



## **CITY COMMISSION WORKSHOP AGENDA**

**Monday, January 05, 2026 at 5:00 PM**

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

**[www.cityofwauchula.gov](http://www.cityofwauchula.gov)**

---

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **CALL TO ORDER**

### **ROLL CALL**

### **OPEN COMMISSION WORKSHOP**

- 1.** Resolution 2026-01 SCOP Agreement w FDOT Heard Bridge Road
- 2.** Resolution 2026-02 Resiliency Hardening Study of the Wastewater Treatment Plant
- 3.** Resolution 2026-03 State Revolving Fund Loan Program (Project #WW25018)
- 4.** ITB 25-04 Downing Circle Milling and Resurfacing Bid Recommendation
- 5.** Personnel Rules & Regulations (PRR) Amendment - Probationary Period for Sworn Law Enforcement
- 6.** Subordination of City Utility Interest - FDOT E Main Sidewalk Project
- 7.** AMI Project Year End Update
- 8.** Bad Debt Write-Off

### **CITY ATTORNEY REPORTS**

### **CITY MANAGER REPORT**

### **CITY COMMISSIONER REPORTS**

### **REMINDERS**

### **ADJOURNMENT**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AUTHORIZING THE EXECUTION OF A SMALL COUNTY OUTREACH PROGRAM (“SCOP”) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PROVIDING FOR ACTUAL TOTAL PROJECT FUNDING IN AN AMOUNT NOT-TO-EXCEED \$1,173,888.00**

**WHEREAS**, the City approved the execution of a Small County Outreach Program Agreement (“SCOP”) with the Florida Department of Transportation (“FDOT”) providing for funding by FDOT of certain improvements on Heard Bridge Road under Financial Project #456012-1-54-01 on the below date; and

**WHEREAS**, the FDOT has programmed up to \$1,173,888.00 to reimburse the City of Wauchula for the design, construction and CEI services under the SCOP Agreement; and

**WHEREAS**, the FDOT requires the City of Wauchula (the “City”) to provide a resolution memorializing and confirming the City’s aforementioned affirmative vote to approve the SCOP Agreement and authorizing its City Manager to execute the agreement; and

**WHEREAS**, it is in the public interest that the parties enter into the SCOP Agreement

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

1. On the below date, the City Commission approved by majority vote the SCOP Agreement for FDOT Financial Project # 456012-1-54-01 and authorized its City Manager to execute the Agreement.
2. An executed original Resolution will be forwarded by the City of Wauchula to FDOT along with the executed Agreement.

This Resolution was adopted by a motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ with the majority vote favoring the same this 12<sup>th</sup> day of January, 2026.

(SEAL)

ATTEST:

CITY OF WAUCHULA

\_\_\_\_\_  
Stephanie Camacho, City Clerk

By: \_\_\_\_\_  
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kristie Hatcher-Bolin, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

Item # 1.

  
 LOCAL PROGRAM NO  
 03/25

---

|                               |                              |                                 |
|-------------------------------|------------------------------|---------------------------------|
| FPN: <u>456012-1-54-01</u>    | Fund: <u>SCRC</u>            | FLAIR Category: _____           |
|                               | Org Code: <u>55014010106</u> | FLAIR Obj: _____                |
| FPN: _____                    | Fund: _____                  | FLAIR Category: _____           |
|                               | Org Code: _____              | FLAIR Obj: _____                |
| FPN: _____                    | Fund: _____                  | FLAIR Category: _____           |
|                               | Org Code: _____              | FLAIR Obj: _____                |
| County No: <u>06 - Hardee</u> | Contract No: _____           | Vendor No: <u>F596000446004</u> |

---

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
 by and between the State of Florida Department of Transportation, ("Department"), and the City of Wauchula  
 , ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
  - Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the widening, reconstructing, and resurfacing of Heard Bridge Road Roadway Improvements(along Heard Bridge Road from Oak Street to the Wauchula City limits to the north), also construction a new sidewalk , curb and ramp repairs and installations throughout to meet ADA standards , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2031. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**LOCAL PROGRAM  
03/25

Item # 1.

potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
  - a. The estimated cost of the Project is \$1,173,888.00 (One Million One Hundred Seventy-Three Thousand Eight Hundred Eighty-Eight Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,173,888.00 (One Million One Hundred Seventy-Three Thousand Eight Hundred Eighty-Eight Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**LOCAL PROGRAM  
03/25

Item # 1.

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**LOCAL PROGRAM  
03/25

Item # 1.

Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

LOCAL PROGRAM  
03/25

Item # 1.

be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

#### 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

#### 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.
- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

Item # 1.

  
 LOCAL PROGRAM  
 03/25

in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
  - ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, FL 32399-0405  
 Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**LOCAL PROGRAM  
03/25  
Item # 1.

entity for the construction or repair of a public building or public work; may not submit bids 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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**LOCAL PROGRAM NO.  
03/25

Item # 1.

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

Item # 1.

  
 LOCAL PROGRAMS  
 03/25

**16. Exhibits.**

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit “C”**, Engineer’s Certification of Compliance is attached and incorporated into this Agreement.
- c.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit “K”**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d.  A portion or all of the Project will utilize the Department’s right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e.  The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**f. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer’s Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

Item # 1.  
LOCAL PROGRAM  
03/25

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Wauchula

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Review:

By: \_\_\_\_\_

Name: \_\_\_\_\_

DS  
DC

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 456012-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of Wauchula (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.553 Miles / 0.190 to 0.743

**PROJECT DESCRIPTION:**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Wauchula in connection with the design, construction, and construction engineering inspection of the widening, reconstructing, and resurfacing of Heard Bridge Road Roadway Improvements (along Heard Bridge Road from Oak Street to the Wauchula City limits to the north), also construction of a new sidewalk, curb ramp repairs and installations throughout to meet ADA standards. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the City to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Widen roadway as called for in the plans
2. Milling and Resurfacing or Overlaying the existing travel lanes.
3. Maintain existing traffic during the entire construction period.
4. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
5. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
6. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
7. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, enviromental permits and other necessary documents.
8. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
9. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall professionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
10. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
11. Identifying and obtaining any geotechnical investigation, analysis, and desgin dictated by the project needs.
12. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115,

Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

13. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

14. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by Decemeber 31, 2027
- b) Right-of-Way to be certified by December 31, 2027
- c) Construction contract to be let by June 30, 2029
- d) Construction to be completed by June 30, 2031

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B  
 SCHEDULE OF FINANCIAL ASSISTANCE**

| <b>RECIPIENT NAME &amp; BILLING ADDRESS:</b><br>City of Wauchula<br>126 South 7th Avenue<br>Wauchula, FL 33873 |  | <b>FINANCIAL PROJECT NUMBER:</b><br>456012-1-54-01 |                    |                       |   |
|--|--|--|--------------------|-----------------------|---|
| <b>PHASE OF WORK by Fiscal Year:</b>   |  | MAXIMUM PARTICIPATION                              |                    |                       | Indicate source of Local funds                                    |
|  |  | (1)<br>TOTAL PROJECT FUNDS                         | (2)<br>LOCAL FUNDS | (3)<br>STATE FUNDS    |   |
| <b>Design- Phase 34</b>  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| FY:  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| Total Design Cost  |  | \$ 0.00<br>%                                       | \$ 0.00<br>%       | \$ 0.00<br>%          |   |
| <b>Right-of-Way- Phase 44</b>  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| FY:  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| Total Right-of-Way Cost  |  | \$ 0.00<br>%                                       | \$ 0.00<br>%       | \$ 0.00<br>%          |   |
| <b>Construction- Phase 54</b>  | Maximum Department Participation (SCRC)                | \$1,173,888.00                                     | \$                 | \$1,173,888.00        | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| FY:  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| Total Construction Cost  |  | \$1,173,888.00<br>%                                | \$ 0.00<br>%       | \$1,173,888.00<br>%   |   |
| <b>Construction Engineering and Inspection - Phase 64</b>  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| FY:  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| Total Construction Engineering and Inspection Cost   |  | \$ 0.00<br>%                                       | \$ 0.00<br>%       | \$ 0.00<br>%          |   |
| <b>(Phase : )</b>  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| FY:  | Maximum Department Participation (Insert Program Name) | \$   | \$                 | \$                    | <input type="checkbox"/> In-Kind<br><input type="checkbox"/> Cash |
| Total Cost   |  | \$ 0.00<br>%                                       | \$ 0.00<br>%       | \$ 0.00<br>%          |   |
| <b>TOTAL COST OF THE PROJECT</b>   |  | <b>\$1,173,888.00</b>                              | <b>\$ 0.00</b>     | <b>\$1,173,888.00</b> |   |

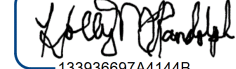
**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph, Local Program Coordinator

District Grant Manager Name

DocuSigned by:



12/09/2025 | 4:44 PM EST

133938697A4144B...

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and CITY OF WAUCHULA

PROJECT DESCRIPTION: HEARD BRIDGE ROAD ROADWAY IMPROVEMENTS

FPID#: 456012-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL: Name: \_\_\_\_\_

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

Item # 1.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT H**

**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

- 
1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
  2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
  3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
  4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
  5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

- State Project Title and ALN Number:**
- County Incentive Grant Program (CIGP), (ALN 55.008)
  - Small County Outreach Program (SCOP), (ALN 55.009)
  - Small County Road Assistance Program (SCRAP), (ALN 55.016)
  - Transportation Regional Incentive Program (TRIP), (ALN 55.026)
  - Insert Program Name, Insert ALN Number

**\*Award Amount:** \$1,173,888.00

\*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for ALN Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION 2026-02**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO A STANDARD GRANT AGREEMENT NUMBER L0365 WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE WAUCHULA RESILIENCY HARDENING STUDY OF THE WASTEWATER TREATMENT PLANT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID APPLICATION ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 166, Florida Statutes, the City's Charter, the Florida Constitution, and other applicable law authorizes the City to take actions necessary to maintain the health, safety, and welfare of its inhabitants; and

**WHEREAS**, the City Commission of the City of Wauchula believes it to be in the interest of the community's health, safety, and welfare to complete a hardening study of the Wastewater Treatment Plant and implement applicable strategies outlined within the study; and,

**WHEREAS**, the City Commission of the City of Wauchula, Florida, further believes it to be in the interest of the City to enter into a standard grant agreement with the State of Florida Department of Environmental Protection for the Resiliency Hardening Study of the Wastewater Treatment Plant; and,

**WHEREAS**, the Department of Environmental Protection is willing to enter into said agreement; and,

**WHEREAS**, the Department of Environmental Protection has programmed \$700,000.00 to reimburse the City of Wauchula to complete a hardening study of the Wastewater Treatment Plant and implement applicable strategies outlined within the study within the city limits of the City of Wauchula.

**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 authorizes the City Manager to execute and enter into State of Florida Department of Environmental

Protection L0365 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 12<sup>th</sup> day of January, 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**

**RESOLUTION NO 2026-03**

**A RESOLUTION OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW25018 as eligible for available funding; and,

WHEREAS, the City of Wauchula, Florida, intends to enter into a loan agreement with the Florida Department of Environmental Protection under the State Revolving Fund for project financing.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA:**

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

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

SECTION 3. The City of Wauchula, Florida, has been allocated 100% Principal Forgiveness for this loan. Therefore, no revenues are pledged for repayment of this loan.

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

SECTION 5. The City Manager is hereby designated as the authorized representative to execute the loan agreement and any subsequent amendments which will become a binding obligation in accordance with its terms when signed by both parties.

SECTION 6. The City Manager is authorized to represent the City of Wauchula in carrying out responsibilities under the loan agreement. The City Manager is authorized to delegate

responsibility to appropriate staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 7. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 8. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 10. This Resolution shall take effect immediately upon its approval.

On Motion of \_\_\_\_\_, seconded by \_\_\_\_\_, adopted by the City Commission of the City of Wauchula, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF WAUCHULA, FLORIDA

By: \_\_\_\_\_  
Name: Richard Keith Nadaskay, Jr.  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Camacho, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas A. Cloud, City Attorney

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING FUND LOAN  
PROGRAM for  
Point Source Water Pollution Control**

**LOAN APPLICATION**



Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Blvd., MS 3505  
Tallahassee, FL 32399-3000

## TABLE OF CONTENTS

|   | <b>Page<br/>Number</b> |
|---|------------------------|
| <b>LOAN APPLICATION</b>                               |                        |
| (1) SUBMITTAL.....                                    | 1                      |
| (2) COMPLETING THE APPLICATION.....                   | 1                      |
| (3) ASSISTANCE.....                                   | 1                      |
| <b>PART I - ADMINISTRATIVE INFORMATION</b>            |                        |
| (1) PROJECT SPONSOR.....                              | 1                      |
| (2) AUTHORIZED REPRESENTATIVE.....                    | 1                      |
| (3) PRIMARY CONTACT.....                              | 1                      |
| (4) ADDITIONAL CONTACTS.....                          | 1                      |
| (5) PROJECT NUMBER.....                               | 1                      |
| (6) INTERIM FINANCING.....                            | 1                      |
| <b>PART II - PROJECT INFORMATION</b>                  |                        |
| <b>A. PRECONSTRUCTION PROJECT</b>                     |                        |
| (1) ACTIVITIES.....                                   | 2                      |
| (2) SCHEDULE.....                                     | 2                      |
| (3) COST.....   | 2                      |
| <b>B. CONSTRUCTION PROJECT</b>                        |                        |
| (1) ACTIVITIES.....                                   | 2                      |
| (2) SCHEDULE.....                                     | 3                      |
| (3) COST.....   | 3                      |
| <b>PART III - FINANCIAL INFORMATION</b>               |                        |
| (1) PRINCIPAL.....                                    | 3                      |
| (2) TERMS AND REPAYMENT.....                          | 3                      |
| (3) ANNUAL FUNDING LIMIT.....                         | 3                      |
| (4) INFORMATION ON LIENS.....                         | 3                      |
| (5) ACTUAL AND PROJECTED REVENUES.....                | 4                      |
| (6) AVAILABILITY OF PLEDGED REVENUES.....             | 4                      |
| (7) LOAN SERVICE FEE.....                             | 4                      |
| <b>PART IV - AUTHORIZATION AND ASSURANCES</b>         |                        |
| (1) AUTHORIZATION.....                                | 4                      |
| (2) ASSURANCES.....                                   | 4                      |
| <b>PART V - SUPPLEMENTARY INFORMATION</b>             |                        |
| SCHEDULE OF PRIOR AND PARITY LIENS.....               | 7                      |
| SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE.....    | 8                      |
| SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE..... | 9                      |
| LIST OF ATTACHMENTS.....                              | 10                     |

## LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
- (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
- (b) All information provided on this application must be printed. Monetary amounts may be rounded.
- (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email [SRF\\_Reporting@dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us) for assistance in completing this application.

## PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Wauchula
- Federal Employer Identification Number 59-6000446
- DUNS Number 093848653
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
- Name Olivia Minshew Title City Manager
- Telephone (863) 773-3535 FAX (863) 773-0773 Email ominshew@cityofwauchula.com
- Mailing Address 126 S 7th Avenue, Wauchula, FL 33873
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
- Name Mark Brewer Title President
- Telephone (941) 756-5800 FAX \_\_\_\_\_ Email president@angiebrewer.com
- Employer Angie Brewer & Associates, LC
- Mailing Address 4214 Solutions Lane, Suite 104, Bradenton, FL 34211
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #* N/A).
- Name John Eason Title Deputy City Manager
- Telephone (863) 773-3535 FAX (863) 773-0773 Email jeason@cityofwauchula.com
- Employer City of Wauchula
- Mailing Address 126 S 7th Avenue, Wauchula, FL 33873
- (5) PROJECT NUMBER (listed on the Department's priority list). 25018
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing?

Yes

No

**PART II – PROJECT INFORMATION**

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

**A. PLANNING, DESIGN OR SSES PROJECT**

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (Attachment # N/A)

- (1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (Attachment # 1) Are these activities the same as those scheduled on the *Request for Inclusion Form*?  Yes  No. If “No”, please explain. (Attachment # N/A)
- (2) **SCHEDULE.**
  - (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)
 

|                                    |              |
|------------------------------------|--------------|
| Planning documentation             | October 2026 |
| Engineering work                   | October 2027 |
| Certification of site availability | October 2027 |
| Permit                             | October 2027 |
  - (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (Attachment # N/A)  Yes  No
  - (c) Is this a design/build project?  Yes  No
  - (3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current? If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # N/A) Note that the disbursable amount will be limited to the priority list amount.  Yes  No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

**B. CONSTRUCTION OR I/I REHABILITATION PROJECT**

- (1) **ACTIVITIES.**
  - (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (Attachment # 1). Are these contracts the same as those scheduled on the *Request for Inclusion Form*?  Yes  No  
If “No”, please explain. (Attachment # N/A)
  - (b) Have any of the contracts been bid?  Yes  No  
If “Yes”, indicate which contracts have been bid. (Attachment # N/A)
  - (c) Was planning, design, or SSES for this project financed in another SRF loan?  Yes  No  
If “Yes”, give the SRF loan number. 25018
  - (d) Does this project involve an interlocal agreement with other local governments or other entities?  Yes  No  
If “Yes”, attach a copy of the interlocal agreement. (Attachment # N/A)  
Is the interlocal agreement fully executed and enforceable?  Yes  No  
If “No”, please explain (Attachment # N/A).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. January 2028
- (b) Anticipated completion of all construction contracts. October 2031
- (3) COST. Is the cost information submitted for the priority list current?  Yes  No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment # N/A) Note that the disburseable amount will be limited to the priority list amount.

### PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$ 15,719,000 (100% PF)

Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.

- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 20 (years)

Over how many years would you like to amortize the loan? 20 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. N/A
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? N/A % (coverage percentage)

- (d) Is any other financial assistance being applied to this project?  Yes  No

If "Yes", please list. (Attachment # N/A)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

- (4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment # N/A) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #N/A*).
- (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #N/A*).
- (5) ACTUAL AND PROJECTED REVENUES.
- (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
- (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #5*) The opinion must address the following:
- (a) Availability of the revenues to repay the loan.
- (b) Right to increase rates at which revenues shall be collected to repay the loan.
- (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

#### PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #6*) for the following:
- (a) Pledging revenues to repay the loan.
- (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
- (a) Assurances for capitalization grant projects.
1. Complete all facilities for which funding has been provided.
  2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
  3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
  4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
  5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
  6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
  7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
  8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
  9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
  11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
  12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
  13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
  14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
  15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
  16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
  17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
  18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
  19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
  20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
  21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
  2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
  3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
  4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
  5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
  6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
  7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
  8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

- 9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
  - 10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
  - 11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
  - 12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
  - 13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
  - 14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.
- (c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20 2026  
 Authorized Representative \_\_\_\_\_ Olivia Minshew  
*(signature)* *(name typed or printed)*

Attachments

**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF PRIOR AND PARITY LIENS  
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

|                                 |                    |  |                    |  |                    |
|---------------------------------|--------------------|--|--------------------|--|--------------------|
|                                 | <b>#1</b>          |  | <b>#2</b>          |  | <b>#3</b>          |
| <b>Identify Each Obligation</b> | N/A                |  |                    |  |                    |
| <b>Coverage</b>                 | _____ %            |  | _____ %            |  | _____ %            |
| <b>Insured?</b>                 | _____ Yes _____ No |  | _____ Yes _____ No |  | _____ Yes _____ No |

| <b>Fiscal Year</b> | <b>Annual Debt Service (Principal Plus Interest)</b> |           |           | <b>Total Debt Service</b> | <b>Total Debt Service Incl. Coverage</b> |
|--------------------|--|-----------|-----------|---------------------------|--|
|                    | <b>#1</b>  | <b>#2</b> | <b>#3</b> |                           |  |
| 2011               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2012               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2013               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2014               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2015               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2016               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2017               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2018               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2019               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2020               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2021               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2022               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2023               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2024               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2025               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2026               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2027               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2028               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2029               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2030               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2031               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2032               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2033               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2034               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2035               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2036               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |
| 2037               | \$ _____   | \$ _____  | \$ _____  | \$ _____                  | \$ _____                                 |

**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

|  | <u>FY 20</u> | <u>FY 20</u> |
|--|--------------|--------------|
| (a) Operating Revenues (Source)<br>N/A   |              |              |
| (b) Interest Income  |              |              |
| (c) Other Income or Revenue (Identify)   |              |              |
| (d) Total Revenues   |              |              |
| (e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)  |              |              |
| (f) Net Revenues [(f) = (d) – (e)]   |              |              |
| (g) Debt Service (including any required coverage)   |              |              |
| (h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (Attachment # _____) |              |              |
| (i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (Attachment # _____)  |              |              |
| (j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (Attachment # _____)  |              |              |

**PART V – SUPPLEMENTARY INFORMATION**

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE**

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment # \_\_\_\_\_*)

|  | <u>FY 20</u> | <u>FY 20</u> | <u>FY 20</u> | <u>FY 20</u>                 | <u>FY 20</u>                |
|--|--------------|--------------|--------------|------------------------------|-----------------------------|
| (a) Operating Revenue  | N/A          |              |              |                              |                             |
| (b) Interest Income  |              |              |              |                              |                             |
| (c) Other Income or Revenue<br>(identify)  |              |              |              |                              |                             |
|  |              |              |              |                              |                             |
|  |              |              |              |                              |                             |
| (d) Total Revenues   |              |              |              |                              |                             |
| (e) Operating Expenses (excluding<br>interest on debt, depreciation, and<br>other non-cash items)  |              |              |              |                              |                             |
| (f) Net Revenues (f = d - e)   |              |              |              |                              |                             |
| (g) Revenue (including coverage)<br>pledged to debt service, excluding<br>SRF loans  |              |              |              |                              |                             |
| (h) Revenue (including coverage)<br>pledged to outstanding SRF loans   |              |              |              |                              |                             |
| (i) Revenue Available for this SRF<br>Loan [(i) = (f) – (g) – (h)]   |              |              |              |                              |                             |
| (j) Identify the source of the above information and explain methods used to develop the projections ( <i>Attachment # _____</i> ).<br>Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases,<br>service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other<br>considerations. |              |              |              |                              |                             |
| (k) For construction loans, are the above projections consistent with the accepted financial<br>feasibility information?   |              |              |              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If "No", please explain. ( <i>Attachment # _____</i> )   |              |              |              |                              |                             |

PART V – SUPPLEMENTARY INFORMATION

**LIST OF ATTACHMENTS**

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

| Attachment   | Number |
|--|--------|
| EPA Preaward Compliance Report                           | 1      |
| Federal Funding Accountability and Transparency Act Form | 2      |
| Project Description                                      | 3      |
| Current Debt Obligations                                 | 4      |
| Legal Opinion Letter                                     | 5      |
| Authorizing Resolution                                   | 6      |
| Financial Notes  | 7      |
| Special Considerations and Requests                      | 8      |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |
|  |        |

DRAFT

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 1**

**EPA Preaward Compliance Report**

## Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.5 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

### I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State:  Zip Code:

B. Unique Entity Identifier (UEI):

### C. Applicant/Recipient Point of Contact

Name:  Phone:  Email:

Title:

II. Is the applicant currently receiving EPA Assistance?  Yes  No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

None.

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination under federal law based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints, unless covered by 40 C.F.R. Parts 5 and 7.)

None.

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

None.

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

Yes  No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

Yes  No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

N/A

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95)  Yes  No

a. Do the methods of notice accommodate those with impaired vision or hearing?  Yes  No

b. Is the notice posted in a prominent place on the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?  Yes  No

c. Does the notice identify a designated civil rights coordinator?  Yes  No

- VII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a))  Yes  No
- VIII. Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. 563 (1974))  Yes  No
- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Stephanie Camacho, City Clerk, City of Wauchula, 126 S. 7th Ave., Wauchula FL 33873 P: 863-773-3535 Email: scamacho@cityofwauchula.com

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.

See the attached.

**For the Applicant/Recipient**

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

[Redacted Signature]

City Manager

[Redacted Date]

**For the U.S. Environmental Protection Agency**

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Instructions for EPA FORM 4700-4 (Rev. 04/2021)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements 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.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

**SECTION 12 \***  
**EMPLOYEE GRIEVANCE PROCEDURE**  
**DISCIPLINARY MATTERS<sup>2</sup>**

**12.01 PURPOSE**

The grievance procedure is established to provide opportunity to full-time employees who have successfully completed their initial probationary period to appeal disciplinary actions more serious than a one (1) day suspension without pay under Section 11. The submission of an appeal by an employee in good faith shall in no way adversely affect the employee or his employment with the City.

**STEP 1 -- DEPARTMENT HEAD**

- A. The employee may appeal the discipline in writing to the Department Head within three (3) working days from receipt of Notice of Disciplinary Action.
- B. The appeal shall include:
  - 1. The date the grievance arose.
  - 2. The policy, rule, and/or procedure claimed to have been violated.
  - 3. A statement of the facts as seen by the employee.
  - 4. The relief requested.
- C. The Department Head shall meet with the employee within five (5) working days after receipt of the grievance. The Department Head shall give the employee an opportunity to explain his position, and listen to any witnesses the employee brings to the meeting. The Department Head may require other employee witnesses to be present or may conduct further investigation into the matter on his own. The Department Head shall give a written answer to the employee within five (5) working days after the investigation is completed.

<sup>2</sup> Appeals of suspensions without pay, demotion or termination by full time WPD sworn employees shall be conducted pursuant to a General Order consistent with F.S. Chapter 112 approved by the City Manager.

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

## **STEP 2 -- CITY MANAGER**

- A. If the matter is still unresolved to the employee's satisfaction by the decision of the Department Head, the employee may appeal in writing to the City Manager requesting a review of the appeal. The appeal must be filed within three (3) working days of the decision of the Department Head in Step 1 or the last day for the decision, whichever first occurs.
- B. The City Manager shall meet with the employee and the Department Head, give them an opportunity to explain their position, listen to any witnesses they wish to present, and make the final decision for the City.

## **12.02 GENERAL PROVISIONS**

- A. Attorneys will not be allowed to participate in the meetings without permission of the City Commission unless in a particular case the law requires it. However, an employee may be represented by a fellow employee or other representative if he wishes.
- B. The time limits of this grievance procedure may be extended for reasons considered appropriate by the Department Head in Step 1 or by the City Manger in Step 2. Failure of an employee to file an appeal in a timely fashion will constitute an automatic abandonment of the grievance.

In the event the Department Head does not respond in writing within the time provided in Section 12.01, Step 1(C) above, the response will be automatically deemed a denial of the grievance on the sixth day and the time for appealing to Step 2 shall begin at that time.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 13**

# **EMPLOYEE GRIEVANCE PROCEDURE NON-** **DISCIPLINARY MATTERS**

### **13.01 POLICY**

It is the purpose of this grievance procedure to assure non-managerial employees that their non-disciplinary problems and complaints will be considered fairly, rapidly and without reprisal. It is expected that the procedures set forth below will encourage employees to discuss with their supervisors matters pertaining to conditions of employment as they affect individual employees. In addition, free discussion between employees and supervisors will lead to better understanding of practices, policies, and procedures which affect employees. This will serve to identify and eliminate conditions which may cause misunderstandings and grievances.

### **13.02 DEFINITION OF A GRIEVANCE**

A grievance is a complaint about the misapplication or misinterpretation of these PRR or applicable departmental rules and regulations. Disciplinary matters shall not be considered under this Section but only under Section 12.

### **13.03 PROCEDURE**

- A. **Step One:** An employee shall present his complaint to his immediate supervisor within five (5) working days from the time of occurrence of the problem. The supervisor shall attempt to resolve the problem within three (3) working days after the complaint is made to him.
  
- B. **Step Two:** If the employee has not received an answer from the immediate supervisor within five (5) working days, or if the employee feels the answer received is not satisfactory, he will reduce to writing the facts and circumstances of the problem and present the written statement to his Department Head within five (5) working days after the supervisor's deadline in Step One. Assistance will be provided by the Human Resource Department if requested, including for those employees who cannot read or write or have a language problem. The Department Head will investigate the grievance and meet with the employee to discuss the grievance within five

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

(5) working days. The Department Head will notify the employee of his decision within five (5) days following the meeting date.

- C. Step Three: If the employee has not received an answer from the Department Head within five (5) working days, or if the employee feels the answer received is not satisfactory, he will reduce to writing the facts and circumstances of the problem and present the written statement to the City manager within five (5) working days after the Department Head's deadline in step Two. The City Manager shall investigate the grievance and meet with the employee and supervisors in an attempt to resolve the problem within ten (10) days after receipt of the employee's appeal. The City Manager's decision shall be final and binding.

The HR Department will provide assistance at any state of the grievance procedure, if requested.

No employee will be retaliated against in any way for filing a grievance unless it was filed in bad faith which means the employee filed a grievance knowing the facts he asserts to support his claim are untrue.

2

DRAFT

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 2**

**Federal Funding Accountability and  
Transparency Act Form**



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Item # 3.

Submit completed form to: Contracts\_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds.

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above.

UEI: XB3NL4KUKND3
(UEI must be twelve (12) characters not including dashes)\*
Federal Award ID Number (FAIN#):
Catalog of Federal Domestic Assistance (CFDA)#:
DEP Assigned Grant Agreement#: WW25018
Dollar Amount of Grant Disbursement: \$ 15,719,000.00

\* If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at https://sam.gov/content/home to register your entity to request a Unique Entity ID.

Business Name: City of Wauchula
DBA Name (If applicable):

Principal Place of Business Address:
Address Line 1: 126 South 7th Avenue
Address Line 2:
Address Line 3:
City: Wauchula State: FL Zip+4: 33873-2802



---

Description of Project (up to 4000 characters):

The City of Wauchula intends to utilize this funding for the Wastewater Inflow/Infiltration (I/I) and Sanitary Sewer Overflow (SSO) Correction Project to address aging and compromised sewer infrastructure. Once complete, this project will reduce excessive stormwater and groundwater entering the sanitary sewer system, which contributes to SSOs and treatment inefficiencies. The project includes sewer line rehabilitation, manhole sealing, and system monitoring improvements to enhance system integrity and protect public health.



Principal Place of Project Performance (If different than principal place of business)

Address Line 1: City of Wauchula
Address Line 2:
Address Line 3:
City: State: Zip+4:

Congressional District for Principal Place of Project Performance: FL-017
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

Form with radio buttons for YES and NO, and a text box for Question 1: In your business or organization's previous fiscal year, did your business or organization... receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts...

If the answer to Question 1 is "Yes," continue to Question 2.
If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

Form with radio buttons for YES, NO, and N/A, and a text box for Question 2: Does the public have access to information about the compensation of the executives in your business or organization...

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/excomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:
"Executive" is defined as "officers, managing partners, or other employees in management positions".
"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form - Subaward to a Recipient

Item # 3.

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
Above-market earnings on deferred compensation which is not tax-qualified.
Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Total Compensation Chart for Most Recently Completed Fiscal Year

Date of Fiscal Year Completion (mm/dd/yyyy) \_\_\_\_\_

The undersigned as (enter position title) N/A

of (enter Business Name) City of Wauchula

Certifies that on the date written below, the information provided herein is accurate.

Type or Print Name: N/A Title: N/A

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

Table with 6 columns: Rank (Highest to Lowest), Last Name, First Name, MI, Title, Total Compensation for Most Recently Completed Fiscal Year. Row 1 contains N/A in the Rank column.

The undersigned as (enter position title) City Manager

Of (enter Business Name) City of Wauchula

Certifies that on the date written below, the information provided herein is accurate.

Olivia Minshew
Print Name

City Manager
Title

Signature

Date

DRAFT

3

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 3  
Project Description**

**City of Wauchula**  
**Supplemental Appropriation for Hurricanes Helene and Milton**  
**SRF Clean Water Loan Application**  
**Project Description**

The City of Wauchula owns, operates, and maintains a centralized wastewater treatment and collection system which serves the City of Wauchula and adjacent areas of unincorporated Hardee County. The system collects wastewater from residential, commercial, and industrial customers.

The City of Wauchula intends to utilize this funding for the Wastewater Inflow/Infiltration (I/I) and Sanitary Sewer Overflow (SSO) Correction Project to address aging and compromised sewer infrastructure. Once complete, this project will reduce excessive stormwater and groundwater entering the sanitary sewer system, which contributes to SSOs and treatment inefficiencies. The project includes sewer line rehabilitation, manhole sealing, and system monitoring improvements to enhance system integrity and protect public health.

Benefits from this project include:

- Reduction of frequency and volume of SSOs during storm events
- Improved wastewater treatment efficiency and reduced operational costs
- Protected local water bodies from contamination
- Enhanced resilience to future hurricanes and extreme weather
- Supports long-term sustainability and regulatory compliance

DRAFT

4

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 4**

**Current Debt Obligations**

Not Applicable.  
This loan has been granted 100% Principal Forgiveness.

DRAFT

5

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 5  
Legal Opinion Letter**

December 18, 2025

Ms. Catherine Murray  
Program Administrator  
Clean Water State Revolving Fund  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 3505  
Tallahassee, Florida 32399-3000

Re: WW25018 – City of Wauchula, Florida  
Supplemental Appropriation for Hurricanes Helene and Milton

Dear Ms. Murray:

I am the duly appointed City Attorney for the City of Wauchula, Florida (“City”). The City proposes to enter into a loan agreement in the amount of \$15,719,000 with 0% interest, \$0 service fee, and 100% principal forgiveness. As a result, no repayment of loan funds will be required to the Florida Department of Environmental Protection’s State Revolving Fund for the planning, design, and construction of the City of Wauchula Wastewater Inflow/Infiltration (I/I) and Sanitary Sewer Overflow Correction Project.

Based on the loan terms listed above, \$0 will be pledged toward repayment of this loan as no repayment is required.

Sincerely,

Thomas A. Cloud

DRAFT

6

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 6  
Authorizing Resolution**

**RESOLUTION NO \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AN AUTHORIZED REPRESENTATIVE; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW25018 as eligible for available funding; and,

WHEREAS, the City of Wauchula, Florida, intends to enter into a loan agreement with the Florida Department of Environmental Protection under the State Revolving Fund for project financing.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA:**

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

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

SECTION 3. The City of Wauchula, Florida, has been allocated 100% Principal Forgiveness for this loan. Therefore, no revenues are pledged for repayment of this loan.

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

SECTION 5. The City Manager is hereby designated as the authorized representative to execute the loan agreement and any subsequent amendments which will become a binding obligation in accordance with its terms when signed by both parties.

SECTION 6. The City Manager is authorized to represent the City of Wauchula in carrying out responsibilities under the loan agreement. The City Manager is authorized to

delegate responsibility to appropriate staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 7. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 8. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 10. This Resolution shall take effect immediately upon its approval.

On Motion of \_\_\_\_\_, seconded by \_\_\_\_\_, adopted by the City Commission of the City of Wauchula, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF WAUCHULA, FLORIDA

By: \_\_\_\_\_  
Name: Richard Keith Nadaskay, Jr.  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Camacho, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas A. Cloud, City Attorney

DRAFT

7

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 7  
Financial Notes**

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application  
Financial Notes**

**Schedule of Actual Revenues and Debt Coverage (Page 8 of 10)**

Not applicable. This project was allocated 100% Principal Forgiveness. As a result, this table is not required.

**Schedule of Projected Revenues and Debt Coverage (Page 9 of 10)**

Not applicable. This project was allocated 100% Principal Forgiveness. As a result, this table is not required.

**Conclusions**

This project was allocated 100% Principal Forgiveness. As a result, an analysis of the City's finances in relation to this loan is not necessary.

DRAFT

DRAFT

8

---

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application**

**Attachment 8**

**Special Considerations and Requests**

**City of Wauchula  
Supplemental Appropriation for Hurricanes Helene and Milton  
SRF Clean Water Loan Application  
Special Considerations and Requests**

**Advanced Payment Language:**

Not Applicable.

**Equipment and Materials Purchased Separately:**

No equipment or materials will be purchased separately as a part of this project.

**Other Governmental Assistance:**

No other funding assistance is anticipated at this time for this project.

**Asset Management Plan:**

Please include the asset management plan language in the loan agreement.

DRAFT

126 S 7th AVENUE  
WAUCHULA FL 33873



PHONE (863) 773-3535  
FAX (863) 773-0773

January 12, 2026

Ms. Catherine Murray  
Program Administrator  
Clean Water State Revolving Fund  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd., Mail Station 3505  
Tallahassee, Florida 32399-3000

Re: WW25018 – City of Wauchula, Florida  
Supplemental Appropriation for Hurricanes Helene and Milton

Dear Ms. Murray:

I am the duly appointed City Attorney for the City of Wauchula, Florida (“City”). The City proposes to enter into a loan agreement in the amount of \$15,719,000 with 0% interest, \$0 service fee, and 100% principal forgiveness. As a result, no repayment of loan funds will be required to the Florida Department of Environmental Protection’s State Revolving Fund for the planning, design, and construction of the City of Wauchula Wastewater Inflow/Infiltration (I/I) and Sanitary Sewer Overflow Correction Project.

Based on the loan terms listed above, \$0 will be pledged toward repayment of this loan as no repayment is required.

Sincerely,

Thomas A. Cloud



December 10, 2025

Mr. Kyle Long  
Community Development Director  
City of Wauchula  
126 S. 7<sup>th</sup> Avenue  
Wauchula, Florida 33873

RE: Downing Circle Milling and Resurfacing  
Recommendation for Award  
CSI File No. 10371.01

Dear Mr. Long:

I have reviewed the bids on the above-referenced project. There were six (6) bids submitted. From the list below, you will see that the two lowest bids were within 2% of each other and were within 15% of the Engineer of Record Preliminary Opinion of Cost. The two low bids were also submitted by very reputable contractors. The low bid was submitted by Excavation Point, Inc. and the second low bid was submitted by Ajax Paving Industries of Florida. The high bid was submitted by Garcia Civil Contractors, and I don't know if it is because they are outside of the area, or just don't need the work, but their price is over twice the low bid. The summary of the Bids can be found below.

| <u>Contractor</u>                     | <u>Bid Price</u> |
|---------------------------------------|------------------|
| 1. Superior Asphalt, Inc.             | \$189,357.50     |
| 2. Cobb Site Development, Inc.        | \$188,481.84     |
| 3. American Design Engineers          | \$185,973.00     |
| 4. Excavation Point                   | \$120,494.49     |
| 5. Ajax Paving Industries             | \$122,944.19     |
| 6. Garcia Civil Contractors           | \$283,137.60     |
| 7. Engineer of Record-Opinion of Cost | \$140,397.33     |

I have worked extensively with the two lowest bidders. For that reason, I have not called their references. I am making my recommendation based on my previous experience and the submitted bid price. Given the bid prices listed above, I find the bid of Excavation Point, Inc. to be the lowest qualified bid. I hereby recommend award of the bid, totaling \$120,494.49 to Excavation Point, Inc. This recommendation should not be construed as a guarantee of the work of the Contractor.

Sincerely,

CHASTAIN-SKILLMAN, INC.

W. R. Cauthan, P.E.  
Vice President of Civil Engineering

Approved 01/12/2026  
Replaces 08/12/2024

# CITY OF WAUCHULA



## RULES AND REGULATIONS

### FOR

## PERSONNEL MANAGEMENT SYSTEM

*Personnel Policy*

Approved 01/12/2026  
 Replaces 08/12/2024

## INDEX

|           |  |    |
|-----------|--|----|
| SECTION 1 | GENERAL PROVISIONS .....   | 1  |
| 1.01      | PURPOSE.....   | 1  |
| 1.02      | POSITIONS COVERED .....  | 1  |
| 1.03      | ADMINISTRATION.....  | 2  |
| 1.04      | GENERAL EMPLOYMENT POLICY.....   | 2  |
| 1.05      | AMENDMENTS AND REVISIONS.....  | 4  |
| 1.06      | COLLECTIVE BARGAINING AGREEMENT .....  | 4  |
| 1.07      | MEMOS, POLICIES AND REGULATIONS.....   | 5  |
| 1.08      | DEPARTMENTAL RULES, REGULATIONS, STANDARD OPERATING<br>PROCEDURES AND GENERAL ORDERS ..... | 5  |
| 1.09      | PAY AND CLASSIFICATION PLAN .....  | 5  |
| SECTION 2 | DEFINITION OF TERMS .....  | 6  |
| SECTION 3 | STANDARDS OF CONDUCT AND MISCELLANEOUS POLICIES .....                                      | 8  |
| 3.01      | POLICY .....   | 8  |
| 3.02      | CONFLICT OF INTEREST .....   | 8  |
| 3.03      | POLITICAL ACTIVITY .....   | 9  |
| 3.04      | EMPLOYMENT OF RELATIVES .....  | 10 |
| 3.05      | OUTSIDE EMPLOYMENT.....  | 10 |
| 3.06      | RELEASE OF INFORMATION/PUBLIC RECORDS REQUESTS .....                                       | 11 |
| 3.07      | SOLICITATION AND DISTRIBUTION .....  | 12 |
| 3.08      | USE OF CITY PROPERTY .....   | 12 |
| 3.09      | UNIFORMS, DRESS AND APPEARANCE.....  | 12 |
| 3.10      | GENERAL PROHIBITIONS .....   | 13 |
| 3.11      | BULLETIN BOARDS.....   | 14 |
| 3.12      | ELECTRONIC COMMUNICATIONS USAGE AND RETENTION .....  | 14 |
| 3.13      | DOMESTIC VIOLENCE .....  | 16 |
| SECTION 4 | TYPES AND TERMS OF EMPLOYMENT .....  | 18 |
| 4.01      | BASIS OF EMPLOYMENT .....  | 18 |
| 4.02      | PARTICIPATION IN BENEFITS .....  | 18 |
| 4.03      | TERM OF EMPLOYMENT.....  | 18 |
| 4.04      | PROBATIONARY EMPLOYEES.....  | 18 |
| 4.05      | PROMOTIONAL PROBATION.....   | 19 |
| SECTION 5 | HIRING PROCEDURES .....  | 20 |
| 5.01      | VACANCIES.....   | 20 |
| 5.02      | BASIS FOR SELECTION.....   | 20 |
| 5.03      | TESTING.....   | 20 |
| 5.04      | DRUG TESTING .....   | 20 |
| 5.05      | DISABILITY AND MEDICAL EXAMINATIONS.....   | 20 |
| 5.06      | JOB OPPORTUNITIES FOR NON-EMPLOYEES .....  | 21 |
| SECTION 6 | TYPES OF SEPARATIONS .....   | 23 |
| 6.01      | TYPES OF SEPARATIONS .....   | 23 |
| 6.02      | RESIGNATION.....   | 23 |

Approved 01/12/2026  
Replaces 08/12/2024

|            |  |    |
|------------|--|----|
| 6.03       | RETIREMENT .....   | 23 |
| 6.04       | DEATH .....  | 24 |
| 6.05       | REDUCTION IN FORCE (LAYOFF) .....                          | 24 |
| 6.06       | DISMISSAL OR DISCHARGE .....                               | 24 |
| 6.07       | RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS .....         | 24 |
| SECTION 7  | TRANSFERS AND WORK OUT OF CLASSIFICATION .....             | 25 |
| 7.01       | TEMPORARY TRANSFERS/WORK OUT OF CLASSIFICATION .....       | 25 |
| 7.02       | PERMANENT TRANSFERS .....                                  | 25 |
| SECTION 8  | PROMOTIONS/DEMOTIONS/TRANSFER/VACANCIES .....              | 26 |
| 8.01       | POSTING.....   | 26 |
| 8.02       | APPLICATION .....  | 26 |
| 8.03       | POOL OF QUALIFIED APPLICANTS .....                         | 26 |
| 8.04       | INTERVIEW .....  | 26 |
| 8.05       | NO SUFFICIENTLY QUALIFIED APPLICANTS .....                 | 26 |
| 8.06       | BASIS OF SELECTION .....                                   | 27 |
| 8.07       | DEMOTION .....   | 27 |
| SECTION 9  | SENIORITY LAYOFF AND RECALL.....                           | 28 |
| 9.01       | ACCRUAL .....  | 28 |
| 9.02       | LOSS OF SENIORITY .....                                    | 28 |
| 9.03       | LAYOFF SELECTION .....                                     | 28 |
| 9.04       | PERMANENT LAYOFFS .....                                    | 29 |
| 9.05       | RECALL .....   | 29 |
| 9.06       | DECISIONS FINAL.....                                       | 29 |
| SECTION 10 | ATTENDANCE -- TARDINESS .....                              | 30 |
| 10.01      | PRESENT AND ON TIME .....                                  | 30 |
| 10.02      | CALL-IN .....  | 30 |
| 10.03      | VERIFICATION .....   | 30 |
| 10.04      | CONTINUING ABSENCE .....                                   | 30 |
| 10.05      | PERSON TO CALL .....                                       | 30 |
| SECTION 11 | DISCIPLINARY ACTION.....                                   | 31 |
| 11.01      | GENERAL STATEMENT .....                                    | 31 |
| 11.02      | FORMS OF DISCIPLINE .....                                  | 31 |
| 11.03      | BASIS FOR DISCIPLINARY ACTION.....                         | 32 |
| 11.04      | NOTICE OF DISCIPLINARY ACTION .....                        | 32 |
| 11.05      | TYPES OF OFFENSES.....                                     | 32 |
| 11.06      | AUTHORITY FOR DISCIPLINARY ACTION.....                     | 36 |
| 11.07      | SUSPENSION PENDING RESOLUTION OF CRIMINAL CHARGES .....    | 36 |
| SECTION 12 | EMPLOYEE GRIEVANCE PROCEDURE DISCIPLINARY MATTERS .....    | 38 |
| 12.01      | PURPOSE.....   | 38 |
| 12.02      | GENERAL PROVISIONS .....                                   | 39 |
| SECTION 13 | EMPLOYEE GRIEVANCE PROCEDURE NON-DISCIPLINARY MATTERS..... | 40 |
| 13.01      | POLICY .....   | 40 |
| 13.02      | DEFINITION OF A GRIEVANCE.....                             | 40 |
| 13.03      | PROCEDURE.....   | 40 |
| SECTION 14 | HOURS OF WORK AND OVERTIME .....                           | 42 |

Approved 01/12/2026  
 Replaces 08/12/2024

14.01 HOURS OF WORK..... 42  
 14.02 REGULAR WORK WEEK OR PERIOD ..... 42  
 14.03 OVERTIME..... 42  
 14.04 HOURS COUNTED..... 42  
 14.05 COMP TIME ..... 43  
 14.06 TIME OFF ..... 43  
 14.07 RECORDS ..... 43  
 14.08 RATE OF PAY ..... 43  
 14.09 GUARANTEE ..... 43  
 14.10 ON CALL ..... 43  
 14.11 COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF  
 EMERGENCY..... 44  
 14.12 SPECIAL EVENT PAY..... 45  
 SECTION 15 HOLIDAYS ..... 46  
 15.01 DAYS OBSERVED ..... 46  
 15.02 WORK ON A HOLIDAY ..... 47  
 15.03 ELIGIBILITY FOR HOLIDAY PAY ..... 47  
 15.04 HOLIDAY PAY ..... 47  
 15.05 ABSENCE DUE TO SICKNESS..... 47  
 15.06 HOLIDAY ON A LEAVE DAY ..... 47  
 SECTION 16 VACATION/PERSONAL LEAVE DAY ..... 48  
 16.01 ELIGIBILITY AND RATE OF EARNING..... 48  
 16.02 REQUEST FOR LEAVE..... 49  
 16.03 USE..... 50  
 16.04 RECORDING LEAVE ..... 50  
 16.05 PAY OFF ON SEPARATION..... 50  
 16.06 PERSONAL LEAVE DAY ..... 51  
 SECTION 17 SICK AND FUNERAL LEAVE ..... 52  
 17.01 ELIGIBILITY ..... 52  
 17.02 RATE OF EARNING AND ACCRUAL LIMITS..... 52  
 17.03 CHARGING LEAVE ..... 52  
 17.04 REQUEST FOR LEAVE..... 52  
 17.05 UNPAID MEDICAL LEAVES ..... 53  
 17.06 RETURN FROM SICK LEAVE..... 53  
 17.07 USE..... 54  
 17.08 EXTRAORDINARY CIRCUMSTANCES-DONATION OF SICK TIME ..... 54  
 17.09 USE AS A SUPPLEMENT ..... 55  
 17.10 PAY OFF ON SEPARATION..... 55  
 17.11 LIGHT DUTY ..... 56  
 17.12 FUNERAL LEAVE ..... 56  
 SECTION 18 FAMILY MEDICAL LEAVE POLICY ..... 57  
 18.01 POLICY ..... 57  
 18.02 DEFINITIONS..... 58  
 18.03 MEASURING THE TWELVE-MONTH PERIOD AND COUNTING FMLA..... 59  
 18.04 INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE

Approved 01/12/2026  
 Replaces 08/12/2024

BASIS.....60

18.05 EMPLOYEE AND EMPLOYER NOTICE AND CERTIFICATION REQUIREMENTS ..... 61

18.06 HEALTH INSURANCE PREMIUMS..... 63

18.07 ACCRUAL ..... 63

18.08 RELATIONSHIP TO PAID LEAVE ..... 64

18.09 RETURN FROM FMLA LEAVE ..... 64

18.10 FAILURE TO COOPERATE..... 64

SECTION 19 COURT/WITNESS LEAVE .....65

19.01 WITNESS LEAVE FOR THE CITY ..... 65

19.02 OTHER COURT-RELATED LEAVE ..... 65

19.03 JURY DUTY LEAVE ..... 65

19.04 RETURN TO WORK..... 66

SECTION 20 GENERAL LEAVE WITHOUT PAY .....67

20.01 GENERAL LEAVE WITHOUT PAY ..... 67

20.02 EXTENSION..... 67

20.03 RETURN TO WORK..... 67

20.04 ANNIVERSARY DATE, CITY AND CLASSIFICATION SENIORITY ..... 67

20.05 OTHER EMPLOYMENT ..... 68

20.06 ACCRUAL OF SICK AND VACATION LEAVE..... 68

20.07 CONFERENCE LEAVE ..... 68

20.08 ADMINISTRATIVE LEAVE ..... 68

20.09 MILITARY LEAVE..... 68

20.10 EFFECT OF LEAVES ON INSURANCE COVERAGE ..... 69

SECTION 21 EQUAL EMPLOYMENT OPPORTUNITY & PROHIBITION OF INAPPROPRIATE  
 DISCRIMINATION, HARASSMENT, AND RETALAIATION  
 POLIICY..... 70

21.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROHIBITON OF  
 INAPPROPRIATE DISCRIMINATION.. ..... 70

21.02 REASONABLE ACCOMMODATION OF DISABILITIES ..... 70

21.03 PROHIBITION OF INAPPROPRIATE HARASSMENT..... 70

21.04 REPORTING OR MAKING COMPLAINTS..... 72

21.05 PROHIBITION AGAINST RETALIATION ..... 72

SECTION 22 EMPLOYEE HEALTH AND INSURANCE.....73

22.01 GROUP MEDICAL, DENTAL AND VISION INSURANCE..... 73

22.02 SUPPLEMENTAL INSURANCE..... 73

22.03 RETIREES MEDICAL INSURANCE..... 73

22.04 LONG-TERM DISABILITY INSURANCE..... 74

SECTION 23 PENSION.....75

23.01 GENERAL PROVISIONS ..... 75

23.02 GENERAL DESCRIPTION OF THE PLAN..... 75

SECTION 24 DRUG-FREE WORKPLACE AND ALCOHOL POLICY ..... 77

24.01 GENERAL POLICY ..... 77

24.02 PROHIBITIONS..... 77

24.03 DEFINITIONS..... 78

Approved 01/12/2026  
 Replaces 08/12/2024

|            |   |    |
|------------|---|----|
| 24.04      | LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS .....  | 79 |
| 24.05      | DRUG AND ALCOHOL TESTING.....   | 79 |
| 24.06      | DRUGS TESTED FOR AND COMMON MEDICATIONS THAT MAY AFFECT<br>RESULTS .....                                    | 80 |
| 24.07      | TEST RESULTS.....   | 82 |
| 24.08      | CONSEQUENCES OF A POSITIVE CONFIRMED TEST, A REFUSAL TO SUBMIT<br>TO TESTING OR TAMPERING WITH A TEST ..... | 83 |
| 24.09      | CONFIDENTIALITY.....  | 83 |
| 24.10      | EMPLOYEE ASSISTANCE PROGRAMS .....  | 83 |
| 24.11      | REPORTING VIOLATION OF THE POLICY .....   | 84 |
| 24.12      | COORDINATION WITH THE HUMAN RESOURCES DEPARTMENT .....  | 84 |
| 24.13      | REPORTING AND CONVICTION OF ARRESTS AND/OR ALLEGED CRIMES<br>INCLUDING DRUGS OR ALCOHOL .....               | 84 |
| SECTION 25 | EDUCATION COSTS RE-IMBURSEMENT BENEFIT .....  | 86 |
| 25.01      | PURPOSE.....  | 86 |
| 25.02      | POLICY .....  | 86 |
| 25.03      | PERSONNEL COVERED BY THIS POLICY .....  | 87 |
| 25.04      | PROCEDURES .....  | 87 |
|            | EDUCATION BENEFIT APPLICATION .....   | 91 |

Approved 01/12/2026  
Replaces 08/12/2024

# SECTION 1

## GENERAL PROVISIONS

### 1.01 PURPOSE

The purpose of these personnel Rules and Regulations (hereafter referred to as “PRR” or “Rules”) is to establish procedures which will serve as a guide to administrative actions covering most personnel actions which will arise. The final interpretation and application of these Rules shall be made by the City of Wauchula (hereinafter “City”) or its designee. The City reserves the right to amend, alter, modify, delete and add to these Rules as it deems appropriate to serve the best interest of the residents and citizens of Wauchula, Florida. The policies set forth in the PRR are not to be construed to create contractual obligations of any kind and nothing in the PRR should be construed as a promise of employment for any specific duration.

### 1.02 POSITIONS COVERED

Unless a specific Section or Subsection provides otherwise, the provisions of these Rules shall be applicable to all employees except:

- A. Elected officials.
- B. Persons hired as independent contractors on a contractual, fee, or retainer basis.
- C. Temporary, part-time, or casual employees.
- D. Persons employed solely under the provisions of government programs or grants.

For persons and employees covered by these Rules, continued employment, discipline and position placement shall be at the will and pleasure of the City under such terms and conditions as are determined by the City, or its designee, unless the law or a contract approved by the City Commission provides otherwise. The City manager shall serve at the will and pleasure of the City Commission as provided by the City Charter.

Approved 01/12/2026  
Replaces 08/12/2024

### **1.03 ADMINISTRATION**

Under the supervision and direction of the City Manager and HR Department, Department Heads are responsible for the efficient and effective operation of their department and the direct supervision of the employees assigned to their department or area of responsibility and for the proper and effective administration and enforcement of these Rules. Such responsibilities include, but are not limited:

- A. To administer, interpret and enforce these Rules, regulations and standard operating procedures and to recommend modifications.
- B. To recruit, hire, supervise, direct, discipline subject to these Rules and any applicable collective bargaining agreement (hereinafter "CBA").
- C. To provide initial orientation of employees to include familiarization with policies, rules and regulations, benefits, working conditions, etc.
- D. To provide and/or coordinate employee training programs.
- E. To conduct periodic wage and benefit surveys.
- F. To foster and develop programs for the improvement of employee relations, morale and effectiveness.
- G. To maintain departmental records relating to employment.
- H. To recommend, enforce and administer departmental rules, regulations and standard operating procedures not inconsistent with these Rules or any applicable collective bargaining agreements.

### **1.04 GENERAL EMPLOYMENT POLICY**

The overall employment policy of the City shall include:

- A. There shall be no illegal discrimination in employment, employment opportunities or job actions on the basis of race, color, religion, age, sex, pregnancy, sexual orientation, national origin, ethnicity, legally-recognized disability, genetic information, veteran status or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No job applicant or present employee will be illegally discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.

Approved 01/12/2026  
Replaces 08/12/2024

- B. Persons with known legally-recognized disabilities will be given full consideration for employment and opportunities for advancement in all departments and divisions. The City will offer to such persons reasonable accommodation with respect to the essential functions of the job, provided the person is otherwise qualified to perform the job, and provided further such accommodation does not create undue hardship on City operations.
- C. In accordance with applicable law, the City will provide reasonable accommodations to a qualified applicant's or employee's known limitations related to pregnancy, childbirth, or related medical conditions, unless doing so would pose an undue hardship. The pregnant employee or applicant (or the employee's or applicant's representative) must communicate any known limitations for which the employee or applicant is seeking accommodation. Requests for reasonable accommodation should be directed to Human Resources Department.

The City reserves the right to request the employee provide medical or other supporting documentation to the extent permitted by applicable law. Such medical documentation may include information demonstrating a need for accommodation, information pertaining to the employee's ability to perform the essential functions of the job, information concerning possible accommodations that may permit the employee to perform the essential functions of the job, information pertaining to any limitations that may affect the employee's ability to perform the job, the duration of any restrictions or needed accommodations, and any other information necessary for the City to administer the reasonable accommodation interactive process.

Before making a final decision regarding an accommodation, the City and the pregnant employee or applicant will engage in an interactive process and communicate regarding potential reasonable accommodations that may be effective and available without imposing an undue hardship. During this process, the employee or applicant is encouraged to suggest possible accommodations. The City will not require an employee or applicant affected by pregnancy, childbirth, or related medical conditions to accept any accommodation without first engaging in this interactive process with the employee or applicant.

The City will not mandate an employee or applicant use a reasonable accommodation where the employee or applicant is able to perform the essential functions of the position. Additionally, the City will not require a qualified employee to take leave, whether paid or unpaid, if another reasonable accommodation can be provided to the known limitations related to

Approved 01/12/2026  
Replaces 08/12/2024

the pregnancy, childbirth, or related medical conditions of the qualified employee.

The City will not deny employment opportunities to any qualified employee or applicant based on the need, or potential need, to provide a reasonable accommodation. The City will not take adverse action against any qualified employee or applicant on account of the employee or applicant requesting or using a reasonable accommodation pursuant to this policy.

For purposes of this policy, a qualified employee or applicant means: (1) An employee or applicant who, with or without accommodation can perform the essential functions of the position; or, (2) An employee or applicant who is unable to perform the essential functions, but (i) any inability to perform an essential function is temporary, (ii) the essential function could be performed in the near future, and (iii) the inability to perform the essential function can be reasonable accommodated.

- D. In accordance with applicable law, the City will provide a reasonable accommodation for an employee's sincerely held religious beliefs and practices unless doing so would pose an undue hardship. Requests for reasonable accommodation should be directed to Human Resources Department.
- E. The City will take affirmative recruitment actions to expand employment opportunities for groups that are underutilized in the City workforce, but not in any way which violates applicable law.

### **1.05 AMENDMENTS AND REVISIONS**

Amendments to the PRR shall be promulgated by the City Manager and approved by the City Commission. Copies will be distributed to all departments upon approval by the City Commission as required per Section 7.05 of the Wauchula City Charter.

### **1.06 COLLECTIVE BARGAINING AGREEMENT**

Where these Rules or departmental rules and regulations are in conflict with the express terms of the CBA, the terms of the CBA shall take precedence.

Approved 01/12/2026  
Replaces 08/12/2024

### **1.07 MEMOS, POLICIES AND REGULATIONS**

All prior memos, policies, procedures and regulations inconsistent with this PRR are null and void.

### **1.08 DEPARTMENTAL RULES, REGULATIONS, STANDARD OPERATING PROCEDURES AND GENERAL ORDERS**

All departmental Rules, Regulations, Standard Operating Procedures and General Orders shall be subject to approval of the City Manager. If inconsistent with these PRR, the PRR shall prevail.

### **1.09 PAY AND CLASSIFICATION PLAN**

- A. The City has a Pay and Classification Plan which is periodically revised by the Administration and recommend to the City Commission for review, revision and final approval. The purpose of such a Plan is to provide competitive wages consistent with available funds and prudent financial judgment.
- B. Adjustments to the Pay Plan as well as the annual adjustments in the wages of employees are considered each year as a part of the budget process which is subject to final approval by the City Commission.

Approved 01/12/2026  
Replaces 08/12/2024

## SECTION 2

### DEFINITION OF TERMS

**Anniversary Date** -- The date an employee begins employment and the same date in following years. This is the date upon which entitlement to fringe benefits is based unless a specific benefit provides otherwise. The anniversary date may be changed in accordance with these Rules.

**Commission** -- The City Commission of Wauchula, Florida.

**Classification Seniority** -- (also referred to as job or position seniority) -- The length of time an employee has been continuously employed in his current position classification. Classification seniority will be lost or changed upon the loss of seniority under Section 9.02, the permanent transfer, promotion, demotion or reassignment to or from one job classification to another.

**Collective Bargaining Agreement** (also referred to as "CBA") -- An agreement between an employee organization and the Commission negotiated and ratified as required by the Public Employees Relations Act.

**Compensation Plan** -- The official schedule of pay assigning rates of pay to each position classification.

**Compensatory Time** (also referred to as Comp Time) -- Time off from work in lieu of overtime pay.

**City Seniority** -- The total time an employee has worked for the City without loss of seniority under Section 9.

**Demotion** -- Permanent reassignment of an employee to a lower-level job classification for a disciplinary reason.

**Department Head** -- A person who is assigned the overall responsibility for the operation of a recognized department or area of City operation.

**Departmental Seniority** -- The length of time an employee has been continuously employed in a department.

**Dismissal or Termination** -- Involuntary separation from City employment.

Approved 01/12/2026  
Replaces 08/12/2024

**Exempt Employee** -- An employee exempt from the minimum wage and/or overtime under the Fair Labor Standards Act and paid a salary for all hours worked in a work week.

**FLSA** -- The Fair Labor Standards Act.

**FMLA** -- Family Medical Leave Act.

**He/His/Him** -- Are generic and used for reference purposes only to signal reference to both males and females.

**Insubordination** -- The refusal to perform work when and as assigned, failure to obey a direct legal order and/or any other act or acts of disrespect or disregard of proper managerial authority.

**Job Description** -- A written description of some but not all of the duties and responsibilities of a job.

**Promotion** --Permanent assignment of an employee to a higher-level job classification.

**Reemployment** -- The hiring of a person who formerly worked for the city. Persons rehired shall be new employees for all purposes, unless the Department Head recommends and the City Commission approves otherwise in a particular case.

**Regular Full-Time Employees** -- Employees who have successfully completed their initial probationary period, are assigned a regular schedule of forty (40) hours or more per week and are designated as regular full-time employees by the City. All regular full-time employees are considered disaster essential employees.

**Part-Time Employees** -- Employees who are assigned to work a regular schedule of less than thirty (30) hours per week.

**Temporary Employees** -- Any employee appointed for a special project or other work of a temporary or transitory nature.

**Transfer** -- The permanent reassignment of an employee from one position to another.

**Work Day** -- The scheduled number of hours an employee is required to work per day.

**Work Week or Work Period** -- The number of hours regularly scheduled to be worked during any seven (7) consecutive days or other work period allowed by the Fair Labor Standards Act and adopted by the Commission for an employee or group of employees.

**Working Time** -- Working time shall be all time employee performs actual work for the City.

Approved 01/12/2026  
Replaces 08/12/2024

## **SECTION 3**

# **STANDARDS OF CONDUCT AND MISCELLANEOUS**

# **POLICIES**

### **3.01 POLICY**

- A. To an unusual extent and in a special way, employees in the City organization are “Good Will Ambassadors”. Such status involves a degree of duty and obligation regarding public and private conduct which is not common to other classes of employment. The attitude and deportment of a City employee should at all times be such as to promote the good will and favorable attitude of the public toward the City, its programs, and policies.
- B. All employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.
- C. It is the policy of the City to expect from employees compliance with these PRR, state statutes, federal regulations and departmental rules in the performance of duties, as well as compliance with all safety rules and standards. An employee who violates any of the Standards of Conduct, departmental rules, or the PRR shall be subject to disciplinary action.

### **3.02 CONFLICT OF INTEREST**

- A. Employees in a position to influence actions and decisions of the City or a member of the managerial staff shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services and other persons not employed by the City.
- B. Employees shall not accept loans, advances, gifts, gratuities, or favors from a supplier, bidder, or other person doing business with the City with the expectation of receiving preferential treatment.
- C. An employee shall not use his position with the City to obtain or attempt to obtain any special preferences, favors, privileges or exemptions for himself or for any other person.

Approved 01/12/2026  
Replaces 08/12/2024

- D. No employee shall disclose confidential information gained by reason of his official position with the City except in and as a part of his normal duties as a City employee; nor shall such employee use such confidential information not available to the public for personal gain or benefit.
- E. When an employee has or anticipates creating a business relationship with another person, partnership, firm, corporation or other business entity which does or seeks to do business with the City, or any division thereof, the employee shall advise the Department Head in writing as soon as that relationship is known. Failure to so advise the Department Head may result in immediate termination.
- F. The City Manager will determine whether there is a conflict of interest or a potential conflict of interest and direct the employee's activities in such a way that the conflict of interest no longer exists.

### **3.03 POLITICAL ACTIVITY**

- A. Employees may engage in political activities during their non-duty time so long as their activities do not interfere with the operation of City business.
- B. Employees shall not wear or display political badges, buttons or stickers when on duty, riding in or on City equipment or when in a City uniform, or otherwise identified as a city employee.
- C. Employees shall comply with all state and local laws involving political activity.
- D. Employees may run for elective office or be appointed to non-elective office other than those involving the City of Wauchula so long as the position in no way interferes with their work as a City employee.
- E. The Florida Law contains F.S. Chapter 99 which includes what is commonly known as the "Resign to Run Law". Subject to the restrictions set forth in that law, employees may run for City office so long as they handle their candidacy in such a manner as to not interfere with the efficient operation of the City. Any questions concerning this issue should be addressed to the Human Resource Department or City Attorney.

Approved 01/12/2026  
Replaces 08/12/2024

### **3.04 EMPLOYMENT OF RELATIVES**

The City does not automatically prohibit members of the same family from working for the City. Each situation involving employment of a relative must be reviewed on its own individual merits.

- A. As a general guideline, however, employees should know that the City will not allow the employment of relatives in any situation where a conflict of interest exists or where there is a substantial likelihood that a conflict of interest will arise, such as:
  - 1. a relative working under the direct supervision of another;
  - 2. one relative being responsible for the job performance evaluation of another;
  - 3. one relative being directly involved in job actions with regard to another; or
  - 4. one employee being in possession of confidential information about another employee.
- B. It is the obligation of all affected employees to immediately advise their Department Head if a change in his situation occurs or is anticipated that will result in his becoming related to another employee so the effect, if any, of the relationship on City operations may be fully explored and appropriate action taken.

### **3.05 OUTSIDE EMPLOYMENT**

- A. Subject to paragraphs B - G below, employees are discouraged but not prohibited from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment and no employee may engage in outside employment which interferes or tends to interfere with the interest of the City or the duties for which the employee is responsible as a City employee.
- B. Employees who have other jobs or who seek to have other jobs, must immediately notify their Department Head.
- C. If in the judgment of the Department Head, the employee's other employment causes or may cause absences, tardiness, or otherwise interferes or may interfere with the operations of the City or his responsibility as an employee of

Approved 01/12/2026  
Replaces 08/12/2024

the City, including but not limited to availability for scheduled and unscheduled overtime and/or call-ins. The Department Head shall report the situation to the City Manager who shall decide what to do, which may include termination if the City Manager determines the other employment adversely affects City operations and the employee declines to follow the direction of the City Manager.

- D. If permission to engage in other employment is granted, it may be withdrawn at any time if in the opinion of the City Manager the responsibilities of the job are inconsistent with the employee's responsibilities as an employee of the City.
- E. Equipment, facilities, vehicles or property of the City shall not be used by employees for other jobs without the approval of the City Manager, or his designee.
- F. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under the City's Workers' Compensation Plan.
- G. Employees who have accepted outside employment may not use paid sick leave at any time (including time out for eligible Family Medical Leave if using sick time) to work on the outside job. Fraudulent use of sick leave will result in disciplinary action.

### **3.06 RELEASE OF INFORMATION/PUBLIC RECORDS REQUESTS**

- A. Employees shall at all times be courteous, friendly and helpful to those members of the public who seek information.
- B. Unless release of information concerning personnel records or the operations of City business is a normal part of their duties, or unless under subpoena, employees will direct all request to the appropriate department. Refer to City Clerk's office.

Approved 01/12/2026  
Replaces 08/12/2024

### **3.07 SOLICITATION AND DISTRIBUTION**

- A. Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.
- B. Employees of the City are prohibited from conducting or promoting private business for gain during duty hours or within any City building.
- C. Employees are prohibited from soliciting for any reason during time they or the person they seek to solicit are being paid to perform actual work. Such solicitation includes solicitations on behalf of or in opposition to a labor organization.
- D. Employees are prohibited from distributing literature of any kind during hours they are being paid to perform actual work or in any area where employees are engaged in work at any time.
- E. The solicitation and distribution prohibitions set forth in paragraphs C and D above shall not apply to solicitation and/or distribution by the City or its managerial staff, when such is part of the normal operation of City business.

### **3.08 USE OF CITY PROPERTY**

- A. Employees shall not use City property, equipment or vehicles except in the performance of official duty, nor shall they permit their use by an unauthorized person, either on or off duty, unless approved by the City Manager, or his designee.
- B. Employees shall not use any tobacco products including electronic nicotine delivery system in city vehicles or/on city equipment.

### **3.09 UNIFORMS, DRESS AND APPEARANCE**

- A. Employees supplied uniforms by the City, or safety apparel, or expected to wear uniforms in the performance of their job, shall report in a clean full uniform on each day worked.
- B. Employees are expected to report to work in appropriate and clean clothing.

Approved 01/12/2026  
Replaces 08/12/2024

- C. Employees are expected to observe normal and reasonable standards of personal hygiene. Failure to do so may result in the employee being sent home to correct the situation or for the day without pay. Repetition of such conduct shall subject the employee to discipline.
- D. Beards and mustaches will be allowed, except as otherwise prohibited by law or where in the opinion of the Department Head they interfere or tend to interfere with the safe and efficient performance of the job. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems and must be maintained in a clean, neat and orderly fashion.
- E. Uniforms supplied by the City will be replaced by the City when they become unusable through normal wear and tear.
- F. The employee is responsible to return uniforms supplied by the City upon separation of employment or to reimburse the City for uniforms lost or damaged through the employee's negligence.

### **3.10 GENERAL PROHIBITIONS**

- A. Employees are expected to be aware that they are public service employees and to conduct themselves in a manner which will in no way discredit the City, public officials, fellow employees or themselves.
- B. Employees shall avoid conduct or speech that is inconsistent with good order and discipline. They shall treat each other with the utmost courtesy and respect, and at all times refrain from making any derogatory remarks concerning each other. They shall direct and coordinate their efforts toward establishing and maintaining the highest level of efficiency, morale and achievement, and shall conduct themselves in such a manner as to bring about harmony among the various units of the City.
- C. No employee whose duties involve the use of a badge, card or clothing insignia as evidence of authority or for identification shall permit such badges, cards or insignia to be used or worn by anyone who is not authorized to use or wear them. Such badges, cards and insignia shall be used only in the performance of the official duties of the position to which they are related.

Approved 01/12/2026  
Replaces 08/12/2024

### **3.11 BULLETIN BOARDS**

There shall be an official City bulletin board in each department. Announcements of special events, changes in policies, transfer/promotional opportunities and other items relating to official City business will be posted there. No other information is to be posted on such bulletin boards.

### **3.12 ELECTRONIC COMMUNICATIONS USAGE AND RETENTION**

The availability of e-mail, other electronic communication, and Internet resources, such as Face book and Twitter, are offered to the employees for the furtherance of their work as City employees. However, occasional email communications for personal reasons under circumstances that do not take away from or interfere with any employee's duties are not prohibited except:

- A. No e-mail will contain any material which is political, slanderous, controversial or which contains vulgar language or reference to sexual matters or is otherwise inappropriate.
- B. E-mail for personal reasons should be used only when it is important for the employee to communicate with another employee at work about a personal matter and another method of communications would take time away from the employee's work.
- C. E-mail to persons not employed by the City and/or for non-city business purposes is acceptable so long as it is used only when necessary for matters that cannot be handled during non-working hours and the privilege is not otherwise abused. If such emails are deemed an interference with your job duties or blatant wasting of city time, the privilege may be revoked.
- D. E-mail transmissions, e-mail passwords, and any information transmitted via the City e-mail network in or on a computer owned by the City, or other electronic equipment owned by the City or utilized in the performance of City business are the property of the City and are open to examination by the public, news media or the City Manager. Employees have no expectation of privacy with respect to the contents of such communications. The City reserves the right to make public all personal e-mails; therefore, employees should not put anything in an e-mail they do not want to be made public upon a proper request made in accordance with applicable law. E-mail transmissions are governed by F. S. Chapter 119 and will be retained by the City in accordance with that statute.

Approved 01/12/2026  
Replaces 08/12/2024

- E. E-mail transmissions and website activities that are sexual in nature, vulgar, offensive, obscene, discriminatory, harassing or otherwise inappropriate are prohibited.
- F. Checking personal email accounts (i.e., AOL, Hotmail, etc.) through City computers is acceptable, as long as the privilege is not abused, otherwise the privilege may be revoked. Responses to emails are restricted by Section 3.12(c) above.
- G. Chat room usage is expressly prohibited unless it is a requirement in the performance of the employee's job.
- H. E-mail transmissions that unlawfully distribute copyrighted materials, coordinate illegal activities (e.g., gambling) and facilitate illegal conduct are strictly prohibited.
- I. E-mail passwords and corresponding accounts are non-transferable. Employees are responsible for maintaining the confidentiality of their passwords and corresponding accounts.
- J. Employees may not install unapproved software packages on their computers without obtaining advance permission from the City Manager or his designee.
- K. Refer to the social media Policy for rules and guidelines regarding the use of the City -provided social media by employees and elected officials.
- L. To ensure that the use of the City's electronic communication system is consistent with the City's legitimate business interests and not a violation of this section, authorized representatives of the City may monitor the use of such equipment from time to time. No notice of such monitoring will be given.
- M. Employees shall not utilize cell phones while driving or operating City vehicles or moving equipment or vehicles or moving equipment owned by others but being used by employees in the performance of City business. Use of ear buds and head phones are prohibited while driving.

The Police Chief is authorized to establish a standard operating procedure to address the needs for police officers as it relates to the use of cell phones and other electronic equipment in patrol cars and other City Police Department vehicles.

Approved 01/12/2026  
Replaces 08/12/2024

Remember, our computer system is for City business and any personal use should be limited as much as possible and must comply with all of the standards set forth in this policy.

### **3.13 DOMESTIC VIOLENCE**

The City will provide eligible employees with up to three (3) working days of unpaid leave in a 12-month period for domestic violence-related reasons.

In calculating the 12-month period under this policy, the City uses a "rolling, backward-looking" method. Under this method, a rolling twelve-month period is measured backward from the date the employee uses any leave under this policy, such that each time an employee takes leave under this policy the remaining leave entitlement would be any balance of the 3 days' of leave which has not been used during the immediately preceding 12 months.

#### **A. Eligible Employees**

To be eligible for leave under this policy, the employee must have been employed by the City for at least three months.

#### **B. Circumstances Where Domestic Violence-Related Leave is Available**

Leave may be taken under the terms of this policy if the employee or a family or household member of the employee is a victim of domestic violence and the leave is necessary to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3. Obtain services from a victim-services organization including, but not limited to, a domestic violence shelter or program or a rape crisis center as result of the act of domestic violence;
4. Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator;  
or

Approved 01/12/2026  
Replaces 08/12/2024

5. Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

C. Exhaustion of Paid Leave Required

Prior to receiving leave under this policy, the employee must exhaust any available paid leave.

D. Notice and Supporting Documentation Required

Except in cases of imminent danger to the health or safety of the employee or a family or household member, advance notice of the need for leave is required. Where advance notice is required, the employee is required to provide notice to the City as soon as the need for leave becomes known. Where advance notice is not required due to the imminent danger to the health or safety of the employee or a family or household member, the employee must inform the City that the leave was taken pursuant to this policy as soon as he or she returns to work.

Documentation supporting the need for the leave under this policy must be submitted with the request for leave. In cases of imminent danger to the safety of the employee or a family or household member, supporting documentation must be submitted as soon as the employee returns to work.

E. Confidentiality and Prohibition of Retaliation

1. All information relating to leave under this policy shall be considered confidential and will not be disclosed to any other individuals unless required for legitimate business or otherwise compelled by law.
2. Leave taken or requested under this policy will not result in any adverse action against the employee. Employees who believe they have been subjected to retaliation as a result of leave taken or requested under this policy must initiate a complaint in the same manner as required by the City's Equal Employment Opportunity complaint procedure.

Approved 01/12/2026  
Replaces 08/12/2024

## **SECTION 4**

### **TYPES AND TERMS OF EMPLOYMENT**

#### **4.01 BASIS OF EMPLOYMENT**

Employees are employed by the City as either regular full-time or part-time employees.

#### **4.02 PARTICIPATION IN BENEFITS**

Regular full-time employees shall receive full fringe benefits. Other classifications of employees do not receive any fringe benefit other than their wage, unless required by law or otherwise specifically provided in these PRR.

#### **4.03 TERM OF EMPLOYMENT**

- A. Regular full-time employees are employed at the will and pleasure of the City and shall be entitled to have their grievances resolved under Sections 12 and 13 of these Rules.
- B. Temporary, part-time or full-time employees who have not successfully completed their initial probationary period, and casual employees serve at the will and pleasure of the City and may be disciplined or dismissed for any reason or no reason, subject only to applicable law. Such employees shall not have access to the grievance procedure set forth in these PRR. All decisions concerning their wages, hours, and working conditions shall be made by the City, or its designee.

#### **4.04 PROBATIONARY EMPLOYEES**

- A. All regular full-time employees shall serve an initial probationary period of one hundred and eighty (180) days, with the exception of sworn law enforcement personnel, who shall serve a probationary period of twelve (12) months. Said probationary period may be extended by the Department Head for up to an additional sixty (60) days.
- B. When an employee is initially hired in a position which has a formal training program or requires certification or licensing, the probationary period shall be

Approved \_\_\_\_  
Replaces \_\_\_\_

as set forth in paragraph A, the period of the successful completion of the training program, or successful certification or licensing, whichever is longer.

#### **4.05 PROMOTIONAL PROBATION**

- A. An employee promoted to a higher-level job classification shall serve a probationary period of ninety (90) days unless extended upon mutual agreement of City Manager and the Department Head as necessary.
- B. During the probationary period, if in the opinion of his Department Head the employee cannot satisfactorily perform the duties of the higher position but has otherwise performed satisfactorily: (1) if the position from which he was promoted has not been filled, he will be returned to his former position; (2) if the job from which he was promoted has been filled, the employee will be given preferential treatment for six (6) months from the date of his removal for any vacancy in the City for which the Department Head considers him to be qualified to perform all the duties.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 5**

### **HIRING PROCEDURES**

#### **5.01 VACANCIES**

All persons inquiring about employment should be directed to the Human Resources Department where they will be required to complete the standard application form. Assistance will be provided for those persons who cannot read or write or who have a language problem.

#### **5.02 BASIS FOR SELECTION**

Employment with the City shall be based on skills, experience, training, education, ability, physical and mental ability to do the available work and other factors that are related to the performance of the job in question.

#### **5.03 TESTING**

At its option, the City may use valid written or oral examination and performance tests to assist it in the selection process. In addition, psychological and polygraph testing for Law Enforcement Officer (LEO) positions may be used.

#### **5.04 DRUG TESTING**

- A. To the extent allowed by law, the City will require submission to and successful passing of testing for the use of illegal controlled substances as a condition for consideration for employment with the City.
- B. Employees of the City shall be subject to drug testing as provided in Section 24 of the PRR.

#### **5.05 DISABILITY AND MEDICAL EXAMINATIONS**

- A. At the option of the City, applicants may be required to take a medical examination after they have been offered employment.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

- B. If with the prior approval of the Department Head, an applicant is placed on the payroll prior to having completed a required medical examination, he shall be advised at the time he is placed on the payroll that his employment will be conditioned upon taking a medical examination.
- C. Employees may be required to take a medical and/or psychological examination at any time by the City for reasons connected with their job (e.g., an accident on the job).
- D. Applicants and employees who are directed to take a medical examination under paragraphs A, B or C above and who refuse to do so will be automatically terminated.
- E. Applicants and employees who take a medical examination pursuant to paragraphs A, B or C above shall not be employed, or, if previously employed, shall be terminated immediately if the results of the medical examination show that they are unable to perform the essential functions of the job; however, if they have a legally recognized disability, they will be terminated only if they cannot be reasonably accommodated to perform the essential job functions of the job without undue hardship to the City and such action shall be subject to applicable federal, state and local laws dealing with disability status.

## **5.06 JOB OPPORTUNITIES FOR NON-EMPLOYEES**

When there is a permanent vacancy in a full-time position and the City Manager or his designee has decided not to fill it with an internal candidate under Section 8, the following procedure shall apply:

- A. The Human Resource Department shall advertise the vacancy. The advertisement and notice shall contain the title of the position, the minimum qualifications for the job, the date beyond which applications will no longer be received, the anticipated hiring date, the phrase "The City of Wauchula is an Equal Opportunity Employer," and shall state that all applications or inquiries shall be directed to the Human Resources Department. At its option the City may elect to consider applicants from applications held on file.
- B. All applications for employment shall be on a form provided by the Human Resources Department. All applications received shall be maintained on file in the Human Resources Department in accordance with public records retention law.
- C. After the close of the advertising period, which shall be at least one week, the Human Resources Department shall accumulate all timely applications and

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

submit them to the Department Head. The Department Head shall interview or offer to interview all timely applicants whom he determines meet the minimum qualifications and select the applicant whom he believes best meets all the qualifications for the job presented. If after the interviews, the Department Head determines none of the applicants is sufficiently qualified, the procedure shall be repeated unless the Department Head otherwise fills the job.

Approved \_\_\_\_  
Replaces \_\_\_\_

## **SECTION 6**

### **TYPES OF SEPARATIONS**

#### **6.01 TYPES OF SEPARATIONS**

Separations and/or terminations from positions in the City service are designated as one of the following types. Personnel forms shall show the reason for the separation, and the last day and hour worked. The effective date of the separation shall be the last day on which the employee is present for duty.

1. Resignation
2. Retirement
3. Disability
4. Death
5. Reduction in force (layoff)
6. Dismissal or discharge
7. End of assignment

#### **6.02 RESIGNATION**

- A. An employee wishing to leave the City in good standing shall file with his supervisor a written resignation, stating the date and reasons for his resignation. Such notice must be given at least two weeks prior to the date of separation. A resignation under threat of potential dismissal or investigation, as determined exclusively by the City, shall not be considered a resignation in good standing. Employees who resign in good standing with the required notice may be considered for reemployment.
- B. An employee that resigns, for whatever reason, relinquishes all rights and privileges he/she is entitled to under the PRR at the time of resignation, unless otherwise required by law or the PRR otherwise provides.

#### **6.03 RETIREMENT**

Retirement from City employment occurs when an employee retires under the terms and conditions set forth for the City Pension Plan and ceases to work for the City. This does not include those who are eligible for taking an In-Service Distribution, as described in Section 23.02 (4) (c) of the PRR

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

#### **6.04 DEATH**

All compensation and benefits due to a deceased employee, if any, shall be paid to the employee's legal representative as determined by law.

#### **6.05 REDUCTION IN FORCE (LAYOFF)**

Reductions in force shall be in accord with Section 9.

#### **6.06 DISMISSAL OR DISCHARGE**

- A. Temporary, part-time, casual and initial probationary employees are subject to dismissal from City employment pursuant to Section 4.03.
- B. Regular full-time employees are subject to dismissal from City employment pursuant to Section 11.

#### **6.07 RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS**

- A. At the time of separation from employment, the employee shall return all records, books, assets, uniforms, keys, tools and other items of City property to his department. Failure to return same in usable condition shall result in the maximum deduction allowed by law from the employee's final paycheck. Any balance due over and above the amount deducted from the employee's paycheck may be collected by the City through appropriate legal action.
- B. All outstanding voluntary debts to the City incurred by the employee, (such as the cost of non-mandatory training when the employee ceases employment before the cost to the City is recouped, any, shortages or advances of leave or expense accounts, any advances on pay and any other standing debts due to the City) will be deducted from the employee's final paycheck.
- C. All deductions under paragraphs A and B above shall be subject to the applicable state and federal law.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 7**

# **TRANSFERS AND WORK OUT OF CLASSIFICATION**

### **7.01 TEMPORARY TRANSFERS/WORK OUT OF CLASSIFICATION**

- A. A Department Head, with the approval of the City Manager or his designee, may temporarily pay an employee the minimum rate for a higher classification in extraordinary circumstances where the City determines, in its sole discretion, that a formal temporary assignment to a higher classification is appropriate.
- B. When a non-exempt employee temporarily works in a lower paid job classification, he shall receive the rate of pay for his regular job classification.

### **7.02 PERMANENT TRANSFERS**

- A. An employee may be permanently transferred from one job classification or department to another job classification or department:
  - 1. At the employee's request if, in the opinion of the Department Head it is in the City's best interest;
  - 2. By the Department Head for operational or efficiency reasons;
  - 3. By the Department Head for disciplinary reasons under Section 11.
  - 4. In all cases involving more than one (1) department, both Department Heads must agree to the transfer, unless in a particular case, the City Manager decides otherwise.
- B. An employee permanently transferred shall be paid not less than the minimum rate of the pay range of the job into which he is transferred but may be paid up to the mid-point of the pay range based on the receiving Department Head's evaluation of the employee's qualifications.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 8**

# **PROMOTIONS/DEMOTIONS/TRANSFERS/VACANCIES**

### **8.01 POSTING**

Except when determined operationally necessary and efficient, or otherwise in the best interests of the City by the City Manager, all full-time, non-managerial vacancies within the City will be posted on bulletin boards for five (5) working days. Whenever deemed appropriate, the City may also advertise the position externally at any time.

### **8.02 APPLICATION**

Employees who wish to be considered for the vacancy must apply by completing a written request and turning it into the Human Resources Department during the posting period. While selection is being made, the Department Head may utilize any employee or other person he wishes to perform the work.

### **8.03 POOL OF QUALIFIED APPLICANTS**

The Department Head will determine which of the applicants, if any, meet the minimum qualifications for the job.

### **8.04 INTERVIEW**

Except where the City determines that it would not be necessary, those applicants determined by the Department Head to meet the minimum qualifications for the job will be interviewed. Any employee or applicant entitled to veteran's preference and who meets the minimum qualifications for the position will be afforded an interview. As set forth in 8.06 below, final selection for the position will be based on the City's determination as to which candidate for the position is best qualified for the position.

### **8.05 NO SUFFICIENTLY QUALIFIED APPLICANTS**

If after completing the interview and evaluation of employee applicants and external candidates, the Department Head determines that none of the applicants who meet the minimum qualifications for the job are sufficiently well-qualified for the job, the Department Head may fill the position in any manner he wishes, provided the selection is approved by

Approved \_\_\_\_  
Replaces \_\_\_\_

the City Manager. The City also reserves the right to re-advertise the vacancy, wherever deemed appropriate.

### **8.06 BASIS OF SELECTION**

Consistent with Chapter 5, in determining whom to fill the position from among all qualified candidates, if any, the Department Head shall consider any job-related factor he or she deems appropriate for determining which applicant is best qualified for the position. Such factors may include, but are not limited to:

1. Qualifications and ability to perform the job.
2. The candidate's past work-related experience with the City and elsewhere.
3. The candidate's past performance and discipline record with the City and elsewhere.
4. Relevant skills, experience, training and education.
5. If currently employed by the City, the employee's City Seniority.

### **8.07 DEMOTION**

A demoted employee's pay rate shall be set within the range of the job into which he/she is demoted, but will not exceed the maximum rate for the lower classification.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 9**

### **SENIORITY LAYOFF AND RECALL**

#### **9.01 ACCRUAL**

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of thirty (30) or more consecutive days without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

#### **9.02 LOSS OF SENIORITY**

An employee shall lose his seniority and be terminated from employment as the result of any one of the following:

- A Discharge.
- B Retirement.
- C Voluntary resignation.
- D Layoff exceeding one (1) year.
- E Failure to report to the Department Head the intention to return to work within three (3) calendar days of receipt of a recall notice.
- F Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

#### **9.03 LAYOFF SELECTION**

In the event the City decides to lay off employees within a department, the City will normally first lay off those employees employed on a part-time, temporary, or casual basis. If further layoffs are necessary, selection among regular full-time employees shall be based upon:

- A Ability to perform all of the work available.
- B Special skills essential to the performance of the available work.
- C Job performance as reflected by the job evaluations for the past three years or the most recent evaluations available.
- D Job classification seniority.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

When, in the opinion of the Department Head, factors A, B and C are relatively equal among employees, factor D shall be determinative.

#### **9.04 PERMANENT LAYOFFS**

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

#### **9.05 RECALL**

Except for employees laid off pursuant to Section 9.04 above regular full-time employees who are recalled by the City within twelve (12) months shall have their City service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

#### **9.06 DECISIONS FINAL**

Decisions made pursuant to this section shall be final and shall not be subject to Section 12 or 13.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 10**

### **ATTENDANCE -- TARDINESS**

#### **10.01 PRESENT AND ON TIME**

All employees are expected to report for duty at the scheduled time and remain there until the scheduled leaving time.

#### **10.02 CALL-IN**

Employees are required to call in before they are scheduled to report to work when they are going to be absent or late. Failure to call in before the employee's shift begins may subject the employee to disciplinary action, unless the Department Head is satisfied that the failure to call in was for a reason beyond the employee's control.

#### **10.03 VERIFICATION**

The Department Head, with approval of the Human Resource Department, may require an employee to establish to his satisfaction that an absence or tardiness was for a legitimate reason. Such proof, in the case of sickness or injury, may include the presentation of a medical doctor's excuse from a doctor acceptable to the City.

#### **10.04 CONTINUING ABSENCE**

In the case of a continuing absence, the employee must call in each day unless otherwise instructed by his Department Head or supervisor.

#### **10.05 PERSON TO CALL**

Call-ins are to be directed to the employee's immediate supervisor; however, in the event the immediate supervisor is not available, the employee must speak with another supervisor or the Department Head.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 11**

### **DISCIPLINARY ACTION<sup>1</sup>**

#### **11.01 GENERAL STATEMENT**

- A. It is the hope of the City that effective supervision and employee relations will avoid most difficulties which otherwise might necessitate discipline of employees of the Department.
- B. The City recognizes the fact that each situation differs in many respects from others that may be similar in some ways. Thus, the City retains the right to treat each incident on an individual basis without creating a precedence for other cases which may arise in the future as to a particular employee or groups of employees and to determine the appropriate discipline in every matter on a case-by-case basis.

#### **11.02 FORMS OF DISCIPLINE**

- A. The City recognizes the following types of discipline:
1. Verbal warnings.
  2. Written reprimands.
  3. Suspension without pay.
  4. Demotion.
  5. Combination of the above.
  6. Termination of employment.
- B. Management will normally take disciplinary action within ten (10) working days after the incident or violation comes to the attention of management. The Department Head, at his option, may temporarily suspend the employee, with or without pay, to the next working day or shift and thereafter by the City Manager pending investigation and a final decision on the disciplinary action, if any, that will be taken.

---

<sup>1</sup> Disciplinary action for full time sworn police officers shall be pursuant to a WPD General Order adopted pursuant to F.S. Chapter 112 and approved by the City Manager.

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

### **11.03 BASIS FOR DISCIPLINARY ACTION**

Continued employment with the City and in any position with the City is at the will and pleasure of the employee and the City and may be terminated by either without cause.

Employees should also understand they may be disciplined, up to and including termination, for violation of any of the offenses listed in Subsection 11.05 below: for violating departmental rules; for any action or failure to act which in the opinion of the City, or its designee, adversely affects the ability of the employee and/or fellow employees to officially perform their responsibilities and/or adversely effects the efficient operation of the City government , or, for any other or no reason except one made illegal by applicable law.

### **11.04 NOTICE OF DISCIPLINARY ACTION**

- A. Employees who are disciplined by verbal warning will have the reasons for said warning explained by their supervisor.
- B. In all cases of written reprimand, suspension without pay, demotion, any combination of same, or termination, the employee will be notified in writing of the action taken and a copy of such notice shall be retained by the City in the employee's departmental personnel file.

### **11.05 TYPES OF OFFENSES**

There are two (2) groups of sample offenses for which employees may be disciplined up to and including termination, and the guidelines for recommended penalties for those examples of unacceptable conduct are set forth below; however, the principles concerning application of discipline to these sample offenses as set forth in Subsection 11.01(B) above shall apply. Nothing herein shall be construed to require the City to have just cause for any form of disciplinary action, including termination, or to limit disciplinary action to the sample offenses enumerated below.

This paragraph provides recommended but not mandatory penalties to apply to the specific example offenses listed here; however, the penalty utilized shall be discretionary with management in all matters of discipline and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **GROUP I OFFENSES**

**First Offense** - Written Reprimand

**Second Offense** - Up to ten (10) days suspension without pay

**Third Offense** - Up to termination

1. Quitting work, wasting time, loitering or leaving assigned work area during working hours without permission.
2. Taking more than allowable times for meal or rest periods.
3. Unacceptable productivity or competency.
4. Sleeping on the job unless authorized to do so.
5. Reporting to work or working while unfit for duty, either mentally or physically, unless the condition is a legally recognized disability in which case the matter will be dealt with in accordance with applicable law.
6. Violating a safety rule or practice when no injury to person or damage to property is involved
7. Engaging in horse play, scuffling, wrestling, throwing things, malicious mischief, distracting the work of others, cat calls, or other disorderly conduct.
8. Failure to report the loss of a City piece of equipment or other City property entrusted in the employee's custody.
9. Failure to keep the City and department notified of the employee's current proper address and telephone number.
10. Gambling, lottery or engaging in any other game of chance while on duty or in any fashion that brings disrepute upon the City.
11. Violation of published City or departmental policies, rules, standard, orders, operating procedures or regulations.
12. Failure to properly supervise subordinates or to make disciplinary charges when the facts call for them or to take other appropriate disciplinary actions.
13. Failure to take appropriate action concerning illegal activity.
14. Solicitation of money or anything of value on City property, in a City vehicle, or while wearing a City uniform.

Approved \_\_\_\_  
Replaces \_\_\_\_

15. Engaging in any private activity, other than being at home at rest, in the hospital, visiting a doctor, or engaging in other medically related required activities, after reporting being off sick.
16. Failure to submit a properly written and required report within a reasonable time or a prescribed period of time as required by supervision.
17. Unexcused tardiness or absence.
18. Untidy appearance or failure to wear the proper uniform or appropriate clothing.
19. Interference with the dispatching, broadcasting or tampering with radio equipment or other communication equipment, facilities or operations or other inappropriate behavior in connection therewith.
20. Failure to possess and maintain a current and valid state motor vehicle operator's license, if driving a vehicle is required by the City as an essential part of the employee's job.
21. Use of City issued equipment or uniforms when not on duty without permission of the City Manager, or his designee.

## **GROUP II OFFENSES**

### **First Offense - Up to termination**

1. Conviction of a felony.
2. Excessive tardiness and/or absenteeism regardless of the reason.
3. Abuse of leave privileges.
4. Use of official position for personal advantage.
5. Deliberately or negligently misusing, destroying, losing or damaging any City property or property of an employee.
6. Falsification of personnel, City, or Departmental records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, or document.
7. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, workers' compensation, or any other benefit.

Approved \_\_\_\_  
Replaces \_\_\_\_

8. Insubordination or the refusal to perform work assigned, or to comply with written or verbal instructions of a supervisor.
9. Use, possession or display of fire arms, explosives, knives other than a single pocket knife with a blade of 3 inches or less or other weapons on or in City property or while on City business unless specifically authorized by the City Manager, or his designee..
10. Removal of City property or any other employee's property from City locations without proper authorization; theft of City property or any employee's property.
11. Failure to return at the end of an authorized leave of absence.
12. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
13. Absent without permission
14. Acceptance of a gift, service, or anything of value in the performance of duty or under any other circumstances where the employee knew or should have known it was given with an expectancy of obtaining a service or favored treatment.
15. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, on City property, or while operating or riding in or on City equipment.
16. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City.
17. On or off the job conduct which adversely affects the ability of the employee to perform his duties and/or adversely affects the efficient operation of the City government or any department, division, or area of City government, unless such discipline is otherwise prohibited by law
18. Discourteous, insulting, abusive, or inflammatory language or conduct toward the public or co-workers.
19. Improper racial or sexual comments, harassment or acts directed to any City employee or the general public.

Approved \_\_\_\_  
Replaces \_\_\_\_

20. Threatening, intimidating, coercing, or interfering with fellow employees or supervision at any time.
21. Provoking or instigating a fight or fighting while on duty except in self-defense.
22. Unauthorized personal use of the exempt tax number for any reason.
23. Accepting a bribe or gratuity, committing an illegal act or accepting a gratuity for performing the normal duties as a City employee.
24. Failure to report in writing an offer of a bribe or gratuity to permit an illegal act.
25. Communicating or imparting confidential information either in writing or verbally to any unauthorized person.
26. Violation of a safety rule or practice where an injury to person or damage to property is involved.

The above list does not include all of the reasons for which an employee may be subject to disciplinary action, but as stated earlier, is intended to provide examples of inappropriate conduct.

#### **11.06 AUTHORITY FOR DISCIPLINARY ACTION**

- A. A supervisor may give an employee an oral or written reprimand, with prior concurrence of the Department Head.
- B. A supervisor may recommend any other form of disciplinary action.
- C. Department Heads have the authority to discipline employees utilizing any of the recognized forms of discipline and may delegate to subordinates discipline up to suspension without pay for the balance of a day or shift; with the exception of terminations, which must be approved by the City Manager.

#### **11.07 SUSPENSION PENDING RESOLUTION OF CRIMINAL CHARGES**

- A. In the event an employee is charged with any crime, the employee may be suspended with or without pay as provided in 11.02(B) above. Alternatively, per 11.07 (B) below, where the City deems it appropriate and is satisfied that its inquiry into the matter warrants it, the City may proceed with disciplinary action while the criminal charge is pending.

Approved \_\_\_\_  
Replaces \_\_\_\_

- B. At any time, with the approval of the City Manager, the Department Head shall have the option of taking disciplinary action based on his own investigation without regard to the existence, status or final disposition of the criminal charges.
- C. In the event that the City Manager elects to wait until the criminal proceeding, or a particular phase thereof, is concluded before considering disciplinary action, the resolution of the criminal proceeding, or phase thereof, will ordinarily be considered but the decision maker shall not be bound thereby and shall make his own determination as to the facts and the appropriate disciplinary action, if any.
- D. Under paragraphs B and C above, unless otherwise directed by the City Manager, the Department Head will generally not consider anything less than a finding by a judge or a jury, of not guilty as indicative of whether the employee engaged in the conduct in question. In this respect, withdrawn or dismissed criminal charges, standing alone, will generally not be considered by the City to be indicative of innocence.

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

## SECTION 12

### EMPLOYEE GRIEVANCE PROCEDURE

### DISCIPLINARY MATTERS<sup>2</sup>

#### 12.01 PURPOSE

The grievance procedure is established to provide opportunity to full-time employees who have successfully completed their initial probationary period to appeal disciplinary actions more serious than a one (1) day suspension without pay under Section 11. The submission of an appeal by an employee in good faith shall in no way adversely affect the employee or his employment with the City.

#### STEP 1 -- DEPARTMENT HEAD

- A. The employee may appeal the discipline in writing to the Department Head within three (3) working days from receipt of Notice of Disciplinary Action.
- B. The appeal shall include:
  - 1. The date the grievance arose.
  - 2. The policy, rule, and/or procedure claimed to have been violated.
  - 3. A statement of the facts as seen by the employee.
  - 4. The relief requested.
- C. The Department Head shall meet with the employee within five (5) working days after receipt of the grievance. The Department Head shall give the employee an opportunity to explain his position, and listen to any witnesses the employee brings to the meeting. The Department Head may require other employee witnesses to be present or may conduct further investigation into the matter on his own. The Department Head shall give a written answer to the employee within five (5) working days after the investigation is completed.

---

<sup>2</sup> Appeals of suspensions without pay, demotion or termination by full time WPD sworn employees shall be conducted pursuant to a General Order consistent with F.S. Chapter 112 approved by the City Manager.

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

## **STEP 2 -- CITY MANAGER**

- A. If the matter is still unresolved to the employee's satisfaction by the decision of the Department Head, the employee may appeal in writing to the City Manager requesting a review of the appeal. The appeal must be filed within three (3) working days of the decision of the Department Head in Step 1 or the last day for the decision, whichever first occurs.
- B. The City Manager shall meet with the employee and the Department Head, give them an opportunity to explain their position, listen to any witnesses they wish to present, and make the final decision for the City.

### **12.02 GENERAL PROVISIONS**

- A. Attorneys will not be allowed to participate in the meetings without permission of the City Commission unless in a particular case the law requires it. However, an employee may be represented by a fellow employee or other representative if he wishes.
- B. The time limits of this grievance procedure may be extended for reasons considered appropriate by the Department Head in Step 1 or by the City Manager in Step 2. Failure of an employee to file an appeal in a timely fashion will constitute an automatic abandonment of the grievance.

In the event the Department Head does not respond in writing within the time provided in Section 12.01, Step 1(C) above, the response will be automatically deemed a denial of the grievance on the sixth day and the time for appealing to Step 2 shall begin at that time.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## SECTION 13

### EMPLOYEE GRIEVANCE PROCEDURE NON- DISCIPLINARY MATTERS

#### 13.01 POLICY

It is the purpose of this grievance procedure to assure non-managerial employees that their non-disciplinary problems and complaints will be considered fairly, rapidly and without reprisal. It is expected that the procedures set forth below will encourage employees to discuss with their supervisors' matters pertaining to conditions of employment as they affect individual employees. In addition, free discussion between employees and supervisors will lead to better understanding of practices, policies, and procedures which affect employees. This will serve to identify and eliminate conditions which may cause misunderstandings and grievances.

#### 13.02 DEFINITION OF A GRIEVANCE

A grievance is a complaint about the misapplication or misinterpretation of these PRR or applicable departmental rules and regulations. Disciplinary matters shall not be considered under this Section but only under Section 12.

#### 13.03 PROCEDURE

- A. Step One: An employee shall present his complaint to his immediate supervisor within five (5) working days from the time of occurrence of the problem. The supervisor shall attempt to resolve the problem within three (3) working days after the complaint is made to him.
- B. Step Two: If the employee has not received an answer from the immediate supervisor within five (5) working days, or if the employee feels the answer received is not satisfactory, he will reduce to writing the facts and circumstances of the problem and present the written statement to his Department Head within five (5) working days after the supervisor's deadline in Step One. Assistance will be provided by the Human Resource Department if requested, including for those employees who cannot read or write or have a language problem. The Department Head will investigate the grievance and meet with the employee to discuss the grievance within five (5) working days.

Approved \_\_\_\_  
Replaces \_\_\_\_

The Department Head will notify the employee of his decision within five (5) days following the meeting date.

- C. Step Three: If the employee has not received an answer from the Department Head within five (5) working days, or if the employee feels the answer received is not satisfactory, he will reduce to writing the facts and circumstances of the problem and present the written statement to the City manager within five (5) working days after the Department Head's deadline in step Two. The City Manager shall investigate the grievance and meet with the employee and supervisors in an attempt to resolve the problem within ten (10) days after receipt of the employee's appeal. The City Manager's decision shall be final and binding.

The HR Department will provide assistance at any state of the grievance procedure, if requested.

No employee will be retaliated against in any way for filing a grievance unless it was filed in bad faith which means the employee filed a grievance knowing the facts, he asserts to support his claim are untrue.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 14**

### **HOURS OF WORK AND OVERTIME**

#### **14.01 HOURS OF WORK**

- A. The City shall establish the hours of work in accordance with the operational needs of the City.
- B. The Department Heads shall schedule the work as necessary to provide full service, but should attempt to avoid overtime work except where operationally necessary.
- C. Except for uniformed patrol officers in the Wauchula Police Department, employees shall be scheduled for an unpaid lunch break of not less than one-half (1/2) hour but not more than one (1) hour and a paid break before and after lunch, not to exceed fifteen (15) minutes each.

#### **14.02 REGULAR WORK WEEK OR PERIOD**

The regular work week shall be forty (40) hours in a seven (7) day period.

#### **14.03 OVERTIME**

- A. Non-exempt employees shall be paid or given comp time, at the City's discretion, a rate of one and one-half (1 1/2) their regular hourly rate after forty (40) hours in a seven (7) day work period. Police Department Non-exempt employees shall be paid or given comp time, at the City's discretion, a rate of one and one-half (1 1/2) their regular hourly rate after eighty (80) hours in a (14) day work period.
- B. There shall not be any duplication of overtime or premium pay.

#### **14.04 HOURS COUNTED**

Only hours of actual work time will be counted as hours worked for the purpose of determining eligibility for overtime with the exception of holiday time.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

#### **14.05 COMP TIME**

The maximum Comp Time allowed is two hundred forty (240) hours for all employees except sworn police officers and the maximum for them is up to four hundred eighty (480) hours. All overtime worked in excess of this cap will be paid at the employee's overtime rate. Overtime not paid shall be placed in the employee's Comp Time bank at one and one-half (1 1/2) times the overtime hours worked. When it is used or paid, it shall be charged to or paid from the employee's Comp Time bank hour for hour. Upon cessation of employment, employees shall be paid the unpaid Comp Time standing in their account at the rate set forth in 14.08.

#### **14.06 TIME OFF**

Employees shall take Comp Time off their Comp Time bank only after receiving permission from the Department Head, or his designee. Comp Time will be granted when requested by an employee as long as in the opinion of the Department Head it does not interfere with operational needs of the department.

#### **14.07 RECORDS**

The official record of earned Comp Time for all employees shall be maintained by the Human Resource Department.

#### **14.08 RATE OF PAY**

Employees will be compensated for Comp Time remaining on the books after termination or separation from the City at the wage rate they were making at the time their employment ceased.

#### **14.09 GUARANTEE**

The above sections do not guarantee or place a limitation on the number of hours to be worked in any one day or the number of days per week.

#### **14.10 ON CALL**

- A. Non-exempt employees who are placed on call shall be paid one (1) hour at one and one-half (1-1/2) their regular hourly rate for each day they are assigned to be on call.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

- B. Employees on call are free to go about their personal affairs but shall not consume alcohol while on call. They shall be available by land line or cell phone and must respond to the call-in person or by telephone as soon as possible but not later than twenty (20) minutes after the call is received. If responding by telephone, the employee shall report as directed.

#### **14.11 COMPENSATION FOR HOURS WORKED DURING A DECLARED STATE OF EMERGENCY**

- A. This policy applies to a City-wide state of emergency which has been expressly declared by the Mayor or in his/her absence the Mayor Pro Tem. This policy applies to all City employees (both exempt and non-exempt) except for the City Manager.
- B. Exempt employees that are directed and required to work in excess of forty-eight hours (48) in a work week during a City-wide state of emergency period and whose work pertains to the protection of life, or property or the effective operation of the City will be paid their regular straight-time base rate of pay for all hours worked. This shall include instances when assistance is provided to other municipalities/agencies during declared state of emergencies through mutual aid or part of a response team for the duration of the state of emergency. All determinations regarding hours worked, hours to be compensated, and applicable rate of pay shall be solely determined by the City and shall not be subject to grievance or appeal.
- C. Exempt employees that are required by the City to shelter on City property or at a location designated by the City (other than the employee's home or a location chosen by the employee) during the state of emergency will be compensated at their straight-time base rate of pay.
- D. Non-Exempt employees that are required to shelter on City property or at a location designated by the City (other than the employee's home or a location chosen by the employee) during the state of emergency will be compensated in accordance with the Fair Labor Standards Act for all hours worked.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

#### **14.12 SPECIAL EVENT PAY**

Whenever approved by the City Manager, a non-exempt employee who is assigned, or who volunteers, to work a City special event outside of the employee's normal work schedule will receive one and one-half their rate for working such hours. This special event pay does not apply to any employee whose normal job duties entails working such special events. This special event pay only applies where the employee is working in his or her capacity as, and is being paid as, a City employee; it does not apply to any special event where the individual is being paid for such work by a third-party (such as in the case of off duty special details being worked by law enforcement officers, or other similar arrangements).

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 15 HOLIDAYS**

### **15.01 DAYS OBSERVED**

- A. The City recognizes the twelve (12) holidays as enumerated below. The days such holidays shall be celebrated may be changed by the City Manager for operational reasons. Notice of a change will be given as far in advance as practicable.

| <b><u>Holiday</u></b>      | <b><u>Normal Day Celebrated</u></b> |
|----------------------------|-------------------------------------|
| 1. New Year's Day          | January 1                           |
| 2. Martin Luther King Day  | 3rd Monday in January               |
| 3. Presidents Day          | 3 <sup>rd</sup> Monday in February  |
| 4. Good Friday             | Friday before Easter                |
| 5. Memorial Day            | Last Monday in May                  |
| 6. Independence Day        | July 4                              |
| 7. Labor Day               | 1 <sup>st</sup> Monday in September |
| 8. Veteran's Day           | November 11                         |
| 9. Thanksgiving Day        | 4th Thursday in November            |
| 10. Day after Thanksgiving | 4th Friday in November              |
| 11. Christmas Eve          | December 24                         |
| 12. Christmas Day          | December 25                         |

- B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
- C. The City Manager may determine that any department or operation will be open for business on a holiday.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **15.02 WORK ON A HOLIDAY**

Employees who are required to work on a holiday shall receive time and one-half (1 1/2) or Comp Time for hours worked on the holiday at the discretion of the City, plus any holiday pay to which they are entitled.

## **15.03 ELIGIBILITY FOR HOLIDAY PAY**

To be eligible for holiday pay, the employee must work his scheduled work day or shift immediately preceding and after the holiday unless the absence is approved or excused by the Department Head.

## **15.04 HOLIDAY PAY**

Non-exempt regular full-time employees who meet the eligibility requirements shall be paid holiday pay at their straight time hourly rate based on their regular weekly schedule.

## **15.05 ABSENCE DUE TO SICKNESS**

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1) he notifies his Department Head at least one (1) hour before he is scheduled to report for work and (2) upon request, he presents evidence satisfactory to the Department Head, which may be a medical doctor's excuse, that his absence was due to a bona fide, unforeseen serious illness or injury. The employee who fails to follow this procedure will also be subject to immediate termination. The Department Head may excuse the first requirement if he is convinced that failure to notify as required was for a reason clearly beyond the employee's control.

## **15.06 HOLIDAY ON A LEAVE DAY**

- A. There shall be no scheduled leave taken on a holiday.
- B. If a holiday falls during a leave of absence without pay, the employee shall receive no holiday pay.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## SECTION 16

### VACATION/PERSONAL LEAVE DAY

#### 16.01 ELIGIBILITY AND RATE OF EARNING

- A. The City provides annual paid vacation time off work to eligible full-time employees to allow for rest, recreation and personal activities. Vacation entitlement is based upon service credit in accordance with the following schedule:

| <u>Length of Service</u>               | <u>Annual Vacation Entitlement</u> |
|--|------------------------------------|
| At least 6 months – Less than 1 year   | 1 week – 40 hours                  |
| At least 1 year – Less than 5 years    | 2 weeks – 80 hours                 |
| At least 5 years – Less than 10 years  | 3 weeks – 120 hours                |
| At least 10 years – Less than 15 years | 4 weeks – 160 hours                |
| 15 years and above                     | 5 weeks – 200 hours                |

- A. Vacation must be taken before December 31st, cashed in or carried over per section 16.01 (H) or it will be lost, unless the City Manager or his designee approves otherwise.
- B. Annual leave credits are accrued based on the schedule in paragraph A, calculated from the first day of continuous employment.
- C. Annual leave shall be recorded, charged, and paid in increments of quarter (1/4) hours.
- D. Employees become eligible for vacation upon completion of your ~~initial first~~ six (6) months ~~probationary period~~ of full-time continuous service credit. Thereafter, vacation entitlement will be determined on a calendar year basis. Additional weeks of vacation per year will be credited upon attainment of the 1st, 5th, 10th and 15th employment anniversaries according to the above schedule.
- E. The established vacation year is the calendar year, January 1st through December 31st of each year. On or before March 1st the Department Head

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

will post the vacation schedules for those who signed up, giving preference based on City seniority, **subject to operational needs**.

- F. Once the Department Head makes the assignments from the sign-up form, that vacation shall not be changed except for important operational reasons and shall not be subject to change by a later request by a more senior employee.
- G. After the assignments are made, subsequent vacation requests shall be made on a "first come, first served" basis subject to operational needs as determined by the Department Head.
- H. Full-time regular employees may carry over or cash in unused vacation subject to the guidelines listed below:

| <b>Vacation Entitlement</b> | <b>Maximum Carry Over</b> | <b>Maximum that can be Cashed In</b> |
|-----------------------------|---------------------------|--------------------------------------|
| 1 week (40 hours)           | None                      | None                                 |
| 2 weeks (80 hours)          | 1 week (40 hours)         | None                                 |
| 3 weeks (120 hours)         | 1 week (40 hours)         | 1 week (40 hours)                    |
| 4 weeks (160 hours)         | 2 week (80 hours)         | 2 weeks (80 hours)                   |
| 5 weeks (200 hours)         | 2 week (80 hours)         | 3 weeks (120 hours)                  |

**ALL ELIGIBLE EMPLOYEES MUST USE ONE (1) WEEK OF VACATION WITHIN A CALENDAR YEAR IN ORDER TO BE ELIGIBLE TO CASH IN OR CARRY OVER.**

#### **16.02 REQUEST FOR LEAVE**

- A. Annual leave may be taken only after approval by the appropriate Department Head.
- B. Annual leave may be used only as earned and will not be advanced.
- C. Vacation times should be requested as far in advance as possible but no less than five (5) working days in advance of the time requested.
- D. It will be the responsibility of the Department Head to find operational coverage for the department/duties of the employee who is requesting vacation leave. If the leave does not fall as specified by Section "C" and the leave is not deemed as an emergency, it is the responsibility of the employee to find coverage for the duties of which they are responsible.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

### **16.03 USE**

- A. Accrued vacation may be used in (1/4) hour increments at a time with prior approval of the Department Head.
- B. Unused but earned vacation may also be used in (1/4) hour increments to supplement leaves approved for sick leave, long-term disability provided by the City, if any, Worker's Compensation, funeral leave and leaves under the Family Medical Leave Act; providing the total compensation received from all sources by the employee shall be no more than forty (40) times the employees straight time hourly rate of pay.

### **16.04 RECORDING LEAVE**

The official record of annual and sick leave credits is maintained in the Human Resources Department. Each department shall receive an accounting of all leave earned, used, and total remaining balance upon request.

### **16.05 PAY OFF ON SEPARATION**

Employees who have more than one year of continuous service with the City shall be paid accrued but unused vacation pay upon cessation of their employment in the following circumstances;

A. Voluntary written resignation under circumstances where the city, in its sole discretion, deems the resignation to be in good standing and where the employee has provided at least a two weeks' notice in advance of his or her resignation. The City's determination as to whether the employee was in good standing at the time of resignation shall not be subject to the grievance procedure or reviewable in any other manner. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy.

- B. Layoff

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

- C. Retirement from City service, so long as the retirement occurred as a result of a voluntary resignation/separation deemed by the City to be in good standing as set forth above.
- D. Death during employment, in which case payment shall be made to the spouse or family.

Employees who are discharged for any other reason shall not be paid his or her accrued unused vacation leave, unless the City Manager or his designee, at his sole discretion, elects to permit it. Likewise, any vacation leave not eligible for payout pursuant to the terms of this section shall be deemed forfeited.

#### **16.06 Personal Leave Day**

- A. In addition to paid vacation time, full-time employees also receive one paid personal day per year. Employees must request advance approval to use their personal day from their Department Head. The paid personal day shall not count as hours worked for overtime compensation purposes. Paid personal days shall not carryover from year-to-year and any unused personal day will not be paid out on separation.
- B. Employees become eligible for personal leave day upon completion of your ~~initial~~ first six (6) months ~~probation period~~ of full-time continuous service credit.
- C. The paid personal day under this section shall be 8 hours for employees who are normally scheduled to work 8-hour shifts, and shall be 12 hours for employees who are normally scheduled to work 12-hour shifts.

Approved \_\_\_\_  
Replaces \_\_\_\_

## SECTION 17

### SICK AND FUNERAL LEAVE

#### 17.01 ELIGIBILITY

Regular full-time employees are eligible under paragraphs 17.02 and 17.03 for paid sick leave for absences due to sickness or injury, provided, upon request, they present evidence, including a medical doctor's excuse if requested, satisfactory to their Department Head to establish their absence was due to a bona fide sickness or injury. Sick leave may also be used for funeral leave as provided in 17.08 below.

#### 17.02 RATE OF EARNING AND ACCRUAL LIMITS

Regular full-time employees shall accrue eight (8) hours per month paid sick leave upon successful completion of their first six (6) months probation period of full-time continuous service credit. A completed month is any month the employee works, is on paid leave or military leave, or any combination of them, for all the employee's regularly scheduled hours of work. There is an accrual limit of 1040 sick leave hours that may be used for bona fide illness or injury.

#### 17.03 CHARGING LEAVE

- A. Sick leave taken shall be recorded, charged and paid in increments of quarter (1/4) hours.
- B. Paid holidays which occur during paid sick leave shall not be chargeable to sick leave.

#### 17.04 REQUEST FOR LEAVE

To be eligible to receive pay for sick or funeral leave, the employee shall notify his immediate supervisor or Department Head for approval as soon as possible.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

### **17.05 UNPAID MEDICAL LEAVES**

When paid sick leave and accrued annual leave is exhausted for absence due to bona fide sickness or injury, the employee may be given additional sick leave without pay for up to six (6) months.

### **17.06 RETURN FROM SICK LEAVE**

- A. At the option of the City, the employee may be required to supply medical release from a doctor acceptable to the City to return to work from a medical leave whether the leave was with or without pay.
1. An employee who is released from sick leave and who wishes to return to work shall notify the City. If the leave was less than thirty (30) days, the employee shall be placed in the job he held before the leave and there shall be no adjustment of his anniversary date, or City seniority or departmental seniority, or classification seniority.
  2. Subject to applicable law FMLA if the leave is longer than thirty (30) days but less than one hundred eighty (180) days, the employee will be given his job or a substantially equivalent job that is vacant if he is qualified to perform all the essential requirements of the vacant job. If the absence was due to a legally-recognized disability, reasonable accommodation that will not cause undue hardship to the City will be offered. Adjustments of his anniversary date, seniority and classification seniority dates shall be as provided in other unpaid leaves under Section 9.
  3. The Department Head may make exceptions to the above for operational reasons upon the request of the employee.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

### **17.07 USE**

- A. Paid sick leave may be used in increments of one quarter (1/4) hour provided it is approved for the following purposes:
1. Bona fide sickness or injury off the job.
  2. Medical, dental, optical or chiropractic examination or treatment which cannot be scheduled during non-duty hours.
  3. Medical needs of a member of the employee's immediate family which requires the personal care or attention of the employee, or the death of a member of the employee's immediate family. Immediate family includes any of the following: spouse, parent, child, sister, brother, grandparent, mother/father-in-law, spouse's immediate family, other relative who is a member of the employee's household.
  4. Funeral leave.
  5. An unpaid leave under the FMLA.
- B. Use of sick leave for any purpose not specified above may be considered misconduct and may be grounds for disciplinary action.

### **17.08 EXTRAORDINARY CIRCUMSTANCES-DONATION OF SICK TIME**

Sick leave may be donated from employee to employee for a documented serious health condition including catastrophic, non-work related extended medical problem, which may include FMLA leave, with the following conditions.

- A. The employee receiving the donation has exhausted all other paid leave. However, employees who have a history of exhausting their sick time as they have accrued it are not eligible to receive donations.
- B. The donation will not reduce the donating employee's sick leave time below 100 hours.
- C. A maximum of 160 hours per occurrence may be donated/received within the calendar year. The City Manager may extend the maximum number of hours beyond 160 hours, if the circumstances warrant such consideration.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **17.09 USE AS A SUPPLEMENT**

Sick leave may be used to supplement long-term disability provided by the City, if any, or leave due to an on-the-job injury but capped at forty (40) times the employees straight time rate of pay for all compensation received.

## **17.10 PAY OFF ON SEPARATION**

An employee hired before January 1, 2012 OR who has completed 15 years of continuous service with the City is entitled to be paid for 50% of accrued but unused sick leave capped at 520 hours.

- A. Voluntary written resignation under circumstances where the city, in its sole discretion, deems the resignation to be in good standing and where the employee has provided at least a two weeks' notice in advance of his or her resignation. The City's determination as to whether the employee was in good standing at the time of resignation shall not be subject to the grievance procedure or reviewable in any other manner. Illustrative circumstances where the employee will not be deemed to have resigned in good standing include, but are not limited to circumstances where the employee resigned in lieu of discipline, while pending an investigation or other inquiry, after having been recently disciplined, after having received an evaluation which rated the employee less than "above satisfactory" on his or her most recent evaluation, and under any other circumstances where the City determines the employee's employment status to be in jeopardy.
- B. Layoff
- C. Retirement from City service, so long as the retirement occurred as a result of a voluntary resignation/separation deemed by the City to be in good standing as set forth above.
- D. Death during employment, in which case payment shall be made to the spouse or family.

Approved \_\_\_\_  
Replaces \_\_\_\_

Employees who are discharged for any other reason shall not be paid for any of his or her accrued unused sick leave, unless the City Manager or his designee, at his sole discretion, elects to permit it. Likewise, any unused sick leave not eligible for payout pursuant to the terms of this section shall be deemed forfeited.

### **17.11 LIGHT DUTY**

If an employee is released by their physician for "light duty" return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment the employee is capable of performing in accordance with applicable law will result in termination of employment, unless the employee is entitled to take leave under the FMLA

### **17.12 FUNERAL LEAVE**

- A. Approved funeral leave in the event of the death of a member of the employee's immediate family (as defined in Section 17.07(A)(4)) will be granted as provided below for up to three (3) working days and up to five (5) working days for funerals that take place out of state.
- B. The employee may be required to provide the City with proof of death in the immediate family, as defined, before compensation is approved.
- C. If in the opinion of the City, additional days off are necessary to attend the funeral of a member of the immediate family, accrued annual leave may be used or the employee may be given additional time off without pay. If the employee wishes to attend the funeral of someone outside his immediate family, the employee may be allowed time off without pay but only if the City determines the absence will not affect operations.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 18**

### **FAMILY MEDICAL LEAVE POLICY**

#### **18.01 POLICY**

Employees who have worked for the City of Wauchula for at least twelve (12) months and at least 1,250 hours during the preceding twelve (12) months may:

- A. Take up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the following reasons:
1. The birth of the employee's child and to care for the newborn child;
  2. The placement of a child with an employee for adoption or foster care;
  3. In order to care for the employee's spouse, child or parent who has a serious health condition;
  4. Because of a serious health condition which renders the employee unable to perform the essential functions of the employee's position;
  5. Because of a qualifying exigency (as defined below) arising out of the fact that the employee's spouse, child (of any age) or parent is a regular, retired or reservist member of the military on active duty deployed to a foreign country or has been notified of an impending call or order to such active duty.
- B. Take up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period in order to care for the employee's spouse, child (of any age), parent or next of kin who is either
1. A military service member (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, or who is in outpatient status, or who is otherwise on the temporary disability retired list, for a serious injury or illness or.
  2. A veteran military service member who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a military service member (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date

Approved \_\_\_\_  
Replaces \_\_\_\_

on which the veteran undergoes medical treatment, recuperation, or therapy.

## 18.02 DEFINITIONS

The following definitions apply for purposes of Section 18:

- A. **Serious Health Condition** -- A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., the inability to work, attend school or perform other regular daily activities), or any subsequent treatment in connection with the inpatient care; or (2) continuing treatment by health care provider, as defined by the FMLA and the pertinent regulations.
- B. **Serious injury or illness** – In the case of a member of the Armed Forces, an injury or illness incurred or aggravated in the line of duty on active duty that may render the member medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a veteran who was a member of the Armed Forces at any time during the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy, a "serious injury or illness" means an injury or illness incurred or aggravated in the line of duty on active duty in the Armed Forces and that manifested itself before or after the member became a veteran.
- C. **Child** – Except as otherwise noted in this policy, "child" means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis (in the place of a parent) and who is either under the age of eighteen (18) or, if older than the age of eighteen (18), is incapable of self-care because of a mental or physical disability.
- D. **Parent** – Parent means a biological, adoptive, step or foster parent, or any other individual who stood in loco parentis (in the place of a parent) to the employee when the employee was a child. Parent does not include parents "in law."
- E. **Next of Kin** – The "next of kin" of a military service member means the nearest blood relative other than the service member's spouse, parent or child, in the

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

following order of priority (unless the service member has specifically designated in writing another blood relative as his nearest blood relative for purposes of military caregiver): (1) blood relatives who have been granted legal custody of the service member, (2) brothers and sisters, (3) grandparents, (4) aunts and uncles and (5) first cousins.

- F. Qualifying exigency –A “qualifying exigency” includes leave taken for any of the following reasons : (1) to address any issue resulting from an impending call to active duty deployment on less than seven days’ notice, (2) to attend military events and related activities (such as a military ceremony, briefing, family support program, etc.), (3) to make arrangements relating to childcare and school activities, (4) to make financial and legal arrangements, (5) to attend counseling, (6) to spend time with a covered military member who is on a short-term, temporary rest and recuperation leave during the period of deployment, (7) to attend post-deployment activities (such as a military ceremony, event, reintegration briefing, etc.), and (8) any other exigency agreed upon by the City and employee.

### **18.03 MEASURING THE TWELVE-MONTH PERIOD AND COUNTING FMLA LEAVE**

- A. For leave taken for any of the reasons listed in Section 18.01(A), the twelve (12) month period in which eligible employees may take twelve (12) weeks of leave will be calculated using a “rolling” twelve-month period measured backward from the date an employee uses any FMLA leave. In this respect, whenever a need for FMLA leave arises, the amount of FMLA that an employee would be entitled to use is measured by counting how much FMLA leave the employee has used during the prior twelve months. If during that prior twelve-month period the employee has already used 12 weeks of FMLA leave, the leave is exhausted. If the employee has not used twelve weeks of FMLA leave during the prior twelve-month period, he or she is entitled to the balance of the twelve weeks that has not been used.
- B. For leave taken for the reason listed in Section 18.01(B), the single twelve (12) month period for calculating leave needed to care for a military service member begins when the employee first starts taking leave for that reason and ends twelve (12) months after that date. Leave under Section 18.01(B) may not exceed twenty-six (26) weeks in any single twelve (12) month period when combined with other FMLA-qualifying leave under any section of this policy.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

- C. For leave taken for the birth of a child or placement of a child for adoption or foster care, the entitlement to leave under this policy expires twelve (12) months from the date of the child's birth or placement.
- D. If both parents work for the City, their combined leave shall not exceed twelve (12) weeks in a twelve (12) month period for leave taken for the birth of the employee's child, to care for the child after birth, for the placement of a child with the employee for adoption or foster care, or to care for the employee's parent with a serious health condition.
- E. If both parents work for the City, their combined leave shall not exceed twenty-six (26) weeks of leave during the single twelve (12) month period described in section 18.01(B) above for leave taken for the birth of the employee's child, to care for the child after birth, for the placement of a child with the employee for adoption or foster care, to care for the employee's parent with a serious health condition, or to care for a service member with a serious injury or illness.
- F. To the extent allowed by law, in the event an absence is for a reason covered by this policy, the City reserves the right to count it as FMLA leave whether the employee has requested FMLA leave or not. Leaves covered by workers' compensation and/or a disability plan will also be counted as FMLA leave to the extent the leave qualifies under this policy.

#### **18.04 INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE BASIS**

- A. In the case of leave based upon a serious health condition or a service member's serious injury or illness, leave may be taken intermittently or on a reduced schedule basis, but only if such leave is medically necessary and the medical need can be best accommodated by intermittent leave or a reduced schedule. If intermittent leave or leave on a reduced hours basis is required for planned medical treatment, the employee is required to make reasonable efforts to schedule the treatment so as not to unduly disrupt the City's operations.
- B. In the case of leave for the birth or placement of a child in adoption or foster care, FMLA leave must generally be taken in a continuous block. Intermittent leave or working a reduced schedule is not permitted unless the City, in its sole discretion, elects to allow it.
- C. In the case of leave based upon a qualifying exigency, leave may be taken intermittently or on a reduced schedule basis.

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

- D. In the case of unpaid leave for a serious health condition, the leave may be taken intermittently or on a reduced-hours basis only if such leave is medically necessary. If intermittent or reduced hours leave is required, the City of Wauchula may in its sole discretion temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

#### **18.05 EMPLOYEE AND EMPLOYER NOTICE AND CERTIFICATION REQUIREMENTS**

- A. For leave that is foreseeable, the employee must provide the City with notice as soon as the need for leave is known and, in any event no less than thirty (30) days' advance notice. If the need for leave is not foreseeable, the employee is required to provide the City with as much notice as is practicable once the need for leave becomes known. Requests for leave should be on approved forms, which are available from the human resources department.
- B. After being notified of the employee's need for FMLA-qualifying leave or whenever the City becomes aware that an employee's leave of absence may qualify under the FMLA, the City will determine if the employee is an "eligible employee" under the terms of this policy and the FMLA and will also advise the employee of any rights and responsibilities. Though not required, the City will endeavor to use the model Notice of Eligibility and Rights and Responsibilities form for such purposes (i.e., Form WH-381, available online at <https://www.dol.gov/whd/fmla/forms.htm>).
- C. The City will require that leave based upon a serious health condition, or a service member's serious injury or illness, be supported by a medical certification from a health care provider. The City will require that medical certification be submitted showing that a request for intermittent leave or leave on a reduced schedule basis is medically necessary. Generally, the employee will be afforded no less than 15 days to have the certification form completed and submitted. Though not required, the City will endeavor to use the appropriate model medical certification form where appropriate (i.e., Form WH-380-E, WH-380-F, WH-385, WH-385-V, available online at <https://www.dol.gov/whd/fmla/forms.htm>). In accordance with applicable regulations, the City may request, at the City's expense, a second opinion from a health care provider of the City's choice (as well as a third opinion if the second opinion conflicts with the first opinion).

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

- D. Once any required certifications forms are submitted or the City otherwise obtains the necessary information to determine if the employee's need for leave qualifies as an FMLA-qualifying reason, the City will designate the leave accordingly and advise the employee of the designation. Notably, all leave which qualifies as FMLA leave will be designated as FMLA leave, including whenever the employee is on leave for workers' compensation, disability, and sick leave. Though not required, the City will endeavor to use the appropriate model Designation Notice for this purpose (i.e., Form WH-382, available online at <https://www.dol.gov/whd/fmla/forms.htm>).
- E. The City may require subsequent medical recertification of an ongoing condition from the employee's health care provider every six (6) months in conjunction with an absence, or more often to the extent permitted by applicable law (though ordinarily not more than every thirty days). No second or third opinion will be required for recertification.
- F. The City will require that leave based upon a qualifying exigency also be supported by a certification and supporting documentation, including a copy of the military member's active-duty orders or other similar documentation. Though not required, the Company will endeavor to use the appropriate model qualifying exigency certification form where appropriate (i.e., Form WH-384, available online at <https://www.dol.gov/whd/fmla/forms.htm>).
- G. Certification forms to be completed under this section are available from the human resources department. If an employee's certification or recertification is deemed by the City to be incomplete, the City will notify the employee of the deficiency and the employee will be provided seven (7) days to cure the deficiency. A failure to complete the certification may result in the denial of leave for the period of time until the completed certification is submitted.
- H. During leaves under this policy, the employee must periodically report on their medical status and intent to return to work. Upon taking such leave, the employee will be advised of the reporting requirements. When the employee gives unequivocal notice of his or her intent not to return to work, the employment relationship will be terminated, and the employee's entitlement to continue leave, maintenance of health benefits, and reemployment will cease.
- I. For leave taken because of the employee's own serious health condition, the employee is required to furnish a medical certification from his or her health care provider advising that the employee is able to safely resume performing

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

the essential functions of his or her position before the employee will be allowed to return to work.

## **18.06 HEALTH INSURANCE PREMIUMS**

- A. During family leaves of absence, the City of Wauchula will continue to pay its portion of the health insurance premiums and maintain the employee's coverage under the health plan in the same manner as if the employee had been continuously employed during the entire leave period; provided the employee continues to pay his or her share of the premiums.
- B. Should the employee fail to continue to pay his or her share of the premium, notices of proposed insurance cancellation and the opportunity to pay the premium as required by the FMLA will be provided before the cancellation.
- C. The employee will be advised in advance of any changes in premiums so he or she will have ample opportunity to make arrangements to continue to pay his or her share of the premiums during the FMLA leave.
- D. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City of Wauchula for the City's portion of health insurance premiums during the family leave, unless the employee does not return due to a serious health condition which prevents the employee from performing his or her job or circumstances beyond the control of the employee. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

## **18.07 ACCRUAL**

During leave, the FMLA does not require accrual of employment benefits, such as vacation pay, sick days, seniority, etc. Accordingly, during unpaid FMLA leave, accrual of benefits and seniority shall be on the same basis as for any other unpaid leave of absence. Pension benefits will be determined in accordance with DOL rules. Employment benefits to which an employee may be entitled on the day on which the Family and Medical Leave of absence begins will not be lost because of such leave, except for those paid leave days substituted for leave taken under this policy as described below. Upon return from FMLA leave, employees are entitled to any changes in benefit plans not dependent upon seniority or accrual during the leave period.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

### **18.08 RELATIONSHIP TO PAID LEAVE**

- A. For unpaid leaves under this policy, the City will require employees to substitute any accrued paid leave (including vacation, sick, personal leave, etc.) that he or she may have. This means that the employee's FMLA leave under this policy will run concurrently with the use of any accrued paid leave. The employee will be notified of the designation when the leave begins.
- B. Where the leave is not unpaid but the employee is receiving partial pay (such as when the employee is on a workers' compensation leave or a leave of absence under a disability plan), the employee's accrued paid leave may be used to supplement the employee's pay to bring him or her up to his or her full salary, but only to the extent that both the City and the employee agree.
- C. To the extent the City of Wauchula does not provide paid sick/medical leave for a condition covered by the FMLA, neither this policy nor the FMLA entitles the employees to paid leave.

### **18.09 RETURN FROM FMLA LEAVE**

With the exception of certain key employees, employees who return to work from FMLA leave within or on the business day following the expiration of the leave are entitled to return to their job or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Designation of key employee status and whether such status will affect the employee's right to reinstatement will be made at the time the employee requests leave, or at the commencement of leave, whichever is earlier, or as soon as practicable thereafter if such determination cannot be made at that time.

As noted above, for leave taken because of the employee's own serious health condition, the employee is required to furnish a return-to-work medical certification prior to returning to work.

### **18.10 FAILURE TO COOPERATE**

Employees who fail to provide information the City of Wauchula is allowed by law to require the employee to provide may have their leave delayed and be subject to discipline up to and including discharge as permitted by law.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 19**

### **COURT/WITNESS LEAVE**

#### **19.01 WITNESS LEAVE FOR THE CITY**

Employees who appear as witnesses on behalf of the City in any judicial or administrative proceeding or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

#### **19.02 OTHER COURT-RELATED LEAVE**

Those employees who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay.

#### **19.03 JURY DUTY LEAVE**

The City considers it a civic duty to serve on a jury if you are summoned and supports your participation in the process.

- A. You are required to bring the Summons Notice to your supervisor on the first working day following the receipt of the notice.
- B. All full-time and part-time employees called upon to serve on a municipal, county, federal, or grand jury, or to be examined as a juror, are eligible for compensation at their regular rate of pay capped at eight (8) hours per day minus pay received from the Court for jury duty. A completed, authorized Request for leave Form and verification must be submitted with the Payroll Report for pay period affected.
- C. Employees are required to report off work daily. If and when released from the court the employee is required to report for work if two (2) or more hours remain on your shift.
- D. In order for an employee to be compensated at their regular rates of pay, the employee must provide evidence satisfactory to the HR Department of the pay received from the Court.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

**19.04 RETURN TO WORK**

Employees who attend court on any other legal proceeding for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 20**

### **GENERAL LEAVE WITH/WITHOUT PAY**

#### **20.01 GENERAL LEAVE WITHOUT PAY**

Except as required by applicable law, the decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. All accrued vacation leave and comp time shall be exhausted before leave without pay (LWOP) is approved. For leave without pay requested due to sickness or a medical issue, all accrued sick leave must also be exhausted before LWOP is approved. Accrued sick leave shall not be used for LWOP if the reason for the LWOP is not due to sickness or a medical issue. It shall be the responsibility of each department head to weigh each case on its own merits. Leaves without pay that exceed forty (40) hours in a 12-month period shall require City Manager approval.

#### **20.02 EXTENSION**

Employees on leave shall report for duty at the end of the leave unless they have obtained a written extension from their department head or have been notified not to return.

#### **20.03 RETURN TO WORK**

- A. An employee who is on approved non-medical or non-FMLA leave without pay for less than ten (10) working days shall be returned to his former position.
- B. When the leave is more than ten (10) but less than sixty (60) working days without pay the employee shall be returned to his former position or another position for which, in the opinion of the Department Head, he is qualified to perform all of the duties, if one is vacant, otherwise, he shall be laid off.

#### **20.04 ANNIVERSARY DATE, CITY AND CLASSIFICATION SENIORITY**

- A. Employees returning from a non-medical unpaid leave of thirty (30) working days or less shall retain their anniversary date, City, departmental and classification seniority dates.
- B. Employees returning from longer unpaid leave will not lose seniority but the time they are out beyond thirty (30) days will not be counted for benefit calculation

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

#### **20.05 OTHER EMPLOYMENT**

Employees on leave without pay of any kind, including unpaid medical leave, shall not accept employment elsewhere.

#### **20.06 ACCRUAL OF SICK AND VACATION LEAVE**

No paid sick or vacation leave will be earned while on any unpaid leave, including non-medical leave of more than ten (10) working days in a month.

#### **20.07 CONFERENCE LEAVE**

When deemed in the best interest of the City, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's service to the City. All such leave and travel expenses will be subject to the approval of the Department Head in accordance with State law.

#### **20.08 ADMINISTRATIVE LEAVE**

Administrative and supervisory personnel who do not earn or accrue overtime may be granted reasonable time off without loss of pay, to conduct personal business which cannot be conducted during off-duty time upon approval of the City Manager.

#### **20.09 MILITARY LEAVE**

Employees ordered to annual military training as a member of any of the U.S. Armed Forces Reserves or National Guard, will be granted up to 240 working hours of leave without loss of pay in a calendar year. Leaves for annual military training in excess of 240 working hours in a calendar year will be without pay.

For employees ordered to perform active military service, the first 30 days of such leave will be without loss of pay. Leaves for active military service in excess of 30 days will be without pay. Re-employment by the City following a period of active military service will be granted in accordance with applicable law.

Employees are required to provide as much advanced notice as possible of the need for military leave unless giving notice is impossible or precluded by military necessity.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **20.10 EFFECT OF LEAVES ON INSURANCE COVERAGE**

### **A. Compensable Leave**

The City shall continue the employee's group life and AD&D during compensable leave of absence at no additional cost to the employee.

### **B. Non-Compensable Leave**

Subject to the Family Medical Leave Act and subparagraph (A) above, if an employee is on an unpaid leave of any type, including medical leave, he shall be responsible to pay the premium for group life and AD&D insurance beginning the month after the month in which the leave began. The employee shall be entitled to continue coverage for the period of the approved leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## ***SECTION 21***

### **EQUAL EMPLOYMENT OPPORTUNITY & PROHIBITION OF INAPPROPRIATE, DISCRIMINATION, HARASSMENT, AND RETALIATION POLICY**

#### **21.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROHIBITION OF INAPPROPRIATE DISCRIMINATION**

The City is an Equal Opportunity Employer. It is the policy of the City to administer its employment decisions without regard to race, color, creed, religion, national origin, ethnicity, age sex/gender, pregnancy, sexual orientation genetic information, marital status, veteran status or disability. This policy applies to all employment decisions and personnel actions including, but not limited to, recruitment, screening, selection, hiring, training and development, determinations of pay and benefits, evaluation, scheduling, job assignments, promotion, transfer, demotion, layoff, discipline and dismissal.

#### **21.02 REASONABLE ACCOMMODATION OF DISABILITIES**

To the extent required by applicable law, the City will provide reasonable accommodations upon request to otherwise qualified individuals with a legally-cognizable disability, to the extent that the reasonable accommodation does not constitute an undue hardship to the City or pose a direct threat of substantial harm to the health or safety of the individual or anyone else. Individuals who believe they need a reasonable accommodation should submit a request to Human Resources. The City reserves the right to request medical or other supporting documentation to the extent permitted by applicable law.

#### **21.03 PROHIBITION OF INAPPROPRIATE HARASSMENT**

The City is committed to maintaining a work environment free of harassment based upon race, color, creed, religion, national origin, ethnicity, age, sex (including gender), pregnancy, sexual orientation, marital status, genetic information, veteran status or disability. The City will not tolerate the inappropriate harassment of any of its employees or any other individual who does business with the City. It is the affirmative responsibility of all personnel for maintaining a workplace that is free from harassment and intimidation.

The City is committed to promptly and thoroughly investigating all complaints of harassment

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

as set forth in this policy. If, after a thorough investigation, it is determined that inappropriate harassment has occurred in violation of this policy, immediate and appropriate disciplinary action, up to potential discharge, will be taken to promptly end the harassment. Appropriate follow-up steps will also be taken where necessary to ensure that the harassment ceases and does not re-occur.

Improper harassment includes harassment on the basis of one's sex. Prohibited forms of sexual harassment includes, but is not limited to, offensive sexual advances, requests for sexual favors, unwelcome sexual propositions; sexual innuendo; sexually suggestive remarks; vulgar or sexually explicit comments, gestures, noises or conduct; sexually-oriented kidding, teasing or practical jokes; physical contact of a sexual nature such as brushing against another's body, pinching, grabbing, rubbing, hugging, poking or patting; publication or display of documents, objects, text, pictures, or graphics in the workplace that contain material that is of a sexual nature; and using the computer or other electronic equipment to access any content that contains material of a sexual nature.

In addition to inappropriate sexual harassment, the City also prohibits harassment on the basis of race, color, creed, religion, national origin, ethnicity, age, gender, pregnancy, sexual orientation, genetic information, marital status, veteran status or disability. Any verbal or physical conduct of an offensive or harassing nature and which is based upon or directed toward any individual based upon any of these characteristics will not be tolerated. Such prohibited conduct includes, but is not limited to:

- i. Derogatory, critical, offensive or uncomplimentary jokes, comments, displays, posters, other written materials based upon another's race, color, creed, religion, national origin, ethnicity, age, gender, pregnancy, sexual orientation, genetic information, marital status, veteran status or disability.
- ii. Any physical conduct taken against another individual because of his or her race, color, creed, religion, national origin, ethnicity, age, gender, pregnancy, sexual orientation, genetic information, marital status, veteran status or disability.
- iii. Teasing or making fun of another individual's ethnicity, accent, cultural or religious beliefs, mental or physical disabilities or medical limitations and other similar characteristics

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **21.04 REPORTING OR MAKING COMPLAINTS**

All personnel are responsible for ensuring compliance with this City's Policy prohibiting discrimination, harassment, and retaliation, and for otherwise maintaining a workplace that is free of such impermissible discrimination, harassment and retaliation. Any employee who experiences or witnesses impermissible discrimination, harassment or retaliation has an affirmative obligation to report it to either his or her immediate supervisor, any Department Head, the Human Resources Department, or the City Manager. Employees who witness impermissible discrimination, harassment or retaliation and fail to report it are subject to disciplinary action, up to and including dismissal.

Employees are not expected to report complaints to the person they believe is harassing them or discriminating or retaliating against them. However, in such cases, employees are expected to report the harassment to another employee identified above.

Upon receiving a complaint of impermissible discrimination, harassment or retaliation, the City will promptly investigate the allegation and take any action deemed appropriate based upon the results of the inquiry. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. The investigation may also entail reviewing pertinent documents, e-mail communications, pictures and/or any other relevant physical evidence. All investigations will be conducted in a fair and impartial manner.

- A. Any employee found to have violated this policy will be subject to disciplinary action, up to and including dismissal. The City may also require remedial training concerning its policies and procedures relating to prohibited discrimination, harassment and retaliation, and may take any other measure determined to be necessary for the effective enforcement of this policy.

## **21.05 PROHIBITION AGAINST RETALIATION**

Any individual who files a complaint under this policy or who participates in an investigation will be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or participating in an investigation. An employee who believes he or she has been subjected to retaliation on the basis of having filed a complaint or having participated in an investigation, must immediately report it pursuant to the complaint process outlined above. Any employee determined to have retaliated against another individual in violation of this policy will be subject to disciplinary action, up to and including dismissal.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 22**

### **EMPLOYEE HEALTH AND INSURANCE**

#### **22.01 GROUP MEDICAL, DENTAL AND VISION INSURANCE**

The City makes available to all full-time employees' group medical, dental and vision insurance after a certain number of days of employment as follows:

- A. Participation is voluntary.
- B. For those employees who elect to participate, the City pays a flat amount per month for single coverage and a different amount for family coverage, provided the employee pays his share of the premium, if any.
- C. The current employee contribution rates are available from the Human Resource Department as are the various options as to coverage and types of insurance available.
- D. A booklet explaining the plans, contributions, and how and where to file claims is also available through the HR Department.

#### **22.02 SUPPLEMENTAL INSURANCE**

The City has an IRS-approved cafeteria plan by which eligible employees may purchase intensive care, cancer, life, death and disability and other types of insurance through payroll deduction with before-tax dollars. Contact the HR Department for details.

#### **22.03 RETIREES MEDICAL INSURANCE**

- A. Employees hired after January 1, 1999, and their eligible dependents, will be entitled to continue to participate in any City insurance plan upon retirement but at their own expense.
- B. Employees hired prior to January 1, 1999, are entitled to continue to participate in the group medical insurance plan upon retirement at the City's expense until becoming eligible for Medicare, and their eligible dependents may continue to participate at the employee's own expense. Once becoming eligible for Medicare, such retirees and their eligible dependents may continue to participate in the City's medical insurance, but at his or her own expense.

Approved \_\_\_\_  
Replaces \_\_\_\_

- C. The City reserves the right to eliminate retiree, retiree's spouse's and dependent's eligibility to participate in City-sponsored insurance plans, including Medical and Health Insurance or to modify the conditions under which they are eligible to participate.

**22.04 LONG-TERM DISABILITY INSURANCE**

In the event the City decides to provide Long Term Disability Insurance, employees who are eligible will be provided a summary of the benefits and the conditions for receipt of same.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

## **SECTION 23**

### **PENSION**

#### **23.01 GENERAL PROVISIONS**

The City maintains a defined benefit pension plan for full-time employees who meet the eligibility requirements. The contributions to the Plan are made by the City and the eligible employees.

All eligible employees will be provided a copy of the Summary Plan Description. All eligible employees may review a copy of the full text of the Plan upon request made to the Human Resource Department. Some of the more important points of the current Plan are described in Section 23.02 below; however, in the event of any inconsistency in that description and the actual Plan, the actual Plan shall prevail.

#### **23.02 GENERAL DESCRIPTION OF THE PLAN**

A. The City's-defined benefit plan currently includes:

1. Employee contributes ten percent (10%).
2. Employee must remain in full-time employment with the City of Wauchula for a period of not less than six (6) continuous years in order to be vested in the pension plan.
3. Employee must be at least fifty (50) years of age before receiving any portions of his/her retirement benefits.
4. Participants in the City of Wauchula's pension plan must receive his/her full benefits in one of three options:
  - (a) Lump sum distribution based on actuarial computations.
  - (b) Monthly allocation of an annuity payment based on actuarial computations.

Approved \_\_\_\_\_

Replaces \_\_\_\_\_

(c) In service distribution based on actuarial computations refer to Article VII (a) (6) (A) & (B) of the City of Wauchula Pension Plan Third Amendment and Restatement.

5. The City of Wauchula reserves the right to modify this plan at any time, in accordance with applicable ordinances and statutes.

- A. Copies of the Plan are available at the HR Department. To the extent there is any inconsistency between the PRR and the actual Plan itself, the Plan shall prevail.
- B. The City reserves the right to revise, modify or eliminate the Defined Benefit Plan, including, but not limited to contribution level, employee eligibility, the multiplier and all other and benefits and conditions of participation as and when it determines it is in the best interest of the City to do so. Employees and beneficiaries will be notified in writing of any changes.

Approved \_\_\_\_  
Replaces \_\_\_\_

## SECTION 24

### **Drug-Free Workplace and Alcohol Policy**

#### **24.01 - GENERAL POLICY**

The City's Drug-Free Workplace Policy is aimed at ensuring zero tolerance to illegal drugs at all times and its alcohol-free policy to zero tolerance under circumstances that affect or might affect the safety and wellbeing of employees, citizens and others, or that adversely affect or might affect the effective operation of City operations. This policy has been implemented in accordance with sections 440.101 and 440.102 of the Florida Statutes.

#### **24.02 - PROHIBITIONS**

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws. Please be advised that marijuana, even if prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the City strictly prohibits the use of marijuana for any purpose.
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle; while operating a piece of City equipment; or while being transported in City vehicles at any time. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise using alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the City.

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

### 24.03 - DEFINITIONS

A. Mandatory Testing Position. Mandatory testing position shall mean a job assignment that requires the employee to:

1. Carry a firearm;
2. Work closely with an employee who carries a firearm;
3. Perform life-threatening procedures;
4. Work with heavy or dangerous machinery;
5. Work as a safety inspector;
6. Work with children;
7. Work with detainees in the correctional system;
8. Work with confidential information or documents pertaining to criminal investigations;
9. Work with controlled substances;
10. Undergo an employee security background check pursuant to section 110.1127 of the Florida Statutes;
11. Perform job assignments in which a momentary lapse in attention could result in injury or death to another person; or,
12. Perform safety-sensitive job duties and responsibilities.

B. Special Risk Position. **Special risk position shall mean a position that is required to be filled by a person who is certified under:**

1. Chapter 633 of the Florida Statutes (Fire Prevention and Control); or,
2. Chapter 943 of the Florida Statutes (Law Enforcement).

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

#### **24.04 -LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS**

The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non-prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner.

#### **24.05 - DRUG AND ALCOHOL TESTING**

- A. Job Applicant Testing. Applicants for employment in special-risk and/or mandatory testing positions are subject to pre-employment drug and alcohol test as a prerequisite to employment with the City.
- B. Routine Fitness-for-Duty Testing. Employees may be required to submit to drug and alcohol testing as part of any routinely scheduled employee fitness-for-duty medical examinations.
- C. Follow-up Testing. Employees who enter into an employee assistance program or any similar rehabilitation program will be subject to drug and alcohol testing as a follow-up to such program. Follow-up testing will be conducted without advanced notice and at least once per year for a period of no less than two years.
- D. Reasonable Suspicion Testing. An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion shall be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:
  - 1. Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
  - 2. Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

3. A report of drug use, provided by a reliable source;
4. Evidence that an individual has tampered with a drug test during his or her employment with the City;
5. Information that an employee has caused or contributed to an accident or injury while at work;
6. Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
7. Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

Supervisors who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

- E. Random and/or Suspicionless Testing. Employees who hold special risk or mandatory testing positions are subject to drug and alcohol testing on either a random or a suspicionless basis.
- F. Other Lawful Testing. The City reserves the right to conduct any other type of lawful drug or alcohol testing.

#### **24.06 - DRUGS TESTED FOR AND COMMON MEDICATIONS THAT MAY AFFECT RESULTS**

- A. Drugs Tested For. Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

- Alcohol (including a distilled spirit, wine, malt beverage or other intoxicating liquor)
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids (marijuana)
- Cocaine
- Methadone
- Methaqualone

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

- Opiates (heroin, morphine, codeine)
- Phencyclidine (PCP)
- Propoxyphene
- Any other hallucinogen, synthetic narcotic, designer drug or a metabolite of any of the substances listed above

B. Common Medications Which Could Alter or Affect Test Results. Certain prescription and non-prescription medications may alter or affect a drug or alcohol test. Employees and applicants that are subject to testing are obligated to report any prescription or non-prescription medication which could alter or affect test results to the independent Medical Review Officer (“MRO”). The MRO is Dr. Terrence Delikat , who can be reached at 130 E Main St Ste C-1, Bartow Florida 33830 and 863-533-7484 . Employees and applicants subject to testing have the right to confidentially consult with the MRO for additional or technical information regarding medications which may alter or affect test results. The most common medications which may alter or affect a test include, but are not limited to:

| <u>Drug</u>   | <u>Medication Which May Alter or Affect Test</u>   |
|---------------|--|
| Alcohol       | Liquid medications containing ethyl alcohol (ethanol). For example, many cough syrups, Vicks Nyquil, Comtrex, Listerine contain alcohol  |
| Cannabinoids  | Marinol (Dronabinol, Tetrahydrocannabinol (THC))   |
| Amphetamines  | Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastine  |
| Cocaine       | Cocaine HCl topical solution (Roxanne)   |
| Phencyclidine | Not legal by prescription  |
| Methaqualone  | Not legal by prescription  |
| Opiates       | Paregoric, Parepectolin, Donnagel PG, Morphine, Pectoral Syrup, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphone), M-S Contin and Roxanol (morphine sulfate), |

Approved \_\_\_\_  
Replaces \_\_\_\_

|                 |   |
|-----------------|---|
|                 | Percodan, Vicodin, Tussi-organidin, etc.  |
| Barbituates     | Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phenrinin, Triad, etc. |
| Benzodiazepines | Activan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Paxipam, Restoril, Centrax                       |
| Methadone       | Dolphine, Metadose  |
| Propoxyphene    | Darvocet, Darvon N, Dolene, etc.  |

#### 24.07 - TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

An employee or applicant who receives a positive confirmed test result may contest or explain the result to the MRO identified above within five working days. If the MRO determines that the employee's explanation is unsatisfactory, the MRO will report the positive test to the City. The employee or applicant may contest a positive confirmed test result pursuant to this policy, section 440.102 of the Florida Statutes, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

Within 180 days of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration.

Within five working days after receipt of a positive confirmed test result from the MRO, the City will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the City may elect to afford the employee or applicant in accordance with this policy. Within five working days after receiving notice of a positive confirmed test

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

result from the City, the employee or job applicant may submit information to the City explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the City determines that the explanation is unsatisfactory, the City will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

#### **24.08 - CONSEQUENCES OF A POSITIVE CONFIRMED TEST, A REFUSAL TO SUBMIT TO TESTING OR TAMPERING WITH A TEST**

An employee who has a positive confirmed test, who refuses to submit to a test or who tampers with a test is subject to disciplinary action up to and including termination, may forfeit eligibility for workers' compensation medical and indemnity benefits and may forfeit entitlement to unemployment compensation. A job applicant who has a positive confirmed test, who refuses to submit to a test or who tampers with a test will be ineligible for employment.

#### **24.09 - CONFIDENTIALITY**

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the City's drug testing program are confidential and exempt from the provisions of Chapter 119 of the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by section 440.102 of the Florida Statutes or other applicable law.

#### **24.10 - EMPLOYEE ASSISTANCE PROGRAMS**

Employee Assistance Programs (EAP) are available to assist employees who voluntarily self-report, prior to being requested to test, drug or alcohol related problems which have not yet adversely affected their job or City operations. Employees who voluntarily seek help, who have not had a positive drug test and who are not participating in EAP at the time or at any previous time, will not be subject to discipline. Employees with drug or alcohol related problems who wish to seek voluntary assistance through the EAP may contact one of the following EAP providers (or any other similar provider):

For more information, please contact the Human Recourses Department

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

### ***Other Helpful Numbers***

Drug/Alcohol Abuse Help line: 1-800-362-2644  
 Drug/Alcohol Abuse 24-hour Crisis Line: 1-800-283-2600  
 Alcoholics Anonymous: 1-800-252-6465  
 Drug Abuse Alcoholism & Cocaine: 1-800-333-4444

Employees and applicants who violate this Policy will ordinarily not be eligible to elect participation in EAP in lieu of disciplinary action. The City may permit exceptions to this provision where the City Manager determines, in his or her exclusive discretion, that the specific circumstances warrant. In such circumstances, the City may require that an employee in violation of this policy participate and successfully complete the EAP as a condition of continued employment.

Employees employed in a mandatory testing or special-risk position who enter into EAP, whether voluntarily or involuntarily, will be removed from their mandatory testing or special-risk position and transferred to another position or placed on leave until the successful completion of the EAP. An employee placed on leave may utilize his or her accrued leave, if any, otherwise the leave shall be unpaid.

#### **24.11 - REPORTING VIOLATION OF THE POLICY**

It is the obligation of every employee to report violations of this Policy. Failure to report may subject employees to disciplinary action up to and including termination of employment.

#### **24.12 - COORDINATION WITH THE HUMAN RESOURCES DEPARTMENT**

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

#### **24.13 - REPORTING AND CONVICTION OF ARRESTS AND/OR ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL**

All employees must report to their supervisor any arrest, indictment, conviction, plea or pretrial interventions of any type, of a drug or alcohol-related violation or alleged violation of law not later than the next work day

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

after they become aware of it. Failure to so report may result in immediate termination.

Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.

Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether this policy has been violated. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee. The City shall not be obligated to await the outcome of any pending criminal or legal action prior to taking disciplinary action.

Approved \_\_\_\_  
Replaces \_\_\_\_

## SECTION 25

### EDUCATION COSTS REIMBURSEMENT BENEFIT

#### 25.01: PURPOSE

The purpose of this policy is to provide a framework in which the employees of the City of Wauchula are encouraged to further their professional and personal development through educational pursuits. These may include participating in targeted skills course work, certification classes, or courses that are a part of a recognized degree program.

#### 25.02: POLICY

In order for the City of Wauchula to continue its high-quality service, and to continuously improve that level of service to its customers, the employees of the organization should have opportunities for professional and personal improvement. The City benefits from providing, at no cost to the employee, education and development opportunities for certain technical positions that require certifications, licensure, and continuing education. The City believes that this benefit should also include other educational programs. As a result, the organization will not only see an enhancement in service delivery, but a commensurate increase in organizational morale and loyalty. To that end, the City will provide to its employees an Education Costs Benefit whereby participants in the benefit can request advance payment for training, or recoup a portion, or all, of their tuition and other education-related costs.

Approval for payment or reimbursement of tuition, education, or training costs under this policy must be sought by the employee in advance of taking the course and incurring the expense. Whether payment or reimbursement will be provided shall be determined by the City in its sole discretion. When approved, such payment or reimbursement will generally be provided according to the provisions of this policy and any tuition payment or reimbursement agreement required by the City as a condition of receiving such payment or reimbursement.

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

### **25.03: PERSONNEL COVERED BY THIS POLICY**

- A. The provisions of this Policy shall be applicable to all City employees except:
1. City employees who have not yet completed their initial **6-month** probation period; or whose probationary period has been extended under the provisions of Section 4.04.A of the Personnel Rules and Regulations.
  2. Elected Officials.
  3. Persons hired as independent contractors on a contractual, fee, or retainer basis.
  4. Temporary, part-time, or casual employees.
  5. Persons employed under the provisions of government programs or grants.
  6. Employees who are not in good standing within their department because of factors related to performance and/or other disciplinary concern.

### **25.04: PROCEDURES**

A. Budget Considerations

All reimbursements for education costs contemplated within the provisions of this policy are subject to budgetary constraints as defined by the Department Head and approved by City Commission within the context of the annual budget allocation process.

B. Participation in the Education Benefit

1. Relevance of Coursework

The Department Head must approve the operational relevance and value of all course or class work for which the participant is requesting assistance. If the employee is requesting assistance for course work that is part of a degree program, the Department Head should consider the value of the degree to the City's operations. It is up to the discretion of the Department Head to set applicability and relevance criteria for all training and education, and to determine

Approved \_\_\_\_\_  
Replaces \_\_\_\_\_

whether it is necessary to approve each individual course within a degree-granting program.

## 2. Application for Participation

In order for an employee to qualify for City educational assistance under the provisions of this policy, the employee must submit a formal request to participate in the benefit to the Department Head (See the Form 27-A at the end of Section 27). The Department Head must approve participation in advance of enrollment in any classes or other educational opportunity.

## 3. Department Head Participation

In the event that a Department Head is making the request, approval for such participation may come from the City Manager

## C. Covered Costs

### 1. Certifications and Licenses

When determined by the Department Head to be operationally necessary or beneficial, a Department Head may require or encourage an employee to secure certain licensures, training, and/or certifications. In such cases, the City may pay in advance for all classes, textbooks and materials, testing, and continuing education for such technical certifications and licenses. The City may cover travel and lodging (if necessary) on a reimbursement basis. Examples of such training include, but are not limited to:

- a. Water and Waste Water Treatment certifications
- b. Mechanic certifications, specifically ASE certificates
- b. Chemical handling and application licensure
- c. Notary Public license
- d. Specialized law enforcement training and/or certification

### 2. Skills Development Classes and Seminars

From time to time, employees may wish to participate in short-term educational classes and seminars that target specific skills, including computer applications (Excel, Word, PowerPoint, etc.), supervisory

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

training, customer relations training, and others. The Department Head may authorize pre-payment for such activities, or reimbursement for participation. Such reimbursement requires proof of participation such as a completion certificate from the training provider.

### 3. Degree Granting Programs

Most positions within City employment do not require 2-year, 4-year, or advanced degrees. The City, however, recognizes that encouraging adult learners to complete such a program has long-term benefits for both the employee and City operations. Participation in the Education Cost Benefit to obtain a formal degree shall be on a reimbursement basis unless otherwise approved by the City Manager. Approval for tuition reimbursement must be sought by the employee in advance of taking the course and incurring the expense. Whether tuition reimbursement will be provided shall be determined by the City at its sole discretion. When approved, the reimbursement will generally be provided according to the provisions of this policy and any tuition reimbursement agreement required by the City as a condition of receiving reimbursement.

#### a. **Credit Hour Rate**

The City will reimburse the employee for course work up to \$300.00 per credit hour for under graduate or \$400.00 per credit hour for graduate. The City Manager may approve a higher credit hour rate on a case-by-case basis.

#### b. **Enrollment Fees, Lab Fees, and Textbooks**

The City will reimburse the employee for enrollment fees and lab fees based on the grade-based schedule detailed in the Reimbursement section below. Textbook reimbursement will be 50% of the receipted cost.

#### c. **Reimbursement**

The employee shall pay for all enrollment fees, classes, and labs up front. Costs to be reimbursed upon successful completion of each course based on the following schedule:

Approved \_\_\_\_\_  
 Replaces \_\_\_\_\_

| <u>Grade</u> | <u>% Reimbursement</u> |
|--------------|------------------------|
| A-B          | 100%                   |
| C            | 70%                    |

Employees will not receive reimbursement for any class in which the grade upon completion is lower than "C." Upon providing documentation of successfully passing an approved course with a "C" or better, the employee should request reimbursement through their Department Head. Form 27-A contains a section for authorizing reimbursement of education costs.

**d. Other Education Funding Sources**

In the event that the employee receives education assistance from other sources, such as government and private grants, it is the responsibility of the employee to notify their Department Head of such assistance. The intent of the City of Wauchula is to only cover those approved expenses that are not covered by any other financial resource.

**e. Employee Retention**

Employees will be required to sign an agreement to remain employed with the City of Wauchula for a minimum of two years after completing a degree-granting program. If employees violate the terms of the agreement, they may be required to re-pay the City any funds that were reimbursed as part of this education benefit. If the City terminates the employment of an employee who has received reimbursement under the terms of this benefit, the employee shall retain such reimbursement. In the event of any inconsistencies between this policy and the employee's agreement, the agreement shall govern.

|                          |       |         |      |       |            |
|--------------------------|-------|---------|------|-------|------------|
| Name Last (Please print) | First | Initial | Date | Title | Department |
|--------------------------|-------|---------|------|-------|------------|

**SECTION 1  
Employee Request**

I request approval of the following course(s) for tuition reimbursement. Reimbursement for books will be in addition to cost of tuition, lab fees, and registration.

| Educational Institution | Course Title | Course Number | Credit Hours | Course Start | Course End | Cost per Credit                    | Total Tuition |
|-------------------------|--------------|---------------|--------------|--------------|------------|------------------------------------|---------------|
|                         |              |               |              |              |            | \$                                 | \$            |
|                         |              |               |              |              |            | \$                                 | \$            |
|                         |              |               |              |              |            | \$                                 | \$            |
|                         |              |               |              |              |            | <b>Lab Fees &amp; Registration</b> | \$            |
|                         |              |               |              |              |            | <b>Books and Materials</b>         | \$            |
|                         |              |               |              |              |            | <b>TOTAL</b>                       | \$            |

The above course(s) is (are) being taken:

As part of a curriculum leading to the degree of \_\_\_\_\_ (degree and major). Expected completion date for this degree is \_\_\_\_\_ (month/year). Number of degree hours required for this degree is \_\_\_\_\_ hours. Number of hours completed to date is \_\_\_\_\_ hours.

As a special, non-degree granting course.

Explain in your own words how this educational opportunity will improve your performance in carrying out your duties for the City of Wauchula. Use additional paper if necessary.

|               |       |   |       |
|---------------|-------|---|-------|
| Requested by: | Date: | This request to participate in the City of Wauchula's education benefit is approved. Reimbursement for expenses related to this application is subject to successful completion of the course of study, and approval by the Department Head (Section 2 -- below). |       |
| Supervisor:   | Date: | Department Head:  | Date: |

**SECTION 2  
Reimbursement Approval**

| This request for tuition reimbursement for the following course(s) is approved. |              |               |              |                 |               |                   | Department Head Signature: _____ | Date: _____ |
|---|--------------|---------------|--------------|-----------------|---------------|-------------------|----------------------------------|-------------|
| Educational Institution   | Course Title | Course Number | Credit Hours | Cost per Credit | Total Tuition | Books, Fees, Labs | TOTAL                            |             |
|   |              |               |              | \$              | \$            | \$                | \$                               |             |
|   |              |               |              | \$              | \$            | \$                | \$                               |             |
|   |              |               |              | \$              | \$            | \$                | \$                               |             |
| Finance Director: _____   |              |               |              |                 |               | <b>TOTAL</b>      | \$                               |             |
| Date: _____   |              |               |              |                 |               |                   |                                  |             |

23-UTL.04-05/09

Date: November 7, 2025  
 This instrument prepared  
 under the direction of:  
 Angela D. Tucker, Chief Counsel  
 Post Office Box 1249  
 Bartow, Florida 33831-1249  
 Department of Transportation

F.P. NO. 4449521  
 PARCEL 101.2  
 SECTION 06030-000  
 STATE ROAD 636 (East Main Street)  
 COUNTY Hardee

### **SUBORDINATION OF CITY UTILITY INTERESTS**

THIS AGREEMENT, entered into on the date executed by the State of Florida Department of Transportation District One Secretary or their Designee, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and CITY OF WAUCHULA, FLORIDA, A MUNICIPAL CORPORATION FORMED UNDER THE LAWS OF THE STATE OF FLORIDA, Utility Agency Organization, hereinafter called the Utility.

#### **WITNESSETH:**

WHEREAS, the Utility presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by Utility to the FDOT; and

WHEREAS, the FDOT is willing to pay to have the Utility's facilities relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and FDOT agree as follows:

Utility hereby subordinates to the interest of FDOT, its successors, or assigns, any and all of its interest in the lands as follows, viz:

**SEE EXHIBIT "A"**

**RECORDED**

| INSTRUMENT  | DATE     | FROM  | TO   | O.R.<br>BOOK/PAGE       |
|---|----------|---|--|-------------------------|
| Sewer Line Easement   | 02-24-59 | Harold Henderson and Margaret S. Henderson, his wife  | CITY OF WAUCHULA, FLORIDA, A MUNICIPAL CORPORATION   | OR 648<br>PG 375        |
| Wauchula Water Pipeline & Ingress/Egress Easement Agreement | 10-19-20 | Fairel LeGrand Revell Jr, as Trustee of the Fairel Legrand Revel, Jr. Declaration of Trust dated January 25, 2008 | CITY OF WAUCHULA, FLORIDA, A MUNICIPAL CORPORATION FORMED UNDER THE LAWS OF THE STATE OF FLORIDA | INSTR #<br>202025005393 |
|   |          |   |  |                         |

PROVIDED that the Utility has the following rights:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the FDOT's current minimum standards for such facilities as required by the FDOT Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the FDOT. Should the FDOT fail to approve any new construction or relocation of facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the FDOT hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.
2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the FDOT's facilities.
4. The Utility agrees to repair any damage to FDOT facilities and to indemnify the FDOT against any loss or damage resulting from the Utility exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

WITNESSES

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Legibly Print/Type Name

\*Witness Mailing Address:

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Legibly Print/Type Name

\*Witness Mailing Address:

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

District Secretary/Designee for  
District One

Post Office Box 1249 \_\_\_\_\_

Bartow, Florida 33831-1249 \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Department Attorney

*\*In accordance with Florida Statute 695.26, effective Jan. 1, 2024, names and addresses of witnesses must be legibly printed, typed or stamped for the clerk of the court to accept this document for recording.*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Name: \_\_\_\_\_ Notary Public in and for the County and State last aforesaid. My Commission Expires: \_\_\_\_\_ Serial No., if any: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

\_\_\_\_\_(OFFICIAL SEAL)  
Mayor

Name:

ATTEST: \_\_\_\_\_(SEAL)  
Its City Clerk  
Name:

Grantor(s)' Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_physical presence or \_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Mayor, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name:

Notary Public in and for the County and State last aforesaid.

My Commission Expires: \_\_\_\_\_

Serial No., if any: \_\_\_\_\_

F.P. NO. 4449521  
SECTION 06030-000  
PARCEL 101

RIGHT OF WAY

That portion of Lot 2, Henderson Subdivision, a subdivision lying in Section 3, Township 34 South, Range 25 East, as per plat thereof recorded in Plat Book B-24, Page 4, Public Records of Hardee County, Florida.

Being described as follows:

Commence at the northwest corner of the southeast 1/4 of said Section 3; thence along the west line of said southeast 1/4, South 00°04'55" East a distance of 770.33 feet to the survey baseline of State Road 636 (East Main Street) and to the beginning of a curve having a radius of 5,729.58 feet; thence along said survey baseline the arc of said curve to the left a distance of 290.26 feet through a central angle of 02°54'09" with a chord bearing North 79°32'43" East and a chord distance of 290.23 feet to the end of said curve; thence North 08°35'59" West a distance of 50.08 feet to the southwest corner of said Lot 2 also being the southeast corner of Lot 1 (per said plat) and to the north existing right of way line of said State Road 636 (per Section 0603-104) for a POINT OF BEGINNING; thence along the west line of said Lot 2 and the east line of said Lot 1 continue North 08°35'59" West a distance of 200.35 feet; thence North 77°00'29" East a distance of 180.51 feet; thence South 13°52'38" East a distance of 160.41 feet; thence North 76°45'09" East a distance of 439.02 feet to a point on the east line of said Lot 2 also being a point on the west line of Lot 12, Block A, River View Heights Unit No. 1 (per plat thereof recorded in Plat Book 3, Page 15, Public Records of Hardee County, Florida); thence along said east line and said west line, South 00°05'30" West a distance of 41.11 feet to the southeast corner of said Lot 2 and to said north existing right of way line; thence along the south line of said Lot 2 and said north existing right of way line, South 76°45'18" West a distance of 498.23 feet to the beginning of a curve having a radius of 5,679.58 feet; thence continue along said south line and said north existing right of way line the arc of said curve to the right a distance of 129.82 feet through a central angle of 01°18'35" with a chord bearing South 77°24'36" West and a chord distance of 129.82 feet to the end of said curve and to the POINT OF BEGINNING.

Containing 1.272 acres

Legal Description Approved by  
Wilfredo A. Alfonzo P.S.M. #7107  
On November 7, 2025



# AMI Project Update

January 5, 2026

For External Use  
©2024 City of Wauchula, FL

[cityofwauchula.gov](http://cityofwauchula.gov)



# AMI 3-Phase Implementation Approach

- 1 Phase 1: Requirements and Readiness**
  - Completed (January 2024 – July 2024)
- 2 Phase 2: Vendor Selection**
  - Completed (August 2024 – June 2025)
- 3 Phase 3: Implementation \***
  - Ongoing (June 2025 to Summer/Fall 2027)
- 4 Questions?**





# Phase 3 – Implementation

## Initiation and Procurement

- Project kickoff, initial procurement of goods and services, first article testing (FAT)
- The project initiation and procurement stage is well underway. The implementation project and construction kickoffs have been held, configuration of the metering devices for both water and electric have been defined and initial orders for goods and services have been placed. We are awaiting the delivery of First Article materials for verification with projected equipment arrival dates in Q1/Q2 of 2026. Upon successful First Article Testing (FAT), additional material orders will be released.





## Phase 3 – Implementation

### Planning and Design

- Project planning, system architecture and design, process and interface workshops, pre-deployment planning and checklists, project documentation
- Planning and design is also well underway with the initial architecture draft completed and workshops ongoing for deployment and integrations. The contractor has begun the required system specification document (Sys Doc), functional system acceptance document (FSAT) and system acceptance document (SAT) as well as development of standard operating procedures and checklists.





# Phase 3 – Implementation

## Execution

- Software systems build and test, network infrastructure installation and commissioning, system interface build and test, functional system acceptance testing (FSAT), mass field deployment of electric and water meters with associated field remediation
- Execution has begun with the initial build of the AMI software head-end system completed, system interface specification underway, and plans for network equipment installations to be completed early in January 2026. We view the First Article Testing (FAT) of the metering devices and the Functional System Acceptance Testing (FSAT) of the solution as key milestones that must be successfully completed to properly validate the solution prior to mass deployment of the new AMI meters.





## Phase 3 – Implementation

### Execution

- FAT testing is dependent on receiving the materials from Sensus and Aclara which is forecasted to occur in Q1/Q2 of 2026, with more firm forecast dates expected early in 2026. The FSAT testing requires successful passing of FAT and validates the system and integration functionality against the RFP requirements and is planned for early summer 2026. The project team will be working to perform the FAT and FSAT as efficiently as possible while managing material lead times.
- Once FAT and FSAT are complete, the teams will begin mass deployment of water meters and a limited deployment (~112) of electric meters in the Summer/Fall of 2026. The remaining mass deployment of electric meters will occur late in 2026 and into the first half of 2027. The target is to complete all meter exchanges by end of Summer 2027. These timelines are based on preliminary forecasts of long lead time materials from the contractor with more firm forecasts expected in the Spring of 2026.





## Phase 3 – Implementation

### Execution

- As noted, one of the risks facing the project is uncertain, long lead time material delivery from the contractor, especially electric meters. The team is monitoring updates and working to obtain higher confidence forecast material delivery times while managing optimization of deployment to achieve project goals on time and within budget. This main impact would be the project timeline.
- Accurately estimating the existing water pit field conditions and existing electric meter base conditions is also a project risk. The project team is leveraging City knowledge along with spot surveys and past project experience to estimate the quantities of water meter pit boxes, lids, yokes, valves, connectors and needed plumbing repairs and is similarly estimating electric meter base repairs. The project will be purchasing remediation materials incrementally as work progresses to mitigate material shortages or excesses.





# Phase 3 – Implementation

## Execution

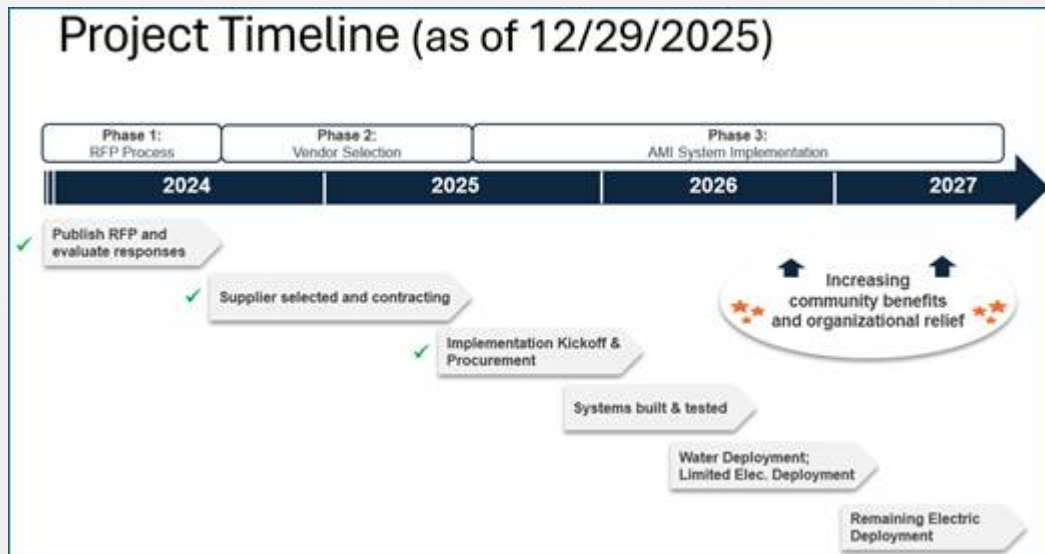
- Ongoing project meetings are being held including City of Wauchula, Quanta Technology (Consultants), Core & Main (Prime Contractor), Bermex (Sub-contractor installation team), and Tyler Technologies (Utility Billing)





# Phase 3 – Implementation

## Project Timeline





## Phase 3 – Implementation

### Monitoring & Closeout

- Monitoring: Quality Assurance (QA) and Quality Control (QC), training, performance evaluation and optimization
- Closeout: System acceptance testing (SAT), business readiness evaluations and optimization, deployment acceptance and project closure



# Thank You and Questions



# Bad Debt Write-Off

Item # 8.

| Reason                            | # of Accounts | Amount Owed      |
|-----------------------------------|---------------|------------------|
| <b>Commercial</b>                 | <b>7</b>      | <b>4,186.48</b>  |
| BANKRUPTCY                        | 2             | 3,091.92         |
| CUT FOR NON PAYMENT               | 3             | 729.02           |
| DEPOSIT DID NOT COVER FINAL USAGE | 2             | 365.54           |
| <b>Residential</b>                | <b>96</b>     | <b>23,257.80</b> |
| CUT FOR NON PAYMENT               | 39            | 11,735.66        |
| DECEASED                          | 5             | 920.81           |
| DEPOSIT DID NOT COVER FINAL USAGE | 35            | 5,295.01         |
| LEAK                              | 2             | 1,301.67         |
| REDUCED OR WAIVED DEPOSIT         | 15            | 4,004.65         |
| <b>Grand Total</b>                | <b>103</b>    | <b>27,444.28</b> |

| ACCOUNT NO  | ADDRESS              | ACCOUNT TYPE | AMOUNT   |
|-------------|----------------------|--------------|----------|
| 08-03612-02 | 417 W EDDY ST        | Commercial   | 2,127.82 |
| 13-10615-01 | 213 N FL AVE         | Commercial   | 964.10   |
| 02-00925-22 | 405 E MAIN ST        | Residential  | 759.94   |
| 02-06006-22 | 507 E PALMETTO ST    | Residential  | 750.65   |
| 07-04700-02 | 219 S 7TH AVE        | Residential  | 728.51   |
| 07-20077-13 | 635 S 5TH AVE E206   | Residential  | 724.06   |
| 08-00603-07 | 211 S 8TH AVE        | Residential  | 691.83   |
| 03-10700-16 | 609 N 8TH AVE        | Residential  | 659.94   |
| 07-16605-30 | 1030 MAKOWSKI RD 18  | Residential  | 634.33   |
| 04-01015-17 | 126 E TOWNSEND ST    | Residential  | 596.53   |
| 03-08603-25 | 612 N 8TH AVE        | Residential  | 587.80   |
| 08-14700-05 | 321 S 10TH AVE       | Residential  | 541.73   |
| 04-00255-15 | 368 RIVERCHASE CIR   | Residential  | 519.03   |
| 06-04031-10 | 312 N PA AVE         | Residential  | 484.90   |
| 09-09200-02 | 702 S FL AVE         | Residential  | 476.71   |
| 07-06691-21 | 1051 DOWNING CIR 109 | Residential  | 474.84   |
| 04-02225-03 | 775 LA PLAYA DR      | Residential  | 473.96   |
| 11-08600-11 | 115 PARK DR          | Residential  | 472.72   |
| 05-05272-30 | 120A N 10TH AVE      | Residential  | 442.03   |
| 09-00200-02 | 509 W ORANGE ST      | Residential  | 413.32   |
| 03-12120-06 | 305 W OAK ST         | Residential  | 386.63   |
| 07-20094-09 | 635 S 5TH AVE F207   | Residential  | 375.92   |
| 04-00106-07 | 367 EASON DR         | Residential  | 372.09   |
| 10-02900-33 | 489 HANCHEY RD       | Residential  | 369.59   |
| 04-00890-05 | 700 E TOWNSEND ST 33 | Residential  | 359.55   |
| 08-11204-10 | 312 S 8TH AVE        | Residential  | 353.40   |
| 02-00175-46 | 303 E MAIN ST        | Residential  | 332.17   |
| 09-00160-06 | 220 S 10TH AVE       | Residential  | 319.23   |
| 14-01008-02 | 319 S 6TH AVE        | Commercial   | 314.93   |
| 01-06380-45 | 817 E MAIN ST 4B     | Residential  | 307.04   |
| 07-20001-15 | 635 S 5TH AVE A102   | Residential  | 305.45   |

| <b>ACCOUNT NO</b> | <b>ADDRESS</b>        | <b>ACCOUNT TYPE</b> | <b>AMOUNT</b> |
|-------------------|-----------------------|---------------------|---------------|
| 07-20100-09       | 635 S 5TH AVE G105    | Residential         | 289.32        |
| 04-00160-04       | 303 EASON DR          | Residential         | 284.13        |
| 07-20023-11       | 635 S 5TH AVE B108    | Residential         | 277.83        |
| 02-00176-10       | 105 N 3RD AVE G101    | Residential         | 267.33        |
| 11-02765-00       | 284 GRIFFIN RD        | Residential         | 265.81        |
| 02-00675-42       | 105 N 3RD AVE H101    | Residential         | 263.32        |
| 12-02800-12       | 103 E MAIN ST         | Commercial          | 262.22        |
| 08-05103-13       | 811 S 9TH AVE         | Residential         | 258.26        |
| 12-11300-08       | 111 W MAIN ST         | Commercial          | 242.18        |
| 11-10480-02       | 210 BELL ST           | Residential         | 237.01        |
| 02-05626-21       | 510B E OAK ST         | Residential         | 227.04        |
| 12-10115-07       | 112 W ORANGE ST       | Commercial          | 224.62        |
| 05-03147-06       | 1011 N 9TH AVE        | Residential         | 223.06        |
| 12-20414-01       | 129 W MAIN ST 203     | Residential         | 217.83        |
| 01-06401-31       | 817 E MAIN ST 5B      | Residential         | 213.11        |
| 02-01225-09       | 509 E MAIN ST COTTAGE | Residential         | 206.81        |
| 04-02140-01       | 735 LA PLAYA DR       | Residential         | 205.41        |
| 07-20091-16       | 635 S 5TH AVE F204    | Residential         | 204.65        |
| 11-10644-06       | 423 AMANDA LN         | Residential         | 199.69        |
| 03-12940-21       | 205 N 8TH AVE 4       | Residential         | 199.07        |
| 12-20412-01       | 129 W MAIN ST 201     | Residential         | 197.75        |
| 01-07300-00       | 107 S 1ST AVE         | Residential         | 195.93        |
| 10-03015-33       | 517 HANCHEY RD        | Residential         | 193.24        |
| 08-06100-10       | 810 S 9TH AVE         | Residential         | 189.49        |
| 05-08700-09       | 614 N FL AVE          | Residential         | 187.91        |
| 10-01201-00       | 1324 GRADY REVELL RD  | Residential         | 180.66        |
| 02-00175-45       | 303 E MAIN ST         | Residential         | 176.27        |
| 05-04000-17       | 507 N 9TH AVE         | Residential         | 173.15        |
| 02-00650-26       | 105 N 3RD AVE G102    | Residential         | 169.40        |
| 07-06419-12       | 132 W GRAPEFRUIT ST   | Residential         | 168.87        |
| 07-10100-12       | 616 S 7TH AVE         | Residential         | 168.82        |
| 11-21699-20       | 1016 S 9TH AVE 4      | Residential         | 167.26        |
| 11-09980-17       | 224 PARK DR           | Residential         | 166.92        |
| 03-08200-03       | 514 N 8TH AVE         | Residential         | 156.67        |
| 02-02001-10       | 205 N RUST AVE        | Residential         | 151.90        |
| 04-02010-08       | 712 LA PLAYA DR       | Residential         | 146.16        |
| 03-10700-15       | 609 N 8TH AVE         | Residential         | 144.77        |
| 07-20090-13       | 635 S 5TH AVE F203    | Residential         | 136.20        |
| 14-03005-14       | 1009 S 6TH AVE        | Residential         | 130.92        |
| 03-13832-24       | 202 W MAIN ST 203     | Residential         | 116.72        |
| 04-00920-02       | 700 E TOWNSEND ST 39  | Residential         | 113.59        |
| 05-03147-05       | 1011 N 9TH AVE        | Residential         | 112.50        |
| 07-18201-22       | 1040 MAKOWSKI RD 10   | Residential         | 111.97        |
| 11-21554-22       | 1011 S 9TH AVE 5      | Residential         | 110.62        |

| <b>ACCOUNT NO</b> | <b>ADDRESS</b>         | <b>ACCOUNT TYPE</b> | <b>AMOUNT</b> |
|-------------------|------------------------|---------------------|---------------|
| 09-05751-10       | 1033 HUMMINGBIRD LN 16 | Residential         | 106.99        |
| 07-07700-23       | 920 S 7TH AVE          | Residential         | 104.94        |
| 10-03808-11       | 338 STENSTROM RD 110   | Residential         | 101.11        |
| 07-17103-35       | 1030 MAKOWSKI RD 22    | Residential         | 101.00        |
| 02-11401-13       | 405 HEARD BRIDGE RD    | Residential         | 91.55         |
| 01-16175-18       | 404 E ORANGE ST        | Residential         | 86.93         |
| 07-20099-11       | 635 S 5TH AVE G104     | Residential         | 86.57         |
| 04-02145-11       | 737 LA PLAYA DR        | Residential         | 78.88         |
| 07-17501-13       | 1040 MAKOWSKI RD 16    | Residential         | 76.97         |
| 07-05020-08       | 321 S 7TH AVE          | Residential         | 75.98         |
| 07-20047-06       | 635 S 5TH AVE C208     | Residential         | 74.22         |
| 01-08620-06       | 715 E GREEN ST         | Residential         | 70.59         |
| 12-14730-06       | 126 S 4TH AVE          | Residential         | 68.21         |
| 02-00551-16       | 105 N 3RD AVE D103     | Residential         | 61.30         |
| 02-01025-04       | 115 N 2ND AVE          | Residential         | 59.36         |
| 01-06369-21       | 817 E MAIN ST 3F       | Residential         | 56.28         |
| 11-21570-15       | 1015 S 9TH AVE 7       | Residential         | 54.04         |
| 12-02200-05       | 110 N 6TH AVE          | Commercial          | 50.61         |
| 08-00603-09       | 211 S 8TH AVE          | Residential         | 48.97         |
| 02-00425-30       | 105 N 3RD AVE C102     | Residential         | 34.76         |
| 07-06691-19       | 1051 DOWNING CIR 109   | Residential         | 30.50         |
| 08-01800-11       | 407 S 8TH AVE          | Residential         | 22.09         |
| 01-06448-18       | 817 E MAIN ST 5F       | Residential         | 16.82         |
| 04-02205-08       | 767 LA PLAYA DR        | Residential         | 12.59         |
| 07-20010-18       | 635 S 5TH AVE A203     | Residential         | 9.57          |
| 10-03831-08       | 338 STENSTROM RD 127   | Residential         | 3.96          |
| 02-00675-43       | 105 N 3RD AVE H101     | Residential         | 1.81          |
| 02-00450-25       | 105 N 3RD AVE C101     | Residential         | 0.54          |

Item # 8.