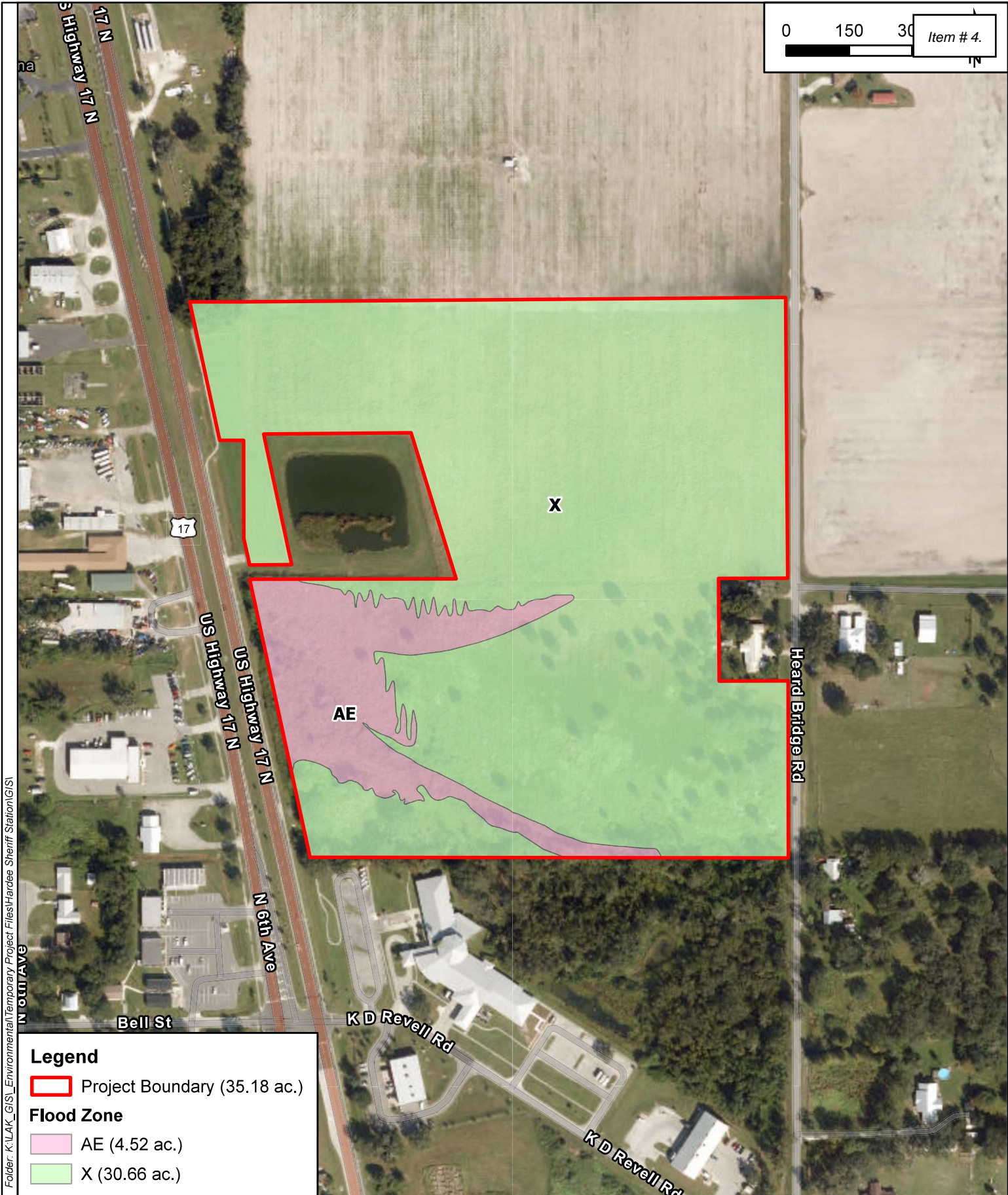
The Florida Department of Agriculture and Consumer Service's Notes on Florida's Threatened and Endangered Plants and Richard Wunderlin's Guide to Vascular Plants of Florida were consulted to assess habitat requirements for listed plant species. Eight (8) state and/or federal-listed plants were noted by FNAI as possibly occurring in this area. These species were not found during field reconnaissance, and due to disturbance of the project site, it is unlikely that they are present. No further action is anticipated regarding any listed plant species.

3.5 HISTORIC AND ARCHAEOLOGICAL RESOURCES

Kimley-Horn requested data from the Department of State, State Historic Preservation Officer (SHPO) Division of Historical Resources (DHR) databases regarding the presence of known historical or archaeological findings on the proposed project site or in the immediate vicinity to determine if additional studies will be required. The SHPO Division database showed that six (6) cultural resources are documented within a quarter mile of the project site, none of which were eligible for listing on the National Register of Historic Places (NRHP). Due to the surface water onsite, further coordination with the Division of Historical Resources (DHR) is recommended to determine whether a Cultural Resource Assessment Survey (CRAS) will be required. A cultural resource map and letter are included in **Appendix C**.

3.6 FLOODPLAIN

The Federal Emergency Management Agency's (FEMA) indicates that 30.66 acres of the project site are located within Flood Zone X area with "a 0.2% annual chance of flooding". The rest of the site, 4.52 acres, falls under Flood Zone AE, or 100-year floodplain where there is a 1% annual chance of flooding. A separate stormwater assessment will be required as part of SWFWMD's Environmental Resource Permit (ERP) application. Flood zone definition and spatial coverage is depicted in **Figure 5**.



Folder: K:\LAK_GIS_Environmental\Temporary Project Files\Hardee Sheriff Station\GIS

Legend

Project Boundary (35.18 ac.)

Flood Zone

AE (4.52 ac.)

X (30.66 ac.)

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FEMA Flood Map (12049C0191D, Effective 11/06/2013)

**Hardee County Sheriff Station
 Hardee County, Florida**

1 IN = 300 FT

PROJECT NUMBER: 046376025

FEBRUARY 2026

FIGURE

4.0 REGULATORY REQUIREMENTS

4.1 LOCAL ENVIRONMENTAL ORDINANCES

Based on a review of the municipal codes and ordinances for Hardee County, existing permitting requirements and regulations of state and federal regulatory agencies (e.g. South Florida Water Management District (SFWMD), U.S. Army Corps of Engineers (USACE), USFWS, FWC and Florida Department of Environmental Protection (FDEP)) must be followed and applied.

4.2 STATE REGULATORY REQUIREMENTS

ENVIRONMENTAL RESOURCE PERMIT (ERP)

An Environmental Resource Permit (ERP) was previously issued in 2002 to construct the stormwater pond that divides the two parcels on the western border (ERP No. 16955.003, App. No. 37123). This ERP also acknowledges wetland limits within the southern parcel (33-33-25-0000-08410-0000) of the project site, which coincides with the existence of the surface water. An Environmental Resource Permit (ERP) may be required from the SFWMD if any stormwater improvements are proposed as part of this project.

LISTED SPECIES PERMITTING

The following state-listed species surveys and permits are recommended and/or required if modification or development to the project site is proposed:

Gopher Tortoise Survey– Based on the presence of suitable habitat within the project site, a 100% survey of suitable gopher tortoise habitat will be required within 90 days prior to construction, and an FWC gopher tortoise relocation permit will be required to excavate and relocate any gopher tortoises prior to the start of construction.

4.3 FEDERAL REGULATORY REQUIREMENTS

SECTION 404 (CLEAN WATER ACT) PERMITTING

Based on a preliminary review, the onsite surface water may be connected to Waters of the US (WOTUS) and may therefore be claimed as jurisdictional by the US Army Corps of Engineers (USACE). If surface water impacts are proposed within the project area, further coordination and permitting with the USACE may be required; a preapplication meeting with the agency is recommended.

FEDERALLY LISTED SPECIES

The following federally listed species surveys and permits are recommended and/or required if modification or development to the project site is proposed:

Wood Stork Habitat Assessment– The USFWS State of Florida Effect Determination Key for the Wood Stork in Central and North Peninsular Florida indicates that if proposed impacts to the wetlands are less than or greater to 0.5 acre a “*not likely to adversely affect*” determination can be made. However, if impacts are greater than 0.5 acres, then a Wood Stork Foraging Habitat Assessment must be conducted and mitigated through enhancement, restoration, or creation of appropriate habitat. This mitigation can be achieved through the purchase of wetland mitigation bank credits.

Eastern Indigo Snake Protection Measures – Per the Eastern Indigo Snake Programmatic Effect Determination Key (2013), implementation of the USFWS *Standard Protection Measures for the Eastern Indigo Snake (Appendix C)* will be required during construction; once implemented, a “*not likely to adversely affect*” determination is anticipated.

Florida Bonneted Bat Survey - Additional coordination with the USFWS is recommended regarding the Florida bonneted bat to determine if a species-specific survey would be required. Surveys, if required, typically include either a limited roost survey or a multi-day acoustic survey.

5.0 SUMMARY AND RECOMMENDATIONS

- One surface water was identified across the project site, totaling approximately 1.61 acres. Should impacts to the onsite surface water be proposed, an ERP will be required from SWFWMD. Further coordination and permitting with the USACE may also be required. Pre-application meetings are recommended with both agencies prior to starting the permitting process.
- Implementation of the USFWS *Standard Protection Measures for the Eastern Indigo Snake* will be required during construction.
- Coordination with USFWS regarding the bonneted bat is recommended if impacts to forested areas of the site are proposed.
- A 100% gopher tortoise survey within locations of suitable upland habitat is required within 90 days prior to the initiation of development, and an FWC gopher tortoise relocation permit will be required to excavate and relocate any gopher tortoises prior to the start of construction.

APPENDIX A

FNAI BIODIVERSITY MATRIX & USFWS IPAC



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 Tallahassee, FL 32303
 850-224-8207
 850-681-9364 fax
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FLORIDA
Natural Areas
 INVENTORY

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

UNOFFICIAL REPORT

Created 1/28/2026

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 37720

| | |
|--|--|
| | <p>Descriptions</p> <p>DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.</p> <p>DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.</p> <p>LIKELY - The species or community is <i>known</i> to occur in this vicinity, and is considered likely within this Matrix Unit because:</p> <div style="border: 1px solid black; padding: 5px;"> <ol style="list-style-type: none"> 1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; <i>or</i> 2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit. </div> <p>POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.</p> |
|--|--|

Matrix Unit ID: 37720

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

1 **Likely** Element Found

| Scientific and Common Names | Global Rank | State Rank | Federal Status | State Listing |
|--|-------------|------------|----------------|---------------|
| Mycteria americana Wood Stork | G4 | S2 | T | FT |

Matrix Unit ID: 37720

20 **Potential** Elements for Matrix Unit 37720

| Scientific and Common Names | Global Rank | State Rank | Federal Status | State Listing |
|-----------------------------|-------------|------------|----------------|---------------|
|-----------------------------|-------------|------------|----------------|---------------|

| | | | | |
|--|-------|------|---|----|
| <i>Antigone canadensis pratensis</i> Florida Sandhill Crane | G5T2 | S2 | N | ST |
| <i>Aphelocoma coerulescens</i> Florida Scrub-Jay | G2? | S1S2 | T | FT |
| <i>Athene cunicularia floridana</i> Florida Burrowing Owl | G4T3 | S3 | N | ST |
| <i>Calopogon multiflorus</i> many-flowered grass-pink | G2G3 | S2S3 | N | T |
| <i>Coleataenia abscissa</i> cutthroatgrass | G3 | S3 | N | E |
| <i>Drymarchon couperi</i> Eastern Indigo Snake | G3 | S2? | T | FT |
| <i>Gopherus polyphemus</i> Gopher Tortoise | G3 | S3 | C | ST |
| <i>Gymnopogon chapmanianus</i> Chapman's skeletongrass | G3 | S3 | N | N |
| <i>Heterodon simus</i> Southern Hognose Snake | G2 | S2S3 | N | N |
| <i>Lechea cernua</i> nodding pinweed | G3 | S3 | N | T |
| <i>Lithobates capito</i> Gopher Frog | G2G3 | S3 | N | N |
| <i>Mustela frenata peninsulae</i> Florida Long-tailed Weasel | G5T3? | S3? | N | N |
| <i>Nemastylis floridana</i> celestial lily | G2 | S2 | N | E |
| <i>Peucaea aestivalis</i> Bachman's Sparrow | G3 | S3 | N | N |
| <i>Pteroglossaspis ecristata</i> giant orchid | G2G3 | S2 | N | T |
| <i>Rhynchospora megaplumosa</i> large-plumed beaksedge | G2 | S2 | N | E |
| <i>Schizachyrium niveum</i> scrub bluestem | G1G2 | S1S2 | N | E |
| <i>Sciurus niger niger</i> Southeastern Fox Squirrel | G5T5 | S3 | N | N |
| <i>Ursus americanus floridanus</i> Florida Black Bear | G5T4 | S4 | N | N |
| <i>Warea carteri</i> Carter's warea | G1 | S1 | E | E |

Item # 4.

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a [Standard Data Request](#) option for those needing certifiable data.

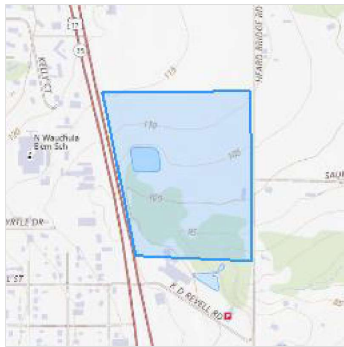
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Hardee County, Florida



Local office

Florida Ecological Services Field Office

☎ (352) 448-9151

📠 (772) 562-4288

✉ fw4flesregs@fws.gov

777 37th St
Suite D-101
Vero Beach, FL 32960-3559

<https://www.fws.gov/office/florida-ecological-services>

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

| NAME | STATUS |
|---|------------|
| Florida Bonneted Bat <i>Eumops floridanus</i> Wherever found There is final critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8630 | Endangered |
| Florida Panther <i>Puma (=Felis) concolor coryi</i> Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1763 | Endangered |
| Puma (=mountain Lion) <i>Puma (=Felis) concolor</i> (all subsp. except coryi) No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6049 | SAT |

Birds

| NAME | STATUS |
|--|------------|
| Crested Caracara (audubon's) [<i>fl Dps</i>] <i>Caracara plancus audubonii</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8250 | Threatened |

Eastern Black Rail *Laterallus jamaicensis jamaicensis*

Threatened

Item # 4.

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/10477>**Everglade Snail Kite** *Rostrhamus sociabilis plumbeus*

Endangered

Wherever found

There is **final** critical habitat for this species. Your location does not overlap the critical habitat.<https://ecos.fws.gov/ecp/species/7713>**Whooping Crane** *Grus americana*

EXPN

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/758>**Wood Stork** *Mycteria americana*

Threatened

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/8477>

Reptiles

NAME

STATUS

American Alligator *Alligator mississippiensis*

SAT

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/776>**Eastern Indigo Snake** *Drymarchon couperi*

Threatened

Wherever found

No critical habitat has been designated for this species.

<https://ecos.fws.gov/ecp/species/646>

Insects

NAME

STATUS

Monarch Butterfly *Danaus plexippus*

Proposed Threatened

Wherever found

There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat.<https://ecos.fws.gov/ecp/species/9743>

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidenta-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

Item # 4.

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

| NAME | BREEDING SEASON |
|---|------------------------|
| Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626 | Breeds Sep 1 to Jul 31 |

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

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Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

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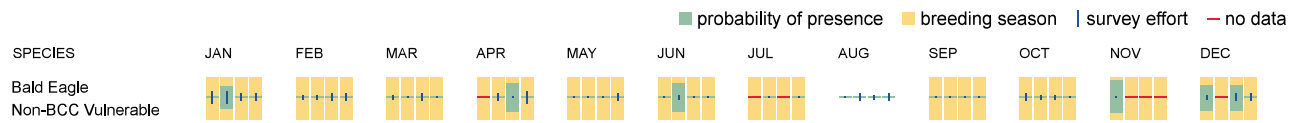
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply).

Proper interpretation and use of your eagle report

On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

Item # 4.

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases [birds of concern](#), including [Birds of Conservation Concern \(BCC\)](#), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the [Nationwide avoidance and minimization measures for birds](#) document, and any other project-specific avoidance and minimization measures suggested at the link [Measures for avoiding and minimizing impacts to birds](#) for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles document](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

| NAME | BREEDING SEASON |
|---|-------------------------|
| American Kestrel <i>Falco sparverius paulus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587 | Breeds Apr 1 to Aug 31 |
| Bachman's Sparrow <i>Peucaea aestivalis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6177 | Breeds May 1 to Sep 30 |
| Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626 | Breeds Sep 1 to Jul 31 |
| Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. | Breeds Mar 15 to Aug 25 |
| Great Blue Heron <i>Ardea herodias occidentalis</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA | Breeds Jan 1 to Dec 31 |
| Lesser Yellowlegs <i>Tringa flavipes</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679 | Breeds elsewhere |

Painted Bunting *Passerina ciris*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds Apr 25 to Aug 15

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Pectoral Sandpiper *Calidris melanotos*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds elsewhere

Prairie Warbler *Setophaga discolor*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 1 to Jul 31

Red-headed Woodpecker *Melanerpes erythrocephalus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds May 10 to Sep 10

Swallow-tailed Kite *Elanoides forficatus*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds Mar 10 to Jun 30

<https://ecos.fws.gov/ecp/species/8938>

Worthington's Marsh Wren *Cistothorus palustris griseus*

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Breeds Apr 10 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Item # 4.

Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Avoidance & Minimization Measures for Birds](#) describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the [Probability of Presence Summary](#). [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the [Bald and Golden Eagle Protection Act](#) and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle ([Bald and Golden Eagle Protection Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for the species are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the [Probability of Presence Summary](#) and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the [RAIL Tool](#) and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Item # 4.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Bald and Golden Eagle Protection Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project, not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0,25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0,05, and that the probability of presence at week 12 (0,25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0,25/0,25 = 1$; at week 20 it is $0,05/0,25 = 0,2$.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

APPENDIX B
STANDARD PROTECTION MEASURES FOR
THE EASTERN INDIGO SNAKE

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

U.S. Fish and Wildlife Service

May 2024

The Standard Protection Measures for the Eastern Indigo Snake (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by project proponents and their construction personnel help minimize adverse impacts to eastern indigo snakes. However, implementation of this Plan does not replace any state or federal consultation or regulatory requirements. At least 30 days prior to any land disturbance activities, the project proponent shall notify the appropriate USFWS Field Office (see Field Office contact information) via e-mail that the Plan will be implemented as described below.

As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the approved poster and pamphlet ([USFWS Eastern Indigo Snake Conservation webpage](#))), no further written confirmation or approval from the USFWS is needed regarding use of this Plan as a component of the project.

If the project proponent decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. The project proponent shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

STANDARD PROTECTION MEASURES

BEFORE AND DURING CONSTRUCTION ACTIVITIES:

- All Project personnel shall be notified about the potential presence and appearance of the federally protected eastern indigo snake (*Drymarchon couperi*).
- All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting the species, in knowing violation of the Endangered Species Act of 1973.
- The project proponent or designated agent will post educational posters in the construction office and throughout the construction site. The posters must be clearly visible to all construction staff and shall be posted in a conspicuous location in the

Project field office until such time that Project construction has been completed and time charges have stopped.

- Prior to the onset of construction activities, the project proponent or designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational pamphlet including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office. Photos of eastern indigo snakes may be accessed on USFWS, Florida Fish and Wildlife Conservation Commission and/or Georgia Department of Natural Resources websites.
- Each day, prior to the commencement of maintenance or construction activities, the Contractor shall perform a thorough inspection for the species of all worksite equipment.
- If an eastern indigo snake (alive, dead or skin shed) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Office. The contact information for the USFWS is provided below and on the referenced posters and pamphlets.
- During initial site clearing activities, an onsite observer is recommended to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
- Periodically during construction activities, the project area should be visited to observe the condition of the posters and Plan materials and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.
- For erosion control use biodegradable, 100% natural fiber, net-free rolled erosion control blankets to avoid wildlife entanglement.

POST CONSTRUCTION ACTIVITIES:

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion (See USFWS Field Office Contact Information).

USFWS FIELD OFFICE CONTACT INFORMATION

Georgia Field Office: Phone: (706) 613-9493, email: gaes_assistance@fws.gov
 Florida Field Office: Phone: (352) 448-9151, email: fw4flesregs@fws.gov

POSTER & PAMPHLET INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (final posters for Plan compliance are available on our website in English and Spanish and should be printed on 11 x 17in or larger paper and laminated ([USFWS Eastern Indigo Snake Conservation webpage](#))). Pamphlets are also available on our webpage and should be printed on 8.5 x 11in paper and folded, and available and distributed to staff working on the site.

POSTER CONTENT (ENGLISH):

ATTENTION

Federally-Threatened Eastern Indigo Snakes may be present on this site!

Killing, harming, or harassing eastern indigo snakes is strictly prohibited and punishable under State and Federal Law.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Stop land disturbing activities and allow the snake time to move away from the site without interference. Do NOT attempt to touch or handle the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor/agent, and a U.S. Fish and Wildlife Service (USFWS) Ecological Services Field Office, with the location information and condition of the snake.
- If the snake is located near clearing or construction activities that will cause harm to the snake, the activities must pause until a representative of the USFWS returns the call (within one day) with further guidance.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Stop land disturbing activities and immediately notify supervisor/applicant, and a USFWS Ecological Services Field Office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, reaching up to 8 ft long. Named for the glossy, blue-black scales above and slate blue below, they often have orange to reddish color (cream color in some cases)

in the throat area. They are not typically aggressive.

SIMILAR SPECIES: The black racer resembles the eastern indigo snake. However, black racers have a white or cream chin, and thinner bodies.

LIFE HISTORY: Eastern indigo snakes live in a variety of terrestrial habitat types. Although they prefer uplands, they also use wetlands and agricultural areas. They will shelter inside gopher tortoise burrows, other animal burrows, stumps, roots, and debris piles. Females may lay from 4 to 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTED STATUS: The eastern indigo snake is protected by the USFWS, Florida Fish and Wildlife Conservation Commission, and Georgia Department of Natural Resources. Any attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage eastern indigo snakes is prohibited by the U.S. Endangered Species Act. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses. Only authorized individuals with a permit (or an Incidental Take Statement associated with a USFWS Biological Opinion) may handle an eastern indigo snake.

Please contact your nearest USFWS Ecological Services Field Office if a live or dead eastern indigo snake is encountered:

Florida Office: (352) 448-9151

Georgia Office: (706) 613-9493

POSTER CONTENT (SPANISH):

ATENCIÓN

¡Especie amenazada, la culebra Índigo del Este, puede ocupar el área!

Matar, herir o hostigar culebras Índigo del Este es estrictamente prohibido bajo la Ley Federal.

SI VES UNA CULEBRA ÍNDIGO DEL ESTE O UNA CULEBRA NEGRA VIVA EN EL ÁREA:

- Pare excavación y permite el movimiento de la culebra fuera del área sin interferir. NO atentes tocar o recoger la culebra.
- Fotografié la culebra si es posible para identificación y documentación.
- Notifique supervisor/agente, y la Oficina de Campo de Servicios Ecológicos del Servicio Federal de Pesca y Vida Silvestre (USFWS) apropiada con información acerca del sitio y condición de la culebra.

- Si la culebra está cerca de un área de construcción que le pueda causar daño, las actividades deben parar hasta un representante del USFWS regrese la llamada (dentro de un día) con más orientación.

SI VES UNA CULEBRA ÍNDIGO DEL ESTE MUERTA EN EL ÁREA:

- Pare excavación. Notifique supervisor/aplicante, y la Oficina de Campo de Servicios Ecológicos apropiada con información acerca del sitio y condición de la culebra.
- Fotografié la culebra si es posible para identificación y documentación.
- Emerge completamente la culebra en agua y congele la especie hasta que personal apropiado de la agencia de vida silvestre la recoja.

DESCRIPCIÓN. La culebra Índigo del Este es una de las serpientes sin veneno más grande en Norte América, alcanzando hasta 8 pies de largo. Su nombre proviene del color azul-negro brillante de sus escamas, pero pueden tener un color anaranjado-rojizo (color crema en algunos casos) en su mandíbula inferior. No tienden a ser agresivas.

SERPIENTES PARECIDAS. La corredora negra, que es de color negro sólido, es la única otra serpiente que se asemeja a la Índigo del Este. La corredora negra se diferencia por una mandíbula inferior color blanca o crema y un cuerpo más delgado.

HÁBITATS Y ECOLOGÍA. La culebra Índigo del Este vive en una variedad de hábitats, incluyendo tierras secas, humedales, y áreas de agricultura. Ellas buscan refugio en agujeros o huecos de tierra, en especial madrigueras de tortugas de tierra. Las hembras ponen 4 hasta 12 huevos blancos entre abril y junio, y la cría emergen entre julio y octubre.

PROTECCIÓN LEGAL. La culebra Índigo del Este es clasificada como especie amenazada por el USFWS, la Comisión de Conservación de Pesca y Vida Silvestre de Florida y el Departamento de Recursos Naturales de Georgia. Intento de matar, hostigar, herir, lastimar, perseguir, cazar, disparar, capturar, coleccionar o conducta parecida hacia las culebras Índigo del Este es prohibido por la Ley Federal de Especies en Peligro de Extinción. Penalidades incluyen un máximo de \$25,000 por violaciones civiles y \$50,000 y/o encarcelamiento por actos criminales. Solos individuales autorizados con un permiso o Determinación de toma incidental (Incidental Take Statement) asociado con una Opinión Biológico del USFWS pueden recoger una Índigo del Este.

Por favor de contactar tu Oficina de Campo de Servicios Ecológicos más cercana si encuentras una culebra Índigo del Este viva o muerta:

Oficina de Florida: (352) 448-9151

Oficina de Georgia: (706) 613-9493

ATTENTION



Federally-Threatened Eastern Indigo Snakes may be present on this site!

Killing, harming, or harassing eastern indigo snakes is strictly prohibited and punishable under State and Federal Law.

If you see a **LIVE** eastern indigo snake on the site:

- Stop land disturbing activities and allow the snake time to move away from the site without interference. Do NOT attempt to touch or handle the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor/agent, and a U.S. Fish and Wildlife Service (USFWS) Ecological Services Field Office, with the location information and condition of the snake.
- If the snake is located near clearing or construction activities that will cause harm to the snake, the activities must pause until a representative of the USFWS returns the call (within one day) with further guidance.

If you see a **DEAD** eastern indigo snake on the site:

- Stop land disturbing activities and immediately notify supervisor/applicant, and a USFWS Ecological Services Field Office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

DESCRIPTION. The eastern indigo snake is one of the largest non-venomous snakes in North America, reaching up to 8 ft long. Named for the glossy, blue-black scales above and slate blue below, they often have orange to reddish color (cream color in some cases) in the throat area. They are not typically aggressive.

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Eastern indigo snake. Credit: Dirk Stevenson



Gopher tortoise and burrow. Credit: James Hunt



Please contact your nearest USFWS Ecological Services Field Office if a live or dead eastern indigo snake is encountered:

Florida Office: (352) 448-9151
Georgia Office: (706) 613-9493



APPENDIX C
SHPO RESOURCES



This record search is for informational purposes only and does **NOT** constitute project review. This search only identifies resources recorded at the Florida Master Site File and does **NOT** provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at ComplianceService@dos.MyFlorida.com for project review information.

January 29, 2026



Albert Campbell | Environmental
Kimley-Horn | 109 South Kentucky Avenue, Lakeland, FL 33801
 Mobile: 813-369-1953 | Main: 863-315-5012

In response to your inquiry of January 28, 2026, the Florida Master Site File inventory shows five standing structures and one resource group recorded within a 0.25-mile buffer for the designated parcel of in Hardee County, Fla.

When interpreting the results of our search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at ComplianceService@dos.MyFlorida.com.

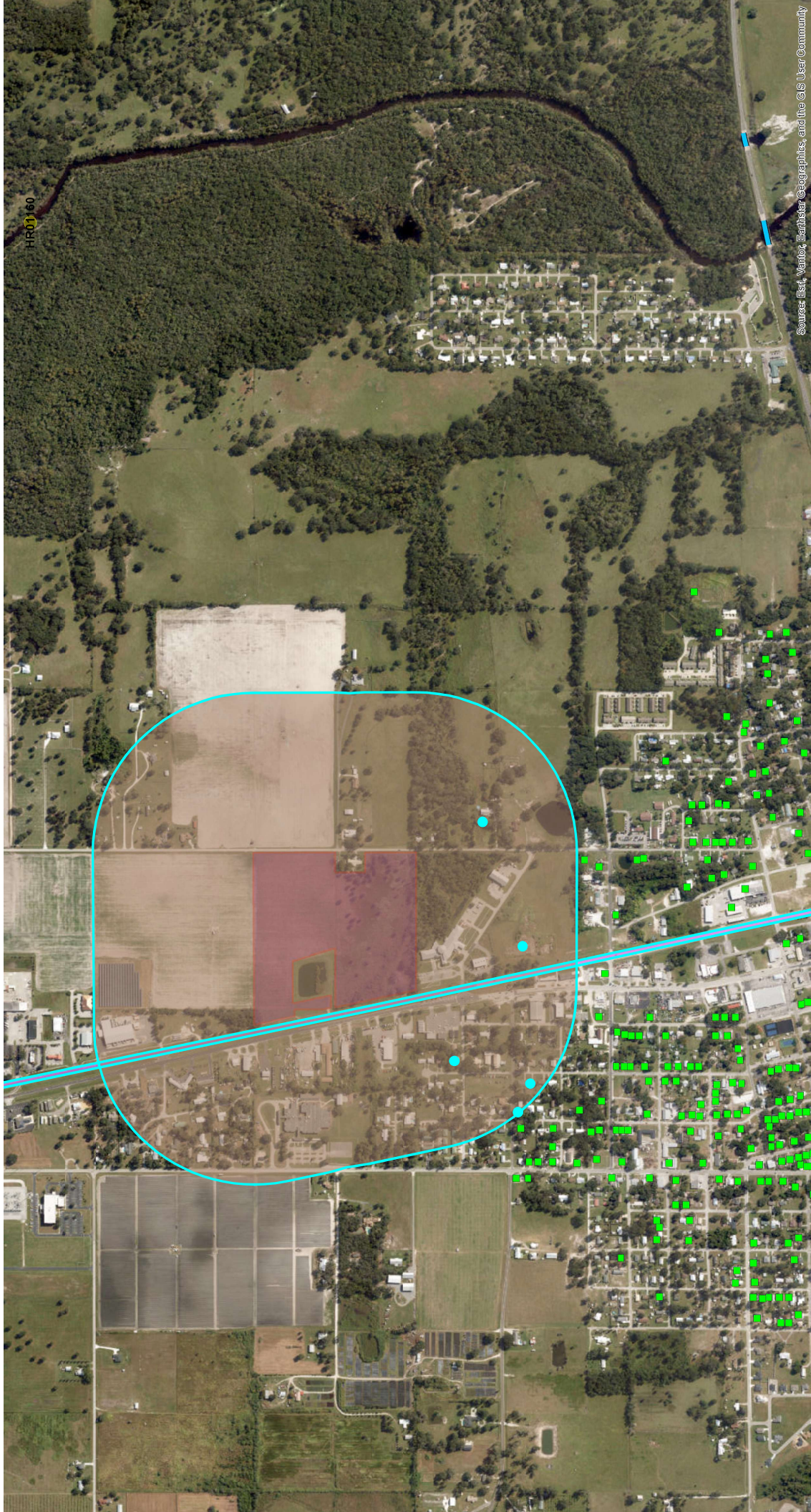
Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Eman M. Vovsi, Ph.D.
 Data Base Analyst/Records Specialist
 Florida Master Site File
Eman.Vovsi@dos.state.fl.us

Cultural Resource Roster

| SiteID | Type | Site Name | Address | Additional Info | SHPO Eval | NR Status |
|---------|------|-------------------------|-------------------------------|---------------------------------------|--------------|-----------|
| HR00268 | SS | 313 NORTH EIGHTH AVENUE | 313 N 8th AVE, Wauchula | c1924 Bungalow | | |
| HR00291 | SS | 210 BELL STREET | 210 BELL ST, WAUCHULA | c1928 Frame Vernacular | | |
| HR00293 | SS | 816 NORTH NINTH AVENUE | 816 N NINTH AVE, WAUCHULA | c1940 Frame Vernacular | | |
| HR00679 | SS | 820 HEARD BRIDGE ROAD | 820 HEARD BRIDGE RD, WAUCHULA | c1925 Bungalow | | |
| HR00695 | SS | REVELL CRATE COMPANY | 125 E TOWNSEND ST, WAUCHULA | c1947 Frame Vernacular | | |
| HR00873 | RG | Old Railroad Grade | na | Linear Resource - 1 Contrib Resources | Not Eligible | |



Source: Esri, Vantex, Earthstar Geographics, and the GIS User Community

Item # 4.



CITY OF WAUCHULA

NOTICE OF INTEREST / REQUEST FOR INFORMATION (RFI) – POTENTIAL SITES FOR SENIOR CENTER

1. Overview

The City of Wauchula is seeking information on available properties for the potential development of a new Senior Center, with consideration for possible future co-location of a public library or other public use to create a multi-use civic campus.

This Notice of Interest is intended to identify and evaluate potential sites within the City of Wauchula Community Redevelopment Agency (CRA) program area. This is not a solicitation for purchase, and submission of a property does not obligate the City to acquire any site.

2. Eligible Submissions

A. Property Owner / Authorized Submissions (Primary Consideration)

Submitted by property owners or authorized representatives. Must include confirmation of willingness to sell.

B. Community Nominations (Secondary Consideration)

Submitted by residents or stakeholders. Nominated sites will only advance if the owner expresses interest in selling.

3. Minimum Site Requirements

- Size: Minimum of 1.0 Acre
- Location: Located within the Wauchula Community Redevelopment Agency program area
- Infrastructure: Water, sewer & electric available; improved roadway access; no major off-site extensions required
- Not located on U.S. Highway 17 corridor
- Owner willingness to sell (for full consideration)

Note: Site configuration and usability will be evaluated through conceptual layout analysis by City staff.

4. Evaluation Criteria and Weighting

The City will evaluate qualifying sites based on the following criteria and relative weighting:

- Accessibility & Ease of Use – 20%
- Site Layout & Functionality – 20%
- Cost & Infrastructure Efficiency – 10%
- Downtown Integration – 15%
- Compatibility with Surrounding Uses – 15%
- Co-Location & Intergenerational Opportunity – 15%
- Resilience & Long-Term Suitability – 5%

The above criteria and weighting are intended to guide staff evaluation; however, the City may consider the overall merits of each site and is not bound to a strictly mathematical ranking. Final site selection will be based on the best interests of the community and is subject to City Commission approval.

5. Submission Deadline

July 6, 2026 at 2:00 pm EST

Submissions may be sent via email to City Clerk Stephanie Camacho at scamacho@cityofwauchula.com or delivered to City of Wauchula, 126 S. 7th Avenue, Wauchula, FL 33873. Selection committee will meet on July 7 at 2:00 to review and rank submittals

6. Questions

Questions should be submitted in writing to City Clerk Stephanie Camacho at scamacho@cityofwauchula.com. Deadline for questions is June 25, 2026 at 5:00 pm EST.

7. Submission Form

See Exhibit A for Submission form

8. Disclaimer

The City of Wauchula reserves the right to reject any submissions, request additional information, or discontinue the process at any time. Submission does not create contractual rights.

EXHIBIT A

**CITY OF WAUCHULA
NOTICE OF INTEREST / REQUEST FOR INFORMATION (RFI) –
POTENTIAL SITES FOR SENIOR CENTER SUBMISSION FORM**

Submission Type

- Property Owner / Authorized Representative
- Community Nomination

Contact Information

Name: _____

Organization: _____

Phone: _____

Email: _____

Property Information

Address: _____

Parcel ID: _____

Size (Acres): _____

Ownership – Please complete if you are the property owner or authorized representative

- I am the property owner
- I am an authorized representative of the property owner
- The property owner is open to discussing a potential sale of this property with the City

Owner Name (if different): _____

Additional Information & Attachments – Please provide any additional information you would like to be considered and indicate any attachments you are including

- Photos Survey Map Other



SENIOR CENTER PROPOSED SITE SELECTION

The City of Wauchula is evaluating potential sites for the construction of a new Senior Center, with consideration for potential future co-location of a public library or other public use/space to create a multi-use civic campus. The following minimum site requirements and evaluation criteria will be considered when considering potential properties.

Minimum Site Requirements (Pass/Fail) - A site must meet all of the following criteria to be considered for further evaluation:

A. Site Size

Minimum: 1.0 acre

B. Location

Located within the Wauchula Community Redevelopment Agency program area

C. Infrastructure Availability

Existing access to water, sewer & electric

Frontage on an existing improved roadway

Site does not require significant sidewalk or lighting installation

D. Corridor Protection

Site shall not be located along the U.S. Highway 17 corridor, in order to preserve commercially viable property for private, tax-generating uses

E. Willing Seller

Property owner (or authorized representative) must indicate a willingness to sell

F. Conceptual Feasibility

Site must demonstrate reasonable potential to accommodate the intended use, as determined through preliminary staff-level conceptual layout analysis

Evaluation Criteria (Scored) - Sites meeting all minimum requirements will be evaluated and ranked based on the following criteria:

1. Accessibility & Ease of Use (20%)

Convenient access for seniors and the general public
Connectivity to existing roadways and pedestrian infrastructure
Ease of navigation and visibility of the site

2. Site Layout & Functionality (20%)

Efficient configuration to accommodate buildings, parking, and access
Safe circulation, including drop-off and ADA accessibility
Ability to support phased development (e.g., future library co-location)

3. Cost & Infrastructure Efficiency (10%)

Minimal need for site preparation or extraordinary improvements
Availability of existing infrastructure reduces project cost
Overall feasibility within available funding resources

4. Downtown Integration (15%)

Supports and enhances downtown activity and vitality
Walkability to nearby civic, commercial, or community destinations
Consistency with the City's long-term vision for the area

5. Compatibility with Surrounding Uses (15%)

Compatibility with adjacent land uses
No significant traffic, safety, or operational conflicts

6. Co-Location & Intergenerational Opportunity (15%)

Proximity to parks, civic facilities, or activity centers
Opportunities to support interaction between age groups
Potential for shared programming or community use

7. Resilience & Long-Term Suitability (5%)

Flood risk and drainage conditions
Long-term sustainability and maintenance considerations



May 19, 2026

Kyle Long, Community Development Director
 City of Wauchula
 126 S. 7th Avenue
 Wauchula, Florida 33873

RE: Hogan Street Extension Improvements – ITB# 26-02
 Recommendation to Award

Dear Mr. Long:

A total of three (3) responsive bids were received on May 14, 2026 for the above-referenced project. Project prices ranged from a low of \$354,094.21 (submitted by Excavation Point Inc.) to a high of \$436,453.05(submitted by Ajax Paving Industries of Florida, LLC). A summary line-by-line bid comparison is attached to this letter.

The bidding documents requested one (1) base bid from each bidder. The base bid is for a final completion time of 360 calendar days and Excavation Point Inc. was the lowest bidder.

The Excavation Point Inc. Automobile Insurance Limits listed on their provided insurance certificate (\$500,000 each occurrence) do not meet the insurance requirement identified in the City of Wauchula's front end documents of \$1,000,000 for each occurrence and the project description as Downing Circle is incorrect.

Based upon the information provided with each bid and in consideration of the terms and conditions set forth in the contract document, and providing for the timely submittal of a corrected insurance certificate as to project identification and limits meeting minimum city requirements, Kimley-Horn recommends the project be awarded to Excavation Point Inc.

If you have any questions, please feel free to contact me.

Sincerely,

Mark S Davies
 Digitally signed by
 Mark S Davies
 Date: 2026.05.19
 16:13:50-04'00'

Mark S. Davies, P.E. LEED AP
 Project Manager

| bid item | unit | qty | Ajax | | contractor Excavation Point | |
|--|------|------|-------------|-------------|--------------------------------|-------------|
| | | | unit price | total | unit price | total |
| Mobilization | LS | 1 | \$60,934.00 | \$60,934.00 | \$49,816.00 | \$49,816.00 |
| Maintenance of Traffic | LS | 1 | \$34,264.00 | \$34,264.00 | \$31,500.00 | \$31,500.00 |
| Inlet Protection System | EA | 2 | \$206.60 | \$413.20 | \$500.00 | \$1,000.00 |
| Clearing and Grubbing | AC | 0.5 | \$17,598.00 | \$8,799.00 | \$11,800.00 | \$5,900.00 |
| Removal of Existing Concrete | SY | 158 | \$57.50 | \$9,085.00 | \$40.51 | \$6,399.58 |
| Regular Excavation (mass grading cut and fill) | CY | 1003 | \$41.10 | \$41,223.30 | \$37.49 | \$37,600.47 |
| Type B Stabilization | SY | 1311 | \$31.80 | \$41,689.80 | \$15.96 | \$20,921.16 |
| Optional Base, Base Group 9 | SY | 1022 | \$38.20 | \$39,040.40 | \$24.27 | \$24,800.54 |
| Optional Base, Base Group 11 | SY | 290 | \$82.80 | \$24,012.00 | \$40.00 | \$11,600.00 |
| Superpave Asph. Conc., Traffic C (1.5" SP-XX C) | TN | 20 | \$301.90 | \$6,038.00 | \$249.00 | \$4,980.00 |
| Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22 | TN | 120 | \$313.60 | \$37,632.00 | \$249.00 | \$29,880.00 |
| Inlets, Curb, Type P-6, <10' | EA | 2 | \$10,061.00 | \$20,122.00 | \$14,080.00 | \$28,160.00 |
| Inlets, DT Bot Type C, <10' | EA | 1 | \$8,458.50 | \$8,458.50 | \$5,900.00 | \$5,900.00 |
| Pipe Culvert, Optional Material, Round 15" S/CD | LF | 42 | \$151.80 | \$6,375.60 | \$97.00 | \$4,074.00 |
| Pipe Culvert, Optional Material, Round 18" S/CD | LF | 95 | \$109.30 | \$10,383.50 | \$111.47 | \$10,589.65 |
| Mitered End Section, Optional Round, 12" CD | EA | 1 | \$4,554.00 | \$4,554.00 | \$1,250.00 | \$1,250.00 |
| Mitered End Section, Optional Round, 18" CD | EA | 3 | \$2,312.00 | \$6,936.00 | \$1,316.00 | \$3,948.00 |
| Concrete Curb & Gutter, Type F | LF | 747 | \$25.40 | \$18,973.80 | \$30.15 | \$22,521.45 |
| Concrete Sidewalk, 4" | SY | 280 | \$78.10 | \$21,868.00 | \$81.27 | \$22,755.60 |
| Concrete Ditch Pavement, Non-Reinforced, 4" | SY | 18 | \$110.60 | \$1,990.80 | \$81.27 | \$1,462.86 |
| Detectable Warning | SF | 54 | \$33.50 | \$1,809.00 | \$55.00 | \$2,970.00 |
| Performance Turf, Sod | SY | 1099 | \$14.60 | \$16,045.40 | \$7.00 | \$7,693.00 |
| Single Column Ground Mount Sign Assembly, F&I Ground Mount, Less than 12 SF | EA | 9 | \$687.40 | \$6,186.60 | \$500.00 | \$4,500.00 |
| Sign Panel, Furnish and Install, Ground Mount, Up to 12 SF | EA | 4 | \$156.30 | \$625.20 | \$750.00 | \$3,000.00 |
| Raised Pavement Marker, Type B Thermoplastic, Standard, White, Solid, 12" for Crosswalk and Roundabout | EA | 100 | \$13.90 | \$1,390.00 | \$10.00 | \$1,000.00 |
| Thermoplastic, Standard, White, Solid, 24" for Stopline and Crosswalk | LF | 125 | \$8.95 | \$1,118.75 | \$12.00 | \$1,500.00 |
| Thermoplastic, Standard, White, Arrow | EA | 107 | \$15.30 | \$1,637.10 | \$15.00 | \$1,605.00 |
| | EA | 2 | \$890.60 | \$1,781.20 | \$450.00 | \$900.00 |

RESOLUTION 2026-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO STANDARD GRANT AGREEMENT NUMBER L0364 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wauchula believes it to be in the interest of the City to enter into grant agreement number L0364 with the Florida Department of Environmental Protection (FDEP) for the Wauchula Deepwell Potable Water and Fire Safety Improvements project at the Wauchula Municipal Airport; and,

WHEREAS, the FDEP has programmed up to \$1,332,938.00 to reimburse the City of Wauchula for the design of a deepwell potable water system and fire safety improvements at the Wauchula Municipal Airport; and,

WHEREAS, the City Commission of the City of Wauchula, Florida, has the authority to designate the City Manager to execute the agreement on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, THAT:

1. **APPROVAL OF AGREEMENT: AUTHORIZATION AND DELEGATION TO EXECUTE AGREEMENT.** The City of Wauchula City Commission hereby approves of the execution of the agreement with the Florida Department of Environmental Protection and authorizes the City Manager to execute the agreement and any subsequent amendments and other documents specifically related to said Agreement attached hereto as Exhibit "A".
2. **EFFECTIVE DATE:** This Resolution shall take effect immediately upon adoption.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 8th day of June, 2026, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

**Thomas A Cloud, Esquire
City Attorney**

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

Item # 7.

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

1. Project Title (Project): **Wauchula Deepwell Potable Water and Fire Safety Improvements** Agreement Number: **L0364**

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

Grantee Name: **City of Wauchula** Entity Type: **Local**

Grantee Address: **126 South 7th Avenue, Wauchula FL, 33873** FEID: **59-600446**

(Grantee)

3. Agreement Begin Date: **July 01, 2025** Date of Expiration: **June 30, 2029**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (27.5141, -81.8821)**

Project Description: **The Grantee will complete the preconstruction activities for potable water and fire safety improvements at the Wauchula Municipal Airport.**

| 5. Total Amount of Funding: | Funding Source? | Award #s or Line-Item Appropriations: | Amount per Source(s): |
|--|--|--|-----------------------|
| 1332938 | <input checked="" type="checkbox"/> State <input type="checkbox"/> Federal | LP, GAA LI 1555, FY 25-26, WPSPTF | \$ 1332938 |
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ |
| | <input type="checkbox"/> State <input type="checkbox"/> Federal | | \$ |
| | <input type="checkbox"/> Grantee Match | | \$ |
| Total Amount of Funding + Grantee Match, if any: | | | \$ 1332938 |

| | |
|--|---|
| <p>6. Department's Grant Manager Name: Patricia Gedeo or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2938 Email: Patricia.Gedeo@FloridaDEP.gov</p> | <p>Grantee's Grant Manager Name: Ward Grimes or successor Address: City of Wauchula 126 South 7th Avenue Wauchula FL, 33873 Phone: 863-773-3115 Email: wgrimes@cityofwauchula.com</p> |
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

| | |
|---|---|
| <input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State) | |
| <input type="checkbox"/> Exhibit I: Forced Labor Attestation Form | |
| <input type="checkbox"/> Additional Exhibits (if necessary): | |
| 8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): | |
| Federal Award Identification Number(s) (FAIN): | |
| Unique Entity Identifier (UEI): | |
| Federal Award Date to Department: | |
| Federal Award Project Description: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | <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 unless another date is specified in the grant documents.

City of Wauchula

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Olivia Minshew, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Patricia Gedeo, DEP Grant Manager

David M. Taylor, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

Attachment 1

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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

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

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

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

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

12. Insurance.

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

13. Termination.

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

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

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

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

21. Waiver.

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

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

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

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

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

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

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

25. Investing in America

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

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

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

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

26. Scrutinized Companies.

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

27. Lobbying and Integrity.

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

28. Record Keeping.

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

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting/Subawards.

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

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

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

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

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

38. Assignment.

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

39. Compensation Report.

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

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

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

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

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

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

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

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

44. Complete and Accurate information.

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

45. Execution in Counterparts and Authority to Sign.

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

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0364**

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 Wauchula Deepwell Potable Water and Fire Safety Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

| <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/Subaward (Subcontractors/Subrecipients) |
| <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. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|-------------------|--|
| \$200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| \$200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

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

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

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

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

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

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

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

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

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Wauchula Deepwell Potable Water and Fire Safety Improvements

PROJECT LOCATION: The Project will be located in the City of Wauchula within Hardee County; Lat/Long (27.5141, -81.8821).

PROJECT BACKGROUND: This project will address necessary potable water and fire safety improvements at the Wauchula Municipal Airport to support long-term operational needs, provide fire protection, and increase future economic development for the City of Wauchula (Grantee).

PROJECT DESCRIPTION: The Grantee will complete the preconstruction activities for potable water and fire safety improvements at the Wauchula Municipal Airport.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Wauchula Deepwell Potable Water and Fire Safety Improvements project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

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

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

Task 2: Project Management

Deliverables: The Grantee will provide project management services related to the Wauchula Deepwell Potable Water and Fire Safety Improvements project, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, 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 a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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

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

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

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

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

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|----------|----------------------------|----------------------|--------------|-----------------|---------------|
| 1 | Preconstruction Activities | Contractual Services | \$1,244,538 | 07/01/2025 | 12/31/2028 |
| 2 | Project Management | Contractual Services | \$88,400 | 07/01/2025 | 12/31/2028 |
| Total: | | | \$1,332,938 | | |

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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
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|---|--|--------------------------------|-------------|--|----------------|------------------------------|
| State Program A | State Awarding Agency | State Fiscal Year ¹ | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Florida Department of Environmental Protection | 2025-2026 | 37.039 | Statewide Water Quality Restoration Projects – LI 1555 | \$1,332,938 | 149950 |
| State Program B | State Awarding Agency | State Fiscal Year ² | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |

| | | |
|-------------|-------------|--|
| Total Award | \$1,332,938 | |
|-------------|-------------|--|

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

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

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

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

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

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

REQUEST FOR PROPOSALS

Permanent Outdoor Sound System Design and Installation
Historic Downtown Wauchula, Florida

Issued by:

Wauchula Community Redevelopment Agency

107 E. Main Street | Wauchula, Florida 33873 Phone:

(863) 767-0330

| MILESTONE | DATE |
|---------------------------------------|---|
| RFP Release Date | Tuesday, June 9, 2026 |
| Site Visit (Optional) | Tuesday, June 16, 2026 @ 10:00 AM or 2:00 PM (Heritage Park Pavilion) |
| Deadline for Written Questions | Wednesday, June 24, 2026 @ 5:00 PM |
| Responses to Questions Issued | Friday, June 26, 2026 @ Noon |
| Proposal Submission Deadline | Tuesday, July 7, 2026 @ 2:00 PM |
| Anticipated Award | Monday, July 13, 2026 |
| Project Completion Deadline | Monday, September 14, 2026 |

Proposals must be submitted by the deadline above to be considered.

SECTION I — INTRODUCTION AND GENERAL INFORMATION

The Wauchula Community Redevelopment Agency (CRA), hereinafter referred to as “the CRA,” is soliciting sealed proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The selected contractor shall deliver a complete, turnkey system that includes system design, equipment supply, installation, acoustic testing, programming, operator training, and all documentation required for long-term operation and maintenance.

The CRA reserves the right to: reject any and all proposals or portions thereof; waive minor irregularities; request clarification of information submitted; negotiate modifications to proposals; and award to the proposer whose offer is determined to be in the best interest of the CRA.

1.1 Point of Contact

All inquiries regarding this RFP shall be submitted in writing to:

Jessica Newman, CRA Director

Wauchula Community Redevelopment Agency

107 E. Main Street, Wauchula, Florida 33873 Email:

jnewman@cityofwauchula.com

Phone: (863) 767-0330

Responses to questions will be issued in the form of an Addendum and posted to:

Questions submitted by other means or directed to anyone other than the CRA Director, will not receive an official response and will not be binding on the CRA.

Prospective respondents shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the CRA Board, City Commission, or any employee of the City of Wauchula, other than the CRA Director in writing as specified above. Unauthorized communications initiated by a respondent shall be grounds for disqualifying the offending respondent from consideration for award of the proposal and/or any future proposal. (See Section 7.1)

1.2 Submission of Proposals

Proposals shall be submitted in a sealed envelope or package, clearly marked on the outside:

CRA RFP 26-02 – PERMANENT OUTDOOR SOUND SYSTEM

Sealed proposals must be physically received no later than the date and time specified on the cover page. Submissions may be hand-delivered or sent via courier to:

Wauchula Community Redevelopment Agency

107 E. Main Street

Wauchula, Florida 33873

Electronic submissions will NOT be accepted unless the CRA issues a written addendum authorizing such submissions and specifying the acceptable format and delivery address.

Late proposals will not be accepted or evaluated, regardless of the reason for delay.

The CRA assumes no liability for costs incurred by vendors in preparing or submitting proposals. See

Section V for additional requirements.

1.3 Questions and Addenda


All questions regarding this RFP must be submitted in writing to the Point of Contact listed in Section 1.1 no later than Wednesday, June 24, 2026 @ 5:00 PM..

Verbal questions will not receive an official response. All written questions and the CRA's official responses will be issued as numbered addenda and distributed to all registered proposers. Addenda become part of the RFP and are binding on all proposers.

Proposers are responsible for acknowledging receipt of all addenda in their proposals. The CRA is not responsible for any misunderstanding arising from failure to obtain addenda.

1.4 Site Visit

An optional pre-proposal site visit will be held on Tuesday, June 16, 2206. Two meeting times are offered: 10:00 AM or 2:00 PM on site at the Heritage Park Pavilion, 209 W. Main Street. Attendance is strongly encouraged but not mandatory.

Proposers who attend will have the opportunity to inspect existing equipment, pole-mounting infrastructure, electrical access points, and the proposed expansion areas. The CRA will not schedule individual site s.

1.5 Public Records Notice

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the Request for Proposals, all proposals submitted to this RFP, and any communications with the City related thereto are in the public domain, constitute public records of the Wauchula Community Redevelopment Agency upon submission, and are subject to disclosure under Chapter 119, Florida Statutes (Florida Public Records Law). Proposers are advised not to include confidential trade secrets or proprietary information in their proposals. If proposers do include confidential trade secrets or proprietary information in their submittals, they are requested to specifically identify such information contained in their submittals that they consider to be trade secrets as defined in section 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to the purported trade secret information ("Confidential Information"). All materials that the Proposer contends qualify for exemption under Chapter 119, Florida Statutes, or other applicable law must be submitted in a separate envelope, clearly identified "EXEMPT FROM PUBLIC DISCLOSURE UNDER CH. 119, FLA. STAT." with the Proposer's name marked on the outside. The CRA will NOT accept submissions labeled as exempt from public disclosure in their entirety. The CRA does not guarantee the protection of any information submitted and makes no representation that claimed exemptions will be upheld. The CRA's legal counsel will determine the applicability of any claimed exemption. Proposers acknowledge that the designation of information as exempt under Ch. 119, Florida Statutes, may be challenged in court by any person or entity. By designation of material as exempt from public disclosure, the Proposer agrees to indemnify and defend the City (and its employees, agents, and elected and appointed officials) against all claims and actions (whether or not a lawsuit is actually filed in a court of law) related to the Proposer's designation of materials as exempt from disclosure, and further agrees to hold the CRA (and its employees, agents, and elected and appointed officials) harmless from any award to a plaintiff for damages, costs, and attorney's fees incurred by reason of any claim or action related to Respondent's designation of material as exempt from disclosure.

All proposals received in response to this RFP will become the property of the City and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CRA.

SECTION II — VENDOR QUALIFICATIONS AND REQUIREMENTS

2.1 Minimum Qualifications

To be eligible for award, proposers must demonstrate that they:

- Hold a valid contractor's license issued by the State of Florida, or are registered to perform the required work under applicable Florida law
- Have a minimum of five (5) years of experience designing and installing outdoor commercial or municipal audio systems
- Have successfully completed at least three (3) comparable outdoor sound system projects within the past five (5) years
- Possess sufficient staffing, equipment, and financial resources to complete the project by Monday, September 14, 2026.
- Are able to provide ongoing maintenance, technical support, and warranty service post-installation
- Are not currently debarred, suspended, or otherwise prohibited from contracting with federal, state, or local government entities

2.2 Insurance Requirements

The selected vendor shall provide the CRA with original certificates of insurance evidencing the following coverage prior to executing a contract and before any work commences. All policies shall be maintained throughout the term of the project. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without prior written permission from the CRA.

The CRA requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the contractor to comply with these insurance provisions, the CRA may, at its option and on notice, suspend the project until there is full compliance.

- **Workers' Compensation and Employer's Liability:** Statutory benefits as required by Florida law and applicable federal statutes; Employer's Liability minimum \$100,000; All States Endorsement — Statutory; Voluntary Compensation — Statutory. Policy shall contain a waiver of subrogation in favor of the City of Wauchula.
- **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, death, and property damage. Coverage shall include: Premises and Operations; Products/Completed Operations; Broad Form contractual liability; Personal Injury (with employment and contractual exclusions deleted); Broad Form Property Damage; Independent Contractors; and Separation of Insureds clause.
- **Comprehensive Automobile Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, death, and property damage, including all owned, hired, and non-owned vehicles.
- **Professional Liability (Errors & Omissions):** \$500,000 per claim, if design services are included in the proposal. The selected contractor shall maintain this coverage for a minimum of two (2) years following project completion.

All policies shall be issued by insurers authorized to do business in the State of Florida with a minimum A.M. Best rating of A / VIII. The Wauchula Community Redevelopment Agency and the City of Wauchula shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies. Workers' Compensation and Professional Liability policies are excluded from the additional insured requirements.

2.3 Licenses and Permits

The selected vendor shall obtain and pay for all permits, licenses, and approvals required for the project, including but not limited to building, electrical, and right-of-way permits.

2.4 Compliance

The selected vendor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and safety standards, including but not limited to:

- National Electrical Code (NEC)
- Florida Building Code
- Americans with Disabilities Act (ADA), where applicable
- OSHA safety standards
- City of Wauchula right-of-way and construction standards

2.5 Conflict of Interest and Non-Collusion

This RFP and awarded contract(s) are subject to Chapter 112, Florida Statutes. All Proposers must disclose with their qualifications the name of any officer, director, or agent who is also an employee of the CRA or the City of Wauchula. Further, all Respondents must disclose the name of any CRA or City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches. Each proposer shall complete and submit the Conflict of Interest Disclosure and Non-Collusion Affidavit included as Exhibit C to this RFP. By submitting a proposal, the proposer certifies that:

- No officer, employee, or agent of the CRA has a financial interest in the proposing firm, and no such person has solicited or accepted any gift, gratuity, or payment in connection with this procurement
- The proposal has been prepared independently and without collusion, consultation, communication, or agreement with any other proposer or potential proposer
- The prices submitted have not been and will not be disclosed to any other proposer prior to the submission deadline

SECTION III — SCOPE OF WORK (EXHIBIT A)

3.1 Project Overview

The CRA seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The existing system includes speakers mounted on decorative light poles along approximately three (3) blocks of Main Street, and two (2) larger speakers at Heritage Park Pavilion. The system has reached the end of its useful life and no longer provides the audio clarity, flexibility, zone control, or expandability required for current and future downtown programming.

The new system shall support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district. It shall be designed with independently controlled audio zones to maximize operational flexibility.

In addition to the base proposal for the existing service area, proposers shall include separate alternate pricing for expansion of the system to approximately three (3) additional blocks of Main Street.

Project completion is required no later than Monday, September 14, 2026.

3.2 Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout Heritage Park and the existing three-block downtown corridor along Main Street
- Replace the aging system with modern, scalable technology with preferably remote access and control capabilities
- Establish independently controlled audio zones with separate volume control and muting per zone
- Support public announcements, background music, festivals, live entertainment, and small performances
- Minimize visual impact within the historic downtown environment
- Utilize equipment designed for permanent outdoor installation in Florida climate conditions
- Provide remote access and user-friendly controls for authorized staff
- Allow future system expansion without full system replacement
- Be reliable, easy to maintain, and adaptable for future programming needs

3.3 Contractor Responsibilities

The selected contractor shall provide all labor, materials, equipment, permitting assistance, design services, installation, testing, and training necessary to deliver a complete and operational outdoor sound system. Responsibilities include, but are not limited to, the following:

3.3.1 Site Assessment

The contractor shall:

- Conduct a thorough site visit to evaluate existing speaker infrastructure, mounting conditions, and system components
- Assess current light pole-mounted speaker locations and structural mounting capabilities
- Evaluate Heritage Park Pavilion speaker infrastructure
- Review electrical availability, panel capacity, and connectivity requirements

- Evaluate sound propagation conditions throughout the downtown and park areas
- Identify infrastructure limitations and recommend necessary upgrades
- Assess future expansion opportunities along Main Street

3.3.2 System Design

The contractor shall develop a comprehensive system design including:

- Speaker placement plans for the existing downtown coverage area, Heritage Park, and proposed expansion areas
- Acoustic coverage modeling to ensure consistent and intelligible sound distribution throughout the coverage area
- Recommended speaker quantities, types, and mounting methods
- Amplification and digital signal processing (DSP) system design
- Zoned audio controls with independent volume management per zone
- Centralized and/or remote system control capabilities accessible to authorized CRA/City staff
- Wired and/or wireless transmission strategy that ensures long-term reliability
- Integration with existing electrical infrastructure where feasible
- Surge protection, lightning protection, and weather protection measures
- Provisions for future system expansion

Designs shall prioritize durability, ease of operation, scalability, minimal visual intrusion, and long-term maintenance accessibility.

3.3.3 Equipment Specifications

All proposed equipment shall:

- Be specifically designed and rated for permanent outdoor installation
- Operate reliably in Florida climate conditions, including extreme heat, high humidity, heavy rainfall, UV exposure, and tropical storm conditions
- Be corrosion-resistant and UV-rated for long-term outdoor exposure
- Carry weatherproof or marine-grade protection ratings (IP55 or better for speaker enclosures)
- Include surge protection and proper grounding in compliance with applicable codes
- Be compatible with future system expansion without full replacement
- Be commercial-grade components from established manufacturers with readily available replacement parts, technical support, and a minimum five (5)-year product availability commitment

Speakers, mounts, brackets, and associated hardware shall be engineered to withstand Florida wind loads and environmental exposure in accordance with the Florida Building Code.

3.3.4 Installation

The contractor shall:

- Supply all equipment, mounts, wiring, conduit, hardware, and accessories necessary for a complete installation
- Remove and properly dispose of all obsolete equipment in accordance with applicable regulations
- Install all components in accordance with approved design plans, applicable codes, and manufacturer specifications

- Coordinate all installation activities to minimize disruption to downtown businesses, vehicular traffic, and public use areas
- Protect existing streetscape infrastructure, decorative lighting, landscaping, and historic elements during installation
- Coordinate with the City of Wauchula and CRA regarding scheduling, right-of-way access, and utility notifications

3.3.5 System Testing and Commissioning

Upon completion of installation, the contractor shall:

- Configure the full system for optimal audio coverage across all zones
- Perform acoustic testing and calibration throughout the coverage area
- Verify proper operation of all zones, control systems, and remote access functions
- Eliminate dead zones, feedback issues, and excessive volume overlap between zones
- Conduct a formal system demonstration for CRA and City representatives prior to final acceptance

3.3.6 Training and Documentation

The contractor shall provide:

- On-site hands-on training for CRA and City staff
- Written operating instructions and a user-friendly operations guide in plain language
- All equipment manuals and manufacturer documentation
- Warranty documentation for all equipment and installation labor
- Recommended preventive maintenance schedule and procedures
- As-built drawings showing all speaker locations, wiring routes, equipment locations, and zone configurations
- Technical support contact information and escalation procedures

3.4 Alternate Pricing — System Expansion

In addition to the base proposal, proposers shall provide a separate line-item alternate price for expansion of the sound system to cover approximately three (3) additional blocks of Main Street beyond the existing three-block coverage area.

The alternate pricing shall include all design, equipment, installation, testing, and training costs associated with the expanded coverage area. The CRA reserves the right to accept or reject the alternate at its sole discretion and is under no obligation to award the expansion as part of this contract.

SECTION IV — WARRANTY AND ONGOING SUPPORT

4.1 Equipment Warranty

All equipment provided under this contract shall carry the manufacturer's standard warranty. At minimum, proposers shall provide:

- Speaker enclosures and drivers: minimum three (3) years manufacturer's warranty against defects in materials and workmanship
- Amplifiers, DSP, and signal processing equipment: minimum three (3) years manufacturer's warranty
- Mounting hardware and brackets: minimum five (5) years against corrosion failure under Florida outdoor conditions

Proposers shall clearly identify in their proposal any equipment whose manufacturer's warranty falls below these minimums and shall propose extended coverage or substitutions to meet these thresholds.

4.2 Installation Labor Warranty

The contractor shall provide a minimum one (1)-year warranty on all installation labor and workmanship. During the warranty period, the contractor shall correct, at no cost to the CRA, any defects resulting from improper installation, incorrect wiring, faulty configuration, or contractor error.

4.3 Post-Installation Support

Proposers shall describe in their proposal the technical support services they are able to offer following project completion, including:

- Response time commitment for warranty service calls
- Availability of ongoing maintenance contracts (optional pricing may be provided)
- Remote diagnostic capabilities, if applicable
- Local technician availability within the State of Florida

The CRA may negotiate a separate ongoing maintenance and support agreement with the selected contractor following project acceptance. Optional annual maintenance pricing is encouraged but not required as part of this proposal.

SECTION V — PROPOSAL REQUIREMENTS AND FORMAT

To ensure uniform review, all proposals must follow the format described in this section. Proposals that do not include the required elements may be deemed non-responsive and disqualified from further consideration.

5.1 Number of Copies

Proposers shall submit one (1) original and three (2) printed copies of the complete proposal. All copies shall be enclosed in a single sealed package.

5.2 Required Proposal Sections

Each proposal shall be organized in the following order with tabbed dividers:

Tab 1 — Cover Letter

A signed cover letter on company letterhead identifying the firm, its primary contact, and a statement of the firm's interest in and qualifications for this project. The cover letter shall be signed by a principal or officer authorized to bind the firm contractually.

Tab 2 — Firm Qualifications

A description of the firm's background, years in business, and relevant experience. Include:

- A list of at least three (3) comparable outdoor sound system projects completed within the past five (5) years, including project name, owner/client, location, project value, and a contact reference for each
- Resumes of key personnel who will be assigned to this project, including the lead designer and project manager
- Proof of valid Florida contractor's license(s) applicable to this work

Tab 3 — Technical Approach and System Design

A detailed narrative describing the proposer's technical approach, including:

- Proposed system design concept and zone layout
- Equipment proposed (manufacturers and model numbers), with specifications and cut sheets
- Acoustic coverage methodology
- Wiring/wireless strategy
- Control system description and user interface
- Surge and weather protection approach
- Plan for minimizing visual impact in the historic district
- Future expandability provisions

Tab 4 — Project Schedule

A proposed project schedule showing key milestones from contract execution through final system acceptance, demonstrating the ability to complete the project by September 14, 2026.

Tab 5 — Cost Proposal

A detailed cost proposal including:

- Base Proposal: itemized costs for design, equipment (listed by item), installation labor, permitting, testing, training, and documentation for the existing three-block coverage area and Heritage Park
- Alternate Proposal: separate itemized pricing for expansion to three (3) additional blocks of Main Street
- Optional Annual Maintenance Contract pricing (if offered)

All prices shall be firm and inclusive of all taxes, fees, and charges. No cost escalation will be accepted after proposal submission.

Tab 6 — Warranty Statement

A written statement identifying the specific warranty terms offered for all equipment and installation labor, clearly indicating how those warranties meet or exceed the minimums specified in Section IV.

Tab 7 — Required Forms

Completed and signed copies of all required forms as listed in Section VII, including:

- Conflict of Interest Disclosure and Non-Collusion Affidavit (Exhibit C)
- Vendor References Form (Exhibit D)
- Certificate(s) of Insurance (or commitment letter from insurer)

SECTION VI — EVALUATION CRITERIA AND AWARD

The CRA will evaluate all responsive, responsible proposals using the weighted scoring criteria below. The award will be made to the proposer whose proposal represents the best overall value to the CRA, which may not be the lowest-cost proposal.

6.1 Scoring Matrix

| Evaluation Criterion | Maximum Points |
|---|----------------|
| 1. Vendor Qualifications and Experience | 25 |
| – Relevant project experience (comparable outdoor municipal/commercial systems) | |
| – Staff qualifications and availability | |
| – Florida licensure and compliance standing | |
| 2. Technical Approach and System Design | 30 |
| – Quality and completeness of proposed system design | |
| – Equipment specifications and suitability for Florida conditions | |
| – Zoning flexibility and expandability provisions | |
| – Acoustic coverage methodology | |
| 3. Project Schedule and Ability to Complete by September 14, 2026 | 15 |
| 4. Cost Proposal (Base Bid) | 20 |
| – Evaluated for overall value, not lowest price alone | |
| 5. Warranty and Post-Installation Support | 10 |
| TOTAL | 100 |

6.2 Evaluation Process

Proposals will be reviewed in the following sequence:

- Step 1 — Responsiveness Review: Proposals that are incomplete, late, or fail to meet minimum requirements will be deemed non-responsive and will not be evaluated.
- Step 2 — Qualifications Review: Proposals will be reviewed to confirm that the proposer meets all minimum qualifications set forth in Section II.
- Step 3 — Scored Evaluation: A review committee composed of CRA staff and/or designated evaluators will independently score each qualifying proposal using the criteria above.
- Step 4 — Interviews (Optional): The CRA may invite one or more top-ranked proposers to participate in an oral presentation or interview at its discretion. Interview scores, if conducted, will be incorporated into the final ranking.
- Step 5 — Award Recommendation: The CRA will present an award recommendation to the CRA Board for approval.

6.3 Negotiations

The CRA reserves the right to negotiate the scope, price, and terms of a contract with the highest-ranked proposer prior to award. If negotiations are unsuccessful, the CRA may negotiate with the next-highest-ranked proposer.

6.4 Right to Reject

The CRA reserves the right to reject any or all proposals, to waive minor irregularities, to re-solicit proposals, or to abandon the procurement entirely if deemed to be in the public interest.

SECTION VII — GENERAL CONDITIONS AND LEGAL REQUIREMENTS

7.1 Unauthorized Communications

After the issuance of this RFP, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to this RFP with any member of the CRA Board or any employee of the City of Wauchula, other than the CRA Director in writing as specified in Section 1.1. This prohibition begins upon issuance of this RFP and ends upon execution of the final contract. Unauthorized communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award and/or any future CRA solicitation.

7.2 Contract Form and Negotiations

The selected proposer will be required to execute a written agreement with the Wauchula Community Redevelopment Agency. No contract or agreement is binding until it is reviewed and accepted by the CRA Board and executed by all parties. Contractor purchase orders are not binding on the CRA.

The CRA reserves the right to negotiate for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the services needed. If the parties are unable to agree on a revised contract, the CRA may seek new proposals and, upon a minimum of ten (10) calendar days written notice, may terminate the unexpired portion of the contract. The CRA shall not be liable for any cost beyond the contract price during the period in which service was actually provided.

If the selected vendor fails to execute an agreement with the CRA within a reasonable time from the award of this RFP, the CRA may cancel the award and negotiate with the next highest-ranked vendor.

7.3 Payment Terms

Payment shall be made in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes. The CRA anticipates a milestone-based payment schedule to be negotiated prior to contract execution. A suggested schedule is as follows:

- 25% upon execution of contract and CRA approval of system design
- 50% upon delivery and installation of all equipment on-site
- 25% upon final system acceptance, delivery of as-built drawings, and completion of staff training

No payment shall be made for uninstalled equipment stored off-site without prior written approval from the CRA.

7.4 Performance and Payment Bonds

For contracts exceeding \$200,000, the selected contractor may be required to provide a Performance Bond and a Payment Bond, each equal to 100% of the contract value, executed by a surety company licensed to do business in the State of Florida. The CRA will advise the selected contractor of this requirement prior to contract execution.

7.5 Liquidated Damages

Time is of the essence. If the project has not reached Substantial Completion by September 14, 2026, the contractor may be assessed liquidated damages in the amount of \$500 per calendar day for each

day the project remains incomplete beyond that date, which the parties agree represents a fair and reasonable estimate of damages the CRA would suffer from delay.

7.6 Indemnification

To the fullest extent permitted by law, the selected contractor shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City of Wauchula, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, and costs (including attorney's fees through negotiation, litigation, and all appeals) arising out of or resulting from, or claimed to have resulted in whole or in part from:

- The failure of the contractor to comply with applicable laws, rules, or regulations;
- Any actual or alleged act or omission of the contractor, or breach by the contractor of its obligations under the contract;
- Any claim for trademark, patent, or copyright infringement arising out of the contractor's performance;
- The negligent acts, errors or omissions, or intentional or willful misconduct of the contractor, its subcontractors, agents, employees, or invitees; or
- Liens, claims, or actions made by the contractor or any subcontractor or other party performing the work.

The contractor shall not be obligated to defend or indemnify the CRA or the City with respect to claims or damages arising solely out of the CRA's or City's own negligence.

7.7 Subcontracting

The selected contractor shall not subcontract a material portion of the work without prior written approval from the CRA. Any approved subcontractors shall be subject to the same licensing, insurance, and compliance requirements as the prime contractor, including E-Verify registration.

7.8 Governing Law and Venue

This RFP and any resulting agreement shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida, or the United States District Court, Middle District of Florida. The contractor shall comply with all applicable federal, state, and local laws and regulations.

7.9 Public Entity Crimes — Section 287.133(3)(a), Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the convicted vendor list following a conviction for a public entity crime. A person or affiliate on the convicted vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity in excess of the threshold amount in Section 287.017, Florida Statutes, Category Two, for a period of 36 months from the date of placement on the list.

7.10 Discrimination — Section 287.134, Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the discriminatory vendor list. An entity on the discriminatory vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity.

7.11 Scrutinized Companies — Section 287.135, Florida Statutes

The proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel. The proposer shall immediately notify the CRA if its certification changes at any point during the proposal process or term of any contract. The CRA may terminate any contract if the proposer is found to have submitted a false certification or is subsequently placed on any such list.

7.12 E-Verify

Pursuant to Florida law effective January 1, 2021, the selected contractor and all approved subcontractors shall be registered with and use the E-Verify system to verify the work authorization status of all newly hired employees assigned to this project. Proof of E-Verify registration shall be provided to the CRA prior to commencement of work.

7.13 Development Costs

Neither the CRA nor its representatives shall be liable for any expenses incurred by proposers in connection with the preparation of a response to this RFP. Proposers should prepare their

proposals simply and economically, providing a straightforward and concise description of their qualifications and approach.

7.14 Limitations

This RFP does not commit the CRA to award a contract. The CRA reserves the right to: (1) accept or reject any proposals in part or in whole; (2) request additional information from any proposer; (3) limit and determine the actual scope of services to be included in any contract; (4) obtain information for use in evaluating submittals from any source; and (5) reject all submittals and re-solicit or abandon the procurement.

EXHIBIT C — REQUIRED FORMS

Non-Collusion Affidavit and Conflict of Interest Disclosure

State of Florida

County of _____

The undersigned, being duly sworn, deposes and says:

1. I am the _____ (title) of _____ (firm name), the proposer submitting this proposal.

2. I have full authority to execute this affidavit on behalf of the proposer.

3. The attached proposal has been arrived at by the proposer independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other proposer of the same goods or services designed to limit independent bidding or competition.

4. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer prior to the official opening of the proposals.

5. No officer, employee, or agent of the Wauchula Community Redevelopment Agency or the City of Wauchula has a financial interest in the proposing firm or has received any gift, gratuity, favor, or payment in connection with the preparation or submission of this proposal.

6. I am not aware of any conflict of interest that would prevent the proposing firm from performing the services described in this RFP. If any potential conflict of interest exists, it is described below:

Description of potential conflict (if none, write 'None'):

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Phone: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____ Commission Expires: _____

(Notary Seal)

Vendor References Form (Exhibit D)

Provide the following information for a minimum of three (3) comparable outdoor sound system projects completed within the past five (5) years. The CRA reserves the right to contact references.

Reference #1

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #2

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #3

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: \$ _____

Scope of Work (brief description): _____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

EXHIBIT E — RFP RESPONSE FORM

RFP — Design and Installation of a Permanent Outdoor Sound System

Wauchula Community Redevelopment Agency | Historic Downtown Wauchula, Florida

By signing below, I certify on behalf of myself and the firm I represent that:

(A) I have read and fully understand the specifications, conditions, and instructions contained in this Request for Proposals and the following addenda:

| Addendum # | Addendum Date | Acknowledged (initials) |
|------------|---------------|-------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

(B) I am authorized to execute this form and to bind my firm contractually.

(C) The statements set forth in this proposal as to debarment and suspension, public entity crimes (Section 287.133), discrimination (Section 287.134), and scrutinized companies (Section 287.135) are true and correct.

(D) I understand that the CRA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the CRA. By submitting this proposal, I expressly waive any claim to damages of any kind in the event the CRA exercises this right.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Florida Contractor License #: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Base Proposal Total (lump sum): \$ _____

Alternate Proposal — 3-Block Expansion (lump sum): \$ _____

Optional Annual Maintenance Contract (if offered): \$ _____ per year