



CITY COMMISSION AND CRA BOARD WORKSHOP AGENDA

Monday, December 01, 2025 at 5:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

OPEN COMMISSION WORKSHOP

- 1.** Chamber of Commerce Lease Extension
- 2.** Historic Preservation Board Appointment Consideration
- 3.** Planning & Zoning Board Member Removal Consideration
- 4.** **ADD ON ITEM:**
Airport Advisory Board Appointment Consideration
- 5.** Board Members & Committees Updates
- 6.** Resolution 2025-19 FDOT Construction Agreement for Hogan St
- 7.** Resolution 2025-22 Hardened Public Safety Facility Grant
- 8.** Ordinance 2025-16 CIE Update
- 9.** Ordinance 2025-18 Certified Recovery Centers
- 10.** Ordinance 2025-19 Condo Inspections
- 11.** Ordinance 2025-21 Extending the Suspension and Waiver of Water and Wastewater Impact Fees

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

CLOSE COMMISSION WORKSHOP

OPEN CRA WORKSHOP

- 12.** Tax Increment Financing (TIF) Program

REMINDERS

ADJOURNMENT

THIRD LEASE EXTENSION

This Third Lease Extension is made and entered into this ____ day of November, 2025, by and between CITY OF WAUCHULA, FLORIDA, a Florida municipal corporation, 126 South 7th Avenue, Wauchula, FL 33873, hereafter the "Lessor," and HARDEE COUNTY CHAMBER OF COMMERCE, INC., a Florida Not for Profit Corporation created under the laws of the State of Florida, whose mailing address is Post Office Box 683, Wauchula, FL 33873, hereafter the "Lessee."

RECITALS

1. Lessor owns that building located at 135 East Main Street, Wauchula, Hardee County, Florida, commonly known as the "Depot," and more particularly described as:

A portion of Section 4, Township 34 South, Range 2S East, Hardee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 4, thence South 89°11'55" West along the South line of said Section 4 a distance of 1.28 feet to a point on the East right-of-way line of C.S.X. Railroad, thence North 12°12'35" West along said right-of-way line a distance of 1463.35 feet to a point on the South right-of-way line of Main Street and for the POINT OF BEGINNING, thence continue North 12°12'35" West a distance of 530.00 feet to a point on the North right-of-way line of Palmetto Street, thence South 77°51'26" West along said right-of-way line of Palmetto Street a distance of 120.00 feet, thence South 12°12'35" East a distance of 30.00 feet to a point on the South right-of-way line of Main Street, thence North 77°51'26" East along said right-of-way line of Main Street a distance of 120.00 feet to the POINT OF BEGINNING.

Subject to the South 60.00 feet thereof for right-of-way of Main Street and the North 60.00 feet thereof for right-of-way of Palmetto Street.

LESS that part taken by Order of Taking recorded in O.R Book 440, Page 773, of the Public Records of Hardee County, Florida.

The property and building shall hereafter be referred to as the "Leased Premises".

2. Lessor leased the Leased Premises to Lessee by that certain Lease Agreement dated December 16, 2016, with an effective date of January 1, 2017 (hereafter the "2017 Lease"), as extended by the First Lease Extension and the Second Lease Extension, which Second Lease Extension expires on December 31, 2025.

3. Lessee has requested a ten (10) year extension of the Second Lease Extension, and the Lessor is willing to consider granting that extension.

4. Section 35 of the 2017 Lease requires that any amendment to the 2017 Lease be in writing and signed by both parties to the 2017 Lease.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above stated Recitals are true and correct, and form a material part of this Lease Extension.

SECTION 2. THIRD LEASE EXTENSION. The Lessor hereby agrees, and the Lessee hereby accepts, an additional ten (10) year extension of the Lease, as extended and amended by the First Lease Extension and Second Lease Extension. This Third Lease Extension hereby extends the Lease until December 31, 2035.

SECTION 3. EFFECT OF THIRD LEASE EXTENSION. The parties hereto hereby acknowledge, agree, ratify, and confirm that all other provisions of the original Lease, as extended and amended by the First Lease Extension and the Second Lease Extension, shall continue in effect as written until December 31, 2035, when the Lease shall expire.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

As to Lessor:

Lessor:

Attest:

City of Wauchula, Florida,
a Florida municipal corporation

Stephanie Camacho, City Clerk

By: _____
Olivia Minshew, City Manager

As to Lessee:

Lessee:

Witnesses:

Hardee County Chamber of Commerce, Inc.
a 501(c)6 Corporation

Print Name _____

By: _____

Print Name _____

Wauchula's lease is aligned with regional norms. The only major difference is Wauchula's term is much shorter. In addition, Wauchula is more generous with insurance and taxes.

BASIC STRUCTURE

City / Tenant	Premises / Use	Type of Lease	Building Ownership
Wauchula – Chamber	Offices, conference room, event space	Nominal lease	City owns building
Sebring – Little Theater	Theater building	Nominal lease	City owns building
Sebring – Art League (Clovelly House)	Arts facility	Nominal lease	City owns building
Sebring – Rec Club	Recreation building & shuffleboard courts	Nominal lease	City owns building
Bartow – Chamber	Offices, conference room	Ground lease	Chamber built structure but improvements revert to City at end of lease

TERM LENGTH

City / Tenant	Base Term	Extensions
Wauchula – Chamber	5 years (2020–2025)	+3 yrs (to 2020), +5 yrs (to 2025)
Sebring – Little Theater	30 years (1998–2028)	None specified
Sebring – Art League	4 years (2023 - 2027)	Auto-extends to 12 years (expiring in 2035) if tenant secures ≥\$50k grant by 2027
Sebring – Rec Club	1 year with annual automatic renewals (1998–2021)	10-year fixed term (2022–2031)
Bartow – Chamber	30 years (1971–2000)	City renewed for another 30 years

RENT & UTILITIES

City / Tenant	Rent	Who Pays Utilities
Wauchula – Chamber 5,436 sq ft heated area	\$1 per year	Tenant
Sebring – Little Theater	\$0	Tenant
Sebring – Art League	\$1 per year	Tenant
Sebring – Rec Club	\$0	Tenant
Bartow – Chamber	\$1 per year	Tenant

From Main Street Wauchula: For downtown, (this is the core along Main and not our entire program area from Florida to 4th and Orange to Palmetto) the average is \$8.70 per square foot. This average does include 2 properties with extremely low rates. Without those 2 properties included, the average is \$9.30.

MAINTENANCE RESPONSIBILITIES

City / Tenant	Routine Maintenance & Major Systems (HVAC, Electrical, Plumbing)	Structural / Roof
Wauchula – Chamber	Tenant	City
Sebring – Little Theater	Tenant	Tenant
Sebring – Art League	Tenant	Tenant
Sebring – Rec Club	Tenant	Tenant (City only handles parking lot)
Bartow – Chamber	Tenant (City maintains the grounds)	Tenant

CAPITAL IMPROVEMENTS

City / Tenant	Who Pays for Building Improvements?	Ownership of Improvements
Wauchula – Chamber	Tenant (with City approval)	City
Sebring – Little Theater	Tenant	City
Sebring – Art League	Tenant (with City approval)	City
Sebring – Rec Club	Tenant	City
Bartow – Chamber	Tenant	City owns structure & improvements at lease end

INSURANCE

City / Tenant	Liability Insurance	Building Insurance
Wauchula – Chamber	\$1M, City named	City insures building, Tenant insures personal property
Sebring – Little Theater	\$200k (sovereign immunity), City named	City insures building, Tenant reimburses
Sebring – Art League	\$1M, City named	City insures building, Tenant reimburses
Sebring – Rec Club	\$1M, City named	City may insure; optional
Bartow – Chamber	\$1M, City named	Tenant

Property insurance premium is currently \$9,188

TAXES

City / Tenant	Who Pays Taxes?
Wauchula – Chamber	Tenant
Sebring – Little Theater	Not specified; likely exempt due to being a non-profit
Sebring – Art League	City pays all real estate taxes, Tenant pays taxes incurred as a result of lease
Sebring – Rec Club	Not specified; likely exempt due to being a non-profit
Bartow – Chamber	Tenant

EVENT RENTALS / REVENUE SHARING

City / Tenant	Event Rentals Allowed?	Revenue Sharing With City?
Wauchula – Chamber	Yes	No revenue sharing
Sebring – Little Theater	Yes	None
Sebring – Art League	Yes	None
Sebring – Rec Club	Limited (recreation use)	Can charge clean-up fee; no revenue sharing
Bartow – Chamber	N/A	None

CITY ACCESS & PUBLIC BENEFIT

City / Tenant	City Use of Facility	Public Benefit
Wauchula – Chamber	City may access for inspection; no guaranteed use of event space	Business/economic development
Sebring – Little Theater	Not reserved	Cultural benefit
Sebring – Art League	Not reserved	Arts programming
Sebring – Rec Club	City may schedule its own uses with notice	Recreation benefit
Bartow – Chamber	Not reserved	Business/economic development

TERMINATION

City / Tenant	Early Termination
Wauchula – Chamber	For cause
Sebring – Little Theater	For cause
Sebring – Art League	For cause
Sebring – Rec Club	Either party may terminate with 30-day notice (older version)
Bartow – Chamber	If City terminates early, City must compensate Chamber for its building investment

INFORMATIONAL DATA FOR BOARD APPOINTMENTS



07/24/2025
Date Completed

1. Name: MS SHAW KAITLYN PAIGE
MR./MRS./MS. LAST FIRST MIDDLE/MAIDEN

2. Residence Address: 329 TURNER AVE WAUCHULA HARDEE
STREET CITY COUNTY
FL 33873 863 832 7158
STATE ZIP CODE AREA CODE/PHONE NUMBER
POST OFFICE BOX

3. Board of Interest: HISTORIC PRESERVATION BOARD

4. Current Employer and Occupation: AFICS - INDEPENDENT ADJUSTER

5. Are you a United States citizen? Yes ☒ No ☐ If "No" explain:

If you are a naturalized citizen, date of naturalization: _____

6. How long have you continuously resided at the address listed above in question 2? MARCH
2014

7. Education
A. High School: HARDEE SENIOR HIGH Year Graduated: 2014
B. College: SEFC AVON PARK, FL Year Graduated: 2017
(NAME AND LOCATION)

8. Concerning your current employer and for all of your employment during the last five years, list your employer's name, business address, type of business, occupation or job title, and period(s) of employment.

EMPLOYER'S NAME & ADDRESS	TYPE OF BUSINESS	OCCUPATION/JOB TITLE	PERIOD OF EMPLOYMENT
AFICS	INSURANCE	INDEPENDENT ADJUSTER	NOV. 2022 - CURRENT
PEACE RIVER CITRUS GROWERS ASSOCIATION	NON PROFIT	EXECUTIVE DIRECTOR	2018 - 2022

9. A. State your experiences and interests or elements of your personal history that qualify you for this appointment.

I AM A YOUNG RESIDENT OF HARDEE COUNTY WITH AN INTEREST IN CITY OPERATIONS. I HAVE LIVED IN CITIES ALL OVER THE COUNTRY AND CAN PROVIDE A NEW PERSPECTIVE.

B. Have you received any degree(s), professional certification(s), or designations(s) related to the subject matter of this appointment? Yes ☒ No ☐ If "Yes", list:

C. Have you received any awards or recognitions relating to the subject matter of this appointment? Yes ☒ No ☐ If "Yes", list:

D. Identify all association memberships and association offices held by you that relate to this appointment:

NONE

10. List three persons who have known you well within the past five (5) years. Include a current, complete address and telephone number. Exclude your relatives.

NAME	MAILING ADDRESS	ZIP CODE	AREA CODE/PHONE NUMBER
DAVID GILMLEY			863 441 1460

11. Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have

been or will be appointed? Yes ☒ No ☐ If "Yes", explain:

12. If required by law or administrative rule, will you file financial disclosure statements? Yes ☒ No ☐


Signature of Applicant

INFORMATIONAL DATA FOR BOARD APPOINTMENTS



11-10-25

Date Completed

1. Name: Grimsley Denise P.
MR./MRS./MS. LAST FIRST MIDDLE/MAIDEN2. Residence Address: 1624 Delaney Rd. Zolfo Springs Hardee
STREET CITY COUNTY
FL 33890 863-441-1460
POST OFFICE BOX STATE ZIP CODE AREA CODE/PHONE NUMBER3. Board of Interest: Airport Advisory Board4. Current Employer and Occupation: Retired5. Are you a United States citizen? Yes ☒ No ☐ If "No" explain:

If you are a naturalized citizen, date of naturalization: _____

6. How long have you continuously resided at the address listed above in question 2? 6 months
Prior 1644 SR 64 EAST Zolfo Springs7. Education
A. High School: Hardee High School Year Graduated: 1977
B. College: University of Miami MBA Year Graduated: 2003
(NAME AND LOCATION)

8. Concerning your current employer and for all of your employment during the last five years, list your employer's name, business address, type of business, occupation or job title, and period(s) of employment.

EMPLOYER'S NAME & ADDRESS	TYPE OF BUSINESS	OCCUPATION/JOB TITLE	PERIOD OF EMPLOYMENT
The Development Group	Econ. Dev	CEO	2022 - 2025
Advent Health	Hospital	Hospital Administrator	2013 - 2022

9. A. State your experiences and interests or elements of your personal history that qualify you for this appointment.

I continue to consult in the Economic Development Space. The Wauchula Airport has much potential for growth. I believe I can use my Econ Dev experience + my previous state experience to bring positive input to the Advisory Board

B. Have you received any degree(s), professional certification(s), or designations(s) related to the subject matter of this appointment? Yes ☒ No ☐ If "Yes", list:

MBA

C. Have you received any awards or recognitions relating to the subject matter of this appointment? Yes ☐ No ☒ If "Yes", list:

D. Identify all association memberships and association offices held by you that relate to this appointment:

Previous State Legislator + State Senator

10. List three persons who have known you well within the past five (5) years. Include a current, complete address and telephone number. Exclude your relatives.

NAME	MAILING ADDRESS	ZIP CODE	AREA CODE/PHONE NUMBER
Terry Atchley	1035 Knollwood Cirde Wauchula	33873	(863) 781-9402
Bill Crews	P.O. Box 248 Wauchula FL	33873	(863) 832-0159
Vanessa Hernandez	325 Orange Ave. Wauchula, FL	33873	(863) 712-4466

11. Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have

been or will be appointed? Yes ☒ No ☐ If "Yes", explain:

12. If required by law or administrative rule, will you file financial disclosure statements? Yes ☐ No ☐


Signature of Applicant

INFORMATIONAL DATA FOR BOARD APPOINTMENTS



11-19-2025

Date Completed

1. Name: Mr. Thompson Michael Jonathan
MR./MRS./MS. LAST FIRST MIDDLE/MAIDEN

2. Residence Address: 652 Cross Creek Lane Wauchula Hardee
STREET CITY COUNTY
Florida 33873 267-294-9301
POST OFFICE BOX STATE ZIP CODE AREA CODE/PHONE NUMBER

3. Board of Interest: City of Wauchula (Airport Advisory Board).

4. Current Employer and Occupation: JetLoan Capital - Vice President & Co-owner

5. Are you a United States citizen? Yes ☒ No ☐ If "No" explain:

If you are a naturalized citizen, date of naturalization: _____

6. How long have you continuously resided at the address listed above in question 2? 6 Years

7. Education
 A. High School: Indian River High School - Dagsboro, DE Year Graduated: 2014
 B. College: Flagler College - St. Augustine, FL Year Graduated: 2018
(NAME AND LOCATION)

8. Concerning your current employer and for all of your employment during the last five years, list your employer's name, business address, type of business, occupation or job title, and period(s) of employment.

EMPLOYER'S NAME & ADDRESS	TYPE OF BUSINESS	OCCUPATION/JOB TITLE	PERIOD OF EMPLOYMENT
JetLoan Capital - 915 SE Ocean Blvd Suite 5 Stuart, FL 34994	Aircraft Finance	Vice President	2018 - Current

9. A. State your experiences and interests or elements of your personal history that qualify you for this appointment.

I grew up in a family of hobbyists, spending much of my childhood building model airplanes, rockets, cars, and trains. My early exposure to aviation deepened when my father purchased a Piper Archer, and I joined him regularly on flights. Those experiences sparked the aviation passion that has stayed with me throughout my life.

In college, I became closely involved with the local flight school, which further immersed me in the aviation community. After graduating in 2018, I began my professional career in aviation finance, where I have since worked extensively financing a wide range of assets—including piston aircraft, turboprops, jets, helicopters, and hangars.

These personal experiences, combined with my professional background, have given me a deep understanding of the aviation world and a strong foundation for contributing meaningfully in this appointment.

B. Have you received any degree(s), professional certification(s), or designations(s) related to the subject matter of this appointment? Yes ☒ No ☐ If "Yes", list:

Business Administration, Finance, Marketing, and Pre-Law Degree From Flagler College

Eagle Scout - Boy Scouts of America

C. Have you received any awards or recognitions relating to the subject matter of this appointment? Yes ☐ No ☒ If "Yes", list:

D. Identify all association memberships and association offices held by you that relate to this appointment:

NBAA (National Business Aviation Association) - Member

HAI (Helicopter Aviation International) - Member

AOPA (Aircraft Owners & Pilots Association) - Member

EAA (Experimental Aircraft Association) - Member

10. List three persons who have known you well within the past five (5) years. Include a current, complete address and telephone number. Exclude your relatives.

NAME	MAILING ADDRESS	ZIP CODE	AREA CODE/PHONE NUMBER
Michael Gillispie	535 Bost Road Wauchula, FL	33873	863-781-3971
Jennifer Dwyer	1605 SW Silverpine Way 110 H-2 Palm City, FL	34990	772-480-2689
Sam Harris	1075 SE St Lucie Blvd Stuart, FL	34996	513-520-4624

11. Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have

been or will be appointed? Yes ☒ No ☐ If "Yes", explain:

I note that board meetings are on the 1st Monday of each month. I do have prior obligations on January 5th and March 2nd, of 2026. I can attend remotely if possible. Otherwise, I am fully available to attend to my duties.

12. If required by law or administrative rule, will you file financial disclosure statements? Yes ☒ No ☐

Michael Thompson

Signature of Applicant

CITY OF WAUCHULA

BOARDS & COMMITTEES

AIRPORT ADVISORY BOARD: ** (3 yr term)

Michael Burch (12/26)

~~Steve Johnson~~ (12/25~~8~~)

Michael Gillespie (12/25)

~~Ward Grimes~~ (12/27)

Michael Landskroner (12/27)

CEMETERY COMMITTEE: *

Nadaskay (Chair)

Christina Trevino

Charles Vantries

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL: *

Commissioner Anne Miller

FINANCE/AUDIT COMMITTEE: *

Department Heads: John Eason, Chief Ron Curtis, Jessica Newman, Sandee Braxton, Kyle Long, Ward Grimes, ~~Terri Svendsen~~ Stephanie Camacho

City Manager: Olivia Minshew

Commissioners: Russell Smith

HARDEE COUNTY RECREATIONAL COMPLEX: *

Dr. Sherri Albritton

Olivia Minshew

HISTORIC PRESERVATION BOARD: * (4 yr term)

Cynthia Paxton (12/27)

Vacant (12/25~~9~~)

Tanya Royal, Chair (12/28)

Linda Burnett (12/28)

~~Dr. Sylvia Collins~~ (12/28)

PRM BOARD OF DIRECTORS:

Stephanie Camacho

Sandee Braxton – Alternate

PENSION ADVISORY COMMITTEE: * (2 yr term)**John Eason – *City Manager Appointee* (2/2028)

Chris Collier (2/2026)

Steve Prine (2/2027)

Rob Ehrenkauf (2/2027)

Stephanie Camacho (2/2027)

POLICE PENSION BOARD: (2 yr term)

Commissioner Nadaskay, Jr.* (12/25)

Commissioner G. Smith* (12/ 26)

Asst Chief Tom Fort*** (12/257)

Lt Robert Ehrenkauf*** (12/26)

James Braddock***** (12/26)

PLANNING & ZONING BOARD*: (3 yr term)

Thomas Stanton (12/2026)

Garry Phillips, Chair (12/26)

Donna Steffens, Vice-Chair (12/27)

~~Wayne Johnson~~ (12/27)

Brett Dowden (12/20258)

INSURANCE REVIEW COMMITTEE: *

Department Heads: John Eason, Chief Ron Curtis, Jessica Newman, Sandee Braxton, Kyle Long, Ward Grimes

HR Manager: ~~Terri Svendsen~~Stephanie Camacho

City Manager: Olivia Minshew

Commissioner: Russell Smith

TOURIST DEVELOPMENT COUNCIL: *** (4 yr term)**

Dr. Sherri Albritton (09/20/2028)

*Appointed by Mayor with Commission approval.

**Recommended by Airport Advisory with Commission approval.

***Employee elected.

***** Chosen by other 4 members. Appointed by Commission as a ministerial duty.

RESOLUTION 2025-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AUTHORIZING THE EXECUTION OF CONSTRUCTION AGREEMENT NO. 2025-C-191-00001 BETWEEN THE CITY OF WAUCHULA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF PORTIONS OF HOGAN STREET WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wauchula has received a Rural Infrastructure Grant to construct a new roadway known as Hogan Street to provide a connection between northbound and southbound U.S. Highway 17; and

WHEREAS, portions of the Hogan Street construction will occur within the existing right-of-way owned and maintained by the Florida Department of Transportation (FDOT); and

WHEREAS, Section 334.044, Florida Statutes, authorizes FDOT to coordinate the planning, development, and operation of the State Highway System, and Section 20.23(6), Florida Statutes, authorizes FDOT to contract with local governmental entities for such purposes; and

WHEREAS, FDOT Construction Agreement No. 2025-C-191-00001 establishes the terms and conditions under which the City of Wauchula, as Construction Coordinator, may construct the Hogan Street improvements within FDOT right-of-way; and

WHEREAS, the City acknowledges that the improvements constructed within FDOT right-of-way will become the property of FDOT upon completion and acceptance of the work; and

WHEREAS, the City Commission finds that entering into said Construction Agreement is in the best interest of the City and serves a valid public purpose by improving local transportation connectivity and safety; and

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.** On the below date, The City Commission approved by majority vote the execution of the Construction Agreement NO. 2025-0C-191-00001 and authorized its City Manager to execute the Agreement, which is attached hereto as Exhibit A.

2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption, and an executed original Resolution will be forwarded by the City of Wauchula to FDOT along with the Construction Agreement.

This Resolution was adopted by a motion of Commissioner _____, seconded by Commissioner _____ with the majority vote favoring the same this 10th day of November, 2025.

(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
CONSTRUCTION AGREEMENT

Item # 6.
MAINT
OGC – 10/23
Page 1 of 5

Construction Agreement No.: 2025-C-191-00001

THIS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 801 N Broadway Ave, Bartow, FL 33830
(hereinafter referred to as the "DEPARTMENT") and City of Wauchula 126 South 7th Ave, Wauchula, FL 33873
(hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044, Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 20.23(6), Florida Statutes, the DEPARTMENT is authorized to contract with local governmental entities and with the private sector under specific circumstances; and

WHEREAS, Section 339.282, Florida Statutes, provides incentives to private sector entities that finance, construct, and improve public transportation facilities; and

WHEREAS, pursuant to Section 334.175(2), Florida Statutes, the DEPARTMENT is required to review the Project's design plans for compliance with Department design standards; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to
SR 35 Section 010 Subsection 102 from Begin MP 0.872 to End MP 1.424
Local Name _____ located in Polk County (hereinafter
referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the DEPARTMENT upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of _____. **See attached Exhibit A Scope of Services/Special Provisions.**
2. The Project shall be designed and constructed in accordance with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction ("FDOT Standard Specifications"), FDOT Standard Plans and FHWA Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the FDOT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT Design Manual, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook") and the FDOT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and written approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive written approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the Project at all times and coordinate any work needs of the DEPARTMENT during construction of the Project.
3. In its sole discretion, the DEPARTMENT may reject designs which do not meet DEPARTMENT standards. The DEPARTMENT may also, in its sole discretion, allocate DEPARTMENT-managed resources, including structures engineers and/or project managers, to projects involving complex design structures and other design structures not commonly used by the DEPARTMENT. In addition, all complex bridges and bridge types not commonly used by the DEPARTMENT constructed via this Agreement will be monitored and inspected by DEPARTMENT personnel.
4. The Construction Coordinator shall provide the DEPARTMENT a minimum of 2 business days' notice before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.
5. Pursuant to Section 7-13 of the FDOT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than zero and 00/100 Dollars (\$ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than zero and 00/100 Dollars (\$ 0.00) for property damage, or a combined coverage of not less than zero and 00/100 Dollars (\$ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide

the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity, they will be exempt from these requirements.

6. The Construction Coordinator shall be responsible for monitoring construction operations and Temporary Traffic Control (TTC) throughout the course of the Project in accordance with the latest edition of the FDOT Standard Specifications, Section 102, Maintenance of Traffic, and FDOT Standard Plans, 102-600 series. The Construction Coordinator is responsible for the development of a TTC Plan and making any changes to that plan as necessary. Any TTC plan developed by the Construction Coordinator that deviates from the FDOT Standard Plans must be signed and sealed by a professional engineer. TTC plans will require written approval by the DEPARTMENT prior to implementation.
7. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
8. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
9. The Construction Coordinator shall take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the DEPARTMENT'S first priority. If lane or road closures are required to ensure the life, health, and safety of the travelling public, the Construction Coordinator must notify the District Maintenance Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The DEPARTMENT expects professional engineering judgement be applied in all aspects of locally or privately delivered projects. Defect management and supervision of Project bridge structures components must be proactively managed, monitored, and inspected by DEPARTMENT prequalified structures engineer(s). The District Maintenance Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Construction Coordinator shall also ensure compliance with the DEPARTMENT Construction Project Administration Manual, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.
10. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest, or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy, or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.
11. The Construction Coordinator shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
12. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, and local governmental entities.
13. The Construction Coordinator is responsible for the provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the Construction Coordinator 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 written approval of the DEPARTMENT, a local government agency may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing local government staff that meet the requirements of this paragraph, or a combination thereof.
14. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.
15. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate

Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days' prior written notice of termination to the Construction Coordinator.

16. The Construction Coordinator shall be responsible for maintaining and restoring all features that might require relocation within the DEPARTMENT right of way.
17. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
18. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance with the Plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
19. If the DEPARTMENT determines that the Project is not completed in accordance with the Provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) file a claim against the payment and performance bond with the Surety for correction of the deficiency(ies) and completion of the contract; or 3) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice. If no payment is received within thirty (30) days from date of invoice submittal, the DEPARTMENT will file a claim against the bond for all expenses incurred, including services incidental to collecting losses.
20. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.
21. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below. Electronic means of communication shall be sufficient if emailed to the parties at the contact information listed below.
22. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.
23. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
24. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.
25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.
26. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.
27. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.
28. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquishment in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.
29. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
30. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.
31. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Modifications to the Agreement shall be included in Appendix B.

32. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.
33. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and
34. The Construction Coordinator shall expressly require any 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 subcontractor during the contract term.
35. The Construction Coordinator shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the services being performed by the Construction Coordinator.
 - B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT. The Construction Coordinator shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the DEPARTMENT a copy of the Construction Coordinator's response to each such request.

IF THE CONSTRUCTION COORDINATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION COORDINATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, FL 32399-0458

CONSTRUCTION COORDINATOR CONTACT INFORMATION:

Name Kyle Long Title Community Development Director
Office No. 8637739193 Cell _____ Email klong@cityofwauchula.com
Address 126 South 7th Avenue, Wauchula, FL
33873

DEPARTMENT CONTACT INFORMATION:

Name Donna Carver Title Permit Coordinator
Office No. 863-491-1806 Cell 863-993-5437 Email donna.carver@dot.state.fl.us
Address 8703 US Hwy 17 S, Zolfo Springs, FL 33890

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

_____ (Print Name)

_____ (Title)

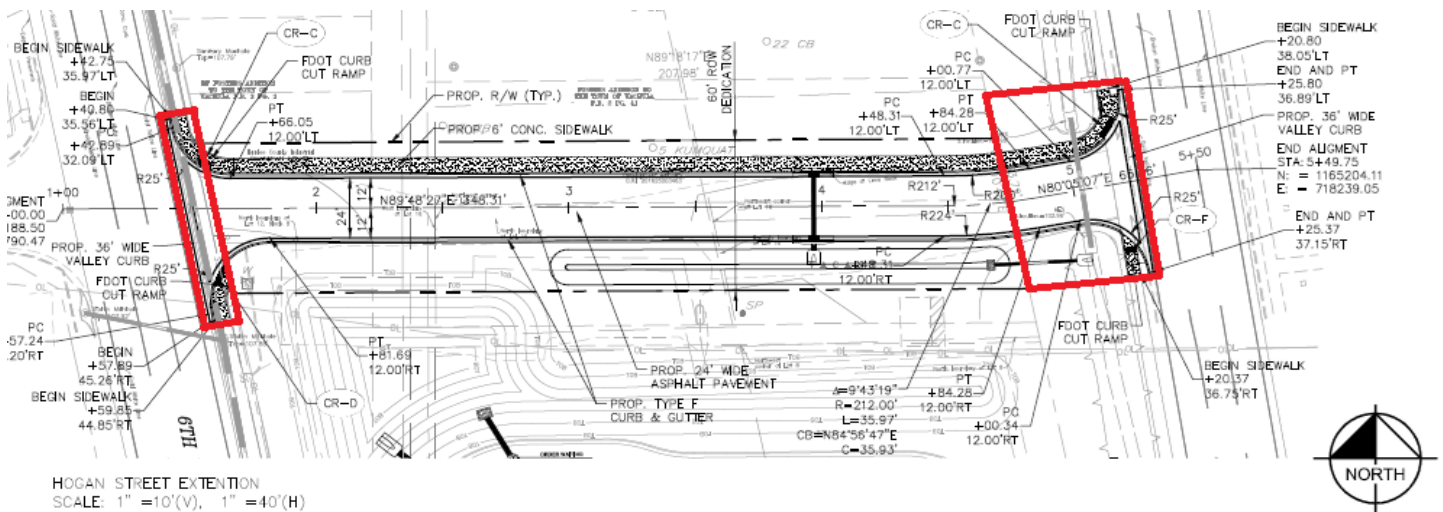
_____ (Date)

Legal Review:

EXHIBIT A

The scope of work to be completed within the FDOT right-of-way and become FDOT property consists of the following:

1. 20 TN Type SP asphalt (174 SY, 2" thick)
2. 262 SY optional base Group 9
3. 262 SY 12" stabilized subgrade LBR 40 OR 6" additional base in lieu of.
4. 157 LF valley gutter
5. 117 LF Type F curb and gutter
6. 68 SY 4" concrete sidewalk
7. 54 SF detectable warning mat
8. 28 LF reinforced concrete pipe 12"
9. 1 mitered end section, 12" round, CD
10. 10 SY 4" non-reinforced concrete ditch pavement
11. 197 SY performance turf, sod
12. 2 EA single post signs, less than 12 SF
13. 94 LF 24" white thermoplastic striping
14. 125 LF 12" white thermoplastic striping
15. 228 LF 6" yellow thermoplastic striping
16. 1 EA thermoplastic white preformed traffic arrow



RESOLUTION 2025-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO A STANDARD GRANT AGREEMENT NUMBER HL336 WITH THE STATE OF FLORIDA DEPARTMENT OF COMMERCE FOR THE HARDENED PUBLIC SAFETY FACILITY PROJECT; 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 authorized 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 construct a Hardened Public Safety Facility Project; 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 Commerce for the Hardened Public Safety Facility Project; and,

WHEREAS, the Department of Commerce is willing to enter into said agreement; and,

WHEREAS, the Department of Commerce has programmed \$5,000,000 to reimburse the City of Wauchula for the construction of a hardened public safety facility 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 Commerce Standard Grant Agreement HL336 and any subsequent amendments and other documents specifically related to said Agreement attached hereto as Exhibit “A”.
2. **EFFECTIVE DATE:** This Resolution shall take effect immediately upon adoption.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 8th day of December, 2025, 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

Agreement No. HL336

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER HL336 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Wauchula, Florida, a local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6- Total Compensation Paid to Non-Profit Personnel Using State Funds

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025 (the “Effective Date”) and shall continue until the earlier to occur of (a) June 30, 2027 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to \$5,000,000.00 in consideration for Grantee’s performance under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the

Agreement No. HI.336

prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by

Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

- 5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's

business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner,

Agreement No. HI.336

Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents that subcontractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number,

Agreement No. III.336

description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment I: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

Agreement No. HL336

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

Agreement No. III.336

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's

Agreement No. HL336

sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
City Of Wauchula, Florida	John Eason
126 South 7th Avenue	126 South 7th Avenue
Wauchula, FL 33873	Wauchula, FL 33873
(863) 773-3115	(863) 773-3131
	jeason@cityofwauchula.com

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

Prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

Agreement No. HI.336

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

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

[Remainder of page left intentionally blank; Attachments to follow after signature page]

Agreement No. HI.336

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF
COMMERCE

CITY OF WAUCHULA, FLORIDA

By
J. Alex Kelly
Signature: J. Alex Kelly

By
Richard Keith Nadaskay, Jr.
Signature: Richard Keith Nadaskay, Jr.

Title Secretary

Title Mayor

Date 11/19/2025

Date _____

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: David Tropin

Approved Date: 11/19/2025

ATTACHMENT 1 SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2025-2026 General Appropriations Act, Chapter 2025-198, Laws of Florida, line item 2112A, appropriated Five Million Dollars and Zero Cents (\$5,000,000.00) to the City of Wauchula for construction of a hardened Public Safety Facility to house essential first responders including electrical line men, mutual aid functions with fire, police, EMS, and tree trimmers in a central location to avoid the need to find suitable living quarters during emergency response operations.

B. GRANTEE RESPONSIBILITIES:

1. Identification and Acquisition of Property: Identify, evaluate, and acquire (if needed) a suitable property to construct the hardened Public Safety Facility. Tasks include, but are not limited to:
 - a. Site identification and evaluation: The site identification and evaluation will include evaluating parcels within proximity to existing infrastructure and utilities, accessibility for heavy equipment and emergency response vehicles, flood zone classification and evaluation, environmental sensitivity and potential permitting constraints, future expansion potential and compatibility with adjacent land uses, preparation of site evaluation report summarizing finds with ranked recommendations based on suitability criteria. Grantee shall provide a copy of the site evaluation report to Commerce's Agreement Manager for the selected site.
 - b. Feasibility analysis: The feasibility analysis will include but not be limited to title search and ownership verification, boundary and topographic surveys, environmental site assessments, geotechnical evaluations, zoning and land use compliance review, written reports and classifications documenting findings and recommendations. Grantee shall provide a copy of the feasibility analysis to Commerce's Agreement Manager.
 - c. Appraisal and valuation: The appraisal and valuation will include obtaining at least one (1) independent property appraisal, ensuring appraisals reflect fair market value and are suitable for state funding reimbursement, providing copies of appraisals to the property owner for review and approval prior to negotiations. Grantee shall provide a copy of all appraisals obtained for the selected site to Commerce's Agreement Manager.
 - d. Negotiation and acquisition: Engage in good faith negotiations with property owners based on approved appraisals, preparation of all necessary documentation, including offer letters, purchase agreements, deeds, and closing costs, coordinate with legal counsel and title company for transaction closing. Grantee shall provide Commerce's Agreement Manager with copies of the purchase agreement.
 - e. Regulatory and environmental compliance: Coordinate with appropriate agencies to ensure environmental and permitting compliance to include environmental and historic preservation reviews; wetland, endangered species, or cultural resource consultations (if required); local planning and zoning approvals; maintain comprehensive documentation for all regulatory actions and approvals. Grantee shall provide Commerce's Agreement Manager with copies of regulatory and environmental compliance determinations, and planning and zoning approvals, as appropriate.
 - f. Documentation and recordkeeping: Maintain a complete file of all acquisition-related records including appraisals, environmental assessments and surveys; correspondence with property owners; copies of executed deeds and closing documents; title insurance policies and recorded instruments; compliance certifications; and deliver final land acquisition report summarizing all actions, findings, and documentation.
2. Pre-Construction: Tasks include, but are not limited to:
 - a. Architecture/engineering to include site surveys, geotechnical studies, conceptual design, and preparation of full construction drawings and specifications. The scope will also cover structural,

civil, mechanical, electrical, and plumbing design, along with cost estimates, code compliance, and permitting support. Grantee shall provide Commerce's Agreement Manager with copies of the following:

- 1) Site surveys
 - 2) Geotechnical studies
 - 3) Conceptual design
 - 4) Construction drawings and specifications.
- b. Solicitation process: Preparing and issuing bid documents, advertising the project, evaluating contractor proposals, and ensuring compliance with procurement requirements. This phase will conclude with the selection and contracting of qualified vendors and construction firms. Grantee shall provide a copy of the bid documents to Commerce's Agreement Manager.
 - c. Permitting, including the preparation and submission of applications to local and state agencies for all required construction approvals. Coordination with regulatory authorities will ensure compliance with building codes, zoning regulations, environmental standards, and public safety requirements. Grantee shall provide Commerce's Agreement Manager with copies of permits.
 - d. Administration will include financial management, compliance monitoring, progress reporting, and coordination with the funding agency. This ensures accurate documentation, timely reimbursements, and adherence to all grant requirements and audit standards.
 - e. Project management will involve oversight of scheduling, budgeting, procurement, and coordination among stakeholders. The project manager will ensure that milestones are met, risks are addressed, and the project is delivered on time and within budget.

3. Construction

- a. Engineering services during construction, including reviewing contractor submittals, responding to requests for information, and making site visits to verify compliance with design specifications. The design team will also provide technical guidance to resolve issues that arise during construction.
- b. Construction services: Will include all labor, materials, and equipment required to complete the hardened facility. Engineering and inspection services (CEI) will provide on-site oversight, quality assurance, and verification that construction activities meet contract specifications, safety standards, and performance requirements.
- c. Grantee may be reimbursed upon completion of construction in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%.

B. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

C. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B.1 of this Scope of Work.	Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Section B.1 of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment.	\$350,000.00

		<p>Completion shall be documented by submission of the supporting documentation outlined in Section B.1.</p> <p>Invoices shall be submitted in accordance with Section F of this Scope of Work and shall be accompanied by the Minority and Service-Disabled Veterans Business Enterprise Report in accordance with Section E.2 of this Scope of Work.</p>		
2	Complete tasks in accordance with Section B.2 of this Scope of Work.	<p>Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Section B.2 of this Scope of Work. Completion shall be documented by submission of the supporting documentation outlined in Section B.2.</p> <p>Invoices shall be submitted in accordance with Section F of this Scope of Work and shall be accompanied by the Minority and Service-Disabled Veterans Business Enterprise Report in accordance with Section E.2 of this Scope of Work.</p>	Failure to meet the Minimum Level of Service shall result in non-payment.	\$860,000.00
3	Complete tasks in accordance with Section B.3 of this Scope of Work.	<p>Grantee may request reimbursement upon completion of construction in the following increments: 10% or, 20% or, 30% or, 40% or, 50% or, 60% or, 70% or, 80% or, 90% or and 100% or. Percentage of</p>	Failure to meet the Minimum Level of Service shall result in non-payment.	\$3,790,000.00

		<p>completion shall be evidenced by submission of AIA G702/G703 forms, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.</p> <p>Invoices shall be submitted in accordance with Section F of this Scope of Work and shall be accompanied by the Minority and Service-Disabled Veterans Business Enterprise Report in accordance with Section E.2 of this Scope of Work.</p>		
TOTAL AMOUNT NOT TO EXCEED: \$5,000,000.00				

COST SHIFTING: The deliverable amounts specified within the Deliverables section D table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **20%** of each deliverable total funding amount. Changes that exceed **20%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be

Agreement No. HH336

reached at (850) 245-7455 to answer concerns and questions.

3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

All compensation reports must:

- Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
- Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
- Provide a detailed percentage breakout between State and Federal funding sources.

Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one (1) invoice as needed for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in

Agreement No. H1.336

- the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during the Agreement period;
- b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
 - g. A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts, etc.).
3. Commerce may require any other information from Grantee that Commerce deems necessary to verify that the services have been rendered under the Agreement.
 4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
 5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's SERA. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
 6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2025, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide with each quarterly report updates on the positive return on investment to the State that results from the Grantee's project and its use of monies provided under this Agreement.

- H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit

Agreement No. HL336

complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Agreement No. HL336

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Agreement No. HL336

EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project - **FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and
Community Development/ \$5,000,000.00**

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

1. ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Agreement No. HL336

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
 FEIN: _____
 Grantee's Fiscal Year: _____
 Contact Person Name and Phone Number: _____
 Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If Yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If Yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart f, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

 Signature of Authorized Representative

 Date

 Printed Name of Authorized Representative

 Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)
Commerce Contract Number:
Commerce Project Name:

Contract Amount
\$0.00
MBE Participation Amount:
\$0.00
DV Participation Amount:
\$0.00
MBE Percentage
DV Percentage
Contract Vendor Invoice # 0 Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)
** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)
* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business
INCLUDE THIS FORM WITH YOUR INVOICE

Agreement No. IH.336

Attachment 5
Total Compensation for Executive Leadership
 (Executive Order 20-44)

Entity Name: _____

Fiscal Year End (Month-Year): _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:**Executive Leadership:** Anyone who is included by name or title on the form 990, part VII, or Schedule J.**Cash Equivalents:** Gift cards, vouchers, tickets, or other items of monetary value.**Other Payouts:** Cell phone allowances, tuition, gym memberships, car allowances, etc.**Employer-Paid Insurance Benefits:** Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).**Accrued Leave and Holiday Benefits:** Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

Agreement No. HH.336

ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:			
Title:			
Agency Agreement/Contract #			
Total Contract Amount			
Contract Term:			
Invoice Number			
Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
Name:			
Signature:			
Title:			
Date:			

ORDINANCE 2025-16

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE UPDATE OF THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND 5-YEAR CAPITAL IMPROVEMENTS PLAN OF THE CITY OF WAUCHULA 2030 COMPREHENSIVE PLAN, SAID AMENDMENT BEING KNOWN AS “AMENDMENT 25-01CIE”; PROVIDING FOR TRANSMISSION OF THIS ORDINANCE TO FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes, establishes the Community Planning Act (“Act”), which empowers and mandates the City of Wauchula, Florida, (the “City”) to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

WHEREAS, Section 163.3177(3)(a)3.(b), Florida Statutes, requires local governments, to review on an annual basis and modify as necessary the Capital Improvements Element and 5-Year Capital Improvements Plan; and

WHEREAS, the Commission has determined that it is in the best interest of the public health, safety and general welfare of the residents of the City to amend the Capital Improvements Element and 5-Year Capital Improvements Plan consistent with the requirements of Section 166.041, Florida Statutes; and

WHEREAS, in exercise of its authority the Commission has determined it necessary to adopt this amendment to the Plan, which is attached hereto as **Exhibit “A”** and by this reference made a part hereof, to ensure that the Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, the Commission held meetings and hearings on Amendment 25-01ESR, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

Section 1. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

Section 2. The City of Wauchula hereby amends the following Element of its Comprehensive Plan: Capital Improvements Element (the “CIE”) including the annual update of the 5-Year Capital Improvements Plan (the “CIP”). Said amendment is set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof.

Section 3. A certified copy of this enacting ordinance and certified copy of the City of Wauchula Comprehensive Plan shall be located in the Office of the City Clerk of Wauchula. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 4. If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this ordinance are hereby declared severable.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall take effect immediately upon its adoption.

Section 7. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of ____, 2025.

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

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

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

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

**CITY OF WAUCHULA
EXHIBIT "A"**

AMENDED

CAPITAL IMPROVEMENTS ELEMENT

UPDATED 5-YEAR CAPITAL IMPROVEMENT PLAN

CIP TABLE

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
10th Avenue Pedestrian, Roadway and Drainage Improvements	Infrastructure	Roads	10th Avenue	FDOT	\$2,570,630.0 0	2024-2025
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2024-2025
Advanced Metering Infrastructure (AMI) Design and Installation	Infrastructure	Meter Reader	City Wide	DEP	\$4,750,000.0 0	2024-2025
Airport T-Hangars Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$2,500,000.0 0	2024-2025
Alabama Street Roadway Improvements	Infrastructure	Roads	Alabama Street	FDOT	\$359,888.00	2024-2025
Auditorium Improvements Ceiling and Backstage	Facility	Historic City Hall	225 E Main St	CRA	\$500,000.00	2024-2025
Bay Street Sidewalk 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Court Street Roadway Improvements	Infrastructure	Roads	Court Street	FDOT	\$184,223.00	2024-2025
Diana Street Sidewalk 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	CRA	\$632,542.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	Legislative Appropriations	\$2,867,458.0 0	2024-2025
Garden Club Roof	Facility	Buildings	131 N. 8th Ave	General Fund	\$15,000.00	2024-2025
Hanchey Road Reconductoring (Engineering and Construction)	Infrastructure	Electric	Hanchey Road	Utility Fund	\$100,000.00	2024-2025
Heard Bridge Water Line Loop Design	Infrastructure	Water	Heard Bridge	EDA	\$170,000.00	2024-2025
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	\$1,050,000.0 0	2024-2025
LED Street Lighting	Infrastructure	Electric	City Wide	Utility Fund	\$40,000.00	2024-2025
Liftstation Lining Hardee Manor, Briarwood	Infrastructure	WWTP	City Wide	Utility Fund	\$12,000.00	2024-2025
New Terminal/Pilots Lounge Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$500,000.00	2024-2025
Paving Melendy Street	Infrastructure	Roads	Melendy Street	FDOT	\$899,923.00	2024-2025
Replace Sewer between Knollwood Circle and Farr Field	Infrastructure	Sewer	Knollwood Farr Field	Utility Fund- Reserves	\$345,000.00	2024-2025
Riverview Heights Water Line Loop Design	Infrastructure	Water	Riverview	EDA	\$195,000.00	2024-2025

Road Improvements—Oak, Bay, & Palmetto	Infrastructure	Roads	City-Wide	HUD	\$2,000,000.00	2024-2025
Runway Extension Study, Design & Construction	Infrastructure	Airport	Wauchula Airport	FDOT	\$9,850,000.00	2024-2025
Sewer Manhole Lining	Infrastructure	Sewer	City-Wide	Utility Fund	\$30,000.00	2024-2025
South Florida Avenue Water & Wastewater Extension	Infrastructure	Water/Sewer	S. FL Ave	EDA	\$200,000.00	2024-2025
Southwest Area Elevated Water Tower with Transmission Lines	Infrastructure	Water	Southwest	Appropriation	\$8,212,789.00	2024-2025
Street Sign Replacement	Infrastructure	Roads	City Wide	General Fund	\$8,500.00	2024-2025
Substation Spare Breaker & Relay	Infrastructure	Electric	111 E Bay Street	Utility Fund	\$51,000.00	2024-2025
Tennessee Street Roadway Improvements	Infrastructure	Roads	Tennessee Street	FDOT	\$405,509.00	2024-2025
Turner Avenue Roadway Improvements	Infrastructure	Roads	Turner Avenue	FDOT	\$441,323.00	2024-2025
Underground Reconductoring at Valencia	Infrastructure	Electric	City-Wide	Utility Fund	\$30,000.00	2024-2025
Abandon Sewer Behind Stadium—Reroute to Orange Ave	Infrastructure	Sewer	Wilcat Way—Orange Ave	SRF	\$743,000.00	2025-2026
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	Airport Fund	\$7,200.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FDOT	\$28,800.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FAA	\$324,000.00	2025-2026
Auditorium Improvements—Fire Protection & ADA	Facility	Historic City Hall	225 E Main St	Legislative Appropriation	\$1,000,000.00	2025-2026
Bay Street Sidewalk—500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2025-2026
Clay Pipe Lining (or replacement)	Infrastructure	Sewer	City-Wide	Utility Fund	\$40,000.00	2025-2026
Design Apron Expansions—Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$5,000.00	2025-2026
Design Apron Expansions—Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FDOT	\$5,000.00	2025-2026
Design Apron Expansions—Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FAA	\$90,000.00	2025-2026
Downing Circle Mill and Repave	Infrastructure	Roads	Downing Circle	General Fund	TBD	2025-2026
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	\$10,000.00	2025-2026
Heard Bridge Water Line Loop Construction	Infrastructure	Water	Heard Bridge	TBD	\$1,314,000.00	2025-2026
Hidden Creek Street Lights	Infrastructure	Roads	Hidden Creek	General Fund	TBD	2025-2026
In-Fill Housing Project	Facility	CRA	CRA-Wide	CRA	\$180,000.00	2025-2026

LED Street Lighting	Infrastructure	Electric	City Wide	Utility Fund	\$30,000.00	2025-2026
Liftstation Lining- Stenstrom, Garden Drive	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2025-2026
Linecrew Office Building	Facility	Electric	1108 E Main St	Utility Fund	\$3,000,000.00	2025-2026
New Flooring in City Admin (Carpet 1/2 of Building)	Facility	Flooring	126 S 7th Avenue	General Fund	\$20,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$70,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	FAA	\$280,000.00	2025-2026
Pavement Management Plan	Research and Development	Roads	City Wide	General Fund	\$75,000.00	2025-2026
Paving/Parking at Warehouse	Facility	Parking Lot	1108 E Main St	Utility Fund	\$100,000.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	General Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Utility Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Sanitation Fund	\$15,375.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	FDEM HMGP	\$184,300.00	2025-2026
Replace Sewer Line on Walton	Infrastructure	Sewer	Walton	Utility Fund	\$350,000.00	2025-2026
Resurface South Admin Parking Lot	Infrastructure	Parking Lot	126 S 7th Avenue	General Fund	\$100,000.00	2025-2026
Riverview Heights Water Line Loop Construction	Infrastructure	Water	Riverview	TBD	\$2,305,000.00	2025-2026
S. 7th Avenue Sidewalk	Infrastructure	Roads	7th Ave Bay to Melendy	CRA	\$54,000.00	2025-2026
S. 8th Avenue Sidewalk	Infrastructure	Roads	8th Ave Orange to Melendy	CRA	\$61,000.00	2025-2026
Sewer Manhole Lining	Infrastructure	Sewer	City Wide	Utility Fund	\$30,000.00	2025-2026
Stormwater Master Plan Update	Research and Development	Roads	CRA Wide	CRA	\$75,000.00	2025-2026
Street Sign Replacement	Infrastructure	Roads	City Wide	General Fund	\$10,000.00	2025-2026
Substation Testing	Infrastructure	Electric	Substation	Utility Fund	\$40,000.00	2025-2026
Water Facilities Plan Update	Research and Development	Water	City Wide	Utility Fund	\$75,000.00	2025-2026
Abandon Sewer Behind Oak Forest- Reroute to Sunset Park	Infrastructure	Sewer	Oak Forest- Sunset Park	SRF	\$300,000.00	2026-2027

Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2026-2027
Clay Pipe Lining (or replacement)	Infrastructure	Sewer	City Wide	Utility Fund	\$40,000.00	2026-2027
Construct Apron Expansion- Phase 1	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$25,000.00	2026-2027
Construct Apron Expansion- Phase 1	Infrastructure	Airport	Wauchula Airport	FDOT	\$25,000.00	2026-2027
Construct Apron Expansion- Phase 1	Infrastructure	Airport	Wauchula Airport	FAA	\$450,000.00	2026-2027
Hardee Crossings	Infrastructure	Electric	City Wide	Utility Fund	\$10,000.00	2026-2027
Liftstation Lining- Downing Circle, Gibbs, Hardee High	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2026-2027
New Flooring in City Admin (Carpet 1/2 of Building)	Facility	Flooring	126 S 7th Avenue	General Fund	\$15,000.00	2026-2027
Solar Farm Project	Infrastructure	Electric	City Wide	Utility Fund	TBD	2026-2027
Underground Knollwood	Infrastructure	Electric	City Wide	Utility Fund	TBD	2026-2027
Underground Oak Forest/Crosby	Infrastructure	Electric	City Wide	Utility Fund	TBD	2026-2027
Electric Distribution and Coordination Study	Research and Development	Electric	City Wide	Utility Fund	\$50,000.00	2027-2028
Liftstation Lining- First Christian, REA	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2027-2028
Substation Testing	Infrastructure	Electric	Substation	Utility Fund	\$40,000.00	2027-2028
Wastewater Facilities Plan Update	Research and Development	Sewer	City Wide	Utility Fund	\$75,000.00	2027-2028
Industrial Park Access Road- Design	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$30,000.00	2028-2029
Industrial Park Access Road- Design	Infrastructure	Airport	Wauchula Airport	FAA	\$30,000.00	2028-2029
Liftstation Lining- Will Duke, Farm Bureau	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2028-2029
Replace Sewer from LS#3 Down Carlton Street	Infrastructure	Sewer	Farr Field- Carlton Street	SRF	\$602,000.00	2028-2029

<u>Project</u>	<u>Type</u>	<u>Subtype</u>	<u>Location</u>	<u>Revenue Source Detail</u>	<u>Cost Allocation</u>	<u>Schedule (Fiscal Year)</u>
<u>1st Avenue Sidewalk</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Bay Street</u>	<u>CRA</u>	<u>\$13,000</u>	<u>2025-2026</u>
<u>Advanced Metering Infrastructure (AMI) Design and Installation</u>	<u>Infrastructure</u>	<u>Meter Reader</u>	<u>City-Wide</u>	<u>DEP</u>	<u>\$4,750,000</u>	<u>2025-2026</u>
<u>Airport Deepwell Design</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$1,332,938</u>	<u>2025-2026</u>
<u>Airport Fuel Farm</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>FAA</u>	<u>\$159,000</u>	<u>2025-2026</u>
<u>Airport Fuel Farm</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>FDOT</u>	<u>\$7,000</u>	<u>2025-2026</u>
<u>Airport Rotating Beacon and Tower</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$325,000</u>	<u>2025-2026</u>
<u>Airport T-Hangars- Design & Construction #1</u>	<u>Facility</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$2,500,000</u>	<u>2025-2026</u>
<u>Airport T-Hangars- Design & Construction #2</u>	<u>Facility</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$5,000,000</u>	<u>2025-2026</u>
<u>Alabama Street Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Alabama Street</u>	<u>FDOT</u>	<u>\$359,888</u>	<u>2025-2026</u>
<u>Auditorium Improvements- Ceiling and Backstage</u>	<u>Facility</u>	<u>Historic City Hall</u>	<u>225 E Main St</u>	<u>CRA</u>	<u>\$500,000</u>	<u>2025-2026</u>
<u>Auditorium Improvements- Fire Protection & ADA</u>	<u>Facility</u>	<u>Historic City Hall</u>	<u>225 E Main St</u>	<u>Legislative Appropriation</u>	<u>\$2,500,000</u>	<u>2025-2026</u>
<u>Bay Street Sidewalk- 1600 Feet</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Bay Street</u>	<u>CRA</u>	<u>\$26,000</u>	<u>2025-2026</u>
<u>Downing Circle Mill and Repave</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Downing Circle</u>	<u>General Fund</u>	<u>\$230,000</u>	<u>2025-2026</u>
<u>Farr Field Recreation Complex</u>	<u>Facility</u>	<u>Parks</u>	<u>Florida Avenue</u>	<u>CRA</u>	<u>\$632,542</u>	<u>2025-2026</u>
<u>Farr Field Recreation Complex</u>	<u>Facility</u>	<u>Parks</u>	<u>Florida Avenue</u>	<u>Legislative Appropriation</u>	<u>\$2,867,458</u>	<u>2025-2026</u>
<u>Hardee Crossings</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$10,000</u>	<u>2025-2026</u>
<u>Heard Bridge Water Line Loop Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Heard Bridge</u>	<u>TBD</u>	<u>\$314,000</u>	<u>2025-2026</u>
<u>Heardbridge Loop Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Heardbridge Road</u>	<u>EDA</u>	<u>\$1,000,000</u>	<u>2025-2026</u>
<u>Heritage Park Restroom Improvements</u>	<u>Infrastructure</u>	<u>Parks</u>	<u>Heritage Park</u>	<u>Legislative Appropriation</u>	<u>\$500,000</u>	<u>2025-2026</u>
<u>Hidden Creek Street Lights</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Hidden Creek</u>	<u>General Fund</u>	<u>\$50,000</u>	<u>2025-2026</u>
<u>Hogan Street Extension</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Hogan Street</u>	<u>Rural Infrastructure Grant</u>	<u>\$441,125</u>	<u>2025-2026</u>
<u>In-Fill Housing Project</u>	<u>Facility</u>	<u>CRA</u>	<u>CRA Wide</u>	<u>CRA</u>	<u>\$1,245,000</u>	<u>2025-2026</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2025-2026</u>

<u>New Terminal/Pilots Lounge- Design & Construction</u>	<u>Facility</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$500,000</u>	<u>2025-2026</u>
<u>Paving/Parking at Warehouse</u>	<u>Facility</u>	<u>Parking Lot</u>	<u>1108 E Main St</u>	<u>Utility Fund</u>	<u>\$100,000</u>	<u>2025-2026</u>
<u>Peace Drive Sewer Replacement</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$40,000</u>	<u>2025-2026</u>
<u>Power Plant Demolition</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>Substation</u>	<u>Legislative Appropriation</u>	<u>\$4,000,000</u>	<u>2025-2026</u>
<u>Power Plant Site Rehabilitation</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>Substation</u>	<u>CRA</u>	<u>\$1,000,000</u>	<u>2025-2026</u>
<u>Public Safety Essential Response Facility</u>	<u>Facility</u>	<u>Electric</u>	<u>1108 E Main St</u>	<u>Legislative Appropriation</u>	<u>\$5,000,000</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>General Fund</u>	<u>\$15,350</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>FDEM-HMGP</u>	<u>\$184,300</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>Utility Fund</u>	<u>\$15,350</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>Sanitation Fund</u>	<u>\$15,375</u>	<u>2025-2026</u>
<u>Replace Sewer between Knollwood Circle and Farr Field</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Walton</u>	<u>Utility Fund</u>	<u>\$450,000</u>	<u>2025-2026</u>
<u>Riverview Heights Water Line Loop Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Riverview</u>	<u>TBD</u>	<u>\$2,305,000</u>	<u>2025-2026</u>
<u>Riverview Heights Water Line Loop Design</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Riverview</u>	<u>EDA</u>	<u>\$195,000</u>	<u>2025-2026</u>
<u>Road Improvements- Oak, Bay, & Palmetto</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>City-Wide</u>	<u>HUD</u>	<u>\$2,000,000</u>	<u>2025-2026</u>
<u>Runway Extension Study, Design & Construction</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>FDOT</u>	<u>\$9,950,000</u>	<u>2025-2026</u>
<u>S. 8th Avenue Sidewalk</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>8th Ave- Orange to Melendy</u>	<u>CRA</u>	<u>\$61,000</u>	<u>2025-2026</u>
<u>Senior Center Design and Construction</u>	<u>Infrastructure</u>	<u>General</u>	<u>Oak Street</u>	<u>Legislative Appropriation</u>	<u>\$3,000,000</u>	<u>2025-2026</u>
<u>Southwest Area Elevated Water Tower with Transmission Lines</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Southwest</u>	<u>Legislative Appropriation</u>	<u>\$8,212,789</u>	<u>2025-2026</u>
<u>Tennessee Street Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Tennessee Street</u>	<u>FDOT</u>	<u>\$405,509</u>	<u>2025-2026</u>
<u>Underground Reconductoring at Valencia</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$30,000</u>	<u>2025-2026</u>
<u>10th Ave Stormwater Pipe Lining (if not done with SCOP project)</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>10th Ave- Peace to FL</u>	<u>General Fund</u>	<u>\$250,000</u>	<u>2026-2027</u>

<u>10th Avenue Pedestrian, Roadway and Drainage Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>10th Avenue</u>	<u>FDOT</u>	<u>\$2,570,630</u>	<u>2026-2027</u>
<u>Abandon Sewer Behind Oak Forest- Reroute to Sunset Park</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Oak Forest - Sunset Park</u>	<u>SRF</u>	<u>\$300,000</u>	<u>2026-2027</u>
<u>Abandon Sewer Behind Stadium- Reroute to Orange Ave</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Wildcat Way - Orange Ave</u>	<u>SRF</u>	<u>\$743,000</u>	<u>2026-2027</u>
<u>Airport Deepwell Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>TBD</u>	<u>2026-2027</u>
<u>Construct Apron Expansion - Phase 1</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FDOT</u>	<u>\$25,000</u>	<u>2026-2027</u>
<u>Construct Apron Expansion - Phase 1</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$450,000</u>	<u>2026-2027</u>
<u>Construct Apron Expansion - Phase 1</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$25,000</u>	<u>2026-2027</u>
<u>Court Street Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Court Street</u>	<u>FDOT</u>	<u>\$184,223</u>	<u>2026-2027</u>
<u>Design Apron Expansions - Phase 1 and 2</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FDOT</u>	<u>\$5,000</u>	<u>2026-2027</u>
<u>Design Apron Expansions - Phase 1 and 2</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$90,000</u>	<u>2026-2027</u>
<u>Design Apron Expansions - Phase 1 and 2</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$5,000</u>	<u>2026-2027</u>
<u>Hanchey Road Reconductoring (Engineering and Construction)</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>Hanchey Road</u>	<u>Utility Fund</u>	<u>\$100,000</u>	<u>2026-2027</u>
<u>Hardee Crossings</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$10,000</u>	<u>2026-2027</u>
<u>Heard Bridge Water Line Loop Design</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Heard Bridge</u>	<u>EDA</u>	<u>\$170,000</u>	<u>2026-2027</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2026-2027</u>
<u>Resurface South Admin Parking Lot</u>	<u>Infrastructure</u>	<u>Parking Lot</u>	<u>126 S 7th Avenue</u>	<u>General Fund</u>	<u>\$100,000</u>	<u>2026-2027</u>
<u>S. 7th Avenue Sidewalk</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>7th Ave - Bay to Melendy</u>	<u>CRA</u>	<u>\$54,000</u>	<u>2026-2027</u>
<u>Solar Farm Project</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>TBD</u>	<u>2026-2027</u>
<u>South Florida Avenue Water & Wastewater Extension</u>	<u>Infrastructure</u>	<u>Water/Sewer</u>	<u>S. FL Ave</u>	<u>EDA</u>	<u>\$200,000</u>	<u>2026-2027</u>
<u>Turner Avenue Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Turner Avenue</u>	<u>FDOT</u>	<u>\$441,323</u>	<u>2026-2027</u>
<u>Underground Knollwood</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>TBD</u>	<u>2026-2027</u>

<u>Underground Oak Forest/Crosby</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>TBD</u>	<u>2026-2027</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2027-2028</u>
<u>Industrial Park Access Road- Design</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$30,000</u>	<u>2028-2029</u>
<u>Industrial Park Access Road- Design</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$30,000</u>	<u>2028-2029</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2028-2029</u>
<u>Replace Sewer from LS#3 Down Carlton Street</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Farr Field - Carlton Street</u>	<u>SRF</u>	<u>\$602,000</u>	<u>2028-2029</u>
<u>Industrial Park Access Road- Construction</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$400,000</u>	<u>2029-2030</u>
<u>Industrial Park Access Road- Construction</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$100,000</u>	<u>2029-2030</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2029-2030</u>



**CITY OF WAUCHULA
2025 ANNUAL UPDATE TO THE COMPREHENSIVE PLAN'S CAPITAL IMPROVEMENT ELEMENT (CIE)
STAFF REPORT & PROPOSED AMENDMENTS**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: December 8, 2025

REQUESTED ACTION: **A CITY-INITIATED AMENDMENT TO THE COMPREHENSIVE PLAN FOR THE 2025 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENT ELEMENT**

Ordinance 2025-16: An ordinance of the City of Wauchula, Florida, providing for the update of the adopted capital improvements element and 5-year capital improvements plan of the City of Wauchula 2030 Comprehensive Plan

BACKGROUND:

The Florida Statutes mandates that local governments should update and adopt the Capital Improvement Element (CIE) (including the CIE 5-Year Schedule of Improvements) after adoption of the Annual Budget and CIE.

SUMMARY:

The CIE must be reviewed on an annual basis and modified as necessary in accordance with Section 163.3187 or Section 163.3185, Florida Statutes. CIE amendments require only a single public hearing before the governing board which shall be an adoption hearing. The updated CIE may be transmitted to Florida Commerce for notification.

Adoption of the CIE is by ordinance. Exhibit "A" to the Ordinance contains the Capital Improvement Element Amendment and the 5-year schedule of capital improvements.

RECOMMENDATION:

The Central Florida Regional Planning Council recommends that the Planning and Zoning Board forward the 2025 annual update to the CIE to the City Commission with a recommendation for approval.

The CFRPC recommends that the City Commission approve the 2025 annual update the CIE.

If the City Commission votes to approve the amendment, the CFRPC will transmit this amendment on behalf of the City to Florida Commerce.

PLANNING AND ZONING BOARD MOTION:

At their November 17, 2025 hearing, the Planning and Zoning Board voted to recommend approval to the City Commission.

Attachments:

Ordinance 2025-16

ORDINANCE 2025-16

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE UPDATE OF THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND 5-YEAR CAPITAL IMPROVEMENTS PLAN OF THE CITY OF WAUCHULA 2030 COMPREHENSIVE PLAN, SAID AMENDMENT BEING KNOWN AS “AMENDMENT 25-01CIE”; PROVIDING FOR TRANSMISSION OF THIS ORDINANCE TO FLORIDA COMMERCE FOR NOTIFICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Part II, Florida Statutes, establishes the Community Planning Act (“Act”), which empowers and mandates the City of Wauchula, Florida, (the “City”) to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

WHEREAS, Section 163.3177(3)(a)3.(b), Florida Statutes, requires local governments, to review on an annual basis and modify as necessary the Capital Improvements Element and 5-Year Capital Improvements Plan; and

WHEREAS, the Commission has determined that it is in the best interest of the public health, safety and general welfare of the residents of the City to amend the Capital Improvements Element and 5-Year Capital Improvements Plan consistent with the requirements of Section 166.041, Florida Statutes; and

WHEREAS, in exercise of its authority the Commission has determined it necessary to adopt this amendment to the Plan, which is attached hereto as **Exhibit “A”** and by this reference made a part hereof, to ensure that the Plan is in full compliance with the laws of the State of Florida; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, the Commission held meetings and hearings on Amendment 25-01ESR, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

Section 1. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

Section 2. The City of Wauchula hereby amends the following Element of its Comprehensive Plan: Capital Improvements Element (the “CIE”) including the annual update of the 5-Year Capital Improvements Plan (the “CIP”). Said amendment is set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof.

Section 3. A certified copy of this enacting ordinance and certified copy of the City of Wauchula Comprehensive Plan shall be located in the Office of the City Clerk of Wauchula. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 4. If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end the provisions of this ordinance are hereby declared severable.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall take effect immediately upon its adoption.

Section 7. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Comprehensive Plan of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Comprehensive Plan is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of ____, 2025.

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

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

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

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

**CITY OF WAUCHULA
EXHIBIT "A"**

AMENDED

CAPITAL IMPROVEMENTS ELEMENT

UPDATED 5-YEAR CAPITAL IMPROVEMENT PLAN

CIP TABLE

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
10th Avenue Pedestrian, Roadway and Drainage Improvements	Infrastructure	Roads	10th Avenue	FDOT	\$2,570,630.0 0	2024-2025
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2024-2025
Advanced Metering Infrastructure (AMI) Design and Installation	Infrastructure	Meter Reader	City Wide	DEP	\$4,750,000.0 0	2024-2025
Airport T Hangars Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$2,500,000.0 0	2024-2025
Alabama Street Roadway Improvements	Infrastructure	Roads	Alabama Street	FDOT	\$359,888.00	2024-2025
Auditorium Improvements Ceiling and Backstage	Facility	Historic City Hall	225 E Main St	CRA	\$500,000.00	2024-2025
Bay Street Sidewalk 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Court Street Roadway Improvements	Infrastructure	Roads	Court Street	FDOT	\$184,223.00	2024-2025
Diana Street Sidewalk 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	CRA	\$632,542.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	Legislative Appropriations	\$2,867,458.0 0	2024-2025
Garden Club Roof	Facility	Buildings	131 N. 8th Ave	General Fund	\$15,000.00	2024-2025
Hanchey Road Reconductoring (Engineering and Construction)	Infrastructure	Electric	Hanchey Road	Utility Fund	\$100,000.00	2024-2025
Heard Bridge Water Line Loop Design	Infrastructure	Water	Heard Bridge	EDA	\$170,000.00	2024-2025
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	\$1,050,000.0 0	2024-2025
LED Street Lighting	Infrastructure	Electric	City Wide	Utility Fund	\$40,000.00	2024-2025
Liftstation Lining Hardee Manor, Briarwood	Infrastructure	WWTP	City Wide	Utility Fund	\$12,000.00	2024-2025
New Terminal/Pilots Lounge Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$500,000.00	2024-2025
Paving Melendy Street	Infrastructure	Roads	Melendy Street	FDOT	\$899,923.00	2024-2025
Replace Sewer between Knollwood Circle and Farr Field	Infrastructure	Sewer	Knollwood Farr Field	Utility Fund- Reserves	\$345,000.00	2024-2025
Riverview Heights Water Line Loop Design	Infrastructure	Water	Riverview	EDA	\$195,000.00	2024-2025

Road Improvements—Oak, Bay, & Palmetto	Infrastructure	Roads	City-Wide	HUD	\$2,000,000.00	2024-2025
Runway Extension Study, Design & Construction	Infrastructure	Airport	Wauchula Airport	FDOT	\$9,850,000.00	2024-2025
Sewer Manhole Lining	Infrastructure	Sewer	City-Wide	Utility Fund	\$30,000.00	2024-2025
South Florida Avenue Water & Wastewater Extension	Infrastructure	Water/Sewer	S. FL Ave	EDA	\$200,000.00	2024-2025
Southwest Area Elevated Water Tower with Transmission Lines	Infrastructure	Water	Southwest	Appropriation	\$8,212,789.00	2024-2025
Street Sign Replacement	Infrastructure	Roads	City-Wide	General Fund	\$8,500.00	2024-2025
Substation Spare Breaker & Relay	Infrastructure	Electric	111 E Bay Street	Utility Fund	\$51,000.00	2024-2025
Tennessee Street Roadway Improvements	Infrastructure	Roads	Tennessee Street	FDOT	\$405,509.00	2024-2025
Turner Avenue Roadway Improvements	Infrastructure	Roads	Turner Avenue	FDOT	\$441,323.00	2024-2025
Underground Reconductoring at Valencia	Infrastructure	Electric	City-Wide	Utility Fund	\$30,000.00	2024-2025
Abandon Sewer Behind Stadium—Reroute to Orange Ave	Infrastructure	Sewer	Wildcat Way—Orange Ave	SRF	\$743,000.00	2025-2026
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	Airport Fund	\$7,200.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FDOT	\$28,800.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FAA	\$324,000.00	2025-2026
Auditorium Improvements—Fire Protection & ADA	Facility	Historic City Hall	225 E Main St	Legislative Appropriation	\$1,000,000.00	2025-2026
Bay Street Sidewalk—500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2025-2026
Clay Pipe Lining (or replacement)	Infrastructure	Sewer	City-Wide	Utility Fund	\$40,000.00	2025-2026
Design Apron Expansions—Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$5,000.00	2025-2026
Design Apron Expansions—Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FDOT	\$5,000.00	2025-2026
Design Apron Expansions—Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FAA	\$90,000.00	2025-2026
Downing Circle Mill and Repave	Infrastructure	Roads	Downing Circle	General Fund	TBD	2025-2026
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	\$10,000.00	2025-2026
Heard Bridge Water Line Loop Construction	Infrastructure	Water	Heard Bridge	TBD	\$1,314,000.00	2025-2026
Hidden Creek Street Lights	Infrastructure	Roads	Hidden Creek	General Fund	TBD	2025-2026
In-Fill Housing Project	Facility	CRA	CRA-Wide	CRA	\$180,000.00	2025-2026

LED Street Lighting	Infrastructure	Electric	City Wide	Utility Fund	\$30,000.00	2025-2026
Liftstation Lining- Stenstrom, Garden Drive	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2025-2026
Linecrew Office Building	Facility	Electric	1108 E Main St	Utility Fund	\$3,000,000.00	2025-2026
New Flooring in City Admin (Carpet 1/2 of Building)	Facility	Flooring	126 S 7th Avenue	General Fund	\$20,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$70,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	FAA	\$280,000.00	2025-2026
Pavement Management Plan	Research and Development	Roads	City Wide	General Fund	\$75,000.00	2025-2026
Paving/Parking at Warehouse	Facility	Parking Lot	1108 E Main St	Utility Fund	\$100,000.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	General Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Utility Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Sanitation Fund	\$15,375.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	FDEM-HMGP	\$184,300.00	2025-2026
Replace Sewer Line on Walton	Infrastructure	Sewer	Walton	Utility Fund	\$350,000.00	2025-2026
Resurface South Admin Parking Lot	Infrastructure	Parking Lot	126 S 7th Avenue	General Fund	\$100,000.00	2025-2026
Riverview Heights Water Line Loop Construction	Infrastructure	Water	Riverview	TBD	\$2,305,000.00	2025-2026
S. 7th Avenue Sidewalk	Infrastructure	Roads	7th Ave - Bay to Melendy	CRA	\$54,000.00	2025-2026
S. 8th Avenue Sidewalk	Infrastructure	Roads	8th Ave - Orange to Melendy	CRA	\$61,000.00	2025-2026
Sewer Manhole Lining	Infrastructure	Sewer	City Wide	Utility Fund	\$30,000.00	2025-2026
Stormwater Master Plan Update	Research and Development	Roads	CRA Wide	CRA	\$75,000.00	2025-2026
Street Sign Replacement	Infrastructure	Roads	City Wide	General Fund	\$10,000.00	2025-2026
Substation Testing	Infrastructure	Electric	Substation	Utility Fund	\$40,000.00	2025-2026
Water Facilities Plan Update	Research and Development	Water	City Wide	Utility Fund	\$75,000.00	2025-2026
Abandon Sewer Behind Oak Forest- Reroute to Sunset Park	Infrastructure	Sewer	Oak Forest- Sunset Park	SRF	\$300,000.00	2026-2027

Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2026-2027
Clay Pipe Lining (or replacement)	Infrastructure	Sewer	City Wide	Utility Fund	\$40,000.00	2026-2027
Construct Apron Expansion- Phase 1	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$25,000.00	2026-2027
Construct Apron Expansion- Phase 1	Infrastructure	Airport	Wauchula Airport	FDOT	\$25,000.00	2026-2027
Construct Apron Expansion- Phase 1	Infrastructure	Airport	Wauchula Airport	FAA	\$450,000.00	2026-2027
Hardee Crossings	Infrastructure	Electric	City Wide	Utility Fund	\$10,000.00	2026-2027
Liftstation Lining- Downing Circle, Gibbs, Hardee High	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2026-2027
New Flooring in City Admin (Carpet 1/2 of Building)	Facility	Flooring	126 S 7th Avenue	General Fund	\$15,000.00	2026-2027
Solar Farm Project	Infrastructure	Electric	City Wide	Utility Fund	TBD	2026-2027
Underground Knollwood	Infrastructure	Electric	City Wide	Utility Fund	TBD	2026-2027
Underground Oak Forest/Crosby	Infrastructure	Electric	City Wide	Utility Fund	TBD	2026-2027
Electric Distribution and Coordination Study	Research and Development	Electric	City Wide	Utility Fund	\$50,000.00	2027-2028
Liftstation Lining- First Christian, REA	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2027-2028
Substation Testing	Infrastructure	Electric	Substation	Utility Fund	\$40,000.00	2027-2028
Wastewater Facilities Plan Update	Research and Development	Sewer	City Wide	Utility Fund	\$75,000.00	2027-2028
Industrial Park Access Road- Design	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$30,000.00	2028-2029
Industrial Park Access Road- Design	Infrastructure	Airport	Wauchula Airport	FAA	\$30,000.00	2028-2029
Liftstation Lining- Will Duke, Farm Bureau	Infrastructure	WWTP	City Wide	Utility Fund	\$12,500.00	2028-2029
Replace Sewer from LS#3 Down Carlton Street	Infrastructure	Sewer	Farr Field- Carlton Street	SRF	\$602,000.00	2028-2029

<u>Project</u>	<u>Type</u>	<u>Subtype</u>	<u>Location</u>	<u>Revenue Source Detail</u>	<u>Cost Allocation</u>	<u>Schedule (Fiscal Year)</u>
<u>1st Avenue Sidewalk</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Bay Street</u>	<u>CRA</u>	<u>\$13,000</u>	<u>2025-2026</u>
<u>Advanced Metering Infrastructure (AMI) Design and Installation</u>	<u>Infrastructure</u>	<u>Meter Reader</u>	<u>City-Wide</u>	<u>DEP</u>	<u>\$4,750,000</u>	<u>2025-2026</u>
<u>Airport Deepwell Design</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$1,332,938</u>	<u>2025-2026</u>
<u>Airport Fuel Farm</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>FAA</u>	<u>\$159,000</u>	<u>2025-2026</u>
<u>Airport Fuel Farm</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>FDOT</u>	<u>\$7,000</u>	<u>2025-2026</u>
<u>Airport Rotating Beacon and Tower</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$325,000</u>	<u>2025-2026</u>
<u>Airport T-Hangars- Design & Construction #1</u>	<u>Facility</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$2,500,000</u>	<u>2025-2026</u>
<u>Airport T-Hangars- Design & Construction #2</u>	<u>Facility</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$5,000,000</u>	<u>2025-2026</u>
<u>Alabama Street Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Alabama Street</u>	<u>FDOT</u>	<u>\$359,888</u>	<u>2025-2026</u>
<u>Auditorium Improvements- Ceiling and Backstage</u>	<u>Facility</u>	<u>Historic City Hall</u>	<u>225 E Main St</u>	<u>CRA</u>	<u>\$500,000</u>	<u>2025-2026</u>
<u>Auditorium Improvements- Fire Protection & ADA</u>	<u>Facility</u>	<u>Historic City Hall</u>	<u>225 E Main St</u>	<u>Legislative Appropriation</u>	<u>\$2,500,000</u>	<u>2025-2026</u>
<u>Bay Street Sidewalk- 1600 Feet</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Bay Street</u>	<u>CRA</u>	<u>\$26,000</u>	<u>2025-2026</u>
<u>Downing Circle Mill and Repave</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Downing Circle</u>	<u>General Fund</u>	<u>\$230,000</u>	<u>2025-2026</u>
<u>Farr Field Recreation Complex</u>	<u>Facility</u>	<u>Parks</u>	<u>Florida Avenue</u>	<u>CRA</u>	<u>\$632,542</u>	<u>2025-2026</u>
<u>Farr Field Recreation Complex</u>	<u>Facility</u>	<u>Parks</u>	<u>Florida Avenue</u>	<u>Legislative Appropriation</u>	<u>\$2,867,458</u>	<u>2025-2026</u>
<u>Hardee Crossings</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$10,000</u>	<u>2025-2026</u>
<u>Heard Bridge Water Line Loop Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Heard Bridge</u>	<u>TBD</u>	<u>\$314,000</u>	<u>2025-2026</u>
<u>Heardbridge Loop Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Heardbridge Road</u>	<u>EDA</u>	<u>\$1,000,000</u>	<u>2025-2026</u>
<u>Heritage Park Restroom Improvements</u>	<u>Infrastructure</u>	<u>Parks</u>	<u>Heritage Park</u>	<u>Legislative Appropriation</u>	<u>\$500,000</u>	<u>2025-2026</u>
<u>Hidden Creek Street Lights</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Hidden Creek</u>	<u>General Fund</u>	<u>\$50,000</u>	<u>2025-2026</u>
<u>Hogan Street Extension</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Hogan Street</u>	<u>Rural Infrastructure Grant</u>	<u>\$441,125</u>	<u>2025-2026</u>
<u>In-Fill Housing Project</u>	<u>Facility</u>	<u>CRA</u>	<u>CRA Wide</u>	<u>CRA</u>	<u>\$1,245,000</u>	<u>2025-2026</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2025-2026</u>

<u>New Terminal/Pilots Lounge- Design & Construction</u>	<u>Facility</u>	<u>Airport</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>\$500,000</u>	<u>2025-2026</u>
<u>Paving/Parking at Warehouse</u>	<u>Facility</u>	<u>Parking Lot</u>	<u>1108 E Main St</u>	<u>Utility Fund</u>	<u>\$100,000</u>	<u>2025-2026</u>
<u>Peace Drive Sewer Replacement</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$40,000</u>	<u>2025-2026</u>
<u>Power Plant Demolition</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>Substation</u>	<u>Legislative Appropriation</u>	<u>\$4,000,000</u>	<u>2025-2026</u>
<u>Power Plant Site Rehabilitation</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>Substation</u>	<u>CRA</u>	<u>\$1,000,000</u>	<u>2025-2026</u>
<u>Public Safety Essential Response Facility</u>	<u>Facility</u>	<u>Electric</u>	<u>1108 E Main St</u>	<u>Legislative Appropriation</u>	<u>\$5,000,000</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>General Fund</u>	<u>\$15,350</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>FDEM-HMGP</u>	<u>\$184,300</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>Utility Fund</u>	<u>\$15,350</u>	<u>2025-2026</u>
<u>Public Works Fuel Station</u>	<u>Facility</u>	<u>Public Works</u>	<u>175 Griffin Road</u>	<u>Sanitation Fund</u>	<u>\$15,375</u>	<u>2025-2026</u>
<u>Replace Sewer between Knollwood Circle and Farr Field</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Walton</u>	<u>Utility Fund</u>	<u>\$450,000</u>	<u>2025-2026</u>
<u>Riverview Heights Water Line Loop Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Riverview</u>	<u>TBD</u>	<u>\$2,305,000</u>	<u>2025-2026</u>
<u>Riverview Heights Water Line Loop Design</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Riverview</u>	<u>EDA</u>	<u>\$195,000</u>	<u>2025-2026</u>
<u>Road Improvements- Oak, Bay, & Palmetto</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>City-Wide</u>	<u>HUD</u>	<u>\$2,000,000</u>	<u>2025-2026</u>
<u>Runway Extension Study, Design & Construction</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Airport</u>	<u>FDOT</u>	<u>\$9,950,000</u>	<u>2025-2026</u>
<u>S. 8th Avenue Sidewalk</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>8th Ave- Orange to Melendy</u>	<u>CRA</u>	<u>\$61,000</u>	<u>2025-2026</u>
<u>Senior Center Design and Construction</u>	<u>Infrastructure</u>	<u>General</u>	<u>Oak Street</u>	<u>Legislative Appropriation</u>	<u>\$3,000,000</u>	<u>2025-2026</u>
<u>Southwest Area Elevated Water Tower with Transmission Lines</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Southwest</u>	<u>Legislative Appropriation</u>	<u>\$8,212,789</u>	<u>2025-2026</u>
<u>Tennessee Street Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Tennessee Street</u>	<u>FDOT</u>	<u>\$405,509</u>	<u>2025-2026</u>
<u>Underground Reconductoring at Valencia</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$30,000</u>	<u>2025-2026</u>
<u>10th Ave Stormwater Pipe Lining (if not done with SCOP project)</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>10th Ave- Peace to FL</u>	<u>General Fund</u>	<u>\$250,000</u>	<u>2026-2027</u>

<u>10th Avenue Pedestrian, Roadway and Drainage Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>10th Avenue</u>	<u>FDOT</u>	<u>\$2,570,630</u>	<u>2026-2027</u>
<u>Abandon Sewer Behind Oak Forest- Reroute to Sunset Park</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Oak Forest - Sunset Park</u>	<u>SRF</u>	<u>\$300,000</u>	<u>2026-2027</u>
<u>Abandon Sewer Behind Stadium- Reroute to Orange Ave</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Wildcat Way - Orange Ave</u>	<u>SRF</u>	<u>\$743,000</u>	<u>2026-2027</u>
<u>Airport Deepwell Construction</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Airport</u>	<u>Legislative Appropriation</u>	<u>TBD</u>	<u>2026-2027</u>
<u>Construct Apron Expansion - Phase 1</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FDOT</u>	<u>\$25,000</u>	<u>2026-2027</u>
<u>Construct Apron Expansion - Phase 1</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$450,000</u>	<u>2026-2027</u>
<u>Construct Apron Expansion - Phase 1</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$25,000</u>	<u>2026-2027</u>
<u>Court Street Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Court Street</u>	<u>FDOT</u>	<u>\$184,223</u>	<u>2026-2027</u>
<u>Design Apron Expansions - Phase 1 and 2</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FDOT</u>	<u>\$5,000</u>	<u>2026-2027</u>
<u>Design Apron Expansions - Phase 1 and 2</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$90,000</u>	<u>2026-2027</u>
<u>Design Apron Expansions - Phase 1 and 2</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$5,000</u>	<u>2026-2027</u>
<u>Hanchey Road Reconductoring (Engineering and Construction)</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>Hanchey Road</u>	<u>Utility Fund</u>	<u>\$100,000</u>	<u>2026-2027</u>
<u>Hardee Crossings</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$10,000</u>	<u>2026-2027</u>
<u>Heard Bridge Water Line Loop Design</u>	<u>Infrastructure</u>	<u>Water</u>	<u>Heard Bridge</u>	<u>EDA</u>	<u>\$170,000</u>	<u>2026-2027</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2026-2027</u>
<u>Resurface South Admin Parking Lot</u>	<u>Infrastructure</u>	<u>Parking Lot</u>	<u>126 S 7th Avenue</u>	<u>General Fund</u>	<u>\$100,000</u>	<u>2026-2027</u>
<u>S. 7th Avenue Sidewalk</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>7th Ave - Bay to Melendy</u>	<u>CRA</u>	<u>\$54,000</u>	<u>2026-2027</u>
<u>Solar Farm Project</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>TBD</u>	<u>2026-2027</u>
<u>South Florida Avenue Water & Wastewater Extension</u>	<u>Infrastructure</u>	<u>Water/Sewer</u>	<u>S. FL Ave</u>	<u>EDA</u>	<u>\$200,000</u>	<u>2026-2027</u>
<u>Turner Avenue Roadway Improvements</u>	<u>Infrastructure</u>	<u>Roads</u>	<u>Turner Avenue</u>	<u>FDOT</u>	<u>\$441,323</u>	<u>2026-2027</u>
<u>Underground Knollwood</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>TBD</u>	<u>2026-2027</u>

<u>Underground Oak Forest/Crosby</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>TBD</u>	<u>2026-2027</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2027-2028</u>
<u>Industrial Park Access Road- Design</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$30,000</u>	<u>2028-2029</u>
<u>Industrial Park Access Road- Design</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$30,000</u>	<u>2028-2029</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2028-2029</u>
<u>Replace Sewer from LS#3 Down Carlton Street</u>	<u>Infrastructure</u>	<u>Sewer</u>	<u>Farr Field - Carlton Street</u>	<u>SRF</u>	<u>\$602,000</u>	<u>2028-2029</u>
<u>Industrial Park Access Road- Construction</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>FAA</u>	<u>\$400,000</u>	<u>2029-2030</u>
<u>Industrial Park Access Road- Construction</u>	<u>Infrastructure</u>	<u>Airport</u>	<u>Wauchula Airport</u>	<u>Airport Fund</u>	<u>\$100,000</u>	<u>2029-2030</u>
<u>LED Street Lighting</u>	<u>Infrastructure</u>	<u>Electric</u>	<u>City-Wide</u>	<u>Utility Fund</u>	<u>\$70,000</u>	<u>2029-2030</u>

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; AMENDING THE WAUCHULA UNIFIED LAND DEVELOPMENT CODE, RELATED TO CERTIFIED RECOVERY RESIDENCES SO AS TO COMPLY WITH THE REQUIREMENTS OF 2025 FLORIDA LEGISLATURE SENATE BILL (SB) 954, AS CODIFIED IN F.S. SECTION 397.487; SPECIFICALLY AMENDING ARTICLE 2, REGULATIONS FOR SPECIFIC DISTRICTS, TABLE 2.02.01(A), TABLE OF LAND USES; ARTICLE 2, SECTION 2.03.06, SPECIAL NEEDS HOUSING FACILITIES; AND AMENDING ARTICLE 9, DEFINITIONS AND ACRONYMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, by HB 21 (2015), established a voluntary certification program for recovery residences that establishes operational and ethical safeguards for disabled persons and the City desires to acknowledge and promote such safeguards; and

WHEREAS, in accordance with SB 954 (2025) pertaining to “Certified Recovery Residences”, the City desires to enact an ordinance providing for procedures for the review and approval of certified recovery residences including handling and processing requests for accommodation from the City’s Land Development Code before the statute’s effective date of January 1, 2026; and

WHEREAS, “reasonable accommodation” is a statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with Disabilities Act and/or the Fair Housing Amendments Act, hereafter “disabled”), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing; and

WHEREAS, the City hereby desires to adopt within the City’s Land Development Code, and consistent with SB 954(2025) and the Final Order of the Southern District of Florida in *Jeffrey O. v. Town of Boca Raton*, 511 F. Supp. 2d 1339 (S.D. Fla. 2007), reasonable accommodation procedures that will permit disabled individuals (or qualifying entities) to request reasonable accommodations and, where appropriate based on the facts and law, to receive reasonable accommodations; and

WHEREAS, the City desires to require annual recertification of reasonable accommodation approvals to ensure ongoing protection for the disabled; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the City’s Comprehensive Plan; and

WHEREAS, the Planning and Zoning Board reviewed the proposed text amendment at a public hearing held on November 18, 2025 and voted to recommend that the changes be approved; and

WHEREAS, the City Commission is charged with protecting the health, safety, and welfare of its residents and believes this Ordinance to be in the best interests of the residents.

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

Section 1. Ratification. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance.

Section 2. Amendment. The text amendments to Article 2, Table 2.02.01(A); Article 2, Section 2.03.06 Special Needs Housing Facilities; and Article 9, as shown in **Exhibit “A”** attached hereto and made a part hereof, are hereby approved.

Section 3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4. Repeal of Ordinances in Conflict. All other ordinances of Wauchula, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City, Unified Land Development Code; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 6. Effective Date. This ordinance shall be effective immediately after passage upon Second Reading.

Section 7. Certified Copy. A certified copy of this enacting ordinance and certified copy of the City of Wauchula of Ordinances shall be located in the Office of the City Clerk of Wauchula. The City Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of ____, 2025.

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

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

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

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

EXHIBIT “A”
**PROPOSED TEXT AMENDMENTS TO THE CITY’S
UNIFIED LAND DEVELOPMENT CODE**

Text shown as underlined is text to be added.
Text shown as ~~strikeout~~ is text to be removed.

ARTICLE 2: REGULATIONS FOR SPECIFIC DISTRICTS

2.02.01 Zoning District Summary Tables*Error! Bookmark not defined.*

The tables on the following pages present, in a quick-reference form, information regarding permitted and special exception land uses, and development standards for all zoning districts. These tables must be read in conjunction with the regulations for specific zoning districts in Section 2.02.02 and the regulations for building design and appearance standards in Section 2.06.00. The Development Director may permit in a particular zone a use not listed in this Code, provided the use is of the same general type as the uses permitted there by this Code (See Section 2.01.02). The key to the table is as follows:

- P = Permitted Use - Use is permitted by right subject to all other applicable standards
PC = Permitted with Conditions - Use is permitted if it meets the listed conditions in Section 3.08.00, and subject to all other applicable standards. At the Development Director's discretion, any development larger than five acres or development that may have compatibility concerns may be sent to the Planning and Zoning Board for approval.
S = Special Exception Use - Use is permitted if it meets the listed conditions in Section 3.09.00, subject to all other applicable standards, and only after review and approval of a special exception permit by the Planning and Zoning Board.
* See Table 2.02.01(B) for uses that require approval of a Planned Unit Development including conditions as outlined in Section 3.10.00.

Table 2.02.01(A), Table of Land Uses

Category/Use	AG	FR	R-1A	R-1	R-2	R-3	R-4	P-1	HC-1	C-1	C-2	I	P/S P	CO N
Group Care Facilities														
Family Care: Adult Family Care Home <u>and</u> <u>Certified Recovery Residences</u>	P	P	P	P	P	P	P							
Community Residential Home (up to 6 residents) - May not be located within 1,000 foot radius of same use	P	P	P	P	P	P	P							
Community Residential Home (7 to 14 residents)					S	S	S							
Family Day Care Home/Family Child Care Home	P	P	P	P	P	P	P	P	S	S	S			
Family Foster Home	P	P	P	P	P	P	P	P	S	S	S			
Special Needs Care Facilities: Adult Day Care Center						PC		PC		PC	PC		PC	
Child Care Facility						PC		PC		PC	PC		PC	
Foster Care Facility						PC		PC		PC	PC		PC	

Group Home (4—6 residents)					PC	PC		PC		PC	PC		PC	
Group Home (7—15 residents)						PC		PC		PC	PC		PC	
Assisted Living Facility						PC		PC		PC	PC		PC	
Nursing Home						PC		PC		PC	PC		PC	
Hospice			PC	PC	PC	PC		PC		PC	PC		PC	

2.03.06 Special Needs Housing Facilities and Certified Recovery Residences

- (A) Special needs housing facilities provide 24-hour care. These care facilities are subject to local zoning laws and may be located in residential areas but are generally confined to commercial areas.
- (B) They are licensed or registered by the State of Florida according to separate and specific provisions of the Florida Statutes. Article 9 of this code defines each special needs housing facility. They are listed as a group in the Table of Land Uses, [Subsection] 2.02.01(A).
- (C) Any violation of applicable State regulations shall be deemed a violation of this Code, and shall constitute grounds for termination of the use.

(D) Certified Recovery Residences shall comply with section 397.487 F.S. The City has implemented a procedure for processing requests for reasonable accommodation to the City's Unified Land Development Code ("ULDC") Land Development Regulations, Rules, Policies, and Procedures for persons with disabilities as defined by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131, et seq.) ("ADA"). For purposes of this section, a "disabled" person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's Land Development Code, Code of Ordinances, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

1) Notice to the public of availability of accommodation. The City shall display a notice in the City's public notice bulletin board (and shall maintain copies available for review in the City Clerk department, advising the public that disabled individuals (and qualifying entities) may request a reasonable accommodation as provided herein.

2) Application. A request by an applicant for reasonable accommodation under this section shall be either oral or written. A written request may be submitted by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to the City Clerk. The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. The reasonable accommodation request form shall be substantially in the form set forth in subsection (6)(a), below.

- a. *Confidential information.* Should the information provided by the applicant to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual. The City shall thereafter endeavor to provide written notice to the disabled individual, and/or their representative, of any request received by the City for disclosure of the medical information or documentation which the disabled individual has previously requested be treated as confidential by the City. The City will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual.
 - b. *Fee.* There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to the City commission, and the City shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorney's fees or costs in connection with the request, or an appeal.
 - c. *City assistance.* The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with an applicant's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.
- 3) *Findings regarding reasonable accommodation.* In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish, at a minimum, that:
- a. They are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, or a qualifying entity, as defined in the FHA and/or ADA.
 - b. The proposed reasonable accommodations sought are reasonable and necessary to afford the subject individual(s) with disabilities an

equal opportunity to use and enjoy the housing that is the subject of the request.

The foregoing, in addition to applicable federal standards, (all as interpreted by the courts) shall be the basis for a decision upon a reasonable accommodation request made by the City Manager, or his/her designee, or by a Special Magistrate in the event of an appeal.

4) Decision process.

The City Manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accommodation, recertification of an approved reasonable accommodation, and amendment to an approved reasonable accommodation.

a. When a reasonable accommodation request form has been completed and submitted to the City Clerk, it must be date-stamped upon receipt.

b. Next, it will be referred to the City Manager, or his/her designee, for review and consideration. The City Manager, or his/her designee, shall issue a written determination within no more than sixty (60) days of the date of receipt of a completed application and may, in accordance with federal law, (1) grant the accommodation request, (2) grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request, or (3) deny the request in accordance with federal law, stating with specificity, the evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e. the disabled individual or his/her representative) by certified mail, return receipt requested. If a final written determination is not issued within sixty (60) days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to reasonable extension of time.

c. If reasonably necessary to reach a determination on the request for reasonable accommodation, the City Manager, or his/her designee, may, within thirty (30) days of the receipt of the request for reasonable accommodation, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have thirty (30) days after the date of the request for additional information to provide the requested information. If the requesting party fails to provide the requested additional information within said thirty (30) day period, the City Manager, or his/her designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned

and/or withdrawn and no further action by the City with regard to said reasonable accommodation request shall be required.

5) *Appeal.* The appeal of any decision of the City Manager or his/her designee regarding a request for reasonable accommodation, recertification of an approved reasonable accommodation, or amendment to an approved reasonable accommodation shall be considered pursuant to the requirements of this section. Within thirty (30) days after the City Manager's, or his/her designee's, determination regarding a reasonable accommodation request is mailed to the requesting party, such applicant may appeal the decision by filing a notice of appeal with the City Clerk. The City Clerk or designee shall act as clerk to the Special Magistrate for purposes of an appeal from a decision under this section. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the Special Magistrate who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. The appeal shall be conducted as a de novo review of the evidence on record for the original review under the required findings of this section. The decision of the Special Magistrate shall be considered final City action and may be appealed within thirty (30) days to a court of competent jurisdiction as provided by law.

6) Request form for reasonable accommodation.

a. Contents of reasonable accommodation request form

1. Name and contact information of the applicant, and as applicable, the applicant's authorized representative;
2. Information regarding property at which reasonable accommodation is requested, including the parcel address of such location and property identification number;
3. Describe the accommodation and the specific regulation(s) and/or procedure(s) from which accommodation is sought;
4. Reasons the accommodation may be necessary for the applicant or the individuals with disabilities seeking the specific accommodation; and if relating to housing, why the requested reasonable accommodation is necessary to use and enjoy the housing;
5. Description of the qualifying disability or handicap;
6. Other relevant information pertaining to the disability or property that may be needed by the City in order for it to be able to evaluate the request for reasonable accommodation;

7. A statement as to whether the applicant is seeking the accommodation in order to make housing and/or provision of housing financially viable, with supporting documentation;
 8. A statement as to the therapeutic necessity of the accommodation for the applicant, with supporting documentation;
 9. If seeking a reasonable accommodation from the definition of family:
 - a) Proof of state licensure, as applicable to the location for which the reasonable accommodation is requested; or
 - b) Proof of certification pursuant to Section 397.487, Fla. Stat. as amended, or alternatively, certification under a nationally accredited agency or recognition or sanction by Congress if the accommodation is for or related to a recovery residence, as defined in Section 397.311, Fla. Stat.; and
 - c) All applicants must provide proof of satisfactory fire, safety, and health inspections as required by Section 397.487, Fla. Stat. or other applicable statute, as amended from time to time for the location for which the reasonable accommodation is requested;
 10. Signature of applicant;
 11. Date of application;
 12. If on-site supervisor or manager, provide the name and contact information (phone and email) for each;
 13. Disclosure of ownership interests of property; and
 14. Consent of all property owners for application.
- 7) Stay of enforcement. While an application for reasonable accommodation, or appeal of a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.
- 8) Expiration of approvals. Approvals of requests for reasonable accommodation shall expire within one hundred eighty (180) days if not implemented.

9) Revocation of reasonable accommodation.

- a. Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases.
- b. Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section, shall result in revocation of the reasonable accommodation and cessation of operations within sixty (60) days of termination of the license or certification.

10) Annual certification. All reasonable accommodation requests approved by the City shall be valid for no more than one year and shall require annual recertification each year on or before February 1st. Recertification requests must be filed at least ninety (90) days before the conclusion of the end of the one-year period of effectiveness of the reasonable accommodation approval. The failure of the applicant to timely apply for annual recertification, or the denial of an annual recertification application, shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same submittal, review and procedural requirements as set forth above for new applications. If a reasonable accommodation is for a property which is required to be licensed or certified pursuant to this section or applicable state or federal law, then to be recertified an applicant must provide proof of active licensure or certification consistent with the requirements of section (6)(a)(9).

11) Revisions. Any changes to the use or property desired by the applicant or identified by the City, state, or any certifying or licensing entity after approval or during the recertification process which require an additional reasonable accommodation or amendment to the original reasonable accommodation approval shall be processed as an amendment to the original approval and such amendment application shall follow the same application and review process set forth herein for an original reasonable accommodation request.

ARTICLE 9

DEFINITIONS

Reasonable Accommodation: A statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with

Disabilities Act and/or the Fair Housing Amendments Act, hereafter “disabled”), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing.

Recovery Residence: A residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment.

Recovery Residence, Certified: A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.



**CITY OF WAUCHULA
UNIFIED LAND DEVELOPMENT CODE TEXT AMENDMENTS
STAFF REPORT**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: December 8, 2025

REQUESTED ACTION: (Ordinance 2025-18) City- initiated text amendments to the City of Wauchula Unified Land Development Code, related to certified recovery residences so as to comply with the requirements of 2025 Florida Legislature Senate Bill (SB) 954, as codified in F.S. Section 397.487; specifically amending Article 2, Regulations for Specific Districts, Table 2.02.01(A), Table of Land Uses; Article 2, Section 2.03.06, Special Needs Housing Facilities; and Amending Article 9, Definitions and Acronyms

HEARING DATES:

- November 17, 2025, 5:30 PM: Planning and Zoning Board (Public Hearing)
- **December 8, 2025, 6:00 PM:** **City Commission Meeting (First Reading)**
- January 12, 2025, 6:00 PM: City Commission Meeting (Adoption Public Hearing)

ATTACHMENTS:

- Ordinance 2025-18

PLANNING AND ZONING BOARD MOTION:

At their November 17, 2025 meeting, the Planning and Zoning Board voted to recommend approval of the text amendments to the City Commission.

CITY COMMISSION MOTION OPTIONS:

1. I move **approval of Ordinance 2025-18** on first reading.
2. I move **approval of Ordinance 2025-18 with changes** on first reading.
3. I move **continuation to a date and time certain**.

BACKGROUND:

On June 25, 2025, Governor Desantis approved Senate Bill 954. The bill requires local governments to adopt an ordinance by January 1, 2026, and subject to certain restrictions, to formalize and streamline the process for applicants seeking reasonable accommodations from land use regulations to open a certified recovery residence. The ordinance must contain a procedure which results in approval or denial within 60 days after receipt of an application, without public hearings beyond the minimum required to grant the requested accommodation.

“Recovery residence” is a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment.

“Certified recovery residence” is a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

“Reasonable accommodation” is a statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with Disabilities Act and/or the Fair Housing Amendments Act, hereafter “disabled”), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing.

SUMMARY OF PROPOSED AMENDMENTS:

The proposed text amendments add certified recovery residences to the Table of Uses under Group Homes, specifically adding it to the category that includes: Adult Family Care Home, Family Day Care Home, Family Foster Care. Language consistent with the requirements of Senate Bill 954 are added to Section 2.03.06 Special Needs Housing Facilities. This language provides the process for applicants seeking reasonable accommodations from land use regulations to open a certified recovery residence. Relevant definitions are also added to the Definitions section.

ORDINANCE 2025-18

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; AMENDING THE WAUCHULA UNIFIED LAND DEVELOPMENT CODE, RELATED TO CERTIFIED RECOVERY RESIDENCES SO AS TO COMPLY WITH THE REQUIREMENTS OF 2025 FLORIDA LEGISLATURE SENATE BILL (SB) 954, AS CODIFIED IN F.S. SECTION 397.487; SPECIFICALLY AMENDING ARTICLE 2, REGULATIONS FOR SPECIFIC DISTRICTS, TABLE 2.02.01(A), TABLE OF LAND USES; ARTICLE 2, SECTION 2.03.06, SPECIAL NEEDS HOUSING FACILITIES; AND AMENDING ARTICLE 9, DEFINITIONS AND ACRONYMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, by HB 21 (2015), established a voluntary certification program for recovery residences that establishes operational and ethical safeguards for disabled persons and the City desires to acknowledge and promote such safeguards; and

WHEREAS, in accordance with SB 954 (2025) pertaining to “Certified Recovery Residences”, the City desires to enact an ordinance providing for procedures for the review and approval of certified recovery residences including handling and processing requests for accommodation from the City’s Land Development Code before the statute’s effective date of January 1, 2026; and

WHEREAS, “reasonable accommodation” is a statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with Disabilities Act and/or the Fair Housing Amendments Act, hereafter “disabled”), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing; and

WHEREAS, the City hereby desires to adopt within the City’s Land Development Code, and consistent with SB 954(2025) and the Final Order of the Southern District of Florida in Jeffrey O. v. Town of Boca Raton, 511 F. Supp. 2d 1339 (S.D. Fla. 2007), reasonable accommodation procedures that will permit disabled individuals (or qualifying entities) to request reasonable accommodations and, where appropriate based on the facts and law, to receive reasonable accommodations; and

WHEREAS, the City desires to require annual recertification of reasonable accommodation approvals to ensure ongoing protection for the disabled; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives and policies of the City’s Comprehensive Plan; and

WHEREAS, the Planning and Zoning Board reviewed the proposed text amendment at a public hearing held on November 18, 2025 and voted to recommend that the changes be approved; and

WHEREAS, the City Commission is charged with protecting the health, safety, and welfare of its residents and believes this Ordinance to be in the best interests of the residents.

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

Section 1. Ratification. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance.

Section 2. Amendment. The text amendments to Article 2, Table 2.02.01(A); Article 2, Section 2.03.06 Special Needs Housing Facilities; and Article 9, as shown in **Exhibit “A”** attached hereto and made a part hereof, are hereby approved.

Section 3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4. Repeal of Ordinances in Conflict. All other ordinances of Wauchula, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City, Unified Land Development Code; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 6. Effective Date. This ordinance shall be effective immediately after passage upon Second Reading.

Section 7. Certified Copy. A certified copy of this enacting ordinance and certified copy of the City of Wauchula of Ordinances shall be located in the Office of the City Clerk of Wauchula. The City Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of ____, 2025.

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

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

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

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

EXHIBIT “A”
**PROPOSED TEXT AMENDMENTS TO THE CITY’S
UNIFIED LAND DEVELOPMENT CODE**

Text shown as underlined is text to be added.
Text shown as ~~strikeout~~ is text to be removed.

ARTICLE 2: REGULATIONS FOR SPECIFIC DISTRICTS

2.02.01 Zoning District Summary Tables

The tables on the following pages present, in a quick-reference form, information regarding permitted and special exception land uses, and development standards for all zoning districts. These tables must be read in conjunction with the regulations for specific zoning districts in Section 2.02.02 and the regulations for building design and appearance standards in Section 2.06.00. The Development Director may permit in a particular zone a use not listed in this Code, provided the use is of the same general type as the uses permitted there by this Code (See Section 2.01.02). The key to the table is as follows:

- P = Permitted Use - Use is permitted by right subject to all other applicable standards
PC = Permitted with Conditions - Use is permitted if it meets the listed conditions in Section 3.08.00, and subject to all other applicable standards. At the Development Director's discretion, any development larger than five acres or development that may have compatibility concerns may be sent to the Planning and Zoning Board for approval.
S = Special Exception Use - Use is permitted if it meets the listed conditions in Section 3.09.00, subject to all other applicable standards, and only after review and approval of a special exception permit by the Planning and Zoning Board.
* See Table 2.02.01(B) for uses that require approval of a Planned Unit Development including conditions as outlined in Section 3.10.00.

Table 2.02.01(A), Table of Land Uses

Category/Use	AG	FR	R-1A	R-1	R-2	R-3	R-4	P-1	HC-1	C-1	C-2	I	P/S P	CO N
Group Care Facilities														
Family Care: Adult Family Care Home <u>and</u> <u>Certified Recovery Residences</u>	P	P	P	P	P	P	P							
Community Residential Home (up to 6 residents) - May not be located within 1,000 foot radius of same use	P	P	P	P	P	P	P							
Community Residential Home (7 to 14 residents)					S	S	S							
Family Day Care Home/Family Child Care Home	P	P	P	P	P	P	P	P	S	S	S			
Family Foster Home	P	P	P	P	P	P	P	P	S	S	S			
Special Needs Care Facilities: Adult Day Care Center						PC		PC		PC	PC		PC	
Child Care Facility						PC		PC		PC	PC		PC	
Foster Care Facility						PC		PC		PC	PC		PC	

Group Home (4—6 residents)					PC	PC		PC		PC	PC		PC	
Group Home (7—15 residents)						PC		PC		PC	PC		PC	
Assisted Living Facility						PC		PC		PC	PC		PC	
Nursing Home						PC		PC		PC	PC		PC	
Hospice			PC	PC	PC	PC		PC		PC	PC		PC	

2.03.06 Special Needs Housing Facilities and Certified Recovery Residences

- (A) Special needs housing facilities provide 24-hour care. These care facilities are subject to local zoning laws and may be located in residential areas but are generally confined to commercial areas.
- (B) They are licensed or registered by the State of Florida according to separate and specific provisions of the Florida Statutes. Article 9 of this code defines each special needs housing facility. They are listed as a group in the Table of Land Uses, [Subsection] 2.02.01(A).
- (C) Any violation of applicable State regulations shall be deemed a violation of this Code, and shall constitute grounds for termination of the use.

(D) Certified Recovery Residences shall comply with section 397.487 F.S. The City has implemented a procedure for processing requests for reasonable accommodation to the City's Unified Land Development Code ("ULDC") Land Development Regulations, Rules, Policies, and Procedures for persons with disabilities as defined by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131, et seq.) ("ADA"). For purposes of this section, a "disabled" person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's Land Development Code, Code of Ordinances, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

1) Notice to the public of availability of accommodation. The City shall display a notice in the City's public notice bulletin board (and shall maintain copies available for review in the City Clerk department, advising the public that disabled individuals (and qualifying entities) may request a reasonable accommodation as provided herein.

2) Application. A request by an applicant for reasonable accommodation under this section shall be either oral or written. A written request may be submitted by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to the City Clerk. The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. The reasonable accommodation request form shall be substantially in the form set forth in subsection (6)(a), below.

- a. *Confidential information.* Should the information provided by the applicant to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual. The City shall thereafter endeavor to provide written notice to the disabled individual, and/or their representative, of any request received by the City for disclosure of the medical information or documentation which the disabled individual has previously requested be treated as confidential by the City. The City will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual.
 - b. *Fee.* There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to the City commission, and the City shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorney's fees or costs in connection with the request, or an appeal.
 - c. *City assistance.* The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with an applicant's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.
- 3) *Findings regarding reasonable accommodation.* In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish, at a minimum, that:
- a. They are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, or a qualifying entity, as defined in the FHA and/or ADA.
 - b. The proposed reasonable accommodations sought are reasonable and necessary to afford the subject individual(s) with disabilities an

equal opportunity to use and enjoy the housing that is the subject of the request.

The foregoing, in addition to applicable federal standards, (all as interpreted by the courts) shall be the basis for a decision upon a reasonable accommodation request made by the City Manager, or his/her designee, or by a Special Magistrate in the event of an appeal.

4) Decision process.

The City Manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accommodation, recertification of an approved reasonable accommodation, and amendment to an approved reasonable accommodation.

a. When a reasonable accommodation request form has been completed and submitted to the City Clerk, it must be date-stamped upon receipt.

b. Next, it will be referred to the City Manager, or his/her designee, for review and consideration. The City Manager, or his/her designee, shall issue a written determination within no more than sixty (60) days of the date of receipt of a completed application and may, in accordance with federal law, (1) grant the accommodation request, (2) grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request, or (3) deny the request in accordance with federal law, stating with specificity, the evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e. the disabled individual or his/her representative) by certified mail, return receipt requested. If a final written determination is not issued within sixty (60) days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to reasonable extension of time.

c. If reasonably necessary to reach a determination on the request for reasonable accommodation, the City Manager, or his/her designee, may, within thirty (30) days of the receipt of the request for reasonable accommodation, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have thirty (30) days after the date of the request for additional information to provide the requested information. If the requesting party fails to provide the requested additional information within said thirty (30) day period, the City Manager, or his/her designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned

and/or withdrawn and no further action by the City with regard to said reasonable accommodation request shall be required.

5) *Appeal.* The appeal of any decision of the City Manager or his/her designee regarding a request for reasonable accommodation, recertification of an approved reasonable accommodation, or amendment to an approved reasonable accommodation shall be considered pursuant to the requirements of this section. Within thirty (30) days after the City Manager's, or his/her designee's, determination regarding a reasonable accommodation request is mailed to the requesting party, such applicant may appeal the decision by filing a notice of appeal with the City Clerk. The City Clerk or designee shall act as clerk to the Special Magistrate for purposes of an appeal from a decision under this section. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the Special Magistrate who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. The appeal shall be conducted as a de novo review of the evidence on record for the original review under the required findings of this section. The decision of the Special Magistrate shall be considered final City action and may be appealed within thirty (30) days to a court of competent jurisdiction as provided by law.

6) Request form for reasonable accommodation.

a. Contents of reasonable accommodation request form

1. Name and contact information of the applicant, and as applicable, the applicant's authorized representative;
2. Information regarding property at which reasonable accommodation is requested, including the parcel address of such location and property identification number;
3. Describe the accommodation and the specific regulation(s) and/or procedure(s) from which accommodation is sought;
4. Reasons the accommodation may be necessary for the applicant or the individuals with disabilities seeking the specific accommodation; and if relating to housing, why the requested reasonable accommodation is necessary to use and enjoy the housing;
5. Description of the qualifying disability or handicap;
6. Other relevant information pertaining to the disability or property that may be needed by the City in order for it to be able to evaluate the request for reasonable accommodation;

7. A statement as to whether the applicant is seeking the accommodation in order to make housing and/or provision of housing financially viable, with supporting documentation;
 8. A statement as to the therapeutic necessity of the accommodation for the applicant, with supporting documentation;
 9. If seeking a reasonable accommodation from the definition of family:
 - a) Proof of state licensure, as applicable to the location for which the reasonable accommodation is requested; or
 - b) Proof of certification pursuant to Section 397.487, Fla. Stat. as amended, or alternatively, certification under a nationally accredited agency or recognition or sanction by Congress if the accommodation is for or related to a recovery residence, as defined in Section 397.311, Fla. Stat.; and
 - c) All applicants must provide proof of satisfactory fire, safety, and health inspections as required by Section 397.487, Fla. Stat. or other applicable statute, as amended from time to time for the location for which the reasonable accommodation is requested;
 10. Signature of applicant;
 11. Date of application;
 12. If on-site supervisor or manager, provide the name and contact information (phone and email) for each;
 13. Disclosure of ownership interests of property; and
 14. Consent of all property owners for application.
- 7) *Stay of enforcement.* While an application for reasonable accommodation, or appeal of a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.
- 8) *Expiration of approvals.* Approvals of requests for reasonable accommodation shall expire within one hundred eighty (180) days if not implemented.

9) Revocation of reasonable accommodation.

- a. Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases.
- b. Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section, shall result in revocation of the reasonable accommodation and cessation of operations within sixty (60) days of termination of the license or certification.

10) Annual certification. All reasonable accommodation requests approved by the City shall be valid for no more than one year and shall require annual recertification each year on or before February 1st. Recertification requests must be filed at least ninety (90) days before the conclusion of the end of the one-year period of effectiveness of the reasonable accommodation approval. The failure of the applicant to timely apply for annual recertification, or the denial of an annual recertification application, shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same submittal, review and procedural requirements as set forth above for new applications. If a reasonable accommodation is for a property which is required to be licensed or certified pursuant to this section or applicable state or federal law, then to be recertified an applicant must provide proof of active licensure or certification consistent with the requirements of section (6)(a)(9).

11) Revisions. Any changes to the use or property desired by the applicant or identified by the City, state, or any certifying or licensing entity after approval or during the recertification process which require an additional reasonable accommodation or amendment to the original reasonable accommodation approval shall be processed as an amendment to the original approval and such amendment application shall follow the same application and review process set forth herein for an original reasonable accommodation request.

ARTICLE 9

DEFINITIONS

Reasonable Accommodation: A statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with

Disabilities Act and/or the Fair Housing Amendments Act, hereafter “disabled”), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing.

Recovery Residence: A residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment.

Recovery Residence, Certified: A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; AMENDING CODE OF ORDINANCES CHAPTER 5 – BUILDINGS, ARTICLE V. – UNSAFE OR DILAPIDATED BUILDINGS TO ADD SECTIONS 5-126 THROUGH 5-129 SO AS TO COMPLY WITH THE REQUIREMENTS OF 2025 FLORIDA LEGISLATURE HOUSE BILL (HB) 913, AS CODIFIED IN F.S. SECTION 553.899 (F.S. Sec. 553.899); PROVIDING FOR REQUIRING MILESTONE INSPECTIONS FOR SUBSTANTIAL STRUCTURAL DAMAGE TO RESIDENTIAL CONDOMINIUMS OF THREE (3) OR MORE HABITABLE STORIES AND 30 YEARS OR MORE IN AGE, WITH FOLLOW-UP INSPECTIONS EVERY 10 YEARS; PROVIDING FOR REPAIR REQUIREMENTS FOR SUCH BUILDINGS WITH SUBSTANTIAL STRUCTURAL DAMAGE; PROVIDING FOR AN ADMINISTRATIVE PROCESS FOR THE RECORDING AND REPORTING OF RESULTS OF SUCH MILESTONE INSPECTIONS AND REPAIRS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION INTO THE CITY’S CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 2025 Florida Legislature House Bill 913, codified in F.S. Section 553.899 (F.S. Sec. 553.899) added requirements that residential condominium buildings of three (3) or more residential stories and over 30 years of age have milestone inspections (engineering) for substantial structural damage, with follow-up inspections every 10 years; and

WHEREAS, F.S. Sec. 553.899 has added requirements for the repair of said residential condominiums showing substantial structural damage through the milestone inspection; and

WHEREAS, F.S. Sec. 553.899 has added requirements for municipal record keeping and reporting requirements to the State for these processes; and

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(a), Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the City’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting on November 17, 2025, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the City Commission for adoption; and

WHEREAS, the City Commission hereby amends Code of Ordinances Chapter 5 – BUILDINGS, ARTICLE V. – UNSAFE AND DILAPIDATED

BUILDINGS as depicted in Section 1 below, adding requirements for milestone inspections, repairs, and administration/documentation so as to conform with the requirements of F.S. Sec. 553.899; and

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

Section 1. AMENDMENT TO THE CODE OF ORDINANCES. The Commission of the City of Wauchula, Florida, amends its Code of Ordinances in the following specific manner: The Code of Ordinances is amended to address the requirements for mandatory structural inspections for condominium and cooperative buildings consistent with Florida Statutes 553.899 as included in "Exhibit "A".

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

Section 3. CODIFICATION. It is the intent of the City of Wauchula to have the amendments to Code of Ordinances Chapter 5 – BUILDINGS, ARTICLE V. – UNSAFE AND DILAPIDATED BUILDINGS codified at the earliest date practicable.

Section 4. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 5. CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances and Unified Land Development Code (ULDC), unless such repeal is explicitly set forth herein.

Section 6. Effective Date. The Ordinance shall take effect immediately upon adoption by the City Commission of the City of Wauchula, Florida.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of ____, 2025.

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

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

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

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

**Exhibit “A”
Ordinance No. XXX
Code of Ordinances Text Amendment**

Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

ARTICLE V. – UNSAFE OR DILAPIDATED BUILDINGS

Sec. 5-126. – Milestone inspections for condominiums/cooperative form of ownership.

All residential buildings under a condominium or cooperative form of ownership, as defined by Florida Statutes (F.S.) chapters 718 or 719, and which are three (3) or more habitable stories in height as defined by the Florida Building Code (FBC), shall be required to have a milestone inspection for substantial structural deterioration, as defined by F.S. subsections 553.899(2)(a)-(b), by December 31 of the year in which the residential condominium/cooperative building reaches 30 years of age from the issuance of its original Certificate of Occupancy (CO), and then every 10 thereafter. In the event that the date of issuance of the CO is unavailable, the date of issuance of the CO shall be the date of occupancy as determined by the City’s Building Official. Buildings which reached 30 years of age prior to July 1, 2022, shall have their initial milestone inspection performed by December 31, 2024. For buildings which reached the 30-Year mark of their CO between on or after July 1, 2022, and before December 31, 2024, the buildings initial milestone inspection shall be performed before December 31, 2025.

Said milestone inspection shall be performed by licensed and state authorized architect or engineer and consist of two phases: Phase 1 milestone inspections shall be visual examinations to assess structural condition. If substantial structural deterioration is identified, a Phase 2 inspection consisting of a more extensive evaluation shall be required to determine necessary repairs or maintenance.

Sec. 5-127. – Repair work for condominium/cooperate buildings showing signs of substantial structural deterioration.

In the event that a Phase 2 structural inspection report shows evidence of substantial structural deterioration, the condominium or cooperative association shall commence such repairs within a time frame established by the City Building Official, but in no circumstance shall such repairs commence greater than 365 days from the receipt of the report. In the event that the association fails to provide evidence of the scheduling or commencement of the repair work during the established time frame, the City shall review and determine if the structure is safe for human habitation.

Sec. 5-128. – Qualifications for persons performing milestone inspections or work required as a result.

Any architect licensed under F.S. Chapter 481 or engineer licensed under F.S. Chapter 471 who performs a milestone inspection shall meet the requirements of F.S. Section 553.889(2)(A), or any design professional, as defined under F.S. Section 558.002, or contractor as defined by F.S. Chapter 489, shall meet all inspector qualifications for such professionals under F.S. Sec. 553.899(12).

Sec. 5-129. – City reporting of information on condominium/cooperative residential building milestone inspection results and repairs to the State of Florida.

On or before December 31, 2025, and before said date each year thereafter, the City Community Development Department shall provide the Florida Department of Business and Professional Regulations the following information regarding condominium/cooperative residential buildings of three or more habitable stories and more than 30 years old, and every ten (10) years thereafter, in electronic format:

- (1) The number of buildings required to have a milestone inspection within the City.
- (2) The number of buildings for which a phase one milestone inspection has been completed.
- (3) The number of buildings granted an extension under the provision of F.S. Sec. 553.899(3)(c).
- (4) The number of buildings required to have a phase 2 milestone inspection after the finding of signs of substantial structural deterioration during the initial phase 1 inspection.
- (5) The number of buildings for which a phase 2 milestone inspection have been completed.
- (6) The number, type, and value of permit applications received to complete repairs required by the phase 2 milestone inspection.
- (7) A list of buildings deemed to be unsafe or uninhabitable as determined by a milestone inspector.
- (8) The license number of the City Building Code Administrator responsible for milestone inspections.

Additionally, the City may require condominium/cooperative associations or management to submit copies of milestone inspection reports and proof of repairs to ensure compliance with this Section.

The Florida Department of Business and Professional Regulation shall be responsible for forwarding all information received electronically under F.S. Subsection 553.899 (13)(a) to the Office of Program Policy Analysis and Government Accountability (OPPAGA). Upon receipt and review, the OPPAGA may require any other information necessary to compile information and provide a report to the President of the Senate and the Speaker of the House of Representatives.



**CITY OF WAUCHULA
CONDOMINIUM INSPECTION REQUIREMENTS CONSISTENT WITH HOUSE BILL 913
STAFF REPORT**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: December 8, 2025

REQUESTED ACTION: (Ordinance 2025-19) City- initiated text amendments to the City of Wauchula Code of Ordinances Chapter 5 – Buildings, Article V. – Unsafe or Dilapidated Buildings to add Sections 5-126 Through 5-129 so as to Comply with the Requirements of 2025 Florida Legislature House Bill (HB) 913, as Codified in F.S. Section 553.899; Providing for Requiring Milestone Inspections for Substantial Structural Damage to Residential Condominiums of Three (3) or More Habitable Stories and 30 Years or More in Age, with Follow-Up Inspections Every 10 Years; Providing for Repair Requirements for Such Buildings with Substantial Structural Damage; Providing for an Administrative Process for the Recording and Reporting of Results of Such Milestone Inspections and Repairs.

HEARING DATES:

- November 17, 2025, 5:30 PM: Planning and Zoning Board (Public Hearing)
- **December 8, 2025, 6:00 PM:** **City Commission Meeting (First Reading)**
- January 12, 2025, 6:00 PM: City Commission Meeting (Adoption Public Hearing)

ATTACHMENTS:

- Ordinance 2025-19

PLANNING AND ZONING BOARD MOTION:

At their November 17, 2025 meeting, the Planning and Zoning Board voted to forward the proposed amendments to the City Commission with a recommendation of approval.

CITY COMMISSION MOTION OPTIONS:

1. I move **approval of Ordinance 2025-19** on first reading.
2. I move **approval of Ordinance 2025-19 with changes** on first reading.
3. I move **continuation to a date and time certain.**

BACKGROUND:

In the wake of the 2021 Surfside Condominium collapse, Florida lawmakers enacted sweeping reforms to enhance safety, transparency, and accountability within condominiums and cooperatives. Most recently, Florida House Bill 913 (HB 913) was signed into law on June 23, 2025 and will take effect on July 1, 2025. HB 913 introduces significant updates to the regulation of condominiums and cooperatives.

It added requirements including:

- Residential condominium buildings of three (3) or more residential stories and over 30 years of age have milestone inspections (engineering) for substantial structural damage, with follow-up inspections every 10 years.
- Requirements for the repair of said residential condominiums showing substantial structural damage through the milestone inspection.
- Requirements for municipal record keeping and reporting requirements to the State for these processes.

Ordinance 2025-19 (attached) includes the proposed language.

ORDINANCE 2025-19

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; AMENDING CODE OF ORDINANCES CHAPTER 5 – BUILDINGS, ARTICLE V. – UNSAFE OR DILAPIDATED BUILDINGS TO ADD SECTIONS 5-126 THROUGH 5-129 SO AS TO COMPLY WITH THE REQUIREMENTS OF 2025 FLORIDA LEGISLATURE HOUSE BILL (HB) 913, AS CODIFIED IN F.S. SECTION 553.899 (F.S. Sec. 553.899); PROVIDING FOR REQUIRING MILESTONE INSPECTIONS FOR SUBSTANTIAL STRUCTURAL DAMAGE TO RESIDENTIAL CONDOMINIUMS OF THREE (3) OR MORE HABITABLE STORIES AND 30 YEARS OR MORE IN AGE, WITH FOLLOW-UP INSPECTIONS EVERY 10 YEARS; PROVIDING FOR REPAIR REQUIREMENTS FOR SUCH BUILDINGS WITH SUBSTANTIAL STRUCTURAL DAMAGE; PROVIDING FOR AN ADMINISTRATIVE PROCESS FOR THE RECORDING AND REPORTING OF RESULTS OF SUCH MILESTONE INSPECTIONS AND REPAIRS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION INTO THE CITY’S CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 2025 Florida Legislature House Bill 913, codified in F.S. Section 553.899 (F.S. Sec. 553.899) added requirements that residential condominium buildings of three (3) or more residential stories and over 30 years of age have milestone inspections (engineering) for substantial structural damage, with follow-up inspections every 10 years; and

WHEREAS, F.S. Sec. 553.899 has added requirements for the repair of said residential condominiums showing substantial structural damage through the milestone inspection; and

WHEREAS, F.S. Sec. 553.899 has added requirements for municipal record keeping and reporting requirements to the State for these processes; and

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(a), Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the City’s Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting on November 17, 2025, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the City Commission for adoption; and

WHEREAS, the City Commission hereby amends Code of Ordinances Chapter 5 – BUILDINGS, ARTICLE V. – UNSAFE AND DILAPIDATED

BUILDINGS as depicted in Section 1 below, adding requirements for milestone inspections, repairs, and administration/documentation so as to conform with the requirements of F.S. Sec. 553.899; and

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

Section 1. AMENDMENT TO THE CODE OF ORDINANCES. The Commission of the City of Wauchula, Florida, amends its Code of Ordinances in the following specific manner: The Code of Ordinances is amended to address the requirements for mandatory structural inspections for condominium and cooperative buildings consistent with Florida Statutes 553.899 as included in "Exhibit "A".

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

Section 3. CODIFICATION. It is the intent of the City of Wauchula to have the amendments to Code of Ordinances Chapter 5 – BUILDINGS, ARTICLE V. – UNSAFE AND DILAPIDATED BUILDINGS codified at the earliest date practicable.

Section 4. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 5. CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances and Unified Land Development Code (ULDC), unless such repeal is explicitly set forth herein.

Section 6. Effective Date. The Ordinance shall take effect immediately upon adoption by the City Commission of the City of Wauchula, Florida.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of ____, 2025.

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

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

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

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

**Exhibit “A”
Ordinance No. XXX
Code of Ordinances Text Amendment**

Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

ARTICLE V. – UNSAFE OR DILAPIDATED BUILDINGS

Sec. 5-126. – Milestone inspections for condominiums/cooperative form of ownership.

All residential buildings under a condominium or cooperative form of ownership, as defined by Florida Statutes (F.S.) chapters 718 or 719, and which are three (3) or more habitable stories in height as defined by the Florida Building Code (FBC), shall be required to have a milestone inspection for substantial structural deterioration, as defined by F.S. subsections 553.899(2)(a)-(b), by December 31 of the year in which the residential condominium/cooperative building reaches 30 years of age from the issuance of its original Certificate of Occupancy (CO), and then every 10 thereafter. In the event that the date of issuance of the CO is unavailable, the date of issuance of the CO shall be the date of occupancy as determined by the City’s Building Official. Buildings which reached 30 years of age prior to July 1, 2022, shall have their initial milestone inspection performed by December 31, 2024. For buildings which reached the 30-Year mark of their CO between on or after July 1, 2022, and before December 31, 2024, the buildings initial milestone inspection shall be performed before December 31, 2025.

Said milestone inspection shall be performed by licensed and state authorized architect or engineer and consist of two phases: Phase 1 milestone inspections shall be visual examinations to assess structural condition. If substantial structural deterioration is identified, a Phase 2 inspection consisting of a more extensive evaluation shall be required to determine necessary repairs or maintenance.

Sec. 5-127. – Repair work for condominium/cooperate buildings showing signs of substantial structural deterioration.

In the event that a Phase 2 structural inspection report shows evidence of substantial structural deterioration, the condominium or cooperative association shall commence such repairs within a time frame established by the City Building Official, but in no circumstance shall such repairs commence greater than 365 days from the receipt of the report. In the event that the association fails to provide evidence of the scheduling or commencement of the repair work during the established time frame, the City shall review and determine if the structure is safe for human habitation.

Sec. 5-128. – Qualifications for persons performing milestone inspections or work required as a result.

Any architect licensed under F.S. Chapter 481 or engineer licensed under F.S. Chapter 471 who performs a milestone inspection shall meet the requirements of F.S. Section 553.889(2)(A), or any design professional, as defined under F.S. Section 558.002, or contractor as defined by F.S. Chapter 489, shall meet all inspector qualifications for such professionals under F.S. Sec. 553.899(12).

Sec. 5-129. – City reporting of information on condominium/cooperative residential building milestone inspection results and repairs to the State of Florida.

On or before December 31, 2025, and before said date each year thereafter, the City Community Development Department shall provide the Florida Department of Business and Professional Regulations the following information regarding condominium/cooperative residential buildings of three or more habitable stories and more than 30 years old, and every ten (10) years thereafter, in electronic format:

- (1) The number of buildings required to have a milestone inspection within the City.
- (2) The number of buildings for which a phase one milestone inspection has been completed.
- (3) The number of buildings granted an extension under the provision of F.S. Sec. 553.899(3)(c).
- (4) The number of buildings required to have a phase 2 milestone inspection after the finding of signs of substantial structural deterioration during the initial phase 1 inspection.
- (5) The number of buildings for which a phase 2 milestone inspection have been completed.
- (6) The number, type, and value of permit applications received to complete repairs required by the phase 2 milestone inspection.
- (7) A list of buildings deemed to be unsafe or uninhabitable as determined by a milestone inspector.
- (8) The license number of the City Building Code Administrator responsible for milestone inspections.

Additionally, the City may require condominium/cooperative associations or management to submit copies of milestone inspection reports and proof of repairs to ensure compliance with this Section.

The Florida Department of Business and Professional Regulation shall be responsible for forwarding all information received electronically under F.S. Subsection 553.899 (13)(a) to the Office of Program Policy Analysis and Government Accountability (OPPAGA). Upon receipt and review, the OPPAGA may require any other information necessary to compile information and provide a report to the President of the Senate and the Speaker of the House of Representatives.

ORDINANCE 2025-21

**AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA;
EXTENDING THE SUSPENSION AND WAIVER OF WATER AND
WASTEWATER IMPACT FEES UNTIL FEBRUARY 1, 2027;
PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE
DATE.**

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

SECTION 1. COMMISSION FINDINGS. In adopting this Ordinance and modifying the City Code of Ordinances, the City Commission of Wauchula, Florida, hereby makes the following findings:

(1) The City is authorized, pursuant to general and special law and its home rule powers contained in statutes and the Florida Constitution, to own, operate, provide and extend central water, wastewater, and reclaimed water services both within and without the City of Wauchula, Florida.

(2) The City operates, controls, and manages an exclusive water, wastewater, and reclaimed water service area both within and without the City limits.

(3) The City has determined that development at urban level densities should be served by a central potable water supply and central wastewater service.

(4) The City has also incurred bonded indebtedness to expand and maintain its central water system and central wastewater system.

(5) Demands for potable water and wastewater capacity led to the construction of new expanded central utilities plant and facilities and extensions of the City's utility system to areas where new customers may connect.

(6) Stringent state and federal water and wastewater treatment and operation standards have been promulgated, and with these increasing costs of constructing central water and wastewater facilities, the City's ability to provide central water and wastewater service within the City may be limited.

(7) The financing of central water and wastewater facilities is complex, requires extensive planning and engineering, and calls for advanced participation by the development community so that adequate public facilities can be provided to meet the impacts of that development.

(8) Impact fees became widespread in Florida during the 1980's when Florida was experiencing rapid growth. The cost of providing the facilities to serve the influx of new residents resulted in a dramatic increases in taxes and utility rates. Additionally, during this time, more stringent environmental regulations were also driving utility rates higher. Municipalities and other governmental entities-imposed impact fees to recover the cost of the new facilities required to serve Florida's rapid growth.

(9) The Florida Supreme Court and the Florida Legislature have mandated that, to be valid, impact fees must meet the dual rational nexus test.

(10) In 1982, the City adopted its first set of water and sewer impact fees, providing that the rate of impact fees would be set by resolution.

(11) On May 8, 2006, the City adopted resolution No. 06-16, which currently controls the water and sewer impact fees levied by the City.

(12) These impact fees were adopted prior to the national economic recession which began in 2008 and which has significantly slowed the growth of the City's utility system.

(13) These fees were also adopted prior to the implementation of section 163.31801, Fla. Stat., which has codified the requirements for establishing a valid impact fee in Florida.

(14) The City received a report from WHH Enterprises that constitutes an impact fee study and that recommended reductions to the City's capital charge structure consistent with the criteria in section 163.31801, Fla. Stat., and in line with other neighboring communities.

(15) For these and other reasons, the City adopted the changes and modifications proposed in Ordinance 2014-06 on June 9, 2014 and suspended and waived the collection of water and wastewater impact fees until May 1, 2015.

(16) The City has full and exclusive authority over the management, operation, and control of all of the City's utilities and the authority to prescribe rules and regulations governing the use of such facilities whenever such are provided by the City, and to make such changes from time to time in such rules and regulations as it deems necessary.

(17) While that moratorium expired, the City continued to waive the collection of water and wastewater impact fees. The City has not collected any such impact fees since the adoption of the original moratorium under Ordinance 2014-06. And in Ordinance 2023-17, adopted on January 13, 2025, the City Commission ratified the past waivers of the collection of water and wastewater impact fees, and extended its suspension and waiver of the collection of water and wastewater impact fees through February 1, 2026.

SECTION 2. EXTENSION OF WAIVER OF COLLECTION OF WATER AND WASTEWATER IMPACT FEES. The City hereby determines to extend its previously adopted suspension and waiver of the collection of water and wastewater impact fees to February 1, 2027.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Policy is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. RATIFICATION OF ORDINANCE 2014-06. Except as expressly set forth in Section 2 hereof, the City Commission hereby ratifies and confirms the validity of Ordinance No. 2014-06.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage.

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this 8th day of December, 2025.

ATTEST:**CITY OF WAUCHULA, FLORIDA**_____
Stephanie Camacho, City Clerk_____
Richard Keith Nadaskay, Jr., Mayor

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this 12th day of January 2026. This ordinance was moved for approval by Commissioner_____. The motion was seconded by Commissioner_____, and upon being put to a vote, the vote was as follows:

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

(SEAL)

ATTEST:**CITY OF WAUCHULA, FLORIDA**_____
Stephanie Camacho, City Clerk_____
Richard Keith Nadaskay, Jr., Mayor**APPROVED AS TO FORM AND LEGALITY:**_____
Kristie Hatcher-Bolin, City Attorney

Surrounding Cities, Towns and Counties Impact Fees

Bowling Green – \$1500 for water, \$3500 for sewer. Tap fees included in cost.

Zolfo Springs - \$500 for water, \$1500 for sewer. Tap fees included in cost.

Avon Park – \$0 for water, \$1250 for sewer in city limits... 3 units or less, \$1563 outside city. If 4 or more units or commercial use, they have a gallons/day formula depending on the type of use.

Sebring – Connection fees below plus additional tap fees, etc.

	<u>Water</u>	<u>Sewer</u>
3/4"	\$950	\$1,624
1"	\$1,607	\$2,762
2"	\$6,381	\$10,782
3"	\$14,283	\$24,364
4"	\$25,705	\$43,855
6"	\$57,035	\$97,463
8"	NA	\$185,202

Lake Placid – Connection fees below plus additional tap fees, etc. Similar to Sebring

	<u>Water</u>	<u>Sewer</u>
3/4"	\$1,800	\$3,200
1"	\$,4500	\$,5460
2"	\$9,000	\$21,440
3"	\$27,000	\$48,060
4"	\$45,000	\$92,000
6"	\$93,000	\$192,000

Arcadia – Waived impact fees

Desoto County – Waived impact fees

Hardee County - \$1500 for water, \$3500 for sewer, tap fees included in cost

Fort Meade - \$950 for water plus \$1,072 tap fee

\$1,930 for sewer plus \$300 tap fee

Also have to pay County impact fee of \$12,350. Ft Meade collects very small percentage of that number.

Highlands County – currently waived but BOCC just approved \$351,884 study to evaluate what impact fees need to be. They plan to charge impacts fees once the study is complete...

Frostproof –\$1,875 for Water plus \$275 tap plus many other fees.

\$3,750 for Sewer plus \$500 tap, no additional fees.

Also have to pay County impact fee of \$12,350. Same as Ft Meade.

TIF REIMBURSEMENT PROGRAMS INFORMATION AND APPLICATION

It is the intent of the tax increment financing programs (TIF) to incentivize development and redevelopment by allowing for the reimbursement of tax increment generated as a result of property improvements. The program offers two options for TIF reimbursement; TIF Generation or Infrastructure.

TIF Generation Program will reimburse 75% of the tax increment generated and collected each year for 5 years, beginning the first full year after the project is complete.

Infrastructure Program will reimburse up to 50% of the costs associated with infrastructure requirements (PROJECT) defined in the City of Wauchula Land Development Code. Said costs will be demonstrated in the form of a bond. The TIF reimbursement will be paid each year at a rate of 50% of TIF collected until the 50% value of the bond is reached. At no time will rebate extend beyond the life of the CRA (2057). Reimbursement will begin the first full year after the PROJECT is complete.

- Infrastructure includes but not limited to roads, sidewalks, streetlights, water/sewer, and electric.

It is a goal of the Wauchula CRA to enhance the look and feel of new neighborhoods being developed and therefore this program offers opportunities to accelerate the reimbursement rate of the Infrastructure Program. See the **ACCELERATOR CRITERIA AND INFORMATION** section of this document for more information.

The Wauchula CRA Board has the authority to amend, edit, or change any program eligibility requirements and processes.

APPLICATION:

1. Completed application form
2. Project plans/description
3. Current Assessed Value
4. Project Budget

ELIGIBILITY

- To be considered for incentives, a project must be located in the Wauchula CRA area shown on the attached map.
- The project must have a value of at least 50% of the current assessed value of the property.
- The development must continue to be built out according to the timeline presented and approved. If at any point the development ceases to move forward, the CRA Board reserves the right to terminate the TIF Program Agreement and stop any future payments.
- Property must be owned by a For-Profit entity that is assessed and pays property tax.
- The project must be consistent with goals described in the CRA Redevelopment Plan 2019:

LAND USE

- Adaptive reuse and redevelopment of buildings
- Identify and support partnerships with private properties with emphasis on historic building renovations
- Use infrastructure investments to leverage, focus, and shape the location and intensity of development

- Continue brownfield clean up and redevelopment
- Provide incentives to for both single-family and multi-family housing,
- as well as affordable and workforce housing, as needed
- Focus on infill housing developments and develop assistance/partner on
- programs for home ownership

ECONOMIC DEVELOPMENT

- Cooperation and continued partnership with Main Street Wauchula Inc. to promote economic development and to raise awareness of businesses in the CRA boundaries
- Keep open potential for bonding of improvements in the future
- Establish a prioritization of grant projects and assistance including ROI (TIF revenue thresholds)
- Continue to identify additional non CRA funding options including but not limited to grants and private funding

TRANSPORTATION & MOBILITY

- Improved traffic flow
- Monitor parking in the downtown and evaluate the need for additional parking (should the need arise)
- Explore opportunities for multimodal services, as needed
- Safer travel ways for pedestrian and bicyclists, including development of more sidewalks and general roadway improvements
- Reduced heavy vehicle impacts
- Increased traffic safety

CULTURAL & RECREATIONAL RESOURCES

- Unify the community through activities in City parks including fitness activities, music, and movies
- Redevelop Crews Park and begin construction of Peace River Park
- Identify new park opportunities including those at the neighborhood level
- Follow and implement park redevelopment per parks master plan where economically feasible
- Work with local partners to bring cultural activities to historic City auditorium

PROCESS

1. Submit all required documents.
 - Completed application form
 - Project plans/description
 - Current Assessed Value
 - Project Budget
 - Infrastructure Bond (for Infrastructure Program)
2. If the property is located in HC1, the project is subject to Historic Preservation Board review and approval of the project for any exterior changes to the property.
3. A motion to approve TIF would be predicated on compliance with the conditions of the policy. The Board can make a judgement to deviate from the criteria to either approve or disapprove an application.
4. Approved applicants will enter into an agreement with the WCRA.
5. Once approved by the WCRA, a copy of the building permit stating the value of the improvements shall be provided by the Applicant for the WCRA's records.

6. A Lessee may make the application on behalf of the Property Owner in the event of a long-term net lease where the tenant pays the taxes, but the actual final agreement must be signed by the Property Owner or the Lessee. In the case of a Lessee who is responsible for payment of property taxes, the Property Owner would sign the agreement acknowledging that the Lessee would be entitled to the reimbursement.
7. In order to receive the annual reimbursement, the developer must submit a request for reimbursement along with proof of payment of property taxes each year and W-9.
8. Reimbursement will begin the first full year after the Project is complete.
9. Projects will be reviewed by WCRA Staff to ensure projects are completed as presented to and approved by the WCRA Board.
10. Once funding for any property has been awarded, businesses occupying that property or the building owner cannot reapply for another TIF Program incentive at same location for a five (5) year period unless project has pre-approved phases.

ACCELERATOR CRITERIA AND INFORMATION (for TIF Infrastructure Program only)

The intent of the accelerator option for the TIF Infrastructure Program is to encourage the construction of homes that reflect architecturally distinctive design and avoid a 'builder-grade' appearance. Exterior elevations shall incorporate varied rooflines, quality materials, and enhanced detailing (such as porches, shutters, and trim) to promote curb appeal. ensuring a visually diverse and character-rich streetscape.

Builders following the intent of the program may qualify for an increase to the 50% annual reimbursement awarded under the TIF Infrastructure Program. Whether a project meets the intent of the program is at the discretion of the Wauchula CRA Board. Each area of eligibility is reviewed independently of the others.

Accelerator Eligible Enhancements must be reviewed and approved prior to construction. The percentage increase for approved enhancements will begin after 50% of the proposed homes are constructed. Any increases will cease if construction fails to meet the intent of the accelerator option awarded.

Eligible Enhancements & Reimbursement Percentages

1. **Varied Elevations** – Incorporation of multiple rooflines/roof pitches, façade treatments, architectural styles, staggered setbacks, and varying garage placements to avoid repetition and uniform appearance in an effort to provide visual diversity.
Reimbursement: 15%
2. **Enhanced Exterior Detailing** – Use of features such as shutters, porches, decorative trim, or columns to improve curb appeal.
Reimbursement: 15%
3. **High-Quality Materials** – Use of upgraded materials such as brick, stone, fiber cement siding, or architectural shingles.
Reimbursement: 10%
4. **Distinctive Color Palettes** – Application of exterior colors that are complementary yet varied within the streetscape, ensuring no more than two identical color schemes in succession.
Reimbursement: 5%
5. **Upgraded Windows & Doors** – Incorporation of enhanced window designs, transoms, sidelights, or decorative door treatments.
Reimbursement: 5%

GUIDING PRINCIPLES FOR THE ACCELERATOR ELIGIBLE ENHANCEMENTS

Guiding principles are subject to interpretation by the Wauchula CRA Board.

General Description

- Architecturally distinctive
- Enhanced curb appeal
- Character-driven design
- Neighborhood-compatible architecture
- Elevated residential design

Detailing & Materials

- Use of high-quality, durable materials (brick, stone, fiber cement, etc.)
- Enhanced exterior detailing (trim, shutters, porches, columns, etc.)
- Varied rooflines, façades, and elevations
- Thoughtful color palettes that complement the streetscape
- Upgraded window and door styles for added character

Avoiding Repetition

- No more than two homes with the same elevation or color scheme in a row
- Variety in front façades to prevent a repetitive or “cookie-cutter” appearance
- Staggered setbacks, roof pitches, and garage placement to add visual interest

Applicant Name: _____

Mailing Address: _____

Business Name: _____

Property Owner Name: _____

Property Address: _____

Applicants Phone Number: _____ Email: _____

I hereby submit the following application for consideration by the Wauchula Community Redevelopment Agency Board. I understand that the request must be approved by the Board and that funding is not guaranteed. I also understand that award monies will be dispersed as defined in the Process section of the Information and Application packet.

I acknowledge that I have read and understand the program details and requirements.

I acknowledge the project must be completed according to the timeline submitted with this Application. Should any changes be made to the project without prior approval by the WCRA Board, I understand that the award will be void.

I acknowledge that the property to be improved does not have any delinquent ad valorem taxed and is free from all municipal and county liens, judgements, and encumbrances of any kind.

 Print Name of Applicant

 Applicant Signature

 Date

 Print Name of Property Owner

 Property Owner Signature

 Date

Staff Notes: _____

INFRASTRUCTURE SCENERIO EXAMPLE

TIF PROGRAM PROJECTION

SINGLE FAMILY HOUSING
PROJECT

PROJECT	Infrastructure Cost - \$1,500,000				Award Amount - \$750,000					
	1997 ASSESSED TAXES	POST CONSTR PROJ ASSESSED TAXES		PROJ TIF YR 1	PROJ TIF YR 2	PROJ TIF YR 3	PROJ TIF YR 4	PROJ TIF YR 5	PROJ TIF YR 6	
CITY	\$222.38	\$95,941.00		\$90,932.69	\$90,932.69	\$90,932.69	\$90,932.69	\$90,932.69	\$90,932.69	
HC	\$431.93	\$155,300.00		\$147,124.67	\$147,124.67	\$147,124.67	\$147,124.67	\$147,124.67	\$147,124.67	
TOTAL COLLECTED										
TOTAL PAID TO PROJ @ 50%				\$238,057.36	\$238,057.36	\$238,057.36	\$238,057.36	\$238,057.36	\$238,057.36	
TOTAL REMAINING IN CRA FUND				\$119,028.68	\$119,028.68	\$119,028.68	\$119,028.68	\$119,028.68	\$119,028.68	

	1997 ASSESSED TAXES	POST CONSTR PROJ ASSESSED TAXES	PROJ TIF YR 6	TOTAL CRA
CITY	\$222.38	\$95,941.00	\$90,932.69	\$636,528.82
HC	\$431.93	\$155,300.00	\$147,124.67	\$1,029,872.67
TOTAL COLLECTED			\$238,057.36	\$1,666,401.49
TOTAL PAID TO PROJ @ 50%			\$119,028.68	\$833,200.74
TOTAL REMAINING IN CRA FUND			\$119,028.68	\$833,200.74

TIF FUND FORMULA

(Current Year Tax – 1997 Base Year) x 95% = amount paid into the TIF Fund