



CITY COMMISSION AND CRA BOARD MEETING AGENDA

Monday, April 14, 2025 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

MINUTES FOR APPROVAL

- 1.** Minutes for 3/3/2025 Commission Workshop and 3/10/2025 Commission Meeting

Recommended Action: Commission's Approval

PUBLIC COMMENT / NON-AGENDA ITEMS

PRESENTATIONS

- 2.** Proclamation 2025-02 National Public Safety Telecommunicator Week

Recommended Action: Commission's Approval

- 3.** Proclamation 2025-03 Water Conservation Month

Recommended Action: Commission's Approval

- 4.** Proclamation 2025-04 National Day of Prayer

Recommended Action: Commission's Approval

ORDINANCES / PUBLIC HEARINGS

- 5.** Ordinance 2025-04 Future Land Use Map Amendment for Hardee County BOCC Property on US Highway 17

Recommended Action: Commission's Approval

- 6.** Ordinance 2025-05 Zoning Amendment for Hardee County BOCC for Property on US Highway 17

Recommended Action: Commission's Approval

- 7.** Ordinance 2025-06 Fencing Text Amendment

Recommended Action: Commission's Approval

CITY MANAGER / NON-CONSENT

- 8.** Power Cost Adjustment

- [9.](#) Foreclosure - 126 E Townsend St
Recommended Action: Commission's Approval
- [10.](#) Foreclosure - 121 W Main St
Recommended Action: Commission's Approval
- [11.](#) Resolution 2025-08 FDOT PTGA Wauchula Municipal Airport Fuel Farm Project
Recommended Action: Commission's Approval

CONSENT AGENDA

- [12.](#) Sign Permit Application - 915 N 6th Ave
- [13.](#) Forbearance Agreement - 212 Louisiana St
- [14.](#) Resolution 2025-07 Variance for 314 S 10th Ave
- [15.](#) ITN 25-01 Employee Medical Self-Funded Pools
- [16.](#) Special Event Application - Hometown Happy Hour
Recommended Action: Commission's Approval on items 12-16

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

- [17.](#) Strategic Plan Dashboard

CITY COMMISSIONER REPORTS

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

- [18.](#) Approval of Minutes for 3/3/2025 CRA Workshop, and 3/10/2025 CRA Meeting
Recommended Action: Board's Approval
- [19.](#) CRA RFQ 25-01 Award Recommendation
Recommended Action: Board's Approval
- [20.](#) CRA RFQ 25-02 Award Recommendation
Recommended Action: Board's Approval

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

- 21. Approval of CRA Board Actions
Recommended Action: Commission's Approval

REMINDERS

- 22. April 18, 2025 City offices closed in observance of Good Friday
May 5, 2025 City Commission Workshop at 5:00 pm
May 12, 2025 City Commission Meeting at 6:00 pm

ADJOURNMENT



CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, March 03, 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

Nadaskay called the workshop to order.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Gary Smith

ABSENT

Commissioner Sherri Albritton

STAFF PRESENT

Olivia Minshew, City Manager
John Eason, Deputy City Manager
Sandee Braxton, Assistant City Manager
Kristie Hatcher-Bolin, City Attorney
Jessica Newman, CRA Director
Kyle Long, Community Development Director
Ward Grimes, Director of Project Management and Procurement
Brandon Ball, Chief of Police
Stephanie Camacho, City Clerk

OPEN COMMISSION WORKSHOP

Nadaskay opened the Commission workshop.

1. Fire Prevention Discussion

Ken McDuffie, Hardee County Fire Marshall, reviewed the fire prevention and protection codes in Hardee County Ordinance 2025-01.

2. CFRPC Services Overview

Jennifer Codo-Salisbury, Central Florida Regional Planning Council, provided an overview of planning advisory services offered through CFRPC and various areas of support offered to clients.

3. CFRPC Board Appointment

Commissioner Miller volunteered to serve on the CFRPC Board. There were no objections from the Commission.

4. Swine & Wine Special Event Application

Braxton presented the application on behalf of the Hardee County Chamber of Commerce Board, requesting the partial closure of George Burris Street for the event.

5. Resolution 2025-05 FDOT PTGA Wauchula Municipal Airport

Eason presented the resolution authorizing the City to enter into an agreement with FDOT for reimbursement of up to \$325,000 for the design and construction of a new rotating beacon and tower at the airport.

6. Resolution 2025-06 Right of Way Vacation

Long presented the resolution, requested by the developer of the property, to vacate a certain unnamed and unutilized right-of-way near the area of East Bay Street and South 1st Avenue. After some discussion, the Commission decided to include a contingency that the right-of-way shall become effective upon the recording of the Plat for the property in which the right-of-way is located.

7. Surplus Equipment

Grimes presented the following equipment for surplus:

Unit 33A - 2003 Caterpillar GP30K Forklift - Serial number AT13E30940

Unit 82 - 1988 Multi Quip Roller/Compactor

Unit SS-10 - 2004 Polaris Ranger - ID number 4XARB42A94D440725

Unit SS-09 - 2000 Club Car Golf Cart - Serial number A9742-616513

Unit BFM001 - Cushman Groom Master Ball Field Machine

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the Commission workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA workshop.

8. CRA RFP 24-05 Bid Award Recommendation

Newman presented the recommendation to award the contract to JCR Construction & Services.

9. Bay Street Housing Development Discussion

Newman presented cost estimates for extending utilities to the proposed development and recommended shifting funds from the Seminole Street project to fund the infrastructure and sidewalks leading up to the development and then the developer would apply for the existing in-fill housing program.

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 5:55 p.m.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, March 10, 2025 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

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PRESENT

Mayor Pro Tem Russell Smith

Mayor Keith Nadaskay

Commissioner Sherri Albritton

Commissioner Gary Smith

ABSENT

Commissioner Anne Miller

STAFF PRESENT

Olivia Minshew, City Manager

John Eason, Deputy City Manager

Sandee Braxton, Assistant City Manager

Kristie Hatcher-Bolin, City Attorney

Jessica Newman, CRA Director

Kyle Long, Community Development Director

Ward Grimes, Director of Project Management and Procurement

Brandon Ball, Chief of Police

Stephanie Camacho, City Clerk

APPROVAL OF AGENDA

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.

Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

MINUTES FOR APPROVAL

1. Minutes for 2/3/2025 Commission Workshop and 2/10/2025 Commission Meeting

Recommended Action: Commission's Approval

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.

Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

PUBLIC COMMENT / NON-AGENDA ITEMS

None presented.

PRESENTATIONS

2. Proclamation 2025-01 Bubbles' Day

Recommended Action: Commission's Approval

Diane Beatty, Development Director | Center for Great Apes
Beatty presented the proclamation to the Commission.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

3. City of Wauchula Cemetery Discussion

At the request of Commissioner Albritton, Minshew presented information regarding the City's cemetery. Minshew stated all lots were sold and the City had collected approximately \$35,000 in payments this year. Minshew also noted the City spent approximately \$240,000 in maintenance on the cemetery this year. Minshew shared some data from research done by City staff regarding other cemeteries within Hardee County.

There were public comments from Hardee County residents Greg Shackelford and Hollis Albritton who stated they felt this was a countywide problem and suggested reaching out to funeral homes or looking into a grant or donation of land.

It was commented that there were not a lot of options to purchase vacant land within the City limits. The idea was mentioned to discuss the issue with the County manager to see if there was anything they could do.

ORDINANCES / PUBLIC HEARINGS

4. Ordinance 2025-01 Hearing Procedures Regarding Dangerous Dogs - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing. Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

5. Ordinance 2025-02 Solid Waste Rate Changes - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing. Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

6. Ordinance 2025-03 Annexation of 0 US Highway 17 North - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing. Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

Nadaskay recessed the City Commission meeting and convened the General Pension Board meeting

GENERAL PENSION BOARD AGENDA

7. Approval of Minutes for 12/9/2024 General Pension Board Meeting

Recommended Action: Board's Approval

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

8. Quarterly Pension Report

Recommended Action: Board's Approval

Braxton presented the quarterly report to the Board.

Motion made by Commissioner G. Smith, Seconded by Mayor Pro Tem R. Smith.
Voting Yea: Mayor Nadaskay, Commissioner Albritton

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

Nadaskay adjourned the General Pension Board meeting and reconvened the City Commission meeting.

9. Approval of General Pension Board's Actions

Recommended Action: Commission's Approval

Motion made by Mayor Pro Tem R. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Nadaskay, Commissioner G. Smith

CITY MANAGER / NON-CONSENT

10. Power Cost Adjustment

Minschew presented the February power cost adjustment.

CONSENT AGENDA

11. Appointing Commissioner Anne Miller to the CFRPC Board
12. Swine & Wine Special Event Application
13. Resolution 2025-05 FDOT PTGA Wauchula Municipal Airport Rotating Beacon and Tower Project
14. Resolution 2025-06 Right of Way Vacation
15. Surplus Equipment

Recommended Action: Commission's Approval on items 11-15

Rene Sanow - 302 Azalea Hill Rd

Sanow addressed the Commission and expressed her concerns regarding Resolution 2025-06. Sanow stated this right-of-way was adjacent to her property and she felt this was already a high traffic and high crime area. Sanow was concerned that a high density development would only add to those issues. Sanow stated she would prefer to see a recreational park there instead.

Hatcher-Bolin stated the development itself was a separate issue and explained the contingency that the vacation only happens if a new plat is approved and recorded.

The developer, Sergio Jimenez, was present and said he would take the concerns into consideration.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem r. Smith, Mayor Nadaskay

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

Nadaskay recessed the City Commission meeting and convened the CRA Board meeting.

CRA AGENDA

16. Approval of Minutes for 2/3/2025 CRA Workshop, and 2/10/2025 CRA Meeting

Recommended Action: Board's Approval

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

17. CRA RFP 24-05 Bid Award Recommendation

Recommended Action: Board's Approval

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

18. In-Fill Housing Funds

Recommended Action: Board's Approval

Amended motion to approve the use of in-fill housing funds to assist with future in-fill housing development on the Farr Grove property, specifically for the purposes of extending utilities and sidewalks to the area.

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

Nadaskay adjourned the CRA Board meeting and reconvened the City Commission meeting.

19. Approval of CRA Board Actions

Recommended Action: Commission's Approval

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

REMINDERS

April 7, 2025 City Commission Workshop at 5:00 pm

April 14, 2025 City Commission Meeting at 6:00 pm

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the City Commission meeting at 7:02 p.m.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk

**PROCLAMATION 2025-02****NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 13-19, 2025**

WHEREAS, emergencies can strike unexpectedly, requiring swift action from law enforcement, firefighters, and emergency medical services; and

WHEREAS, the ability of our first responders to protect lives and preserve property is largely dependent on their ability to respond quickly and efficiently; and

WHEREAS, the dedication of the Public Safety Telecommunicators is a critical part of this response, ensuring that accurate and timely information is provided to those who need it most; and

WHEREAS, these skilled professionals serve as the vital first point of contact, acting as the bridge between the community and emergency services during moments of crisis; and

WHEREAS, the Public Safety Telecommunicators in Hardee County continually provide invaluable support to law enforcement, firefighters, and paramedics, enhancing their safety and effectiveness in the field; and

WHEREAS, the contributions of these men and women have been instrumental in helping to solve crimes, extinguish fires, and deliver lifesaving medical care; and

WHEREAS, each telecommunicator consistently exemplifies exceptional professionalism, empathy, and unwavering commitment in their roles.

NOW THEREFORE BE IT RESOLVED, that the City of Wauchula declares the week of April 13-19, 2025 to be National Public Safety Telecommunicators Week, in recognition of the tireless work, professionalism, and commitment of those whose efforts help keep our community safe.

DULY ADOPTED AND PROCLAIMED this 14th day of April, 2025 at a regular meeting of the City Commission of the City of Wauchula, Florida.

ATTEST:

CITY OF WAUCHULA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By: _____
Kristie Hatcher-Bolin, City Attorney

Declaring April Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Wauchula are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Wauchula and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Wauchula has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW THEREFORE BE IT RESOLVED that the City Commission of Wauchula hereby proclaims April 2024 as Water Conservation Month

BE IT FURTHER RESOLVED that the City Commission of Wauchula is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

DULY ADOPTED AND PROCLAIMED this 14th day of April, 2025 at a regular meeting of the City Commission of the City of Wauchula, Florida.

(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

PROCLAMATION 2025-04**NATIONAL DAY OF PRAYER
MAY 1, 2025**

WHEREAS, throughout the history of America we have poured out prayers to the God of hope; in times of crisis and celebration, in prosperity and need, in times of war and peace we have poured out praise to God for all He is, thanks to God for all He has done, confession and pleas for forgiveness when we have parted from His Word and will, and poured out intercession asking for His heart and hand to move for the sake of our neighbors and nation, and our history is filled with His grace, goodness, and abundant answers to those prayers; and

WHEREAS, from the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God; and

WHEREAS, the National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, in our city and across America the observance of the National Day of Prayer will be held on Thursday, May 1, 2025, with the theme, "Pour Out to the God of Hope and Be Filled" based on the verse in Roman 15:13 that is a prayer and a promise, "Now may the God of hope fill you with all joy and peace in believing, so that you will abound in hope by the power of the Holy Spirit."

NOW THEREFORE, I, Keith Nadaskay, Mayor of the City of Wauchula, do hereby proclaim, May 1st, 2025, as a day of prayer throughout our City and I commend this observance to our citizens and request that prayers be poured out for our City; for our neighbors as we live, serve, work, and learn together that we made be filled with all joy and peace and abound in hope.

ADOPTED AND PROCLAIMED this 14th day of April, 2025 at a regular meeting of the City Commission of the City of Wauchula, Florida.

(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



**CITY OF WAUCHULA
FUTURE LAND USE AND ZONING AMENDMENT
STAFF REPORT & PROPOSED AMENDMENTS**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: April 14, 2025

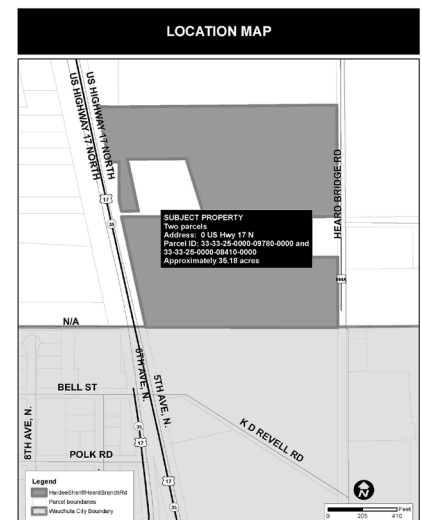
REQUESTED ACTION: **AN APPLICANT-INITIATED FUTURE LAND USE MAP AMENDMENT AND ZONING MAP AMENDMENT – East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).**

Ordinance 2025-04: An applicant-initiated request to amend the **Future Land Use classification** from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).

Ordinance 2025-05: An applicant-initiated request to amend the **Zoning Map** from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).

BACKGROUND:

The Hardee County Board of County Commissioners (applicant) is requesting the assignment of a City of Wauchula Future Land Use and Zoning designation on a 35.18-acre property (two parcels) that was recently annexed into the City. They are requesting the City assign a Future Land Use designation of Public/Semi-Public (PSP) and a Zoning District of Public/Semi-Public (P/SP) to facilitate the development of a new Hardee County Sheriff's Office Administration building and jail.



FUTURE LAND USE REQUEST

The applicant is requesting a Future Land Use Map amendment from County Town Center to City Public/Semi-Public (PSP). Descriptions for both the existing and proposed Future Land Use categories are provided as follows.

EXISTING FUTURE LAND USE

Hardee County Comprehensive Plan, Future Land Use Element, Policy L1.2 – Town Center:

The Town Center category accommodates a mix of higher densities and intensities of land uses appropriate to some areas of unincorporated Hardee County. The widest range and highest densities and intensities of land uses are intended. Residential, commercial, industrial, recreational, public, and other uses are intended to be developed in close proximity to maintain or reduce distance between residences, employment areas, commercial areas and entertainment areas.

PROPOSED FUTURE LAND USE

City of Wauchula Comprehensive Plan, Future Land Use Element, Policy 1.6(h) – Public/Semi-Public:

This category includes local government buildings, educational facilities, hospitals, and other public and semi-public properties which are accessible to all citizens, compatible with adjacent land uses and the environment, and promote the efficient use of infrastructure. Compatible public land uses are permissible within all land use designations. The floor area ratio for public buildings shall not exceed 2.0.

ZONING REQUEST

The applicant is requesting a Zoning Map amendment from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) Descriptions for both the existing and proposed Zoning categories are provided as follows.

EXISTING ZONING

Hardee County Land Development Code, Section 3.04.10(A) – C-2 General Commercial District.

The primary purpose of this zoning district is to provide areas in Hardee County for the establishment of major commercial centers serving the needs of the community and the region. Other land uses encouraged in the district include: professional offices, limited medium density residential, light industrial, public and community services and recreation facilities land uses.

And

Hardee County Land Development Code, Section 3.04.01(A) – A-1 Agricultural District.

The primary purpose of this zoning district is to provide areas in Hardee County for the primary practice of unlimited agriculture, very low density residential, low

intensity commercial services, industrial, public and community services, and recreation and open space land uses. Recreation uses are consistent and compatible with the Agriculture (A-1) district, when the primary function is public or private, not-for-profit recreation.

PROPOSED ZONING

City of Wauchula Land Development Code, Section 2.02.02.13(B) - P/SP Public/Semi Public Buildings and Grounds

To identify local government buildings, educational facilities, hospitals, and other public and semi-public buildings and grounds, which are accessible to all citizens, compatible with adjacent land uses and the environment, and promote the efficient use of infrastructure. Properties which are publicly owned and open to recreational use by the public are included in this category. It encompasses sports facilities, and city, county, and state owned parks.

PROPERTY INFORMATION

The request includes two parcels totaling approximately 35.18 acres. The property has a Future Land Use designation of County Town Center and zoning designations of County General Commercial (C-2) and County Agriculture (A-1). The property owner is requesting the City assign a Future Land Use designation of Public/Semi-Public (PSP) and a Zoning District of Public/Semi-Public (P/SP) to facilitate the development of a new Hardee County Sheriff's Office Administration building and jail.



ANALYSIS:

SURROUNDING PROPERTIES:

As illustrated in the table below, the property is surrounded by commercial, public, and agricultural uses. The property to the south is in Wauchula and the property to the north, east, and west are in unincorporated Hardee County.

<u>Northwest:</u> FLU: County TC Zoning: County C-2 Use: Commercial	<u>North:</u> FLU: County TC Zoning: County C-2 and County A-1 Use: Agriculture	<u>Northeast:</u> FLU: County TC Zoning: County A-1 Use: Agriculture
<u>West:</u> FLU: County TC Zoning: County C-2 Use: Commercial	<u>Subject Property:</u> Current FLU: TC Requested FLU: PSP Current Zoning: County C-2 and County A-1 Requested Zoning: PSP Use: Vacant	<u>East:</u> FLU: County TC Zoning: County A-1 Use: Residential and Agriculture
<u>Southwest:</u> FLU: PSP Zoning: PSP Use: Public	<u>South:</u> FLU: PSP Zoning: PSP Use: Public	<u>Southeast:</u> FLU: LDR Zoning: R-3 Use: Residential

LAND USE IMPACTS ANALYSIS:

Table 1 includes the density/intensity for the amendment to the Future Land Use Map request for the property, which results in a potential Decrease of 168 DU and increase of 1,532,441 sf non-residential.

Table 1:
Analysis of Impacts from Proposed Future Land Use Map Amendment

	Existing FLU: County Town Center (35.18 acres)	Proposed FLU: Town PSP (35.18 acres)
Density/Intensity	12 DU/acres and 40% of site at 2.0 FAR for General Commercial and 20% of site at 1.0 FR for Industrial	FAR 2.0
Density Potential	168 dwelling units and 1,225,952 sf General Commercial and 306,488 sf Industrial	3,064,881 sf public uses
Difference	Decrease of 168 DU and increase of 1,532,441 sf non-residential	

The proposed Future Land Use, is compatible with the Comprehensive Plan conditions and is compatible with the surrounding area based on the Future Land Uses assigned to nearby properties in the City limits.

Table 2 includes the density/intensity for the amendment to the Zoning Map request for the property, which results in a potential decrease of 3 DU and decrease of 16,553 sf non-residential

**Table 2:
Analysis of Impacts from Proposed Zoning Map Amendment**

	Existing Zoning: Hardee AG (17.4 acres) Hardee C-2 (17.78 ac)	Proposed Zoning: City P/SP (35.18 acres)
Density/Intensity	Hardee AG: 1 DU/ 5 acres C-2: 2.0 FAR	1.0 FAR
Density Potential	3 DU 1,548,993 sf commercial	1,532,440 sf public uses
Difference	Decrease of 3 DU and decrease of 16,553 sf non-residential	

The proposed Future Land Use is compatible with the Comprehensive Plan conditions and is compatible with the surrounding area based on the Future Land Uses assigned to nearby properties in the City limits. The proposed zoning is compatible with the companion Future Land Use request. More information is available in the Land Use Analysis located below.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

Potable Water and Wastewater

The City has capacity in both systems to serve development of this property. The applicant will be responsible for connections to the City's systems.

Traffic/Transportation

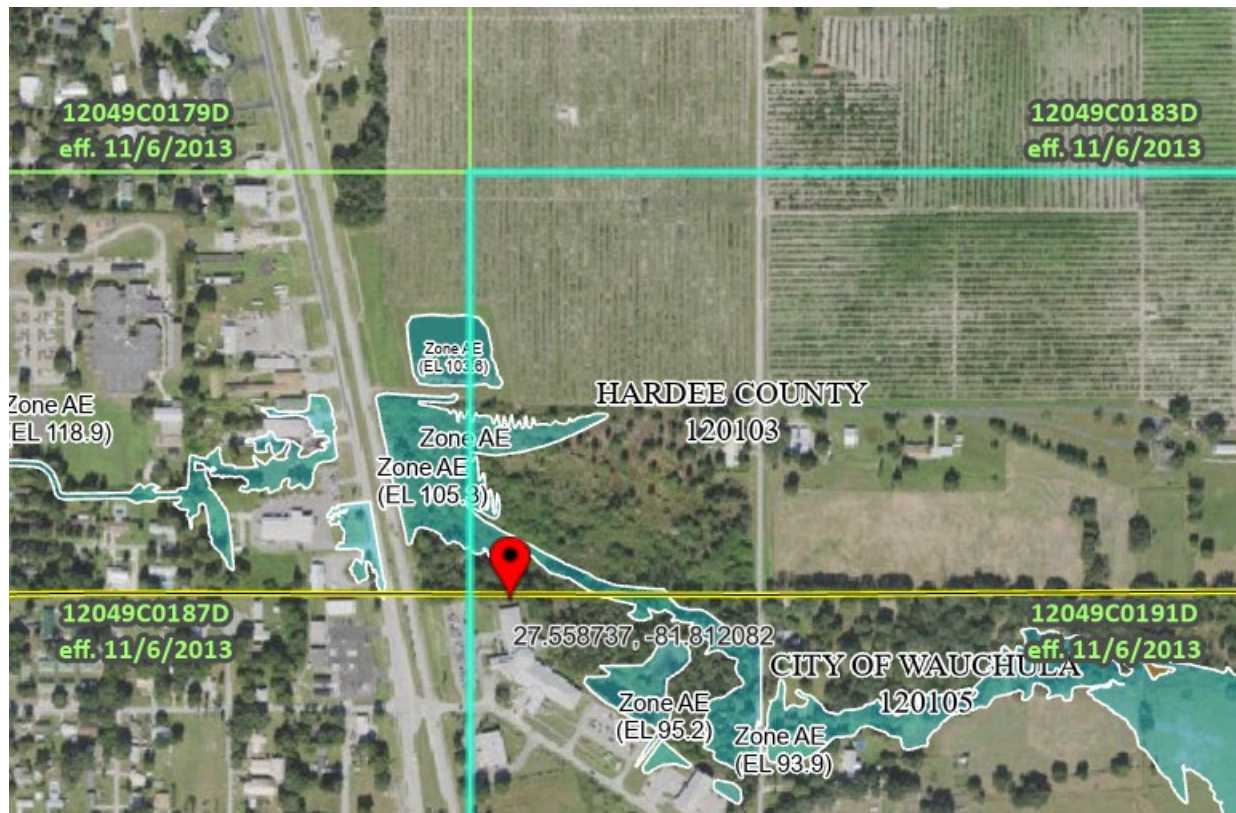
The site is bordered by US 17 on the west and Heard Branch Road on the east. US 17 is a state maintained road and Heard Branch Road adjacent to the property is county-maintained. As the project moved forward to site plan review, the applicant would have to coordinate with the FDOT and the County regarding driveway permits and impacts to the system.

Environmental Impacts

According to the FEMA FIRM maps (see snippet below), portions of the site are located in a FEMA Flood Zone AE. Development of the site will have to meet the requirements of Section 5.01.00 of the Land Development Code.

School Impacts

The requested Future Land Use and Zoning do not permit the development of residential developments, therefore there are no proposed impacts to schools.



CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The Future Land Use Map amendment is **consistent** with the City of Wauchula Comprehensive Plan. The change in Future Land Use for the property will permit the property owner to utilize the land for governmental service activities.

The Zoning amendment is **consistent** with the proposed Future Land Use Map amendment.

PLANNING AND ZONING BOARD MOTION:

At their March 17, 2025 meeting, the Planning and Zoning Board voted to recommend approval of the change in Future Land Use from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000) to the City Commission.

At their March 17, 2025 meeting, the Planning and Zoning Board voted to recommend approval of the applicant-initiated request to amend the Zoning from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).

PUBLIC HEARING 1: FUTURE LAND USE

MOTION OPTIONS:

1. I move **recommendation of approval to the City Commission** for a change in Future Land Use from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
2. I move **recommendation of approval with changes to the City Commission** for a change in Future Land Use from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
3. I move **recommendation of denial to the City Commission** for a change in Future Land Use from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
4. I move **continuation to a date and time certain.**

PUBLIC HEARING 2: ZONING

MOTION OPTIONS:

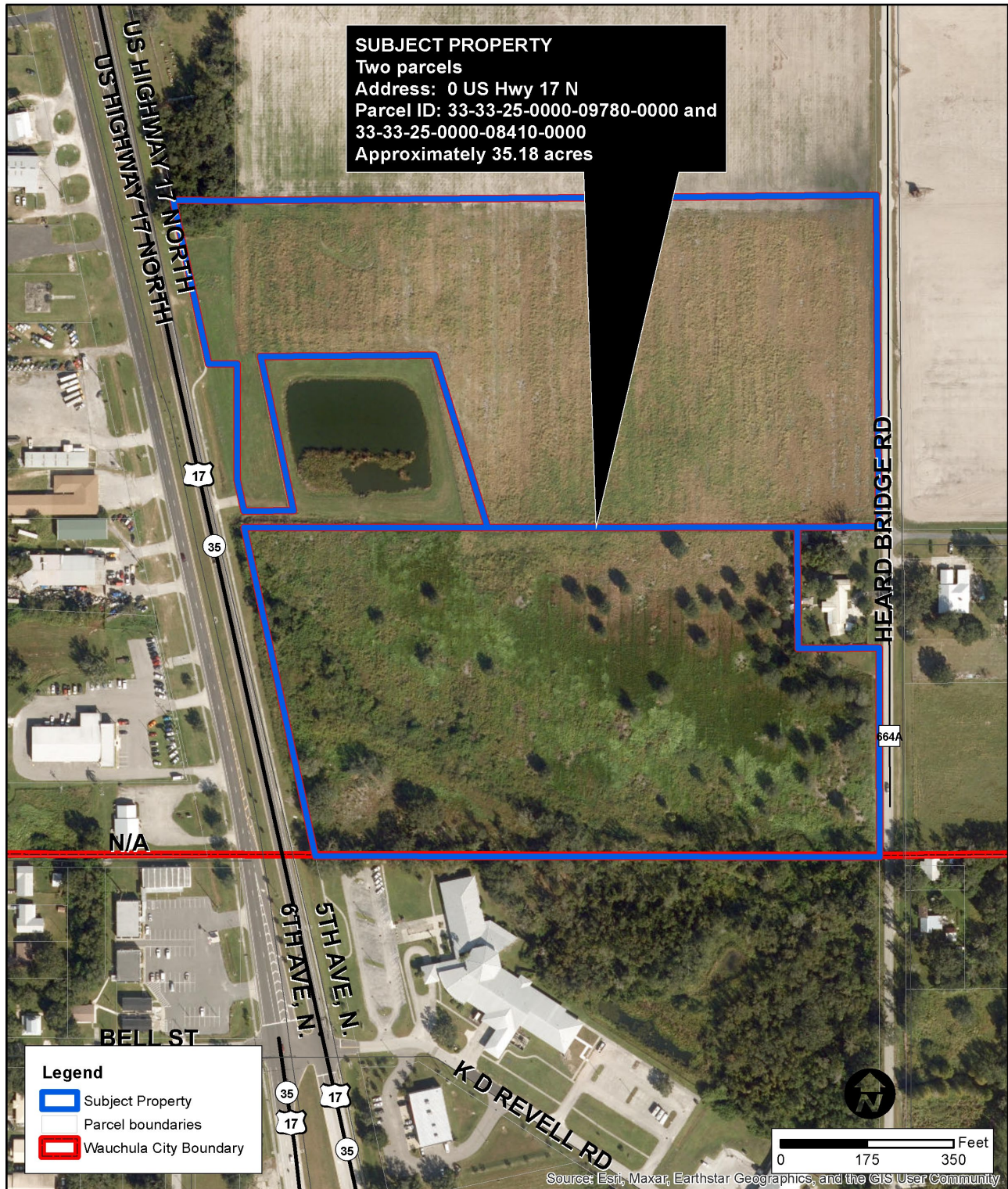
1. I move **recommendation of approval to the City Commission** for an applicant-initiated request to amend the Zoning from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
2. I move **recommendation of approval with changes to the City Commission** for an applicant-initiated request to amend the Zoning from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
3. I move **recommendation of denial to the City Commission** for an applicant-initiated request to amend the Zoning from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
4. I move **continuation to a date and time certain.**

Attachments:

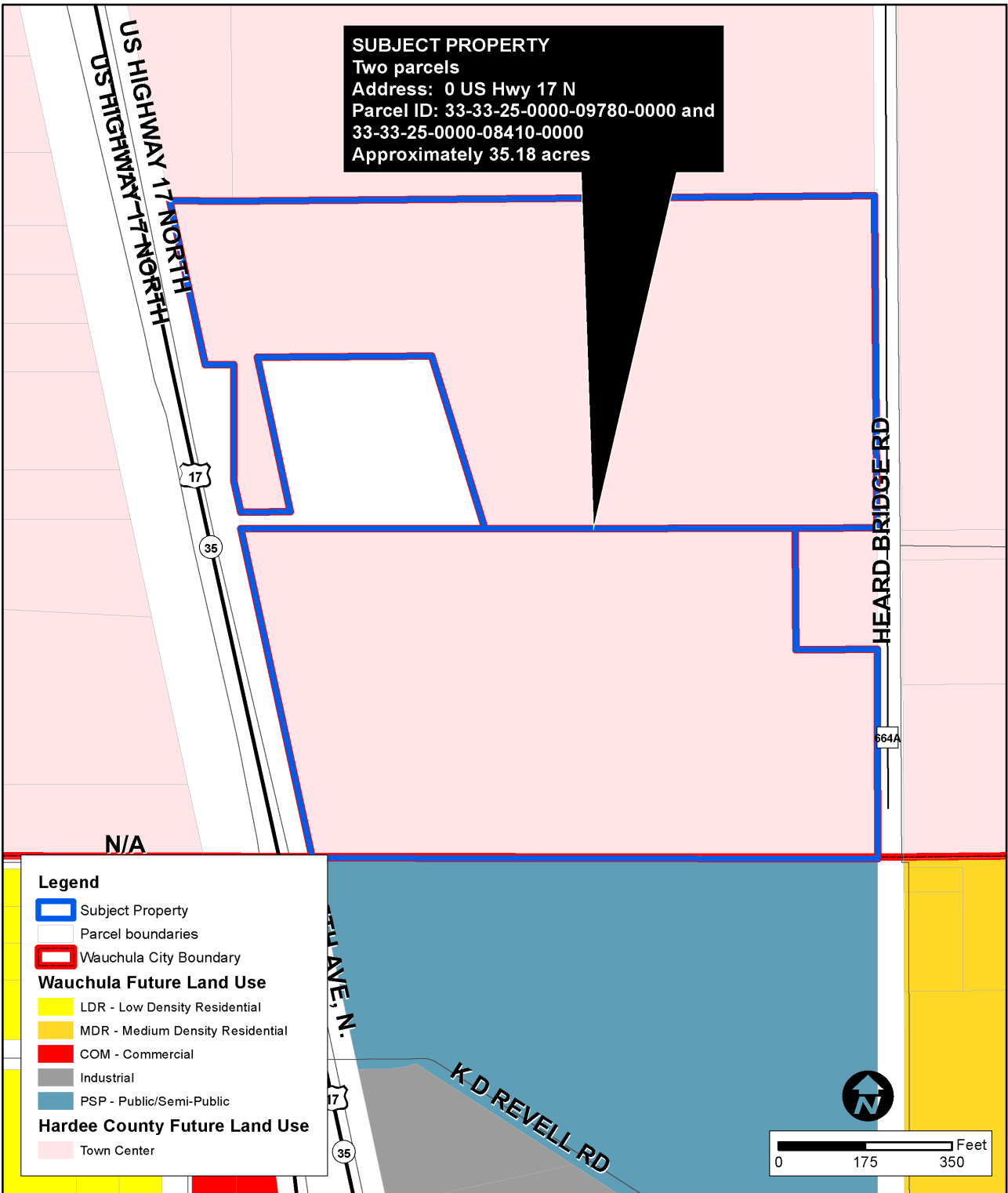
Aerial Map
Existing Future Land Use Map
Proposed Future Land Use Map
Existing Zoning Map
Proposed Zoning Map
Ordinance 2025-04
Ordinance 2025-05

Item # 5.

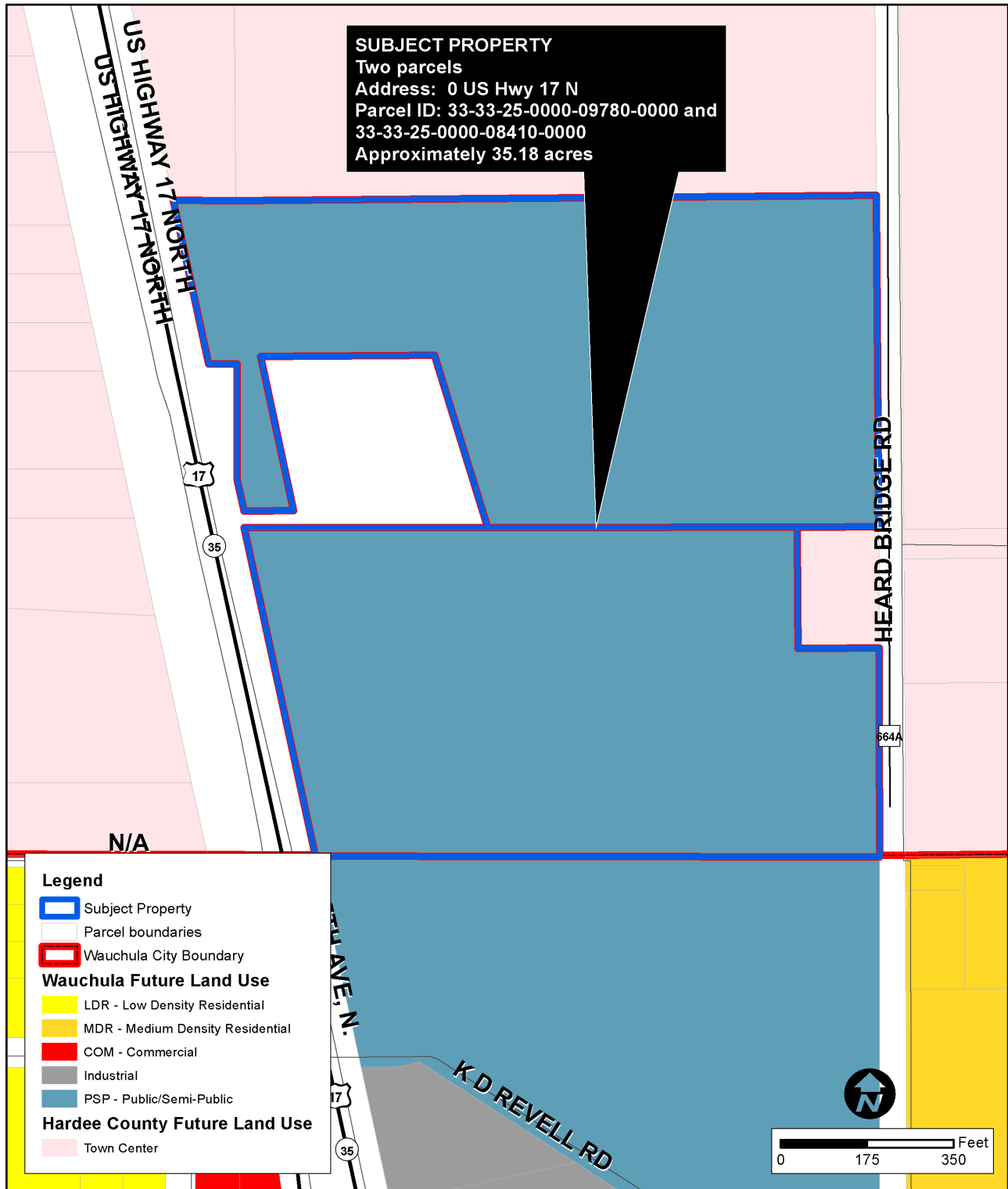
AERIAL MAP



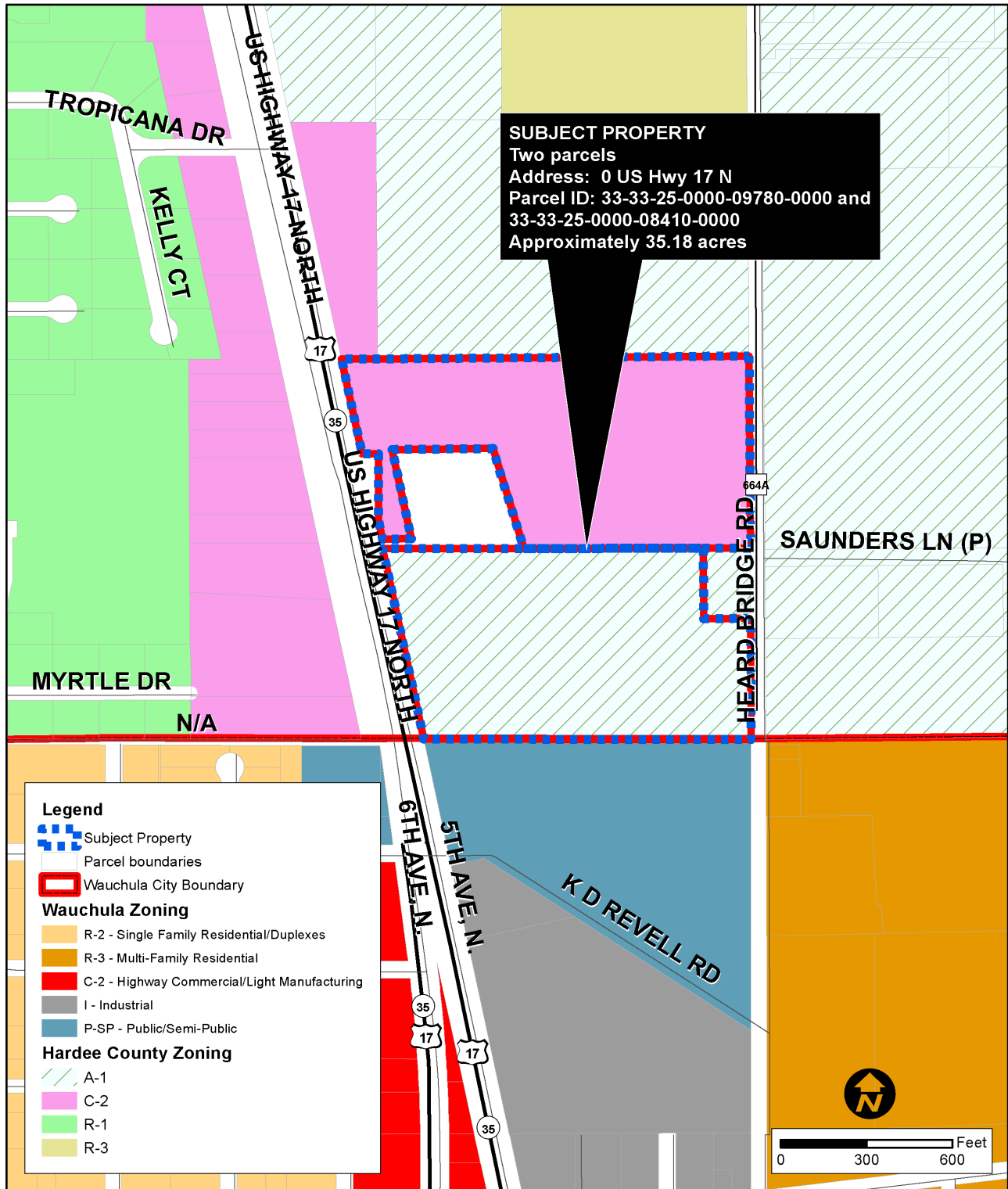
FUTURE LAND USE MAP - EXISTING



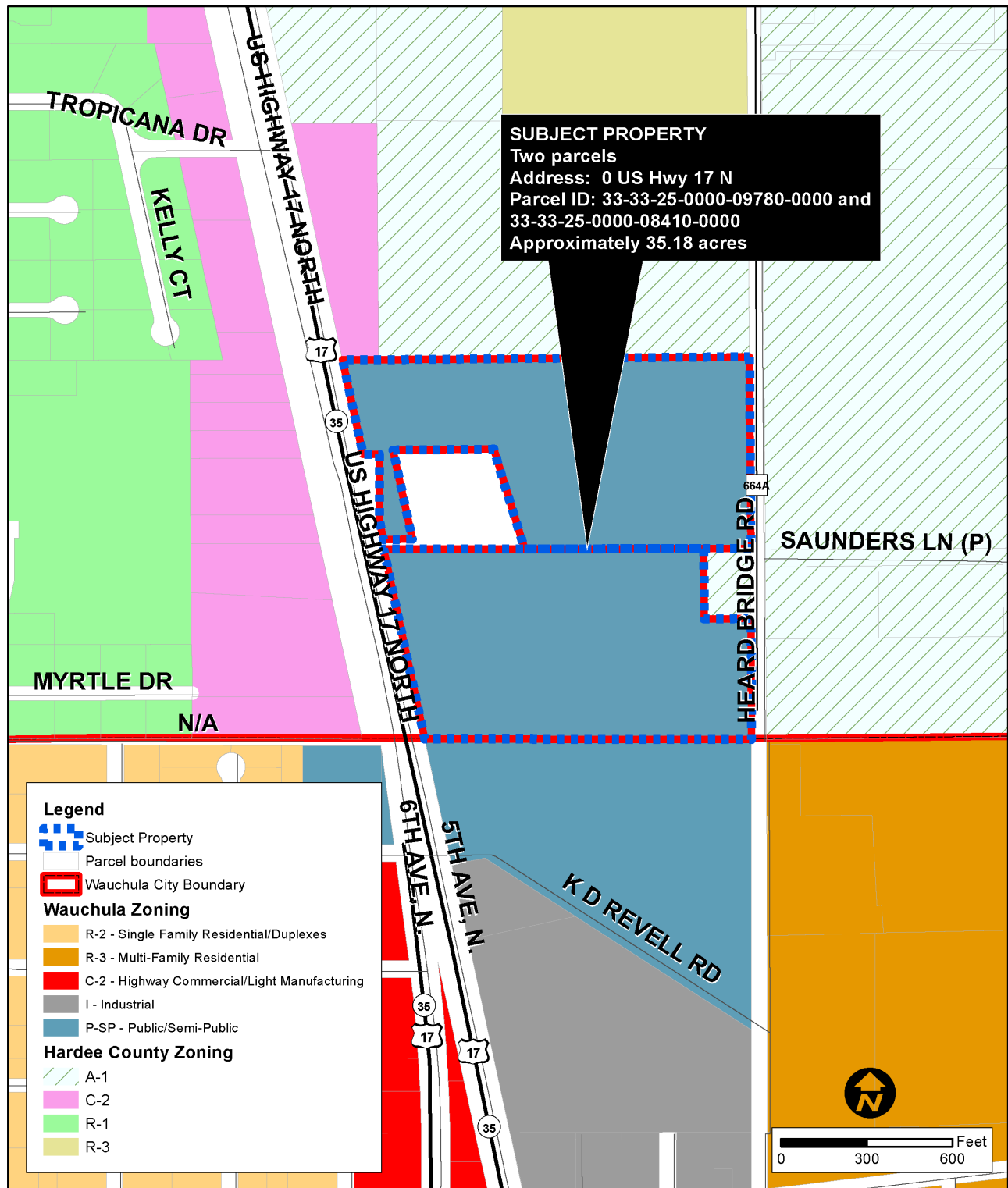
FUTURE LAND USE MAP - PROPOSED



ZONING MAP - EXISTING



ZONING MAP - PROPOSED



ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF WAUCHULA, FLORIDA, SPECIFICALLY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY TOWN CENTER TO CITY PUBLIC/SEMI-PUBLIC (PSP) ON APPROXIMATELY 35.18 ACRES LOCATED EAST OF US HIGHWAY 17, WEST OF HEARD BRIDGE ROAD, NORTH OF BELL STREET, AND SOUTH OF TROPICANA STREET (PARCEL NUMBERS 33-33-25-0000-09780-0000 AND 33-33-25-0000-08410-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, 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, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment 25-01SS**, 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; and

WHEREAS, in exercise of its authority the City Commission has determined it necessary to adopt this **Amendment 25-01SS** to the Comprehensive Plan, which map is marked as Exhibit "A" and is attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Wauchula; and

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, 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 March 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, pursuant to Section 163.3184, Florida Statutes, the Commission held a meeting and hearing on this amendment, 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 COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:

Section 1. AMENDMENT TO THE FUTURE LAND USE MAP. the Commission of the City of Wauchula, Florida, amends its Comprehensive Plan in the following specific manner:

The Future Land Use Map is amended to specifically change the Future Land Use Classification from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000) and shown on the Proposed Future Land Use Map attached as 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. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

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

Section 5. EFFECTIVE DATE. The ordinance shall take effect as provided for in 163.3187(5)(c), Florida Statutes.

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 ____, 2025.

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

FUTURE LAND USE MAP - PROPOSED

SUBJECT PROPERTY
 Two parcels
 Address: 0 US Hwy 17 N
 Parcel ID: 33-33-25-0000-09780-0000 and
 33-33-25-0000-08410-0000
 Approximately 35.18 acres

Legend

- Subject Property
- Parcel boundaries
- Wauchula City Boundary

Wauchula Future Land Use

- LDR - Low Density Residential
- MDR - Medium Density Residential
- COM - Commercial
- Industrial
- PSP - Public/Semi-Public

Hardee County Future Land Use

- Town Center

Map Labels:
 US HIGHWAY 17 NORTH
 17
 35
 N/A
 HEARD BRIDGE RD
 864A
 K-D REVELL RD
 35

Scale:
 0 175 350 Feet

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP OF THE CITY OF WAUCHULA, FLORIDA, SPECIFICALLY CHANGING THE ZONING CLASSIFICATION FROM COUNTY GENERAL COMMERCIAL (C-2) AND COUNTY AGRICULTURE (A-1) TO CITY PUBLIC/SEMI-PUBLIC (P/SP) ON APPROXIMATELY 35.18 ACRES LOCATED EAST OF US HIGHWAY 17, WEST OF HEARD BRIDGE ROAD, NORTH OF BELL STREET, AND SOUTH OF TROPICANA STREET (PARCEL NUMBERS 33-33-25-0000-09780-0000 AND 33-33-25-0000-08410-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hardee County Board of County Commissioners (the "Applicant") requests a change of zoning from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) for the development of a new Hardee County Sheriff's Office Administration building and jail on approximately 35.18 acres located east of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000); and

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

WHEREAS, on March 17, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on March 17, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City's Planning and Zoning Board; and

WHEREAS, on March 17, 2025, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the City Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Commission of the City of Wauchula held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041

(3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

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

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

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

The Official Zoning Map is amended to specifically change the zoning from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).

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

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

Section 5. EFFECTIVE DATE. The ordinance shall take effect concurrent with the effective date of Ordinance 2025-04.

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 ____, 2025.

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:

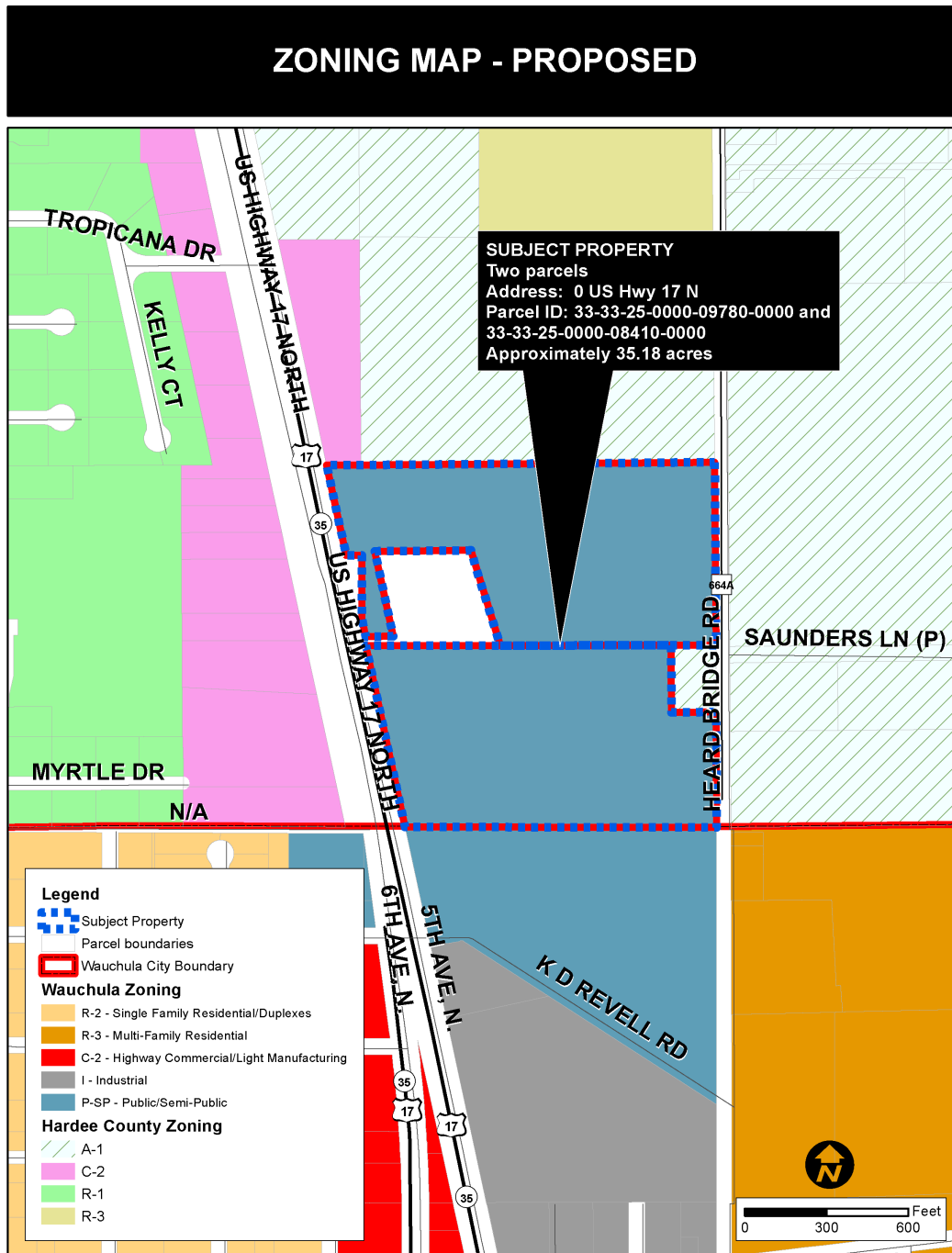
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

Exhibit "A"
Ordinance No. 2025-05
Zoning Map



ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF WAUCHULA, FLORIDA, SPECIFICALLY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY TOWN CENTER TO CITY PUBLIC/SEMI-PUBLIC (PSP) ON APPROXIMATELY 35.18 ACRES LOCATED EAST OF US HIGHWAY 17, WEST OF HEARD BRIDGE ROAD, NORTH OF BELL STREET, AND SOUTH OF TROPICANA STREET (PARCEL NUMBERS 33-33-25-0000-09780-0000 AND 33-33-25-0000-08410-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, 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, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment 25-01SS**, 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; and

WHEREAS, in exercise of its authority the City Commission has determined it necessary to adopt this **Amendment 25-01SS** to the Comprehensive Plan, which map is marked as Exhibit "A" and is attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Wauchula; and

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, 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 March 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, pursuant to Section 163.3184, Florida Statutes, the Commission held a meeting and hearing on this amendment, 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 COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:

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

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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:

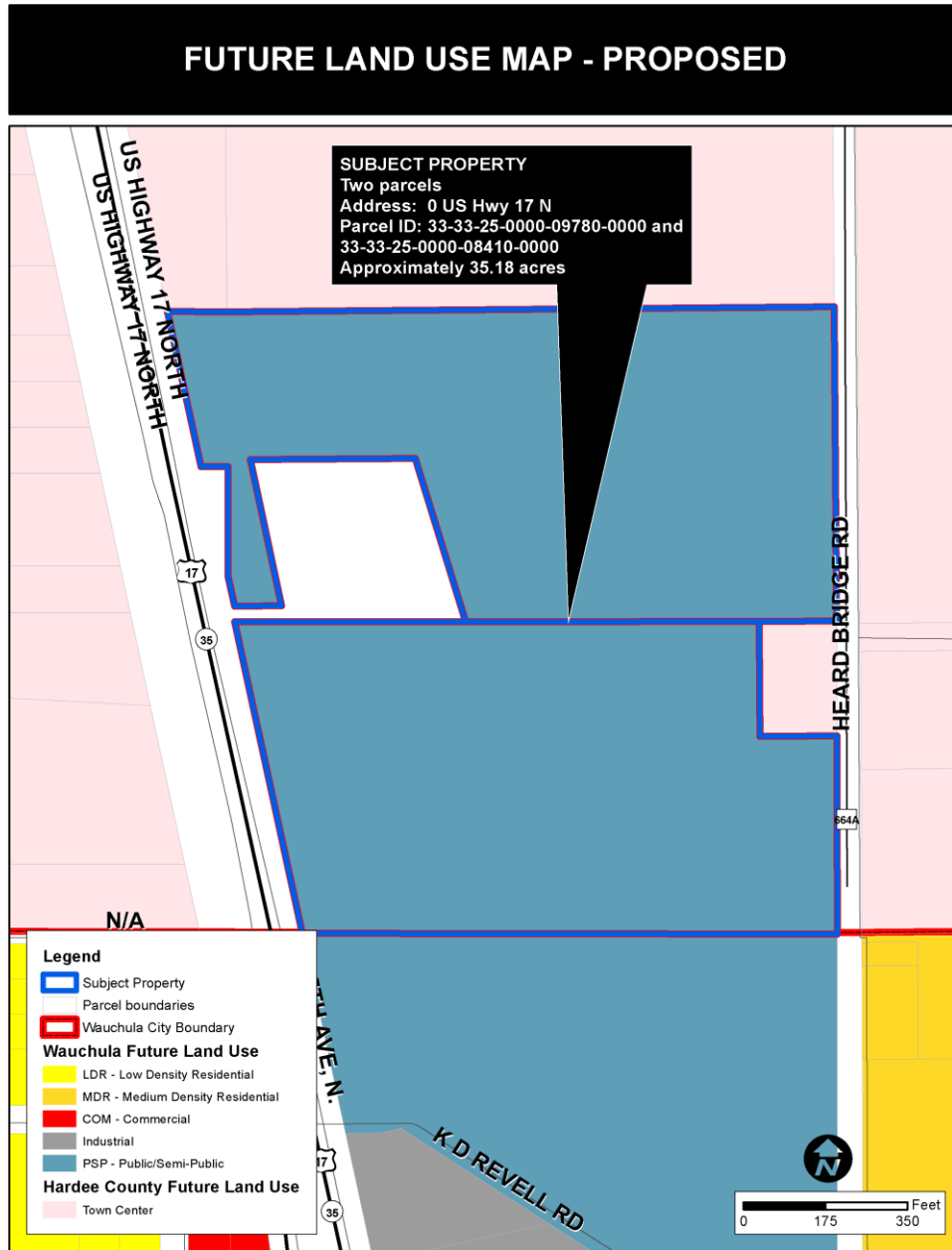
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

Exhibit "A"
Ordinance No. 2025-04
Future Land Use Map



ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP OF THE CITY OF WAUCHULA, FLORIDA, SPECIFICALLY CHANGING THE ZONING CLASSIFICATION FROM COUNTY GENERAL COMMERCIAL (C-2) AND COUNTY AGRICULTURE (A-1) TO CITY PUBLIC/SEMI-PUBLIC (P/SP) ON APPROXIMATELY 35.18 ACRES LOCATED EAST OF US HIGHWAY 17, WEST OF HEARD BRIDGE ROAD, NORTH OF BELL STREET, AND SOUTH OF TROPICANA STREET (PARCEL NUMBERS 33-33-25-0000-09780-0000 AND 33-33-25-0000-08410-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 17, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on March 17, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City's Planning and Zoning Board; and

WHEREAS, on March 17, 2025, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the City Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Commission of the City of Wauchula held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041

(3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

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

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

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

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

Section 5. EFFECTIVE DATE. The ordinance shall take effect concurrent with the effective date of Ordinance 2025-04.

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 ____, 2025.

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:

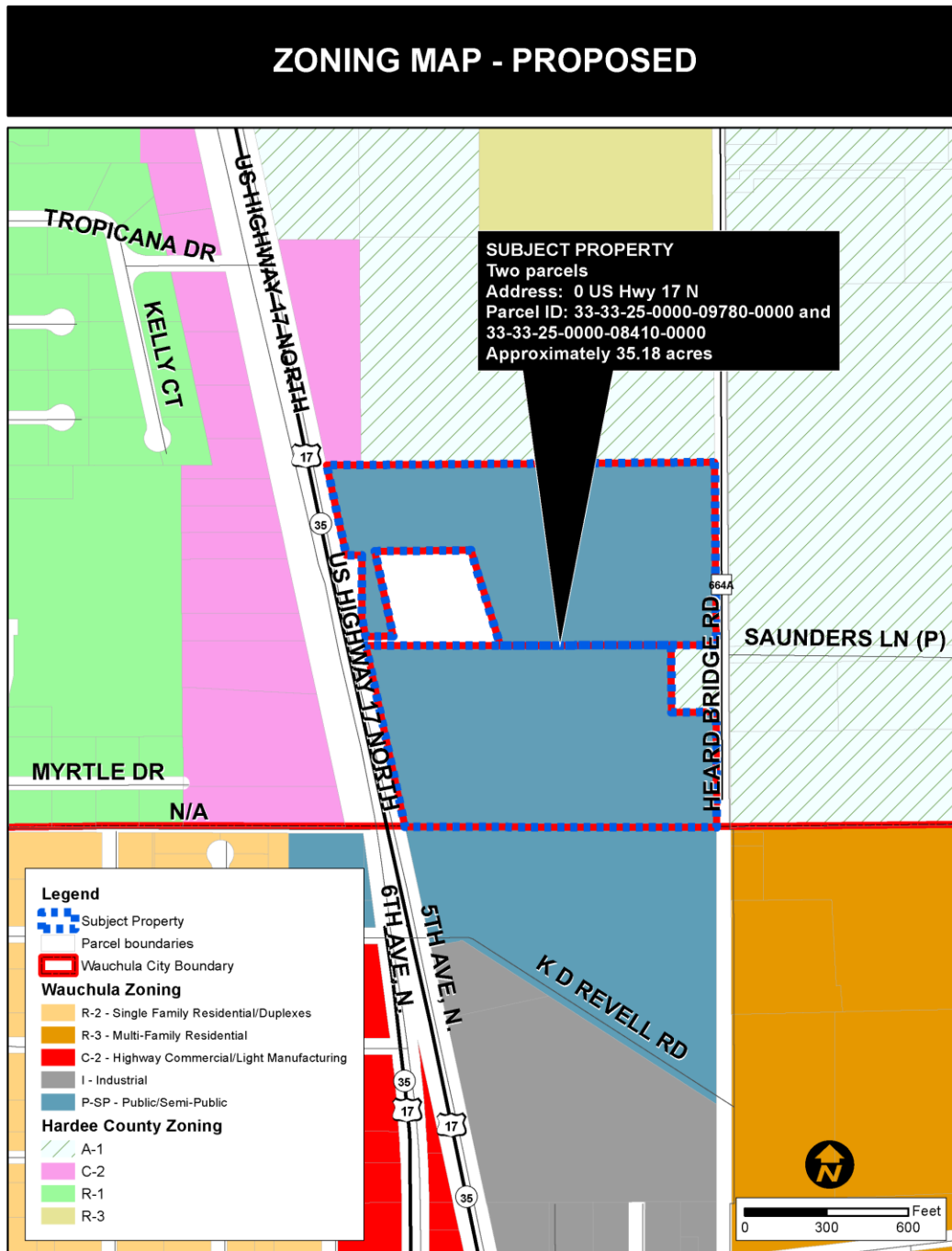
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

Exhibit "A"
Ordinance No. 2025-05
Zoning Map





**CITY OF WAUCHULA
PROPOSED LAND DEVELOPMENT CODE TEXT AMENDMENT
AGENDA ITEM**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: April 14, 2025

REQUESTED ACTION: ORDINANCE 2025-06: A City-initiated text amendment to the Land Development Code relating to fencing

PLANNING AND ZONING BOARD MOTION:

At their March 17, 2025 meeting, the Planning and Zoning Board voted to recommend approval of the city-initiated text amendment to the City Commission for the city-initiated amendments to the City of Wauchula Land Development Code relating to fencing.

MOTION OPTIONS:

1. I recommend **approval of Ordinance 2025-06** for the city-initiated text amendment to the City of Wauchula Land Development Code relating to fencing.
2. I recommend **approval of Ordinance 2025-06 with changes** for the city-initiated text amendment to the City of Wauchula Land Development Code relating to fencing.
3. I move **continuation to a date and time certain**.

Attachment: Ordinance 2025-06

BACKGROUND:

The Unified Land Development Code addresses requirements for fencing under Section 3.01.04 Blocks, Yards, Lots, and Fences. To provide better clarity to the fence requirements, the Fence portion of this section (3.01.04(G)) is being deleted and rewritten under Section 3.01.05 Fence Permits.

The proposed language incorporates many of the requirements from the existing Code. Language is amended relating to general requirements, fence placement for residential lots relative to corner lots, and double fronting lots. It addresses required fences and optional fences. It also addresses existing fences.

PROPOSED AMENDMENTS

3.01.04 Blocks, Yards, and Lots, and Fences.

~~(G) Fence Height Limitations. A permit is required from the Development Director before erecting any fence.~~

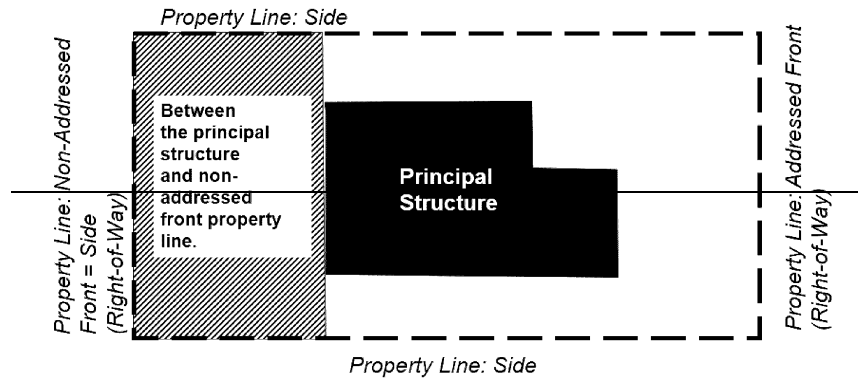
~~(1) Residential Zoning Districts. In all residential zoning districts, no fence or solid wall on any property shall exceed six feet in height. A solid fence may be added in the front yard as long as it does not exceed four feet in height and has a ten foot minimum setback from the property line. A chain-link type fence (without slats) may be placed within the front setback area as long as it does not exceed four feet in height. Similarly, no fence shall exceed six feet in height in the rear and side yard; and a solid fence may be added in the side yard as long as a 10-foot minimum setback from the front property line is maintained. A chain-link type fence (without slats) may be placed within the side yard setback area up to the front property line and may not exceed four feet in height for the first ten feet from the front property line.~~

~~(2) Other Zoning Districts. No fence or solid wall on any property shall exceed eight feet in height in any commercial or industrial zoning districts.~~

~~(3) Clear Visibility Triangle. In all districts, no fence or other obstruction, including signs having less than 8 feet of ground clearance, walls, hedges, or other structures shall be permitted to impede the clear visibility triangle (Section 3.02.04) so as to interfere with traffic visibility across the corner.~~

~~(4) Finished Side Facing Out. Any fence located adjacent to a public right-of-way or private road shall be placed with the finished side facing that right-of-way.~~

- ~~(5) Pools. Unless the pool is entirely enclosed or screened-in with approval screen, it must be surrounded by a protective wall or chain link fence no less than four feet in height and meet the requirements of Section 2.04.04(C).~~
- ~~(6) Double Frontage Lots. For the purposes of fence or wall placement on double frontage lots, the front shall be the front property line from which the property is addressed, and the opposite front property line will be treated as a rear property line for the purpose of fencing as illustrated below. The placement of any fence or wall on the front of the property shall adhere to the provisions in Sections (1) or (2) above. A fence may be permitted on the rear property line in compliance with the provisions in Section (1) or (2) above provided the following conditions exist:~~
- ~~(a) The rear of both the adjacent lots on the same side of the street are oriented the same as the lot on which the fence or wall is proposed. If one of the adjacent lots includes a house that is oriented to the street, the clear visibility for driveways located in Section 3.04.02(D) must be met to install a fence in compliance with the provisions in Section (1) or (2) above.~~
 - ~~(b) The proposed fence precludes vehicular access to the adjacent road.~~
 - ~~(c) If both of the above conditions cannot be met, such fence or wall in the rear shall not exceed four feet in height.~~
 - ~~(d) If the rear is adjacent to a right-of-way that would be classified as an arterial or collector right-of-way by the city engineer, then the fence or wall may be constructed consistent with the provisions in Sections (1) or (2) above, regardless of any of the above conditions.~~



~~(7) Where a residential subdivision abuts a public roadway classified as an arterial, a collector, or a local road, the developer shall construct a fence or wall along the entire length of the abutting property line within a recorded planting screen easement of at least ten feet.~~

~~(a) At time of subdivision plan review, the City Commission may approve the following:~~

~~(1) A change in fencing location for stormwater ponds or other open space elements adjacent to the right-of-way.~~

~~(2) A waiver of the requirement for fencing for minor subdivision plats or subdivisions with lots that front the road.~~

~~(b) Subdivision walls and fences shall be constructed to resist high winds up to hurricane strength and shall meet the following minimum standards:~~

~~(1) Be constructed of reinforced concrete block, stone, brick, or other masonry building materials in combination with wrought aluminum or other metal features, rigid composite, and other similar materials, as approved by the City Commission.~~

~~(i) Coated chain link fencing green or black in color may be permitted in combination with a dense irrigated landscape buffer.~~

- ~~(ii) Specifically in regard to PVC panel fencing, the minimum standard shall be concrete block columns no more than 30 feet apart on center, constructed with reinforced concrete footings. The PVC portion of the fence shall be constructed with PVC posts in concrete not more than six feet on center and steel inserts in the top and bottom stringers.~~
- ~~(b) Shall be landscaped on the exterior side (between the wall or fence and the adjacent street right-of-way) with a minimum of five trees per 100 lineal feet and shrub hedges, within a minimum plantable area that is at least seven and one-half feet wide located on the exterior side of the fence or wall.~~
 - ~~(1) Hedges shall be planted and maintained to form a 36-inch-high continuous visual screen within one year after time of planting.~~
 - ~~(2) Trees adjacent to a right-of-way shall be appropriately sized in mature form so that conflicts with overhead utilities, lighting, and signs are avoided. (The clustering of trees and use of palms adjacent to the right-of-way will add design flexibility and reduce conflicts.)~~
 - ~~(3) Where decorative aluminum railing type fencing is applied, 50 percent of the required landscaping can be placed on the inside of the fence for aesthetic purposes.~~
- ~~(c) Shall be designed to ensure that historic water flow patterns are accommodated and all stormwater from the site is directed to on-site detention/retention areas in accordance with SWFWMD requirements.~~
- ~~(d) Shall not be permitted until legally sufficient documents are recorded in the public records of Hardee County providing for the maintenance of the project fence and landscaping.~~

3.01.05 Fences and Walls.

(A) Permit Required.

- (1) A permit is required from the Development Director before erecting any fence or wall.
- (2) A permit shall not be required for general maintenance and repair of existing fences, provided that no more than 25 percent of the total linear footage of a fence is replaced within a 12-month period and any replacement fencing is of the same height, style and materials as the existing fencing.

(B) General Requirements

- (1) For purposes of this section, fences and walls shall mean free-standing fences and walls that are not structural elements of a building.
- (2) Fences and walls, whether required or optional, shall be constructed of the following types of materials:
 - 1. Chain link or ornamental wire manufactured for fences with uniformly spaced metal or wood posts; or
 - 2. Ornamental wrought iron, aluminum, or plastics manufactured for fences; or
 - 3. Treated or finished wood or wood units of uniform size; or
 - 4. Brick, stone, split block, stucco on concrete block or other finished precast masonry units of uniform size; or
 - 5. Finished poured concrete; or
 - 6. Vinyl Fences
- (3) The Community Development Director may approve other fence or wall materials on a particular site if they find that the proposed materials would provide equal or greater protection, would result in equivalent impacts on the general appearance of near or adjacent property, and do not violate the intent of this code.
- (4) Fences and walls, whether required or optional, may be erected adjacent to or on property lines, subject to the standards herein and subject to regulations relating to clear visibility triangles addressed in Section 3.01.04.

- (5) Where a lot or parcel abuts a use or district that allows a higher fence or wall, a fence or wall may be erected at the greater height along the common property boundary without requiring a variance. For example, a residential use having a maximum fence height of six feet that abuts a commercial use having a maximum fence height of eight feet may erect an eight-foot fence along the common property boundary.
- (6) The measurement of maximum fence or wall height shall not include decorative caps on wall columns or fence posts, or decorative arches above gates. Columns and posts, including decorative caps and finials, may exceed permitted fence height by a maximum of one foot. Columns and posts which exceed permitted fence height shall be not more than three feet in width and shall be spaced at least six feet apart. Additionally, averaging of fence height may be allowed under special circumstances, such as with a fence located on a slope, at the discretion of the City of Wauchula.
- (7) Fences and walls, whether required or optional, shall be maintained in sound condition.
- (8) Finished Side Facing Out. Any fence located adjacent to a public right-of-way or private road shall be placed with the finished side facing that right-of-way.
- (9) No fence or wall shall be erected in such a manner as to interfere with drainage.
- (10) The attachment of fabric, shade cloth, slats or other material to any chain link or similar open fence shall be prohibited on all perimeter and view blockage fencing. This standard shall not apply to athletic fields and courts, fencing interior to a project site, or construction sites with an active permit.
- (11) Pools. Unless the pool is entirely enclosed or screened in with approved screen, it must be surrounded by a protective wall or chain

link fence no less than four feet in height and meet the requirements of Section 2.04.04(C).

- (12) Double frontage lots. The Community Development Director shall have the discretion to apply rear yard standards to one of the two frontages upon a determination that a particular yard functions as a rear yard for fence height requirements.

(C) Required Fences and Walls

- (1) Requirements for fences and walls required for buffering or as a condition of a specific use are addressed in those respective sections.

(2) Residential Subdivision Fencing Requirements

Where a residential subdivision abuts a public roadway classified as an arterial, a collector, or a local road, the developer shall construct a fence or wall along the entire length of the abutting property line within a recorded planting screen easement of at least ten feet.

- (a) At time of subdivision plan review, the City Commission may approve the following.
 - (1) A change in fencing location for stormwater ponds or other open space elements adjacent to the right-of-way.
 - (2) A waiver of the requirement for fencing for minor subdivision plats or subdivisions with lots that front the road.
- (b) Subdivision walls and fences shall be constructed to resist high winds up to hurricane strength and shall meet the following minimum standards:
 - (1) Be constructed of reinforced concrete block, stone, brick, or other masonry building materials in combination with

wrought aluminum or other metal features, rigid composite and other similar materials, as approved by the City Commission.

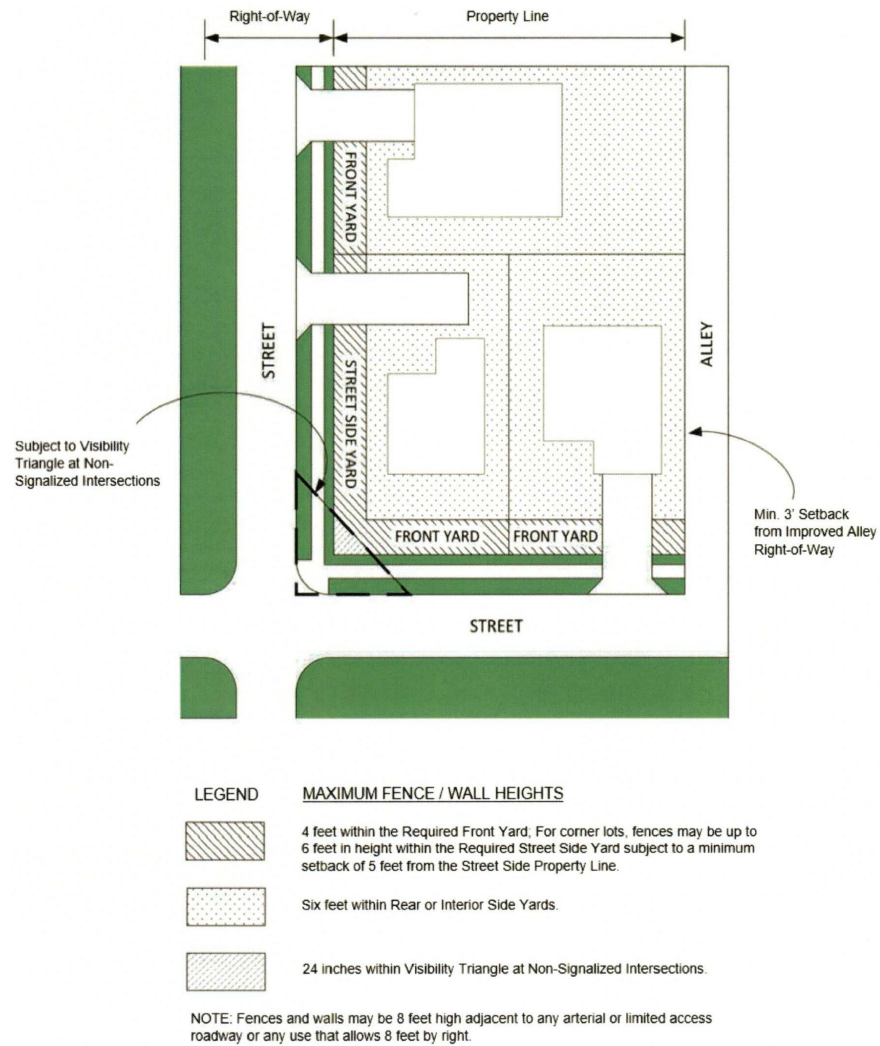
- (i) Coated chain link fencing green or black in color may be permitted in combination with a dense irrigated landscape buffer.
 - (ii) Specifically in regard to PVC panel fencing, the minimum standard shall be concrete block columns no more than 30 feet apart on center, constructed with reinforced, concrete footings. The PVC portion of the fence shall be constructed with PVC posts in concrete not more than six feet on center and steel inserts in the top and bottom stringers.
- (c) Shall be landscaped on the exterior side (between the wall or fence and the adjacent street right-of-way) with a minimum of five trees per 100 lineal feet and shrub hedges, within a minimum plantable area that is at least seven and one-half feet wide located on the exterior side of the fence or wall.
 - (1) Hedges shall be planted and maintained to form a 36-inch-high continuous visual screen within one year after time of planting.
 - (2) Trees adjacent to a right-of-way shall be appropriately sized in mature form so that conflicts with overhead utilities, lighting, and signs are avoided. (The clustering of trees and use of palms adjacent to the right-of-way will add design flexibility and reduce conflicts.)
 - (3) Where decorative aluminum railing type fencing is applied, 50 percent of the required landscaping can be placed on the inside of the fence for aesthetic purposes.
- (d) Shall be designed to ensure that historic water flow patterns are accommodated and all stormwater from the site is directed to on-site detention/retention areas in accordance with SWFWMD requirements.

- (e) Shall not be permitted until legally sufficient documents are recorded in the public records of Hardee County providing for the maintenance of the project fence and landscaping.

(D) Optional Fences and Walls

- (1) Single-Family, Two-Family and Multi-Family Residential Zoning Districts. See Figure 1.
- A. Fences or walls may be a maximum of six (6) feet in height within the rear or interior side yards.
- B. Fences and walls shall not exceed four (4) feet within the required front yard. For corner lots, fences may be up to six (6) feet in height within the required side street yard subject to a minimum setback of five (5) feet from the street side property line.
- C. Fences and walls may be a maximum of 24 inches tall within the visibility triangle at a non-signalized intersection.
- D. Fences surrounding public utility structures within residential districts shall be exempt from the setback requirements and height requirements (up to a maximum of eight feet) and may use up to three strands of barded wire on security chain link fences provided that such barbed wire is a minimum of six feet above average grade.

Figure 1 Residential Fences and Walls



(2) Mobile Home and Recreational Vehicle Parks and Non-Residential Zoning Districts

- A. Optional fences or walls erected in areas zoned for mobile home and recreational vehicle parks, or office or commercial uses shall not exceed eight feet in height, except that in required front yards, the portion of such fences or walls that extends above four feet in height shall be made of pickets, wrought iron, chain link or similar open construction having no greater than 50 percent view blockage when viewed from an angle perpendicular to the face of the fence or wall.

- B. Optional fences or walls erected in the Industrial zoning district shall not exceed eight feet in height, unless required as a condition for a specific use.

(E) Existing Fences and Walls

Existing fences and walls erected legally prior to the effective date of these standards (whether lawfully or otherwise) and which do not conform to the standards of this section shall be subject to the following:

- (1) Existing non-conforming fences and walls may be maintained and repaired, provided that maintenance and repair does not increase or intensify the extent or size of the nonconformity or exceed the limits specified in b. and c. below.
- (2) Where 50 percent or more of the linear footage of a non-conforming fence or wall within a single yard (front, street side, interior side, or rear) is to be replaced, the entire linear footage of the fence or wall within that yard shall be required to conform with the requirements of this section.
- (3) Where 50 percent or more of the total linear footage of a non-conforming fence or wall is to be replaced within a 12-month period, the entire fence or wall shall be required to conform with the requirements of this section.

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO FENCING; AMENDING SECTION 3.01.04 BLOCKS, YARDS, LOTS, AND FENCES BY REMOVING SECTION (G) FENCE HEIGHT LIMITATIONS AND CREATING SECTION 3.01.05 FENCES AND WALLS TO PROVIDE CLARITY FOR REQUIREMENTS PERTAINING TO FENCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE

WHEREAS, the Land Development Code addresses fence requirements; and

WHEREAS, there are potential issues that have been identified relating to the height and location of residential fences; and

WHEREAS, to provide better clarity in the requirements pertaining to fences and walls, the City is amending the Land Development Code by removing fences from Section 3.01.04 Blocks, Yards, Lots, and Fences and creating a stand alone fencing section; and.

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, 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 Commission, at a duly advertised public meeting on March 17, 2025, at which time interested parties and citizens had the opportunity to be heard and such regulations were recommended to the City Commission for adoption; and

WHEREAS, the City Commission, after taking into consideration the recommendations of the Planning and Zoning Board and the City Staff, and the comments received during the public hearing process, finds that the proposed revisions and amendments are appropriate, desirable, and in the best interests of the City.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Wauchula, Florida that this Ordinance is hereby passed for the protection and welfare of the citizens of Wauchula, and that:

SECTION 1. 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 2. UNIFIED LAND DEVELOPMENT CODE. The Unified Land Development Code (ULDC) of the City of Wauchula is hereby amended as shown in Exhibit "A", which is attached and made a part hereof.

SECTION 3. 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 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 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 Unified Land Development Code of the City of Wauchula; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Unified Land Development Code of the City of Wauchula is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or their designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect as provided by general law.

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 _____, 2025.

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

Ordinance 2025-06
Exhibit "A"
Amendments to the Unified Land Development Code

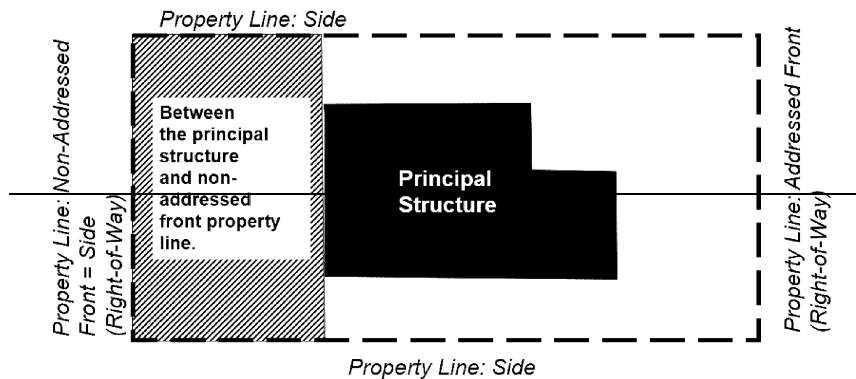
Language stricken is shown in ~~strikethrough~~ format; language added is shown in underlined format.

3.01.04 ~~Blocks, Yards, and Lots, and Fences.~~

~~(G) Fence Height Limitations. A permit is required from the Development Director before erecting any fence.~~

- ~~(1) *Residential Zoning Districts.* In all residential zoning districts, no fence or solid wall on any property shall exceed six feet in height. A solid fence may be added in the front yard as long as it does not exceed four feet in height and has a ten foot minimum setback from the property line. A chain-link type fence (without slats) may be placed within the front setback area as long as it does not exceed four feet in height. Similarly, no fence shall exceed six feet in height in the rear and side yard; and a solid fence may be added in the side yard as long as a 10-foot minimum setback from the front property line is maintained. A chain-link type fence (without slats) may be placed within the side yard setback area up to the front property line and may not exceed four feet in height for the first ten feet from the front property line.~~
- ~~(2) *Other Zoning Districts.* No fence or solid wall on any property shall exceed eight feet in height in any commercial or industrial zoning districts.~~
- ~~(3) *Clear Visibility Triangle.* In all districts, no fence or other obstruction, including signs having less than 8 feet of ground clearance, walls, hedges, or other structures shall be permitted to impede the clear visibility triangle (Section 3.02.04) so as to interfere with traffic visibility across the corner.~~
- ~~(4) *Finished Side Facing Out.* Any fence located adjacent to a public right-of-way or private road shall be placed with the finished side facing that right-of-way.~~

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- ~~(b) The proposed fence precludes vehicular access to the adjacent road.~~
- ~~(c) If both of the above conditions cannot be met, such fence or wall in the rear shall not exceed four feet in height.~~
- ~~(d) If the rear is adjacent to a right-of-way that would be classified as an arterial or collector right-of-way by the city engineer, then the fence or wall may be constructed consistent with the provisions in Sections (1) or (2) above, regardless of any of the above conditions.~~



- ~~(7) Where a residential subdivision abuts a public roadway classified as an arterial, a collector, or a local road, the developer shall construct a fence or wall along the entire length of the abutting property line within a recorded planting screen easement of at least ten feet.~~
- ~~(a) At time of subdivision plan review, the City Commission may approve the following:~~
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- ~~(ii) Specifically in regard to PVC panel fencing, the minimum standard shall be concrete block columns no more than 30 feet apart on center, constructed with reinforced, concrete footings. The PVC portion of the fence shall be constructed with PVC posts in concrete not more than six feet on center and steel inserts in the top and bottom stringers.~~
- ~~(b) Shall be landscaped on the exterior side (between the wall or fence and the adjacent street right-of-way) with a minimum of five trees per 100 lineal feet and shrub hedges, within a minimum plantable area that is at least seven and one-half feet wide located on the exterior side of the fence or wall.~~

 - ~~(1) Hedges shall be planted and maintained to form a 36-inch-high continuous visual screen within one year after time of planting.~~
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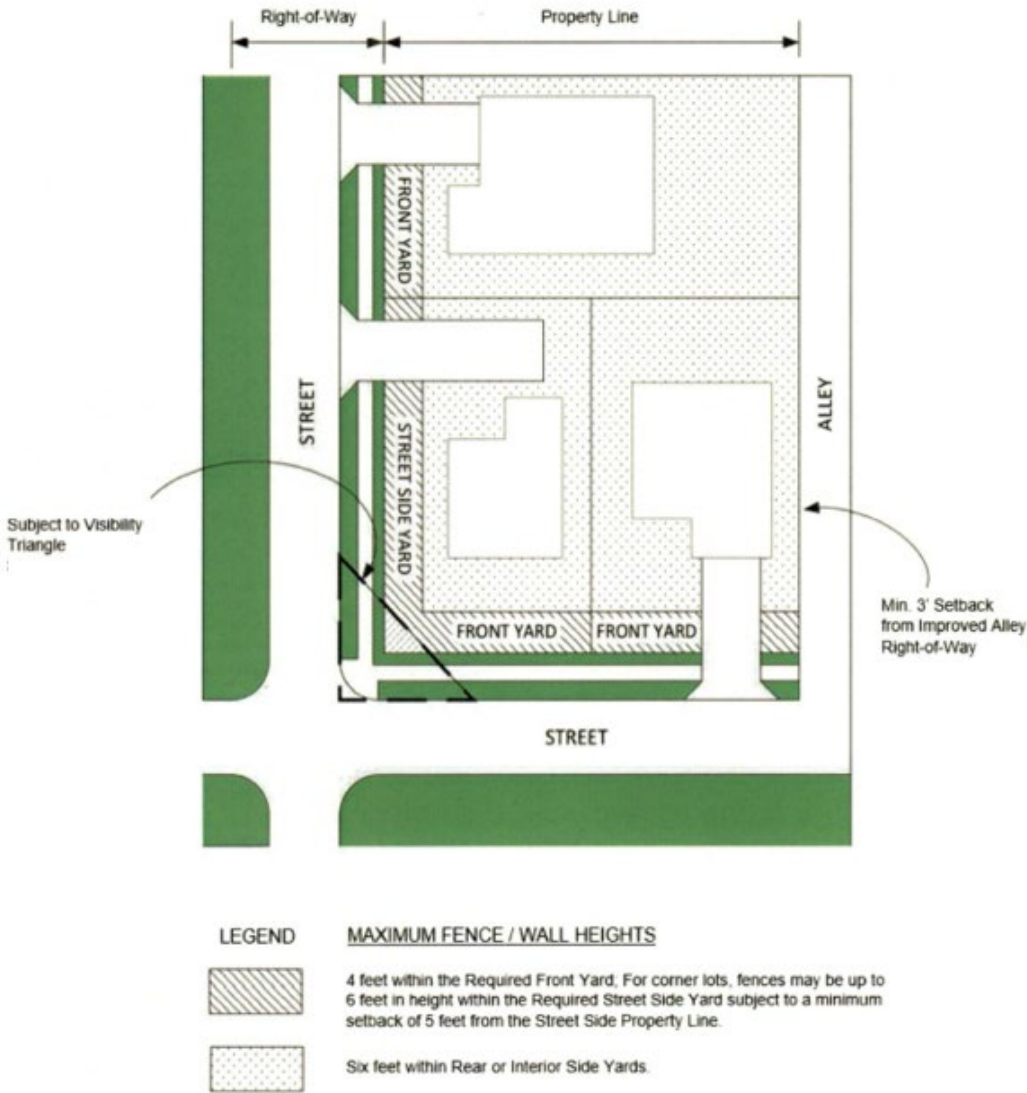
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(D) Optional Fences and Walls

(1) Single-Family, Two-Family and Multi-Family Residential Zoning Districts. See Figure 1.

- (a) Fences or walls may be a maximum of six (6) feet in height within the rear or interior side yards.
- (b) Fences and walls shall not exceed four (4) feet within the required front yard. For corner lots, fences may be up to six (6) feet in height within the required side street yard subject to a minimum setback of five (5) feet from the street side property line.
- (c) Fences and walls shall be setback a minimum of three (3) feet from an improved alley right-of-way.
- (d) Fences surrounding public utility structures within residential districts shall be exempt from the setback requirements and height requirements (up to a maximum of eight feet) and may use up to three strands of barbed wire on security chain link fences provided that such barbed wire is a minimum of six feet above average grade.

Figure 1 Residential Fences and Walls



NOTE: Fences and walls may be 8 feet high adjacent to any arterial or limited access roadway or any use that allows 8 feet by right.

(2) Mobile Home and Recreational Vehicle Parks and Non-Residential Zoning Districts

- A. Optional fences or walls erected in areas zoned for mobile home and recreational vehicle parks, or office or commercial uses shall not exceed eight feet in height, except that in required front yards, the portion of such fences or walls that extends above four feet in height shall be made of pickets, wrought iron, chain link or similar open construction having no greater than 50 percent view blockage when viewed from an angle perpendicular to the face of the fence or wall.
- B. Optional fences or walls erected in the Industrial zoning districts shall not exceed eight feet in height, unless required as a condition for a specific use.

(E) Existing Fences and Walls

Existing fences and walls erected legally prior to the effective date of these standards (whether lawfully or otherwise) and which do not conform to the standards of this section shall be subject to the following:

- (1) Existing non-conforming fences and walls may be maintained and repaired, provided that maintenance and repair does not increase or intensify the extent or size of the nonconformity or exceed the limits specified in (2) and (3) below.
- (2) Where 50 percent or more of the linear footage of a non-conforming fence or wall within a single yard (front, street side, interior side, or rear) is to be replaced, the entire linear footage of the fence or wall within that yard shall be required to conform with the requirements of this section.
- (3) Where 50 percent or more of the total linear footage of a non-conforming fence or wall is to be replaced within a 12-month period, the entire fence or wall shall be required to conform with the requirements of this section.

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO FENCING; AMENDING SECTION 3.01.04 BLOCKS, YARDS, LOTS, AND FENCES BY REMOVING SECTION (G) FENCE HEIGHT LIMITATIONS AND CREATING SECTION 3.01.05 FENCES AND WALLS TO PROVIDE CLARITY FOR REQUIREMENTS PERTAINING TO FENCES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE

WHEREAS, the Land Development Code addresses fence requirements; and

WHEREAS, there are potential issues that have been identified relating to the height and location of residential fences; and

WHEREAS, to provide better clarity in the requirements pertaining to fences and walls, the City is amending the Land Development Code by removing fences from Section 3.01.04 Blocks, Yards, Lots, and Fences and creating a stand alone fencing section; and.

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, 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 Commission, at a duly advertised public meeting on March 17, 2025, at which time interested parties and citizens had the opportunity to be heard and such regulations were recommended to the City Commission for adoption; and

WHEREAS, the City Commission, after taking into consideration the recommendations of the Planning and Zoning Board and the City Staff, and the comments received during the public hearing process, finds that the proposed revisions and amendments are appropriate, desirable, and in the best interests of the City.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Wauchula, Florida that this Ordinance is hereby passed for the protection and welfare of the citizens of Wauchula, and that:

SECTION 1. 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 2. UNIFIED LAND DEVELOPMENT CODE. The Unified Land Development Code (ULDC) of the City of Wauchula is hereby amended as shown in Exhibit "A", which is attached and made a part hereof.

SECTION 3. 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 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 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 Unified Land Development Code of the City of Wauchula; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Unified Land Development Code of the City of Wauchula is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or their designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect as provided by general law.

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 _____, 2025.

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

**Ordinance 2025-06
Exhibit "A"
Amendments to the Unified Land Development Code**

Language stricken is shown in ~~strikethrough~~ format; language added is shown in underlined format.

3.01.04 Blocks, Yards, and Lots, ~~and~~ Fences.

~~(G) Fence Height Limitations. A permit is required from the Development Director before erecting any fence.~~

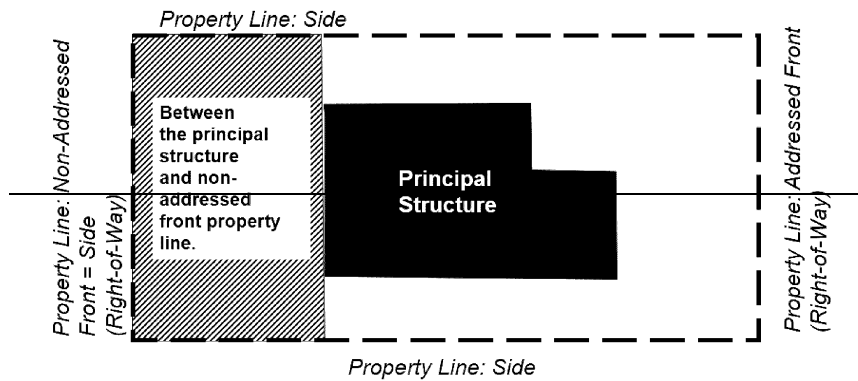
~~(1) *Residential Zoning Districts.* In all residential zoning districts, no fence or solid wall on any property shall exceed six feet in height. A solid fence may be added in the front yard as long as it does not exceed four feet in height and has a ten foot minimum setback from the property line. A chain-link type fence (without slats) may be placed within the front setback area as long as it does not exceed four feet in height. Similarly, no fence shall exceed six feet in height in the rear and side yard; and a solid fence may be added in the side yard as long as a 10-foot minimum setback from the front property line is maintained. A chain-link type fence (without slats) may be placed within the side yard setback area up to the front property line and may not exceed four feet in height for the first ten feet from the front property line.~~

~~(2) *Other Zoning Districts.* No fence or solid wall on any property shall exceed eight feet in height in any commercial or industrial zoning districts.~~

~~(3) *Clear Visibility Triangle.* In all districts, no fence or other obstruction, including signs having less than 8 feet of ground clearance, walls, hedges, or other structures shall be permitted to impede the clear visibility triangle (Section 3.02.04) so as to interfere with traffic visibility across the corner.~~

~~(4) *Finished Side Facing Out.* Any fence located adjacent to a public right-of-way or private road shall be placed with the finished side facing that right-of-way.~~

- ~~(5) *Pools.* Unless the pool is entirely enclosed or screened in with approval screen, it must be surrounded by a protective wall or chain link fence no less than four feet in height and meet the requirements of Section 2.04.04(C).~~
- ~~(6) *Double Frontage Lots.* For the purposes of fence or wall placement on double frontage lots, the front shall be the front property line from which the property is addressed, and the opposite front property line will be treated as a rear property line for the purpose of fencing as illustrated below. The placement of any fence or wall on the front of the property shall adhere to the provisions in Sections (1) or (2) above. A fence may be permitted on the rear property line in compliance with the provisions in Section (1) or (2) above provided the following conditions exist:~~
- ~~(a) The rear of both the adjacent lots on the same side of the street are oriented the same as the lot on which the fence or wall is proposed. If one of the adjacent lots includes a house that is oriented to the street, the clear visibility for driveways located in Section 3.04.02(D) must be met to install a fence in compliance with the provisions in Section (1) or (2) above.~~
- ~~(b) The proposed fence precludes vehicular access to the adjacent road.~~
- ~~(c) If both of the above conditions cannot be met, such fence or wall in the rear shall not exceed four feet in height.~~
- ~~(d) If the rear is adjacent to a right-of-way that would be classified as an arterial or collector right-of-way by the city engineer, then the fence or wall may be constructed consistent with the provisions in Sections (1) or (2) above, regardless of any of the above conditions.~~



- ~~(7) Where a residential subdivision abuts a public roadway classified as an arterial, a collector, or a local road, the developer shall construct a fence or wall along the entire length of the abutting property line within a recorded planting screen easement of at least ten feet.~~
- ~~(a) At time of subdivision plan review, the City Commission may approve the following.~~
- ~~(1) A change in fencing location for stormwater ponds or other open space elements adjacent to the right-of-way.~~
 - ~~(2) A waiver of the requirement for fencing for minor subdivision plats or subdivisions with lots that front the road.~~
- ~~(b) Subdivision walls and fences shall be constructed to resist high winds up to hurricane strength and shall meet the following minimum standards:~~
- ~~(1) Be constructed of reinforced concrete block, stone, brick, or other masonry building materials in combination with wrought aluminum or other metal features, rigid composite, and other similar materials, as approved by the City Commission.~~
 - ~~(i) Coated chain link fencing green or black in color may be permitted in combination with a dense irrigated landscape buffer.~~

- ~~(ii) Specifically in regard to PVC panel fencing, the minimum standard shall be concrete block columns no more than 30 feet apart on center, constructed with reinforced, concrete footings. The PVC portion of the fence shall be constructed with PVC posts in concrete not more than six feet on center and steel inserts in the top and bottom stringers.~~
- ~~(b) Shall be landscaped on the exterior side (between the wall or fence and the adjacent street right-of-way) with a minimum of five trees per 100 lineal feet and shrub hedges, within a minimum plantable area that is at least seven and one half feet wide located on the exterior side of the fence or wall.~~
 - ~~(1) Hedges shall be planted and maintained to form a 36-inch high continuous visual screen within one year after time of planting.~~
 - ~~(2) Trees adjacent to a right-of-way shall be appropriately sized in mature form so that conflicts with overhead utilities, lighting, and signs are avoided. (The clustering of trees and use of palms adjacent to the right of way will add design flexibility and reduce conflicts.)~~
 - ~~(3) Where decorative aluminum railing type fencing is applied, 50 percent of the required landscaping can be placed on the inside of the fence for aesthetic purposes.~~
- ~~(c) Shall be designed to ensure that historic water flow patterns are accommodated and all stormwater from the site is directed to on site detention/retention areas in accordance with SWFWMD requirements.~~
- ~~(d) Shall not be permitted until legally sufficient documents are recorded in the public records of Hardee County providing for the maintenance of the project fence and landscaping.~~

3.01.05 Fences and Walls.

(A) Permit Required.

- (1) A permit is required from the Development Director before erecting any fence or wall.
- (2) A permit shall not be required for general maintenance and repair of existing fences, provided that no more than 25 percent of the total linear footage of a fence is replaced within a 12-month period and any replacement fencing is of the same height, style and materials as the existing fencing.

(B) General Requirements

- (1) For purposes of this section, fences and walls shall mean free-standing fences and walls that are not structural elements of a building.
- (2) Fences and walls, whether required or optional, shall be constructed of the following types of materials:
 1. Chain link or ornamental wire manufactured for fences with uniformly spaced metal or wood posts; or
 2. Ornamental wrought iron, aluminum, or plastics manufactured for fences; or
 3. Treated or finished wood or wood units of uniform size; or
 4. Brick, stone, split block, stucco on concrete block or other finished precast masonry units of uniform size; or
 5. Finished poured concrete; or
 6. Vinyl Fences
- (3) The Community Development Director may approve other fence or wall materials on a particular site if they find that the proposed materials would provide equal or greater protection, would result in equivalent impacts on the general appearance of near or adjacent property, and do not violate the intent of this code.

- (4) Fences and walls, whether required or optional, may be erected adjacent to or on property lines, subject to the standards herein and subject to regulations relating to clear visibility triangles addressed in Section 3.01.04.
- (5) Where a lot or parcel abuts a use or district that allows a higher fence or wall, a fence or wall may be erected at the greater height along the common property boundary without requiring a variance. For example, a residential use having a maximum fence height of six feet that abuts a commercial use having a maximum fence height of eight feet may erect an eight-foot fence along the common property boundary.
- (6) The measurement of maximum fence or wall height shall not include decorative caps on wall columns or fence posts, or decorative arches above gates. Columns and posts, including decorative caps and finials, may exceed permitted fence height by a maximum of one foot. Columns and posts which exceed permitted fence height shall be not more than three feet in width and shall be spaced at least six feet apart. Additionally, averaging of fence height may be allowed under special circumstances, such as with a fence located on a slope, at the discretion of the City of Wauchula.
- (7) Fences and walls, whether required or optional, shall be maintained in sound condition.
- (8) Finished Side Facing Out. Any fence located adjacent to a public right-of-way or private road shall be placed with the finished side facing that right-of-way.
- (9) No fence or wall shall be erected in such a manner as to interfere with drainage.
- (10) The attachment of fabric, shade cloth, slats or other material to any chain link or similar open fence shall be prohibited on all perimeter and view

blockage fencing. This standard shall not apply to athletic fields and courts, fencing interior to a project site, or construction sites with an active permit.

(11) Pools. Unless the pool is entirely enclosed or screened-in with approved screen, it must be surrounded by a protective wall or chain link fence no less than four feet in height and meet the requirements of Section 2.04.04(C).

(12) Double frontage lots. The Community Development Director shall have the discretion to apply rear yard standards to one of the two frontages upon a determination that a particular yard functions as a rear yard for fence height requirements.

(C) Required Fences and Walls

(1) Requirements for fences and walls required for buffering or as a condition of a specific use are addressed in those respective sections.

(2) Residential Subdivision Fencing Requirements

Where a residential subdivision abuts a public roadway classified as an arterial, a collector, or a local road, the developer shall construct a fence or wall along the entire length of the abutting property line within a recorded planting screen easement of at least ten feet.

(a) At time of subdivision plan review, the City Commission may approve the following.

(1) A change in fencing location for stormwater ponds or other open space elements adjacent to the right-of-way.

(2) A waiver of the requirement for fencing for minor subdivision plats or subdivisions with lots that front the road.

(b) Subdivision walls and fences shall be constructed to resist high winds up to hurricane strength and shall meet the following minimum standards:

- (1) Be constructed of reinforced concrete block, stone, brick, or other masonry building materials in combination with wrought aluminum or other metal features, rigid composite, and other similar materials, as approved by the City Commission.
 - (i) Coated chain link fencing green or black in color may be permitted in combination with a dense irrigated landscape buffer.
 - (ii) Specifically in regard to PVC panel fencing, the minimum standard shall be concrete block columns no more than 30 feet apart on center, constructed with reinforced, concrete footings. The PVC portion of the fence shall be constructed with PVC posts in concrete not more than six feet on center and steel inserts in the top and bottom stringers.
- (c) Shall be landscaped on the exterior side (between the wall or fence and the adjacent street right-of-way) with a minimum of five trees per 100 lineal feet and shrub hedges, within a minimum plantable area that is at least seven and one-half feet wide located on the exterior side of the fence or wall.
 - (1) Hedges shall be planted and maintained to form a 36-inch-high continuous visual screen within one year after time of planting.
 - (2) Trees adjacent to a right-of-way shall be appropriately sized in mature form so that conflicts with overhead utilities, lighting, and signs are avoided. (The clustering of trees and use of palms adjacent to the right-of-way will add design flexibility and reduce conflicts.)
 - (3) Where decorative aluminum railing type fencing is applied, 50 percent of the required landscaping can be placed on the inside of the fence for aesthetic purposes.
- (d) Shall be designed to ensure that historic water flow patterns are accommodated and all stormwater from the site is directed to on-site detention/retention areas in accordance with SWFWMD requirements.

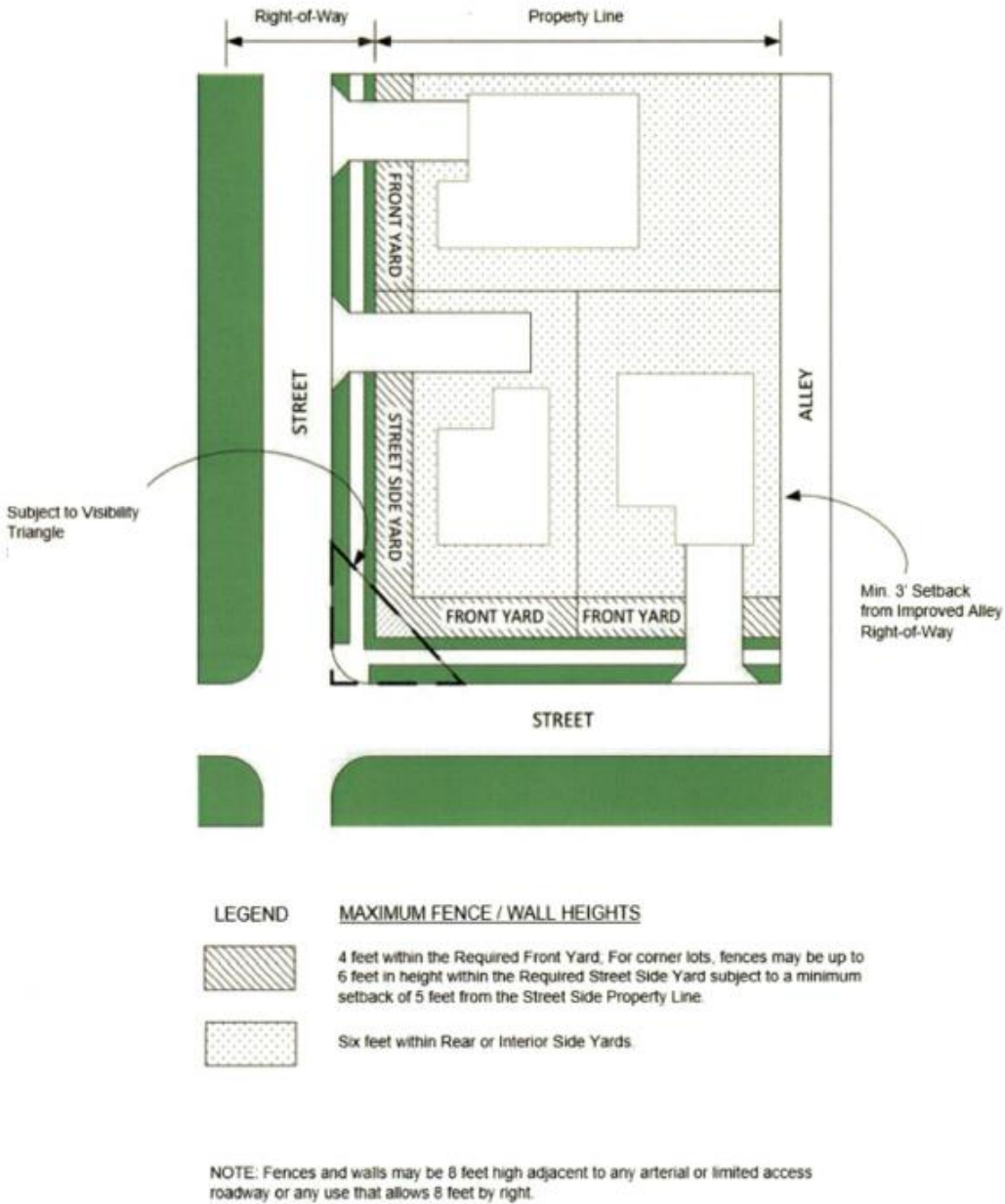
- (e) Shall not be permitted until legally sufficient documents are recorded in the public records of Hardee County providing for the maintenance of the project fence and landscaping.

(D) Optional Fences and Walls

(1) Single-Family, Two-Family and Multi-Family Residential Zoning Districts. See Figure 1.

- (a) Fences or walls may be a maximum of six (6) feet in height within the rear or interior side yards.
- (b) Fences and walls shall not exceed four (4) feet within the required front yard. For corner lots, fences may be up to six (6) feet in height within the required side street yard subject to a minimum setback of five (5) feet from the street side property line.
- (c) Fences and walls shall be setback a minimum of three (3) feet from an improved alley right-of-way.
- (d) Fences surrounding public utility structures within residential districts shall be exempt from the setback requirements and height requirements (up to a maximum of eight feet) and may use up to three strands of barbed wire on security chain link fences provided that such barbed wire is a minimum of six feet above average grade.

Figure 1 Residential Fences and Walls



(2) Mobile Home and Recreational Vehicle Parks and Non-Residential Zoning Districts

- A. Optional fences or walls erected in areas zoned for mobile home and recreational vehicle parks, or office or commercial uses shall not exceed eight feet in height, except that in required front yards, the portion of such fences or walls that extends above four feet in height shall be made of pickets, wrought iron, chain link or similar open construction having no greater than 50 percent view blockage when viewed from an angle perpendicular to the face of the fence or wall.
- B. Optional fences or walls erected in the Industrial zoning districts shall not exceed eight feet in height, unless required as a condition for a specific use.

(E) Existing Fences and Walls

Existing fences and walls erected legally prior to the effective date of these standards (whether lawfully or otherwise) and which do not conform to the standards of this section shall be subject to the following:

- (1) Existing non-conforming fences and walls may be maintained and repaired, provided that maintenance and repair does not increase or intensify the extent or size of the nonconformity or exceed the limits specified in (2) and (3) below.
- (2) Where 50 percent or more of the linear footage of a non-conforming fence or wall within a single yard (front, street side, interior side, or rear) is to be replaced, the entire linear footage of the fence or wall within that yard shall be required to conform with the requirements of this section.
- (3) Where 50 percent or more of the total linear footage of a non-conforming fence or wall is to be replaced within a 12-month period, the entire fence or wall shall be required to conform with the requirements of this section.

The March PCA should be \$0.0055, the same as the prior month. The tax-exempt portion should be \$0.030, the same as the prior month.

09/21/2023

09/21/2023





09/21/2023



09/21/2023

09/21/2023



09/21/2023

09/21/2023

09/21/2023

09/21/2023

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



Raina H Bergens
Code Enforcement
Officer/Zoning Inspector
(863) 773-3064
(863) 773-0773 Fax

NOTICE OF VIOLATION OF CITY CODES

September 26, 2023

Roy A Brown
P O Box 1778
Wauchula, FL 33873

9489 0090 0027 6253 5569 25

Property Address: 126 E Townsend Street
Legal Desc: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS
Parcel No: 04-34-25-0310-00004-003B
Case No: 23-175-M & 23-176-L
Certified Mail No: 9489 0090 6253 5569 25

To Whom It May Concern:

You are hereby advised that the above referenced property is in violation of:

Chapter 11, Article II, Lot Maintenance

(Work must be completed within twenty-one [21] days from receipt of this notice.)

Violations are as noted:

- **Grass in the front and back yard needs to be mowed and maintained at a six-inch height or less on a regular basis and free of weeds. The yard needs to be free of all trash. There is an old used toilet on the west side of the house that needs to be disposed of properly.**

The above-described violation(s) must be corrected within the above stated number of days from receipt of this notice. Failure to correct said violation(s) within the above stated number of days will result in the City correcting said violation(s) and assessing you the costs thereof, plus a one-hundred-dollar (\$100.00) administration fee. Failure to pay said fee assessment will result in a lien being recorded against your property by the City. Said lien may be foreclosed by the City.

You have the right to appeal this determination of City Code Violation by the Code Enforcement Officer to the Special Magistrate. Such appeal must be filed within fifteen [15] days of this notice with the Code Enforcement Secretary located at 126 S 7th Ave, Wauchula, Florida 33873. There is a fifty-dollar (\$50.00) filing fee required to be paid at the time of filing. Failure to timely file your appeal will forfeit that right.

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards
(Work must be completed within forty-five [45] days of receipt of this notice.)

Violations are as noted:

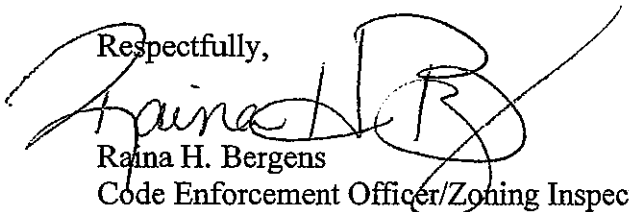
- **The house needs to have the roof repaired. Any and all rotten wood needs to be replaced and painted. Any broken windows need to be repaired/replaced.**

The above-described violation(s) must be corrected within the above stated number of days for each violation from the day of receipt of this notice. Failure to correct said violations(s) within the above stated number of days for each violation will result in the violation(s) being presented to the Special Magistrate which may impose fines up to \$250.00 per day for each violation. If a fine is imposed and not paid, the City will record a lien against your property. Said lien may be foreclosed by the City.

Upon correction of any of the above-described violation(s), you must contact the Code Enforcement Officer whose signature appears below to schedule an inspection by said Code Enforcement Officer.

If you have any questions regarding this notice, please contact the Code Enforcement Officer or the Code Enforcement Secretary at (863) 773-3064.

Respectfully,



Raina H. Bergens

Code Enforcement Officer/Zoning Inspector

CITY OF WAUCHLA
CODE ENFORCEMENT DIVISION
AFFIDAVIT OF REGULAR MAIL AND CERTIFIED MAIL

VIOLATION NOTICE

I, Raina H. Bergens, Code Enforcement Officer, do swear and affirm that I did mail regular mail and certify mail on 9/27/23.


This notice is in reference to case number and property address of violation

23-175-M, 23-176-L/126 E Townsend


Raina H. Bergens

Code Enforcement Officer

Sworn to or affirmed and subscribed before me this 27th day of,
September 2023.


Signature of Notary

Notary Public Stamp

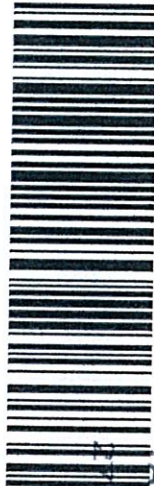


Personally known X or produced identification _____ Type
of identification _____

CITY OF WAUCHULA
126 SOUTH 7TH AVENUE
WAUCHULA, FLORIDA 33873
Code Enforcement
RETURN SERVICE REQUESTED



CERTIFIED MAIL



9489 0090 0027 6253 5569 25

Label 890-PB, Oct. 2019
Pitney Bowes

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 33873
02 7H
0001284197 SEP 27 2023
\$ 007.18

Roy A Br
P O Box 1
Wauchula, FL

9334290152475308
33873-177548
33873-2802

NIXIE 339 DE 1 0010/16/23
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33873280226 *2374-00978-16-30

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
 126 S 7th Avenue
 Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT
OFFICER/ZONING INSPECTOR
 (863) 773-3064
 (863) 773-0773 Fax

NOTICE OF NON-COMPLIANCE

November 16, 2023

Roy A Brown
 P O Box 1778
 Wauchula, FL 33873

9489 0090 0027 6253 5564 82

Property Address: 126 E Townsend Street
 Legal Desc: W ½ OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS
 Parcel No: 04-34-25-0310-00004-003B
 Case No: 23-175-M & 23-176-L
 Certified Mail No: 9489 0090 0027 6253 5564 82

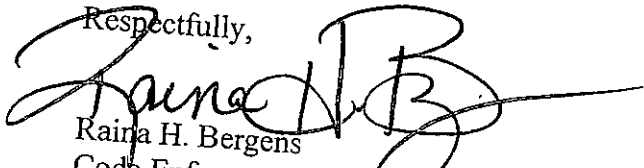
To Whom It May Concern:

This letter is in reference to the above mentioned address and the failure to bring said property into compliance, and to maintain compliance, which is in violation(s) of **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards & Chapter 11, Article II, Lot Maintenance.**

Therefore, please be advised that this case will be brought before the Special Magistrate at the next regular hearing on **Thursday, November 30, 2023 at 10:00 am.**, at 225 East Main Street, Suite 105, in the Commission Chambers of Historic City Hall. The Special Magistrate may impose fines of up to \$250 a day or authorize the City to abate the violation for failure to comply. The unpaid fines/costs thereof shall constitute a lien on the property and legal action will be brought to collect the same.

It would be in your best interest to attend this meeting and present your case. If you have any questions, please feel free to contact the Code Enforcement Officer or Code Enforcement Secretary at 863-773-3064.

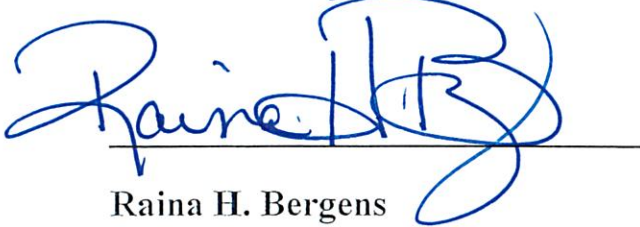
Respectfully,


 Raina H. Bergens
 Code Enforcement Officer/Zoning Inspector

CITY OF WAUCHLA
 CODE ENFORCEMENT DIVISION
 AFFIDAVIT OF POSTING
NOTICE OF FAILURE TO COMPLETE WORK
NOTICE OF HEARING

I, Raina H. Bergens, Code Enforcement Officer, do swear and affirm that I did mail regular and certified to property owner of

126 E Townsend Street, Wauchula FL, 33873, on
11/16/23. This notice is in reference to case number
23-175-M & 23-176-L.



Raina H. Bergens

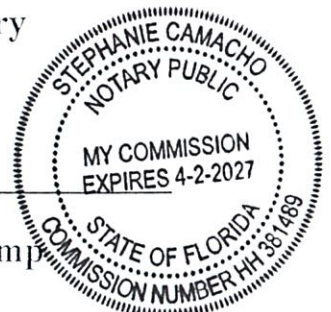
Code Enforcement Officer

Sworn to or affirmed and subscribed before me this 16th day of,
November 2023.



Signature of Notary

Notary Public Stamp



Personally known x or produced identification _____ Type
 of identification _____



11/30/2023

11/30/2023

11/30/2023





VIOLATION NO: 23-175-M

IN RE: *Property Address:* 126 E Townsend Street

Parcel Number: 04-34-25-0310-00004-003B

Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS

CITY OF WAUCHULA, a Florida municipal corporation,

Petitioner

v.

Roy A Brown

P O Box 1778

Wauchula, FL 33873

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes:

FINDINGS OF FACT

1. On or about **September 26, 2023**, there existed at on the above described property, the following conditions in violation of the Code of Ordinances of the City of Wauchula, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards

2. Captioned real property is located and existing within the corporate limits of the City of Wauchula, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Wauchula. All required notices pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

3. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Wauchula.

4. The above stated facts constitute a violation of the specific sections(s) of the City Code cited in paragraph 1 herein.

5. The violator did did not appear for the hearing.

ORDER

Item # 9.

Based on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- ☒ Summary Disposition. Respondent(s) admit(s) to the violation (s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until Jan. 31 to comply or a \$ ~~250~~ 250 per day fine may be imposed.
- ☐ Respondent(s) shall secure captioned property by _____ or a \$ _____ per day fine shall be imposed.
As to **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards**
- ☐ Respondent(s) shall have until _____ for a total compliance or a _____ per day fine shall be imposed.
- ☐ The City of Wauchula is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Wauchula may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Pursuant to §162.08(5) Florida Statutes, the Code Enforcement Division of the City of Wauchula is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Violations did exist and the City of Wauchula requests to allow respondent additional time in which to comply. The new compliance date shall be _____. With no fine imposed at this time.
- ☐ The evidence did not support the violation cited. The case is hereby dismissed.
- ☐ Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- ☐ Violation(s) _____ as identified herein is/are irreparable or irreversible in nature. A one time fine of \$ _____ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- ☐ Respondent(s) shall be responsible for costs incurred by the City in prosecuting this case totaling \$ _____. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order Imposing Fine, may be recorded in the Public Records of Hardee County as evidence thereof.
- ☐ Respondent has been found in violation as a repeat offender. A fine of \$ _____ shall be imposed and a \$ _____ per day fine shall continue until property is brought into compliance.
- ☐ Fine includes administrative costs of \$ _____.
- ☐ Pursuant to §162.09 (3) the Special Magistrate authorize the City of Wauchula to begin foreclosure procedures on the above captioned property.
- ☐ Bank is listed as Respondent for notification purposes only.
- ☐ Other:

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

DONE AND ORDERED this 30 day of November, 2023 at Wauchula, Hardee County, Florida.

ATTEST:

Stephanie Camacho
Stephanie Camacho
City Clerk

Elliott V. Mitchell
Elliott V Mitchell
City of Wauchula Special Master

This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure

Violation No:

The City of Wauchula Code Enforcement met for its regularly scheduled hearing on November 30, 2023 at 10 a.m.

Special Magistrate Elliott Mitchell called the hearing to order and administered the oath to those testifying.

Also present at the hearing were Code Enforcement Officer Raina Bergens and City Clerk Stephanie Camacho.

NEW CASES:

23-167-M

Kinbro Family INC

748 N 6th Avenue

Bergens presented photographic evidence and stated this case was opened on August 30, 2023. Bergens stated a permit has already been pulled to make repairs.

Special Magistrate Mitchell found a violation did exist however, since a permit has been issued, the property owner has until May 31, 2024 to remedy or a fine of \$100 per day would be imposed.

23-170-M

Roy A Brown

121 W Main Street

Bergens presented photographic evidence and stated this case was opened on September 13, 2023. Bergens stated the stucco is cracking and the building is leaning, there is graffiti on the wall and the building is being neglected. Bergens stated a permit would need to be pulled to complete the necessary repairs.

Katina Santos – Property Manager

Santos stated she has a contractor scheduled to come in and do repairs.

Special Magistrate Mitchell found a violation did exist and gave 30 days to pull permits otherwise a fine of \$100 per day would be imposed.

23-175-M

Roy A Brown

126 E Townsend Street

Bergens presented photographic evidence and stated this case was opened on September 26, 2023. Bergens stated roof needs to be replaced, the porch is in need of repairs, there is rotten wood on the house and also some windows in need of repair.

Katina Santos – Property Manager

Santos stated she has tenants in the house that are doing repairs in lieu of paying rent.

Special Magistrate Mitchell found a violation did exist and gave until January 31, 2024 to remedy otherwise a fine of \$250 per day would be imposed.

23-176-L

Roy A Brown

126 E Townsend Street

Bergens presented photographic evidence of the lot that needs maintenance and stated she has told the tenant what they need to do to remedy this.

Special Magistrate Mitchell found a violation did exist and gave 30 days (January 5, 2024) to remedy otherwise a fine of \$100 per day would be imposed.

23-180-L

**Vincente Rodriguez
(Est of) Gloria Rodriguez**

205 Goolsby Street

Bergens presented photographic evidence and stated this property has had previous liens and fines.

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
 126 S 7th Ave
 Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT
OFFICER/ZONING INSPECTOR
 (863) 773-3064
 (863) 773-0773 Fax

NOTICE OF FINDING OF GUILT REGARDING
VIOLATIONS OF CITY OF WAUCHULA CODES

December 4, 2023

Roy A Brown
 P O Box 1778
 Wauchula, FL 33873

Property Location: 126 E Townsend Street
 Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS
 Property ID#: 04-34-25-0310-00004-003B
 Case Number(s): 23-175-M

To Whom It May Concern:

Please be advised on Thursday, November 30, 2023, at the regular hearing, the Special Magistrate of the City of Wauchula found you guilty of violations of City of Wauchula Code of Ordinances, **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards**. If the violation is not corrected on or before **January 31, 2024**, you will be ordered to pay \$250.00 per day for every day the violations continue past the date set for compliance.

Having been found guilty, any future violation of **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards** on this property will cause immediate fines to be imposed as a repeat offense. Any invoiced fines that are unpaid after thirty days of notification will constitute a lien being placed on the property.

After three months from the filing date of any lien, which remains unpaid, the Special Magistrate may authorize the City Attorney to foreclose on this lien.

If the cited violations are corrected on or before **January 31, 2024**, please contact the Code Enforcement Officer or Code Enforcement Secretary at 863-773-3064 immediately so that an inspection of the property can be made.

Respectfully,

Raina H Bergens
 Code Enforcement Officer/
 Zoning Inspector

The City of Wauchula Code Enforcement met for its regularly scheduled hearing on August 22, 2024 at 9:30 a.m.

Special Magistrate Elliott Mitchell called the hearing to order and administered the oath to those testifying.

City staff present at the hearing were Code Enforcement Officer Raina Bergens and City Clerk Stephanie Camacho.

OLD CASES:

23-112-M 4:11 Ministries Corp 208 W Orange Street

Bergens provided a recap of the case history. Mrs. Buttons' granddaughter was present and stated that, since Mrs. Buttons had passed away, the ministry held a board meeting to appoint another president. Since then, they had been going through the process of trying to get all the ministry accounts switched over. She stated they were planning to sell the property. Special Magistrate Mitchell explained this property had been in violation since before Mrs. Buttons passed and leniency had been given due to the hardship however, it needed to be brought into compliance in a timely manner. Special Magistrate Mitchell gave until 9/30/24 to bring it into compliance and also stated they would be on the 9/26/24 hearing docket. He recommended they bring a probate lawyer or someone who could give more information and a solid deadline of when repairs were expected to be completed.

NEW CASES:

24-080-M (Est of) Laurie L Linder Jr 411 W Palmetto Street

Bergens presented photographic evidence and testified the case was opened due to broken and boarded windows, a broken door and some mold/mildew issues. Bergens stated the only thing left to repair was the door. Michael Linder and Jane Williams were present. Michael Linder stated he was unable to pull a permit for the door because his name isn't on the house. Bergens clarified that he would not need a permit since he only need to repair the frame of the door. Special Magistrate Mitchell found the property to be in violation and gave 20 days (9/13/24) to comply or a fine would be imposed of \$100 per day.

24-089-M Jose Vallejo 404 N 7th Avenue

Bergens presented photographic evidence and testified the case was originally opened due to boarded windows and graffiti on trees. The property was in compliance prior to the hearing however, there had been repeat occurrences. Special Magistrate Mitchell found a violation did exist but had been remedied. Any future offenses of this nature would be considered repeat offenses.

24-090-L Jose Vallejo 404 N 7th Avenue (repeat)

Bergens presented photographic evidence and testified to debris and trash in the yard. Jose Vallejo was present. Special Magistrate Mitchell found the property to be in violation and gave 20 days (9/13/24) to comply or a fine would be imposed of \$100 per day.

24-091-M Roy A Brown 125 W Main Street

Bergens stated this parcel was missed during another case (23-170-M) due to not realizing there were 2 separate parcels on the same strip. Bergens presented photographic evidence and testified to rotten wood on the front of the building. Roy Brown was present and stated he was waiting on Main Street

Wauchula to have funding available to help with repairs and that he would be selling the property. He also stated the rotten wood was on the parcel addressed as 121 W Main St and that this parcel (125 W Main St) had already received a certificate of occupancy, however he could not provide documentation to prove that. Due to conflicting testimony, Bergens called the building official and requested he come to the hearing. Special Magistrate Mitchell continued the case until the building official could arrive.

Tom Fisher – Hardee County Building Official

Fisher arrived and was sworn in. Fisher testified to having 20 years of experience as a building official and that he had personally inspected this building. Fisher stated there was rotten, untreated southern yellow pine wood on the front of the building that had termites in it. Special Magistrate Mitchell found Fisher's testimony to be credible and gave Brown a compliance deadline of 9/30/24 or a fine would be imposed of \$100 per day.

24-094-M Daniel Hoshi Espinoza 509 W Orange Street
Giovanna Loyola Contreras

Bergens presented photographic evidence and testified the property needed to be mowed. Tonya Kosher, personal assistant to property owner, was present. Kosher stated the owners lived in Tampa and were looking to hire someone local to maintain the lot. Special Magistrate Mitchell found the property to be in violation and gave 20 days (9/13/24) to comply or a fine would be imposed of \$100 per day.

24-095-L Kathy Stephens 802 Alabama Street

Bergens presented photographic evidence and testified the property needed to be mowed. Bergens also stated the property owner had not been in contact with her. Special Magistrate Mitchell found the property to be in violation and gave 20 days (9/13/24) to comply or a fine would be imposed of \$100 per day.

24-098-L (Est of) Etta Malone 510 E Palmetto Street
(Est of) Steve Malone

Bergens presented photographic evidence and testified the property had been mowed and was in compliance prior to the hearing. Special Magistrate Mitchell found a violation did exist but had been remedied however, any future offenses of this nature would be considered repeat offenses.

24-113-L St Johns Management LLC 309 N Florida Avenue

Bergens presented photographic evidence and testified the case had originally been opened due to lot maintenance. The property was in compliance prior to the hearing. Special Magistrate Mitchell found a violation did exist but had been remedied however, any future offenses of this nature would be considered repeat offenses.

CERTIFICATION OF FINES / LIENS:

23-179-M Vicente Rodriguez 205 Goolsby Street

Bergens stated no work had been done since the fines started accruing. Special Magistrate Mitchell ordered a lien on the property in the amount of \$32,600.00.

23-180-L Vicente Rodriguez 205 Goolsby Street

Bergens stated no work had been done since the fines started accruing. Special Magistrate Mitchell ordered a lien on the property in the amount of \$18,700.00.

01/03/2024

RAINA BERGENS

From: Guadalupe Flores <Guadalupe.Flores@hardeecounty.net>
Sent: Monday, January 8, 2024 11:06 AM
To: RAINA BERGENS
Subject: RE: Brown

No, ma'am. No permits have been issued for these addresses.

Thank you,

Guadalupe Flores

Office Manager/Permit Specialist - ICC Certified Permit Technician
401 West Main St.
Wauchula, FL 33873
863-773-3236
guadalupe.flores@hardeecounty.net

****There will be NO INSPECTIONS on Monday, 1/15/2024, or Friday, 1/19/2024. Please plan your jobs accordingly!!****

From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Monday, January 8, 2024 10:52 AM
To: Guadalupe Flores <Guadalupe.Flores@hardeecounty.net>
Subject: Brown

Good Morning,

Just checking to see if maybe he pulled permits while I was out on vacation...

Addresses would be: 126 E Townsend Street and 121 W Main Street

If not he will be receiving a daily fine for each address.

Thanks,

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Sent: Tuesday, May 28, 2024 11:41 AM
To: RAINA BERGENS
Cc: Guadalupe Flores; Savannah Sperry
Subject: RE: Brown

Good morning,

We do not have any new permits for 126 E Townsend St or 121 W Main St.

Thank you,

Leeanna Castanon

Permit Specialist – ICC Certified Technician
Hardee County Building Dept.
401 W. Main St.
Wauchula, FL 33873
(863) 773-3236
leeanna.castanon@hardeecountyfl.gov
www.hardeecountyfl.gov

From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Friday, May 24, 2024 1:57 PM
To: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Subject: Brown

Good afternoon,

I was just checking to see if Roy Brown pulled any permit for 126 E Townsend Street or 121 W Main Street?

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

The Panel has identified four other organizations as having been involved in the investigation and/or prosecution of the case:

City of Wauchula

INVOICE

Item # 9.


126 S. 7th Ave
Wauchula, FL 33873
Phone (863)-773-3131 Fax (863)-773-0773

DATE:
INVOICE #

5/30/24
23-175-M

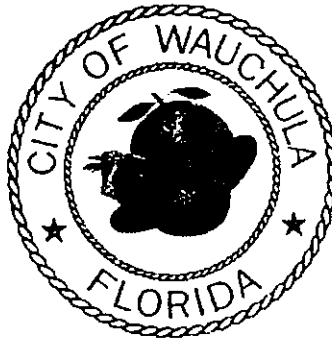
Bill To:

Roy A Brown
P O Box 1778
Wauchula, FL 33873

DESCRIPTION	AMOUNT
Invoice for code enforcement fines starting: January 31, 2024 – May 30, 2024 Ref: 126 E Townsend Street	\$30,000.00
 Administrative Fee	\$100.00
Due Payable 30 days from date of invoice	
TOTAL	\$30,100.00

Make all checks payable to **City of Wauchula**
If you have any questions concerning this invoice,
contact: Raina H Bergens at (863)-773-3064

OLIVIA MINSHEW
COMMUNITY DEVELOPMENT
DIRECTOR
126 S 7th Ave
Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT OFFICER/
ZONING INSPECTOR
(863) 773-3064
(863) 773-0773 Fax

NOTICE FOR CERTIFICATION OF FINE/LIEN

August 6, 2024

Roy A Brown
P O Box 1778
Wauchula, FL 33873

Re: Property Location: 126 E Townsend Street
 Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS
 Property ID#: 04-34-25-0310-00004-003B
 Case Number(s): 23-175-M

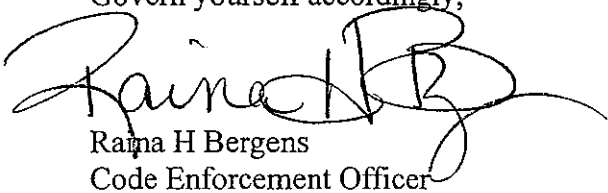
To Whom It May Concern,

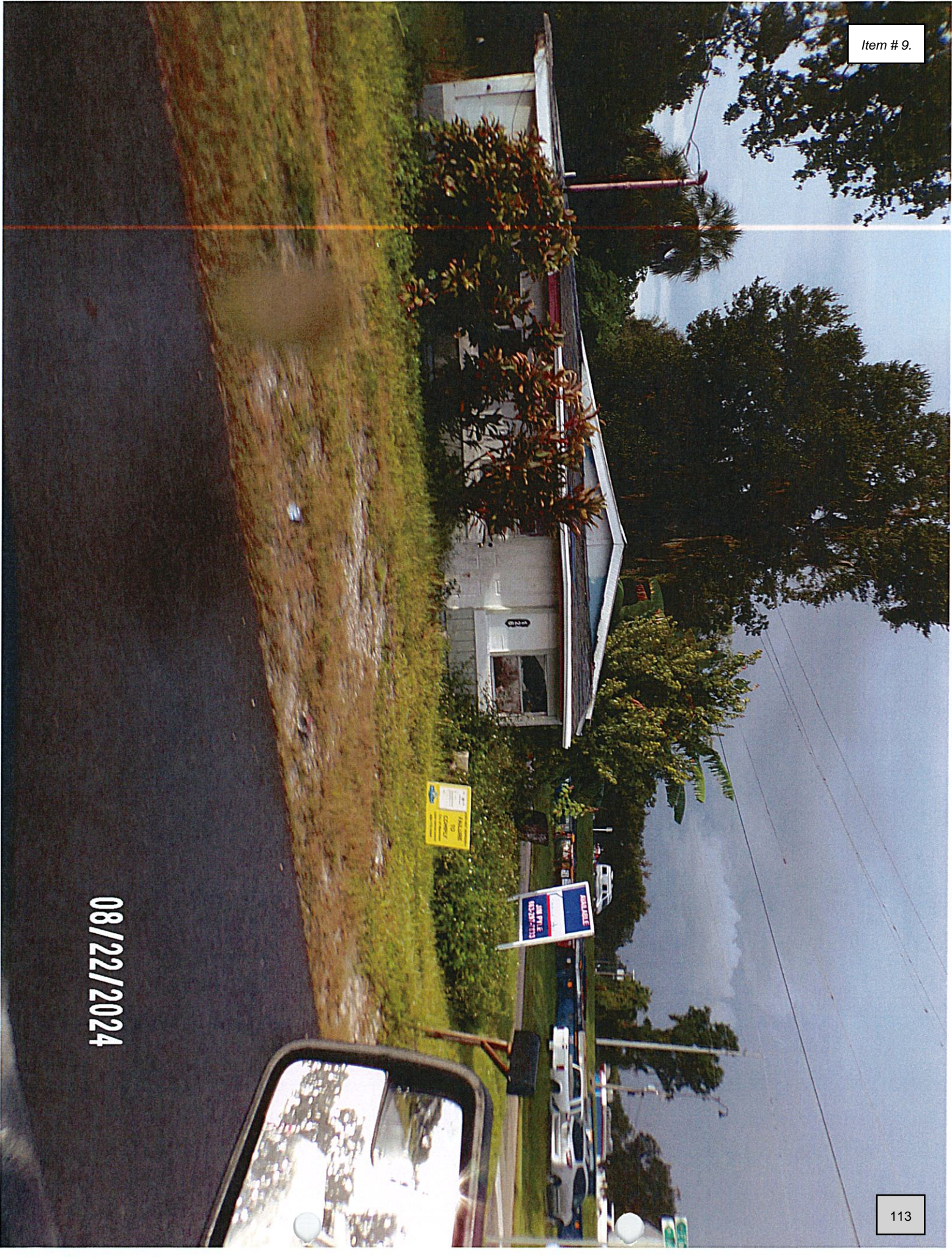
Please be advised that at the next regular monthly hearing the City of Wauchula Special Magistrate will hear evidence in regards to fine(s) or lien(s) accrued or filed against your above referenced property, in relation to the above-mentioned case number(s). The Special Magistrate will certify all unpaid fine(s) for filing of a lien on the property.

The hearing will be held on August 22, 2024 at 9:30 AM., in the Commission Chambers of Historic City Hall located at 225 E Main Street Suite 105, in Wauchula.

It is in your best interest to attend this meeting.

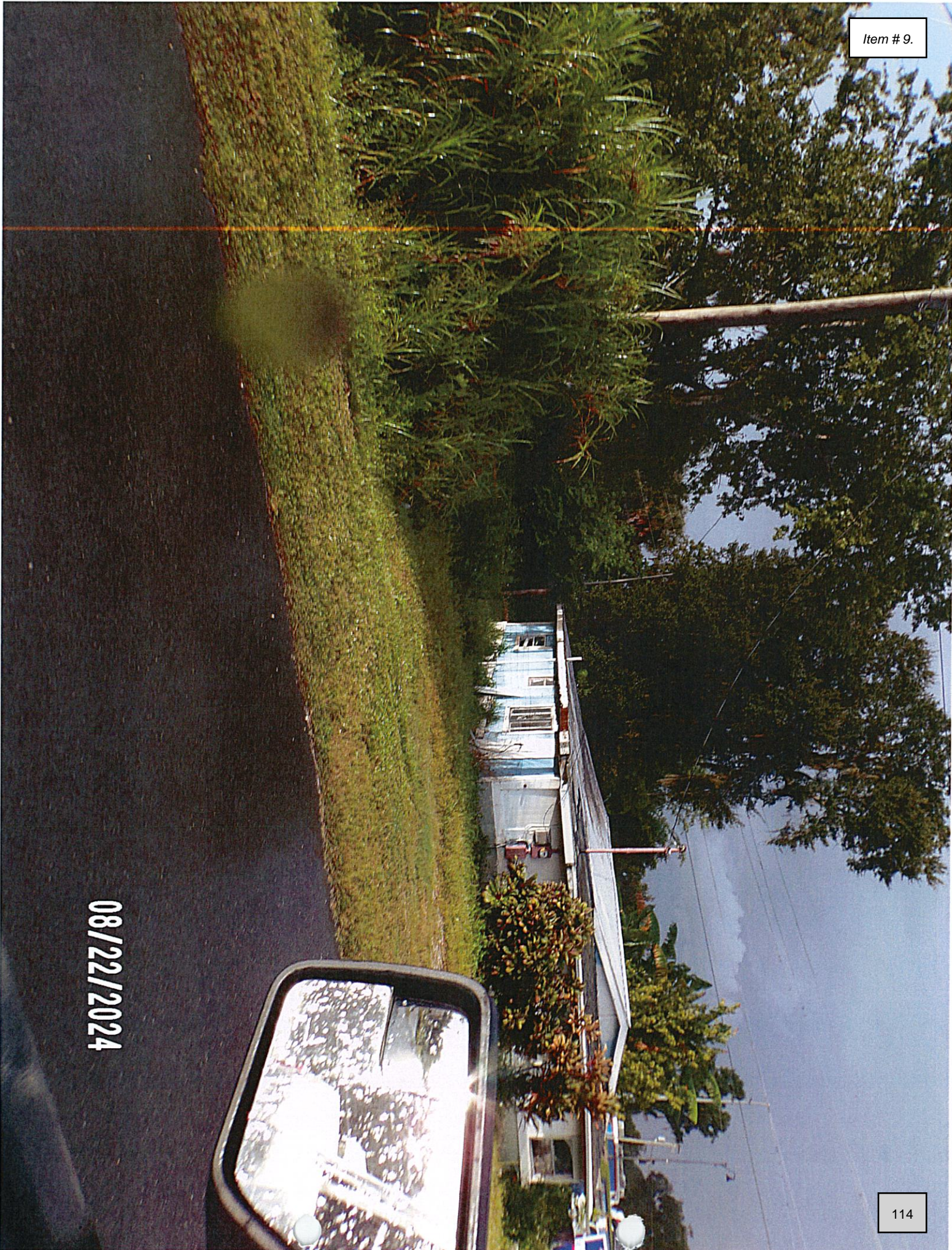
Govern yourself accordingly,


Raina H Bergens
Code Enforcement Officer



08/22/2024

08/22/2024





08/22/2024

08/22/2024



23-170-M**Roy A Brown****121 W Main Street**

Bergens stated no work had been done since the fines started accruing and permits were never pulled. Mrs. Plata, Brown's contractor, was present and testified that she had taken this property before the Historic Preservation Board to request approval some painting and removal of the rotten wood. She stated the Board wanted her to come back with more information about the work that would be done to the front of the building. She also stated she had not reached back out to the Board because Brown had not given her any direction on that work. Special Magistrate Mitchell ordered a lien on the property in the amount of \$12,100.00.

23-175-M**Roy A Brown****126 E Townsend Street**

Bergens stated some work on the property had been done however, permits were never pulled. Special Magistrate Mitchell ordered a lien on the property in the amount of \$30,100.00.

ORDER TO FORECLOSE:**22-095-L**

(Est of) Etta Malone
(Est of) Steve Malone

510 E Palmetto Street**23-145-L**

(Est of) Etta Malone
(Est of) Steve Malone

510 E Palmetto Street

Regarding both cases above, Bergens stated the property was abated and was set to be sold by the courthouse on 9/25/24. Special Magistrate Mitchell took notice of this and took no action at this time.

PUBLIC COMMENTS:

There were no additional public comments.

APPROVAL OF MINUTES:

Special Magistrate Mitchell approved the minutes from the June 27, 2024 meeting.

With no further business to discuss, Special Magistrate Mitchell adjourned the hearing at 10:25 a.m.

 Elliott Mitchell, Special Magistrate

 Stephanie Camacho, City Clerk

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Raina H Bergens
Code Enforcement Officer
225 East Main Street, Suite 106,
Wauchula FL 33873

Inst: 202425004986 Date: 09/12/2024 Time: 2:34PM
Victoria L Rogers, Clerk of Court
Hardee County, By: JS
Deputy Clerk

CLERK OF COURT
SEP 12 2024 PM 2:22

**CITY OF WAUCHULA, FLORIDA
NOTICE OF CODE ENFORCEMENT LIEN**

CITY OF WAUCHULA, FLORIDA
PETITIONER

vs.

Roy A Brown Trustee
P O Box 1778
Wauchula, FL 33873

RESPONDENT(S)

CASE NO. 23-175-M

STATUTORY ORDER IMPOSING PENALTY/LIEN

This cause came on for hearing before the Code Enforcement Special Magistrate on August 22, 2024, after due notice to Respondent(s), at which time the Board heard testimony, received evidence, and issued its findings of fact and conclusions of law, and thereupon, issued its order which was reduced to writing and furnished to Respondent(s).

The Special Magistrate order required Respondent(s) to take certain action by a certain time, as more specifically set forth in said order.

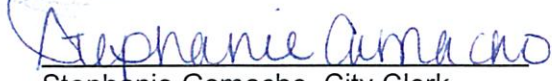
After due notice to Respondent(s) of a hearing before the Special Magistrate on August 22, 2024, concerning the Magistrate order dated November 30, 2023, and the Magistrate having considered the testimony of the Code Enforcement Officer(s), reviewed the current continuous fines, and other evidence of the Respondent(s) continuing non-compliance, it is hereby

Ordered that the Respondent(s) pay the City of Wauchula Thirty thousand one hundred dollars (\$30,100.00), which represents previously ordered fines for the Code violations at 126 E Townsend Street, Wauchula, Florida 33873, legally described as: 126 E Town Send Street, Wauchula, Florida 33873, legally described as: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS addition to the City of Wauchula, as per Plat Book 4, Page 14 IN HARDEE COUNTY, FLORIDA, Public Records of Hardee County, FLORIDA. PARCEL # 04-34-25-0310-00004-003B

A certified copy of this order shall be recorded and shall constitute a lien for all the accrued fines against the above-described property, and other real property that the Respondent(s) owns in Hardee County pursuant to Sections 162.08, 162.09 and 162.10 of the Florida Statutes.

Ordered this 22nd day of August, 2024, at Wauchula, Hardee County, Florida.

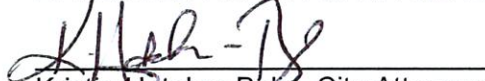
ATTEST:


Stephanie Camacho, City Clerk

BY:


Elliott Mitchell, Special Magistrate

APPROVED AS TO FORM AND LEGALITY:


Kristie Hatcher Bohn, City Attorney

RAINA BERGENS

From: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Sent: Wednesday, November 6, 2024 10:25 AM
To: RAINA BERGENS; Guadalupe Flores
Subject: RE: Roy Brown Properties

No ma'am, we do not have any recent permits for those properties.

Thank you,

Leeanna Castanon

Permit Specialist – ICC Certified Technician
Hardee County Building Department

Office: [\(863\) 773-3236](tel:8637733236)
Email: leeanna.castanon@hardeecountyfl.gov
Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>
401 W. Main St Wauchula, FL 33873

****Our office will be CLOSED and there will be NO INSPECTIONS on Monday, 11/11/2024 for Veterans Day. Please plan accordingly!!****

"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Wednesday, November 6, 2024 9:21 AM
To: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Subject: Roy Brown Properties

Just checking to see if a building permits have been pulled for these addresses? I have current cases on these properties.

125 W Main
121 W Main
126 E Townsend Street
715 S 6th Avenue

Thanks,

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

RAINA BERGENS

From: RAINA BERGENS
Sent: Thursday, November 7, 2024 1:20 PM
To: Leeanna Castanon; Guadalupe Flores
Subject: RE: Roy Brown Properties

Just received a call from Roy Browns assistant Katina she said the she wanted to give me an Update that Safari Glass replaced all windows at the 126 E Townsend address.

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

From: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Sent: Wednesday, November 6, 2024 10:25 AM
To: RAINA BERGENS <rbergens@cityofwauchula.com>; Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>
Subject: RE: Roy Brown Properties

No ma'am, we do not have any recent permits for those properties.

Thank you,

Leeanna Castanon

Permit Specialist – ICC Certified Technician
Hardee County Building Department

Office: [\(863\) 773-3236](tel:8637733236)
Email: leeanna.castanon@hardeecountyfl.gov
Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>
401 W. Main St Wauchula, FL 33873

****Our office will be CLOSED and there will be NO INSPECTIONS on Monday, 11/11/2024 for Veterans Day. Please plan accordingly!!****

"TEAM HARDEE"





A1 Safari Glass, Inc

300 North Florida Avenue | Wauchula, Florida 33873
8637733434 | joanne@a1safiriglass.com | www.a1safiriglass.com

Item # 9.

RECIPIENT:

Roy Brown

126 Townsend Street
Wauchula, Florida

City of Wauchula

Invoice #7457

Issued

Not sent yet

Due

Upon receipt

Total

\$1,026.01

For Services Rendered

Product/Service	Description	Qty.	Total
1/16" S/S	Single Strength 2- 34 x 9	2	\$28.34
1/16" S/S	Single Strength 2- 34 x 15	2	\$45.34
1/16" S/S	Single Strength 2- 11 x 50	2	\$50.00
1/16" S/S	Single Strength 1- 35 x 11	1	\$18.00
1/16" S/S	Single Strength 1- 12 x 32	1	\$16.00
1/16" S/S	Single Strength 51 x 23	1	\$52.00
1/8" Obscured Glass	2 - 22 x 11	2	\$45.84
Labor	To remove existing glass and install new glass	1	\$560.00*
Service Call	Includes all sealants and screws.	1	\$180.00

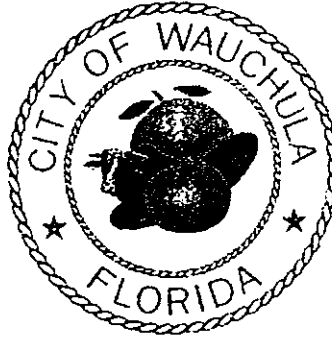
*NO New Windows
installed Wed Oct 30 by
Dalton, Nick & Josue*

* Non-taxable

Thank you for your business. Please contact us with any questions regarding this invoice.

Subtotal	\$995.52
Florida, Hardee County (1.0%)	\$4.36
Florida State (6.0%)	\$26.13
Total	\$1,026.01

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
126 S 7th Ave
Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT OFFICER/
ZONING INSPECTOR
(863) 773-3064
(863) 773-0773 Fax

NOTICE OF FORECLOSURE

February 14, 2025

Roy A Brown
P O 1778
Wauchula, FL 33873

Re: Property Location: 126 E Townsend Street
 Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS
 Property ID#: 04-34-25-0310-00004-003B
 Case Number(s): 23-175-M

To Whom It May Concern:

Please be advised that at the regular monthly hearing the City of Wauchula Special Magistrate may proceed with authorizing the City Attorney to foreclose on a lien that was placed on your property referenced above, in relation to the above-mentioned case number(s). The hearing will be held on February 27, 2025 at 9:30 AM., in the Commission Chambers of Historic City Hall located at 225 E Main Street Suite 105, in Wauchula.

It is in your best interest to attend this meeting.

Govern yourself accordingly,


Raina H. Bergens
Code Enforcement Officer

RAINA BERGENS

From: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>
Sent: Thursday, February 27, 2025 8:41 AM
To: RAINA BERGENS; Leeanna Castanon; Felise Skinner
Subject: RE: Brown Properties

No, ma'am. We have no permit apps for these addresses.

Thank you,

Guadalupe Flores

Office Manager/Permit Specialist - ICC Certified Permit Tech
 Hardee County Building Department

Office: (863) 773-3236

Email: guadalupe.flores@hardeecountyfl.gov

Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>

401 W. Main Street, Wauchula, FL 33873

"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>

Sent: Thursday, February 27, 2025 8:17 AM

To: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Leeanna Castanon
 <Leeanna.Castanon@hardeecountyfl.gov>; Felise Skinner <felise.skinner@hardeecountyfl.gov>

Subject: Brown Properties

Has any permits been pulled for these listed properties?

121 W Main
 126 E Townsend
 715 S 6th Avenue
 125 W Main Street

Thanks,

Raina H Bergens
 Code Enforcement Officer
 City of Wauchula
rbergens@cityofwauchula.com

VIOLATION NO: 23-175-M

IN RE: *Property Address:* 126 E Townsend Street

Parcel Number: 04-34-25-0310-00004-003B

Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS

CITY OF WAUCHULA, a Florida municipal corporation,

Petitioner

v.

Roy A Brown

P O Box 1778

Wauchula, FL 33873

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes:

FINDINGS OF FACT

1. On or about **September 26, 2023**, there existed at on the above described property, the following conditions in violation of the Code of Ordinances of the City of Wauchula, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards

2. Captioned real property is located and existing within the corporate limits of the City of Wauchula, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Wauchula. All required notices pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

3. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Wauchula.

4. The above stated facts constitute a violation of the specific sections(s) of the City Code cited in paragraph 1 herein.

5. The violator ~~did~~ did not appear for the hearing.

ORDER

Item # 9.

Based on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- ☐ Summary Disposition. Respondent(s) admit(s) to the violation (s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until _____ to comply or a \$_____ per day fine may be imposed.
- ☐ Respondent(s) shall secure captioned property by _____ or a \$_____ per day fine shall be imposed.
As to **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards**
- ☐ respondent(s) shall have until _____ for a total compliance or a _____ per day fine shall be imposed.
- ☐ The City of Wauchula is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Wauchula may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Pursuant to §162.08(5) Florida Statutes, the Code Enforcement Division of the City of Wauchula is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Violations did exist and the City of Wauchula requests to allow respondent additional time in which to comply. The new compliance date shall be _____. With no fine imposed at this time.
- ☐ The evidence did not support the violation cited. The case is hereby dismissed.
- ☐ Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- ☐ Violation(s) _____ as identified herein is/are irreparable or irreversible in nature. A one time fine of \$_____ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- ☐ Respondent(s) shall be responsible for costs incurred by the City in prosecuting this case totaling \$_____. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order Imposing Fine, may be recorded in the Public Records of Hardee County as evidence thereof.
- ☐ Respondent has been found in violation as a repeat offender. A fine of \$_____ shall be imposed and a \$_____ per day fine shall continue until property is brought into compliance.
- ☐ Fine includes administrative costs of \$_____.
- ☐ Pursuant to §162.09 (3) the Special Magistrate authorize the City of Wauchula to begin foreclosure procedures on the above captioned property.
- ☐ Bank is listed as Respondent for notification purposes only.
- ☒ Other: Continue until next month's hearing

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

DONE AND ORDERED this 27 day of February, 2025 at Wauchula, Hardee County, Florida.

ATTEST:

Stephanie Camacho
Stephanie Camacho
City Clerk

Elliott V. Mitchell
Elliott V Mitchell
City of Wauchula Special Master

This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure

Violation No:

The City of Wauchula Code Enforcement met for its regularly scheduled hearing on February 27, 2025 at 9:30 a.m.

Special Magistrate Elliott Mitchell called the hearing to order and administered the oath to those testifying.

City staff present at the hearing were Code Enforcement Officer Raina Bergens and City Clerk Stephanie Camacho.

Additional attendees present for all cases listed on this agenda:

Roy Brown – property owner

Jacob Stinton – contractor for Roy Brown

Sam Brown-Parks – daughter of Roy Brown (appeared via Zoom)

Andrea Milheizler – daughter of Roy Brown (appeared via Zoom)

Tom Fisher – Hardee County Building Official

Milheizler stated she and Brown-Parks have stepped in to help with the code enforcement issues on these properties and had been in contact with Bergens to get a list of all violations that needed to be addressed. Brown-Parks stated there was a lot of confusion about what was going on and the extent of the issues. Mitchell advised Milheizler and Brown-Parks that he had seen cases on Mr. Brown's properties on a regular basis for the last several years, and that Brown does not take responsibility for the violations. Mitchell also stated that Brown appears to be the person in control of these properties. Mitchell stated that, if there was a power of attorney in place and Brown was not the one handling these issues, he could take that into consideration. Mitchell stated there needed to be a clear path forward in order for anything to change. Milheizler requested a bullet point list of everything that needed to be done at each property and asked for a 30-day extension to come up with a plan on how to get them into compliance.

PROCEED WITH LIEN FORECLOSURE:

23-170-M

Roy A Brown

121 W Main Street

Bergens stated the property was not in compliance and the City was ready to proceed with foreclosure. Brown claimed he had a permit to start work on this property. Mitchell stated the City received an email from the Hardee County Building Department the morning of this hearing stating there were no permit applications for any of the addresses on the agenda. Fisher confirmed there were no open permits. Mitchell reiterated the violation on this property and photographs showed no work had been done. Special Magistrate Mitchell continued this case to the March hearing to allow time for a plan to be developed.

23-175-M

Roy A Brown

126 E Townsend Street

Photographs showed substantial issues with the property. Brown stated, for the record, there were more fines than the property was worth. Special Magistrate Mitchell continued this case to the March hearing to allow time for a plan to be developed.

OLD CASES:

The following properties were presented for the purpose of providing status updates for Milheizler and Brown-Parks.

24-078-M

Roy A Brown Trustee

715 S 6th Avenue

Bergens stated a tree had fallen, causing damage to portions of the fence. Bergens stated tarps were put up, also that some work had been done but there were still sections that needed to be repaired. There was a current lien on this property in the amount of \$18,100.

24-079-L**Roy A Brown Trustee****715 S 6th Avenue**

Bergens confirmed the tree had been cut down but stated the property needed to be mowed and maintained according to the City's ordinance. There was a current lien on this property in the amount of \$9,100.

24-091-M**Roy A Brown****125 W Main Street**

* This is the same building as 121 W Main St however there are separate parcel IDs/addresses listed on property appraiser. *

Bergens stated this property had the same code violations as case number 23-170-M for 121 W Main St. There was a current lien on this property.

PUBLIC COMMENTS

No additional public comments were presented.

APPROVAL OF JANUARY 23, 2025 MINUTES

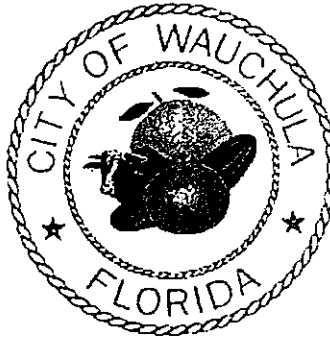
Special Magistrate Mitchell approved the minutes.

With no further business to discuss, Special Magistrate Mitchell adjourned the hearing at 10:18 a.m.

Elliott Mitchell, Special Magistrate

Stephanie Camacho, City Clerk

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
126 S 7th Avenue
Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT
OFFICER/ZONING INSPECTOR
(863) 773-3064
(863) 773-0773 Fax

REMINDER

March 14, 2025

Roy A Brown
P O Box 1778
Wauchula, FL 33873

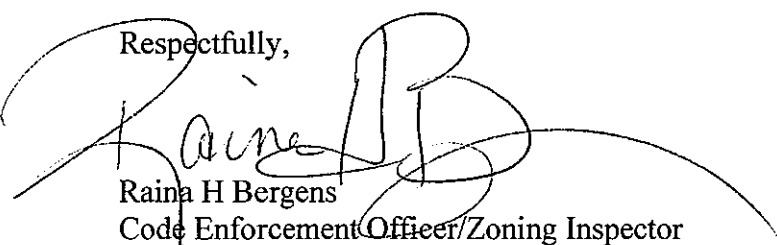
Property Location: 126 E Townsend Street
Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS
Property ID#: 04-34-25-0310-00004-003B
Case Number(s): 23-175-M

To Whom It May Concern:

This is just a reminder that your case will be heard by the Special Magistrate at the Code Enforcement meeting on Thursday, March 27, 2025. The meeting will be held at 9:30 a.m. in the City Commission Chambers, 225 E Main St., Suite 105, Wauchula, FL.

It would be in your best interest to attend.

Respectfully,


Raina H Bergens
Code Enforcement Officer/Zoning Inspector

RAINA BERGENS

From: Felise Skinner <felise.skinner@hardeecountyfl.gov>
Sent: Thursday, March 27, 2025 8:47 AM
To: RAINA BERGENS; Guadalupe Flores; Leeanna Castanon
Subject: RE: Brown

For 121 W Main St we have not received any permit requests for this property, Roy Brown came in and attempted to get the permit thinking that Katina had it submitted but she was missing documents the day she came in. We let Roy Brown know that we still needed everything for it and he has not comeback in for that particular one in a while. The last permit have for 126 E Townsend Rd was back in 2019 for a roof.

****Please note our office hours on Friday will change starting on April 25th, 2025; New hours will be 8:00AM-4:00PM for Fridays ONLY!! The office will be closed all day April 18th, 2025 for Good Friday.****

Thank you,

Felise Skinner

Building Permit Tech
 Hardee County Building Department
Payment Processing Hours: 8:00AM-3:30PM

Office: (863) 773-3236
 Email: felise.skinner@hardeecountyfl.gov
 Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>
 401 W. Main Street, Wauchula, FL 33873

"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Thursday, March 27, 2025 8:30 AM
To: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Felise Skinner <felise.skinner@hardeecountyfl.gov>; Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Subject: Brown

Good morning ladies,

Have there been any permits issued for any work to be done or that has been done for 121 W Main Street or 126 E Townsend Street?

VIOLATION NO: 23-175-M

IN RE: *Property Address:* 126 E Townsend Street

Parcel Number: 04-34-25-0310-00004-003B

Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS

CITY OF WAUCHULA, a Florida municipal corporation,

Petitioner

v.

Roy A Brown

P O Box 1778

Wauchula, FL 33873

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes:

FINDINGS OF FACT

1. Appearing before the Special Magistrate was Code Enforcement Officer Raina H. Bergens.
2. The respondent did not appear for the hearing. → *San Brown-Parks was in attendance*
3. Respondent was duly served with notice of the subject hearing.
4. On or about **September 26, 2023** there existed at on the above-described property, the following conditions in violation of the Code of Ordinances of the City of Wauchula, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards

5. Captioned real property is located and existing within the corporate limits of the City of Wauchula, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Wauchula. All required notices pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

6. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Wauchula.
7. The above stated facts constitute a violation of the specific sections(s) of the City Code cited in paragraph 1 herein.
8. All procedural requirements have been satisfied, met, or waived, including due and proper notice to the Respondent.

ORDER

Based on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- ☐ Summary Disposition. Respondent(s) admit(s) to the violation (s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until _____ to comply or a \$_____ per day fine may be imposed.
- ☐ Respondent(s) shall secure captioned property by _____ or a \$_____ per day fine shall be imposed.
- ☐ As to **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards** respondent(s) shall have until _____ for a total compliance or a _____ per day fine shall be imposed.
- ☐ The City of Wauchula is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Wauchula may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Pursuant to §162.08(5) Florida Statutes, the Code Enforcement Division of the City of Wauchula is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Violations did exist and the City of Wauchula requests to allow respondent additional time in which to comply. The new compliance date shall be _____. With no fine imposed at this time.
- ☐ The evidence did not support the violation cited. The case is hereby dismissed.
- ☐ Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- ☐ Violation(s) _____ as identified herein is/are irreparable or irreversible in nature. A one time fine of \$_____ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- ☐ Respondent(s) shall be responsible for costs incurred by the City in prosecuting this case totaling \$_____. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order Imposing Fine, may be recorded in the Public Records of Hardee County as evidence thereof.
- ☐ Respondent has been found in violation as a repeat offender. A fine of \$_____ shall be imposed and a \$_____ per day fine shall continue until property is brought into compliance.
- ☐ Fine includes administrative costs of \$_____.
- ☒ Pursuant to §162.09 (3) the Special Magistrate authorize the City of Wauchula to begin foreclosure procedures on the above captioned property.
- ☐ Bank is listed as Respondent for notification purposes only.
- ☐ Other:

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

DONE AND ORDERED this 27 day of March, 2025 at Wauchula, Hardee County, Florida.

ATTEST:

Stephanie Camacho
Stephanie Camacho
City Clerk

Elliott V. Mitchell
Elliott V Mitchell
City of Wauchula Special Master

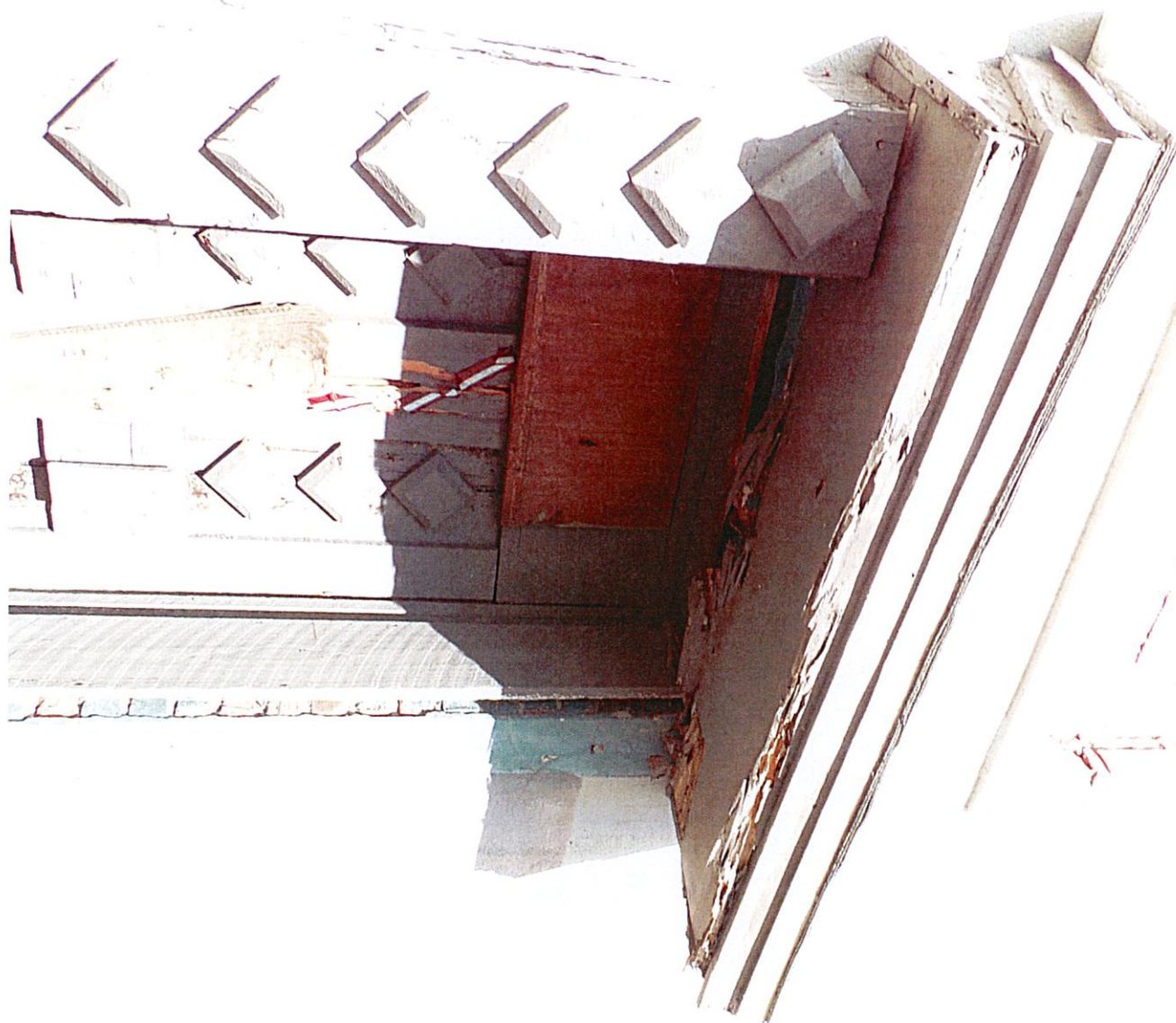
This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure

Violation No:

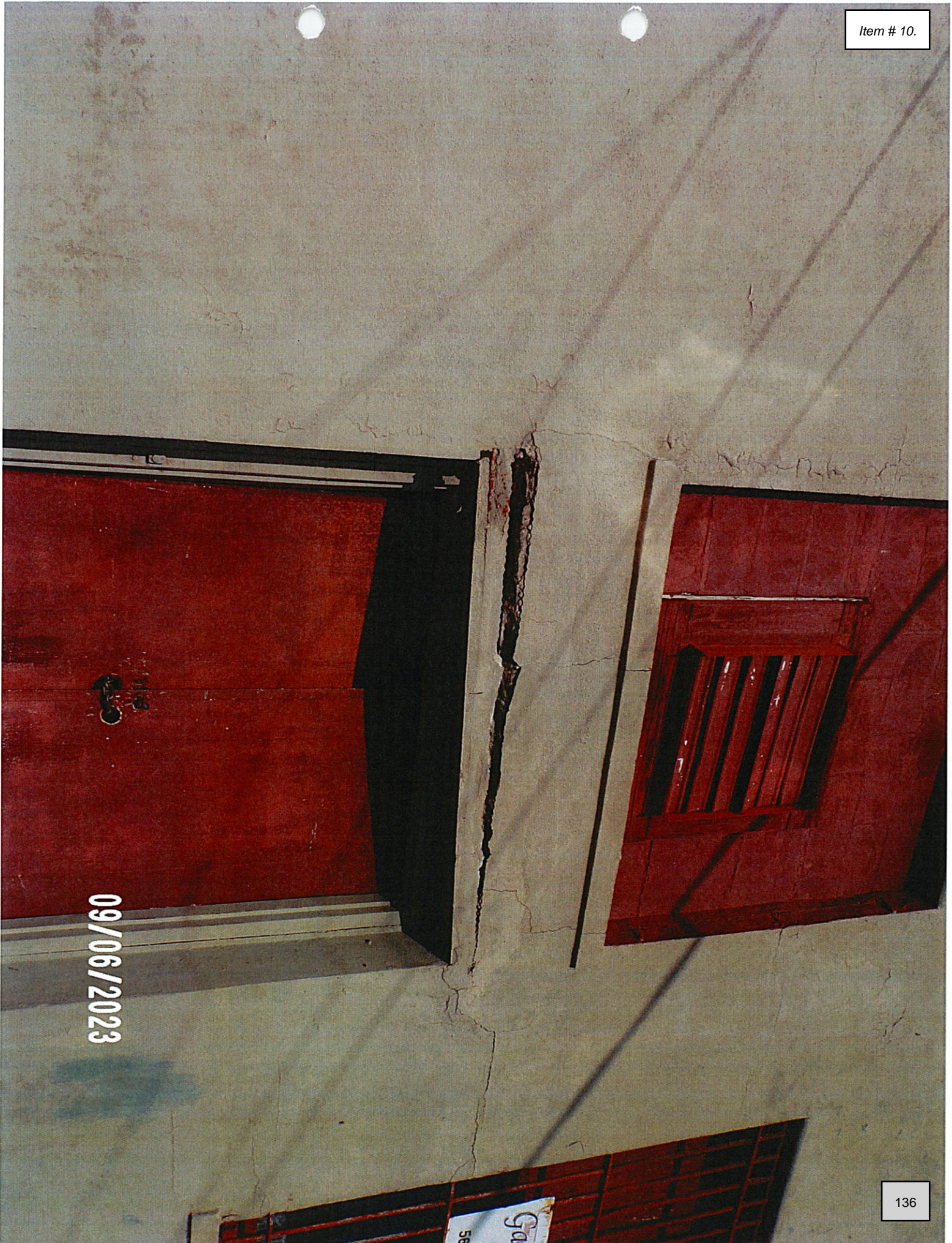




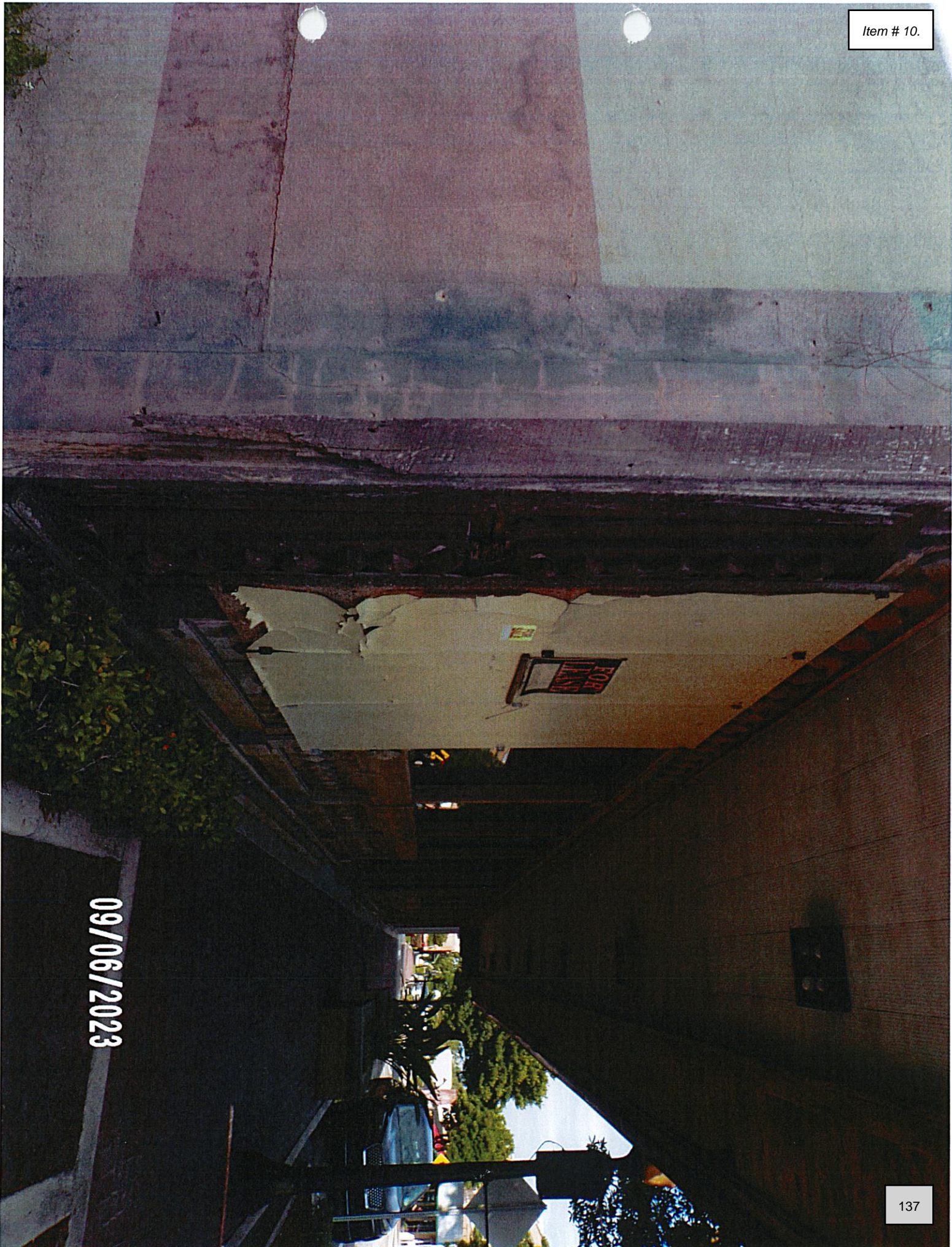
09/06/2023



09/06/2023



09/06/2023



09/06/2023

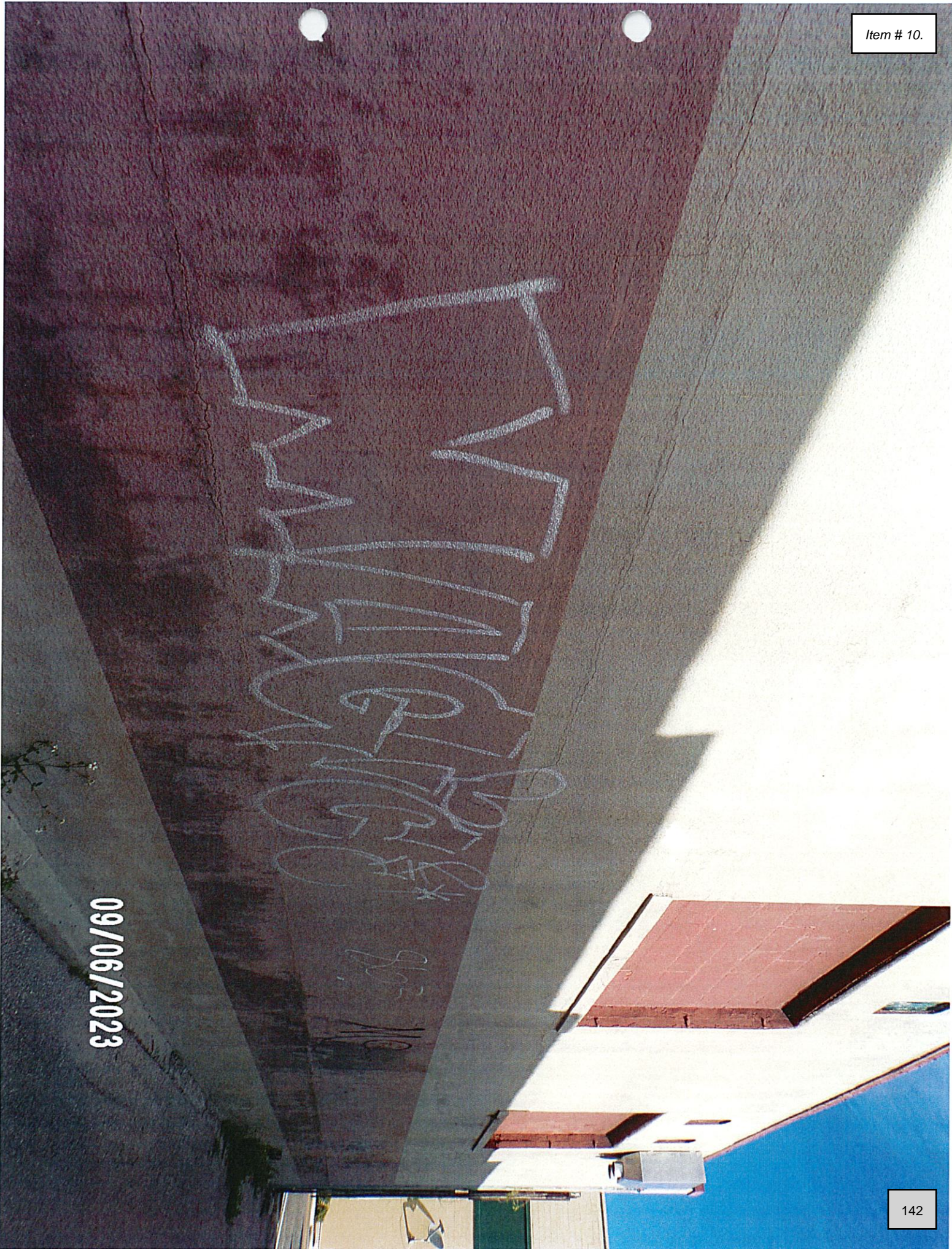
09/06/2023

Gasparri
Realty
561-998-7826

09/06/2023

09/06/2023

09/06/2023



09/06/2023



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



Raina H Bergens
Code Enforcement
Officer/Zoning Inspector
(863) 773-3064
(863) 773-0773 Fax

NOTICE OF VIOLATION OF CITY CODES

September 13, 2023

Roy A Brown
P O Box 1778
Wauchula, FL 33873

9489 0090 0027 6253 5568 64

Property Address: 121 W Main Street
Legal Desc: EAST 74 FT OF LOTS 11, 12, & 13 BLK 23 WAUCHULA ORS
Parcel No: 03-34-25-0200-00023-011B
Case No: 23-170-M
Certified Mail No: 9459 0090 0027 6253 5568 64

To Whom It May Concern:

You are hereby advised that the above referenced property is in violation of:

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards
(Work must be completed within forty-five [45] days of receipt of this notice.)

Violations are as noted:

- **The exterior of the building needs to have the stucco repaired. It is cracked and falling off in some areas. The wood that has been put on around the doors and facade are rotten and termite infested, needs to be removed and the building needs to be treated for termites. The building needs to be scraped and painted. The graffiti that has be placed on the building needs to be removed. Any broken windows need to be repaired.**

The above-described violation(s) must be corrected within the above stated number of days for each violation from the day of receipt of this notice. Failure to correct said violations(s) within the above stated number of days for each violation will result in the violation(s) being presented to the Special Magistrate which may impose fines up to \$250.00 per day for each violation. If a fine is imposed and not paid, the City will record a lien against your property. Said lien may be foreclosed by the City.

Before doing any repairs to any building, please contact the City of Wauchula Planning and Zoning Department at (863) 773-9193 for permitting information. **If the property listed above is a rental, a licensed contractor must perform repairs.**

CITY OF WAUCHLA
CODE ENFORCEMENT DIVISION

AFFIDAVIT OF POSTING

NOTICE OF VIOLATION

I, Raina H. Bergens, Code Enforcement Officer, do swear and affirm that I did regular mail and certify mail to property owner on 9/13/23.

This notice is in reference to case number and address

121 W Main Street / 23-170-M.


 Raina H. Bergens

Code Enforcement Officer

Sworn to or affirmed and subscribed before me this 13th day of,
September 2023.



Signature of Notary

Notary Public Stamp



Personally known 4 or produced identification _

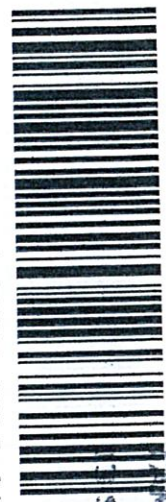
Type of identification _____

CITY OF WAUCHULA
126 SOUTH 7TH AVENUE
WAUCHULA, FLORIDA 33873

RETURN SERVICE REQUESTED



CERTIFIED MAIL®



9489 0090 0027 6253 5568 64

Label 890-PS Oct. 2015
Pitney Bowes

FIRST-CLASS



US POSTAGE PAID BY PITNEY BOWES
ZIP 33873
02 7H
0001284197 SEP 13 2023
\$ 007.18⁰

Roy A Brown
P O Box 17
Wauchula, FL

33873-1729
33873-5286

NIXIE 339 DE 1 0010/04/23
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33873280226 *1901-07324-13-43

9/15/23
9/20/23

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
 126 S 7th Avenue
 Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT
OFFICER/ZONING INSPECTOR
 (863) 773-3064
 (863) 773-0773 Fax

NOTICE OF NON-COMPLIANCE

November 16, 2023

Roy A Brown
 P O Box 1778
 Wauchula, FL 33873

9489 0090 0027 6253 5564 75

Property Address: 121 W Main Street
 Legal Desc: EAST 74 FT OF LOTS 11, 12, & 13 BLKK 23 WAUCHULA ORS
 Parcel No: 03-34-25-0200-00023-011B
 Case No: 23-170-M
 Certified Mail No: 9489 0090 0027 6253 5564 75

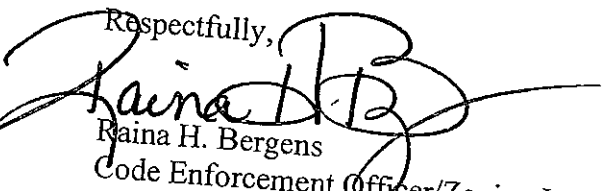
To Whom It May Concern:

This letter is in reference to the above mentioned address and the failure to bring said property into compliance, and to maintain compliance, which is in violation(s) of **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards.**

Therefore, please be advised that this case will be brought before the Special Magistrate at the next regular hearing on **Thursday, November 30, 2023 at 10:00 am.**, at 225 East Main Street, Suite 105, in the Commission Chambers of Historic City Hall. The Special Magistrate may impose fines of up to \$250 a day or authorize the City to abate the violation for failure to comply. The unpaid fines/costs thereof shall constitute a lien on the property and legal action will be brought to collect the same.

It would be in your best interest to attend this meeting and present your case. If you have any questions, please feel free to contact the Code Enforcement Officer or Code Enforcement Secretary at 863-773-3064.

Respectfully,


 Raina H. Bergens
 Code Enforcement Officer/Zoning Inspector

CITY OF WAUCHULA
CODE ENFORCEMENT DIVISION

AFFIDAVIT OF POSTING

NOTICE OF FAILURE TO COMPLETE WORK

NOTICE OF HEARING

I, Raina H. Bergens, Code Enforcement Officer, do swear and affirm that I did mail regular and certified to property owner of

121 W Main Street, Wauchula FL, 33873, on
11/16/23. This notice is in reference to case number
23-170-m.

Raina H. Bergens
Raina H. Bergens

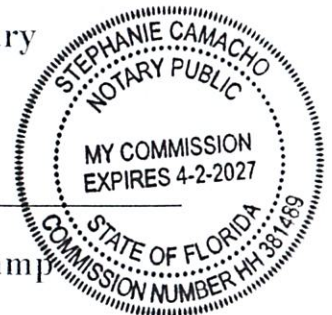
Code Enforcement Officer

Sworn to or affirmed and subscribed before me this 16th day of,
November 2023.

Stephanie Camacho

Signature of Notary

Notary Public Stamp



Personally known 9 or produced identification _____ Type
of identification _____



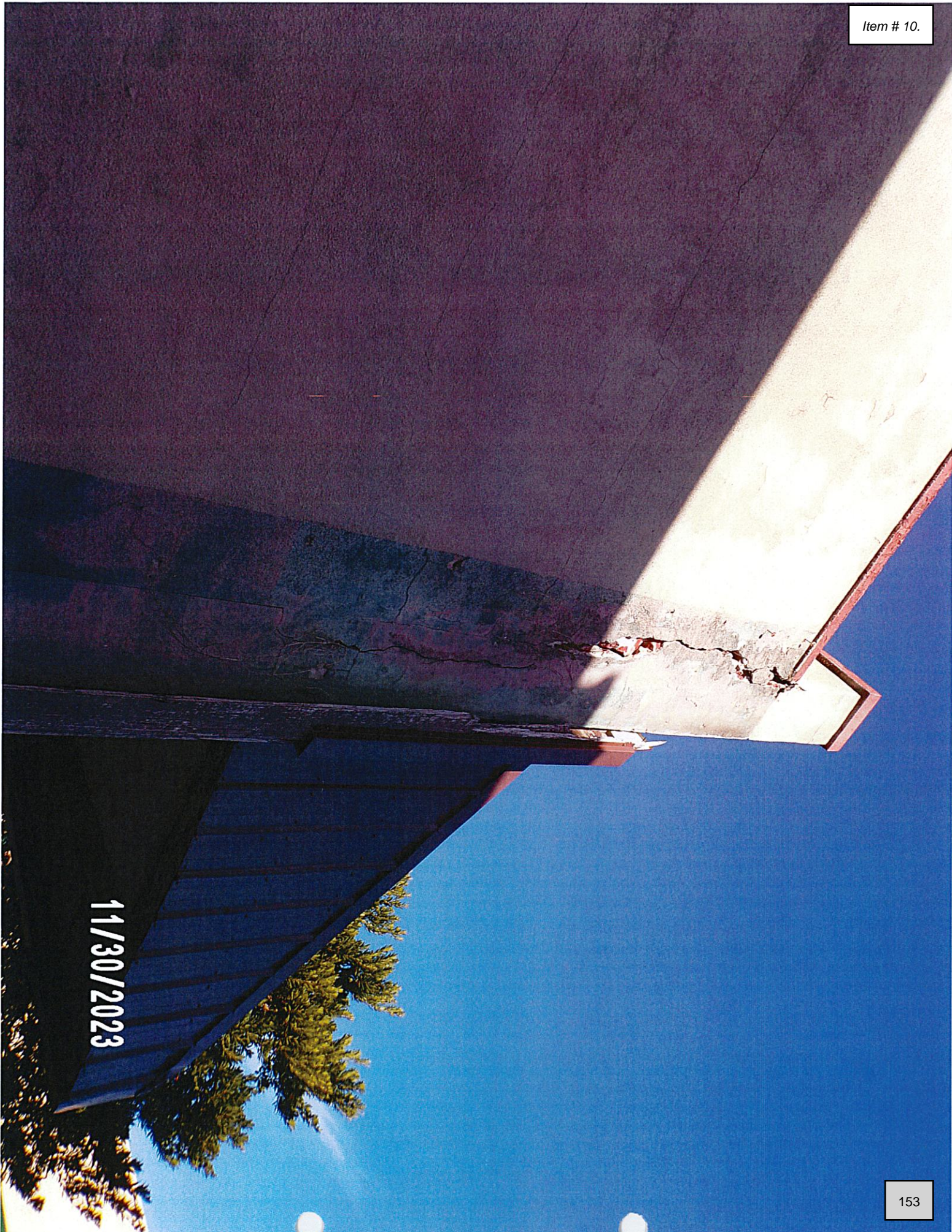
11/30/2023

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11/30/2023



11/30/2023



11/30/2023



11/30/2023

11/30/2023

11/30/2023



VIOLATION NO: 23-170-M

IN RE: *Property Address:* 121 W Main Street

Parcel Number: 03-34-25-0200-00023-011B

Legal Description: EAST 74 FT OF LOTS 11, 12 & 13 BLK 23 WAUCHULA ORS

CITY OF WAUCHULA, a Florida municipal corporation,

Petitioner

v.

Roy A Brown

P O Box 1778

Wauchula, FL 33873

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes:

FINDINGS OF FACT

1. On or about **September 13, 2023**, there existed at on the above described property, the following conditions in violation of the Code of Ordinances of the City of Wauchula, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards

2. Captioned real property is located and existing within the corporate limits of the City of Wauchula, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Wauchula. All required notices pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

3. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Wauchula.

4. The above stated facts constitute a violation of the specific sections(s) of the City Code cited in paragraph 1 herein.

5. The violator ~~did~~ did not appear for the hearing.

Based on the foregoing Findings of Fact, Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- ☐ Summary Disposition. Respondent(s) admit(s) to the violation(s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until _____ to comply or a \$_____ per day fine may be imposed.
- ☐ Respondent(s) shall secure captioned property by _____ or a \$_____ per day fine shall be imposed.
- As to **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards**
- ☐ Respondent(s) shall have until _____ for a total compliance or a \$_____ per day fine shall be imposed.
- ☐ The City of Wauchula is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Wauchula may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Pursuant to §162.08(5) Florida Statutes, the Code Enforcement Division of the City of Wauchula is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Violations did exist and the City of Wauchula requests to allow respondent additional time in which to comply. The new compliance date shall be _____. With no fine imposed at this time.
- ☐ The evidence did not support the violation cited. The case is hereby dismissed.
- ☐ Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- ☐ Violation(s) _____ as identified herein is/are irreparable or irreversible in nature. A one time fine of \$_____ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- ☐ Respondent(s) shall be responsible for costs incurred by the City in prosecuting this case totaling \$_____. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order Imposing Fine, may be recorded in the Public Records of Hardee County as evidence thereof.
- ☐ Respondent has been found in violation as a repeat offender. A fine of \$_____ shall be imposed and a \$_____ per day fine shall continue until property is brought into compliance.
- ☐ Fine includes administrative costs of \$_____.
- ☐ Pursuant to §162.09 (3) the Special Magistrate authorize the City of Wauchula to begin foreclosure procedures on the above captioned property.
- ☐ Bank is listed as Respondent for notification purposes only.
- ☒ Other: 30 Days to pull permits or \$100/day

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

DONE AND ORDERED this 30 day of November, 2023 at Wauchula, Hardee County, Florida.

ATTEST:

Stephanie Camacho
Stephanie Camacho
City Clerk

Elliott V Mitchell
Elliott V Mitchell
City of Wauchula Special Master

This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure

Violation No:

The City of Wauchula Code Enforcement met for its regularly scheduled hearing on November 30, 2023 at 10 a.m.

Special Magistrate Elliott Mitchell called the hearing to order and administered the oath to those testifying.

Also present at the hearing were Code Enforcement Officer Raina Bergens and City Clerk Stephanie Camacho.

NEW CASES:

23-167-M Kinbro Family INC 748 N 6th Avenue

Bergens presented photographic evidence and stated this case was opened on August 30, 2023. Bergens stated a permit has already been pulled to make repairs. Special Magistrate Mitchell found a violation did exist however, since a permit has been issued, the property owner has until May 31, 2024 to remedy or a fine of \$100 per day would be imposed.

23-170-M Roy A Brown 121 W Main Street

Bergens presented photographic evidence and stated this case was opened on September 13, 2023. Bergens stated the stucco is cracking and the building is leaning, there is graffiti on the wall and the building is being neglected. Bergens stated a permit would need to be pulled to complete the necessary repairs. Katina Santos – Property Manager Santos stated she has a contractor scheduled to come in and do repairs. Special Magistrate Mitchell found a violation did exist and gave 30 days to pull permits otherwise a fine of \$100 per day would be imposed.

23-175-M Roy A Brown 126 E Townsend Street

Bergens presented photographic evidence and stated this case was opened on September 26, 2023. Bergens stated roof needs to be replaced, the porch is in need of repairs, there is rotten wood on the house and also some windows in need of repair. Katina Santos – Property Manager Santos stated she has tenants in the house that are doing repairs in lieu of paying rent. Special Magistrate Mitchell found a violation did exist and gave until January 31, 2024 to remedy otherwise a fine of \$250 per day would be imposed.

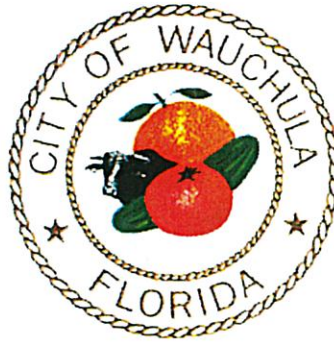
23-176-L Roy A Brown 126 E Townsend Street

Bergens presented photographic evidence of the lot that needs maintenance and stated she has told the tenant what they need to do to remedy this. Special Magistrate Mitchell found a violation did exist and gave 30 days (January 5, 2024) to remedy otherwise a fine of \$100 per day would be imposed.

**23-180-L Vincente Rodriguez 205 Goolsby Street
(Est of) Gloria Rodriguez**

Bergens presented photographic evidence and stated this property has had previous liens and fines.

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
 126 S 7th Ave
 Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT
OFFICER/ZONING INSPECTOR
 (863) 773-3064
 (863) 773-0773 Fax

COPY

NOTICE OF FINDING OF GUILT REGARDING
VIOLATIONS OF CITY OF WAUCHULA CODES

December 4, 2023

Roy A Brown
 P O Box 1778
 Wauchula, FL 33873

Property Location: 121 W Main Street
 Legal Description: EAST 74 FT OF LOTS 11, 12 & 13 BLK 23 WAUCHULA ORS
 Property ID#: 03-34-25-0200-00023-011B
 Case Number(s): 23-170-M

To Whom It May Concern:

Please be advised on Thursday, November 30, 2023, at the regular hearing, the Special Magistrate of the City of Wauchula found you guilty of violations of City of Wauchula Code of Ordinances, **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards**. If the violation is not corrected on or before **January 2, 2024 to pull proper permits or**, you will be ordered to pay \$100.00 per day for every day the violations continue past the date set for compliance.

Having been found guilty, any future violation of **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards** on this property will cause immediate fines to be imposed as a repeat offense. Any invoiced fines that are unpaid after thirty days of notification will constitute a lien being placed on the property.

After three months from the filing date of any lien, which remains unpaid, the Special Magistrate may authorize the City Attorney to foreclose on this lien.

If the cited violations are corrected on or before **January 2, 2024**, please contact the Code Enforcement Officer or Code Enforcement Secretary at 863-773-3064 immediately so that an inspection of the property can be made.

Respectfully,


 Raina H Bergens
 Code Enforcement Officer/
 Zoning Inspector

RAINA BERGENS

From: Guadalupe Flores <Guadalupe.Flores@hardeecounty.net>
Sent: Monday, January 8, 2024 11:06 AM
To: RAINA BERGENS
Subject: RE: Brown

No, ma'am. No permits have been issued for these addresses.

Thank you,

Guadalupe Flores

Office Manager/Permit Specialist - ICC Certified Permit Technician
401 West Main St.
Wauchula, FL 33873
863-773-3236
guadalupe.flores@hardeecounty.net

****There will be NO INSPECTIONS on Monday, 1/15/2024, or Friday, 1/19/2024. Please plan your jobs accordingly!!****

From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Monday, January 8, 2024 10:52 AM
To: Guadalupe Flores <Guadalupe.Flores@hardeecounty.net>
Subject: Brown

Good Morning,

Just checking to see if maybe he pulled permits while I was out on vacation...

Addresses would be: 126 E Townsend Street and 121 W Main Street

If not he will be receiving a daily fine for each address.

Thanks,

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Hardee County Building Department

401 West Main Street – Wauchula, FL 33873

Phone: 863-773-3236 – Fax: 863-767-0360

building.department@hardeecounty.net

RE: Roy A Brown
121 W Main St
Wauchula, FL 33873

March 26, 2024

To Whom It May Concern:

An inspection was conducted of the facade of the building located at 121 W Main St.

It has been determined that this building has an extensive amount of termite damage throughout the southern yellow pine veneer that is not designed to be used as exterior siding. The damages will need to be replaced with the appropriate siding and a permit in place.

If you shall have any questions or concerns, please feel free to contact our office at the phone number or email address listed above.

Respectfully,

Tom Fisher
Chief Building Official

RAINA BERGENS

From: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Sent: Tuesday, May 28, 2024 11:41 AM
To: RAINA BERGENS
Cc: Guadalupe Flores; Savannah Sperry
Subject: RE: Brown

Good morning,

We do not have any new permits for 126 E Townsend St or 121 W Main St.

Thank you,

Leeanna Castanon

Permit Specialist – ICC Certified Technician
Hardee County Building Dept.
401 W. Main St.
Wauchula, FL 33873
(863) 773-3236
leeanna.castanon@hardeecountyfl.gov
www.hardeecountyfl.gov

From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Friday, May 24, 2024 1:57 PM
To: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Subject: Brown

Good afternoon,

I was just checking to see if Roy Brown pulled any permit for 126 E Townsend Street or 121 W Main Street?

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of Wauchula

INVOICE

Item # 10.


126 S. 7th Ave
Wauchula, FL 33873
Phone (863)-773-3131 Fax (863)-773-0773

DATE:
INVOICE #

5/30/24
23-170-M

Bill To:

Roy A Brown
P O Box 1778
Wauchula, FL 33873

DESCRIPTION	AMOUNT
Invoice for code enforcement fines starting: January 31, 2024 – May 30, 2024 Ref: 121 W Main Street	\$12,000.00
 Administrative Fee	\$100.00
Due Payable 30 days from date of invoice	
TOTAL	\$12,100.00

Make all checks payable to **City of Wauchula**
If you have any questions concerning this invoice,
contact: Raina H Bergens at (863)-773-3064



08/22/2024

08/22/2024

OLIVIA MINSHEW
COMMUNITY DEVELOPMENT
DIRECTOR
126 S 7th Ave
Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT OFFICER/
ZONING INSPECTOR
(863) 773-3064
(863) 773-0773 Fax

NOTICE FOR CERTIFICATION OF FINE/LIEN

August 6, 2024

Roy A Brown
P O Box 1778
Wauchula, FL 33873

Re: Property Location: 121 W Main Street
 Legal Description: EAST 74 FT OF LOTS 11, 12, & 13 BLK 23 WAUCHULA ORS
 Property ID#: 03-34-25-0200-00023-011B
 Case Number(s): 23-170-M

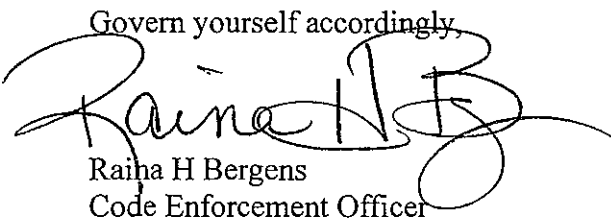
To Whom It May Concern,

Please be advised that at the next regular monthly hearing the City of Wauchula Special Magistrate will hear evidence in regards to fine(s) or lien(s) accrued or filed against your above referenced property, in relation to the above-mentioned case number(s). The Special Magistrate will certify all unpaid fine(s) for filing of a lien on the property.

The hearing will be held on August 22, 2024 at 9:30 AM., in the Commission Chambers of Historic City Hall located at 225 E Main Street Suite 105, in Wauchula.

It is in your best interest to attend this meeting.

Govern yourself accordingly,


Raina H Bergens
Code Enforcement Officer

The City of Wauchula Code Enforcement met for its regularly scheduled hearing on August 22, 2024 at 9:30 a.m.

Special Magistrate Elliott Mitchell called the hearing to order and administered the oath to those testifying.

City staff present at the hearing were Code Enforcement Officer Raina Bergens and City Clerk Stephanie Camacho.

OLD CASES:

23-112-M 4:11 Ministries Corp 208 W Orange Street

Bergens provided a recap of the case history. Mrs. Buttons' granddaughter was present and stated that, since Mrs. Buttons had passed away, the ministry held a board meeting to appoint another president. Since then, they had been going through the process of trying to get all the ministry accounts switched over. She stated they were planning to sell the property. Special Magistrate Mitchell explained this property had been in violation since before Mrs. Buttons passed and leniency had been given due to the hardship however, it needed to be brought into compliance in a timely manner. Special Magistrate Mitchell gave until 9/30/24 to bring it into compliance and also stated they would be on the 9/26/24 hearing docket. He recommended they bring a probate lawyer or someone who could give more information and a solid deadline of when repairs were expected to be completed.

NEW CASES:

24-080-M (Est of) Laurie L Linder Jr 411 W Palmetto Street

Bergens presented photographic evidence and testified the case was opened due to broken and boarded windows, a broken door and some mold/mildew issues. Bergens stated the only thing left to repair was the door. Michael Linder and Jane Williams were present. Michael Linder stated he was unable to pull a permit for the door because his name isn't on the house. Bergens clarified that he would not need a permit since he only need to repair the frame of the door. Special Magistrate Mitchell found the property to be in violation and gave 20 days (9/13/24) to comply or a fine would be imposed of \$100 per day.

COPY

24-089-M Jose Vallejo 404 N 7th Avenue

Bergens presented photographic evidence and testified the case was originally opened due to boarded windows and graffiti on trees. The property was in compliance prior to the hearing however, there had been repeat occurrences. Special Magistrate Mitchell found a violation did exist but had been remedied. Any future offenses of this nature would be considered repeat offenses.

24-090-L Jose Vallejo 404 N 7th Avenue (repeat)

Bergens presented photographic evidence and testified to debris and trash in the yard. Jose Vallejo was present. Special Magistrate Mitchell found the property to be in violation and gave 20 days (9/13/24) to comply or a fine would be imposed of \$100 per day.

24-091-M Roy A Brown 125 W Main Street

Bergens stated this parcel was missed during another case (23-170-M) due to not realizing there were 2 separate parcels on the same strip. Bergens presented photographic evidence and testified to rotten wood on the front of the building. Roy Brown was present and stated he was waiting on Main Street

Ref. to building official letter dated March 26, 2024

23-170-M**Roy A Brown****121 W Main Street**

Bergens stated no work had been done since the fines started accruing and permits were never pulled. Mrs. Plata, Brown's contractor, was present and testified that she had taken this property before the Historic Preservation Board to request approval some painting and removal of the rotten wood. She stated the Board wanted her to come back with more information about the work that would be done to the front of the building. She also stated she had not reached back out to the Board because Brown had not given her any direction on that work. Special Magistrate Mitchell ordered a lien on the property in the amount of \$12,100.00.

23-175-M**Roy A Brown****126 E Townsend Street**

Bergens stated some work on the property had been done however, permits were never pulled. Special Magistrate Mitchell ordered a lien on the property in the amount of \$30,100.00.

ORDER TO FORECLOSE:**22-095-L****(Est of) Etta Malone
(Est of) Steve Malone****510 E Palmetto Street****23-145-L****(Est of) Etta Malone
(Est of) Steve Malone****510 E Palmetto Street**

Regarding both cases above, Bergens stated the property was abated and was set to be sold by the courthouse on 9/25/24. Special Magistrate Mitchell took notice of this and took no action at this time.

PUBLIC COMMENTS:

There were no additional public comments.

APPROVAL OF MINUTES:

Special Magistrate Mitchell approved the minutes from the June 27, 2024 meeting.

With no further business to discuss, Special Magistrate Mitchell adjourned the hearing at 10:25 a.m.

 Elliott Mitchell, Special Magistrate

 Stephanie Camacho, City Clerk

REC'D CLERK OF COURT
SEP 12 24 PM 2:22

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Raina H Bergens
Code Enforcement Officer
225 East Main Street, Suite 106,
Wauchula FL 33873

Inst: 202425004988 Date: 09/12/2024 Time: 2:34PM
Victoria L Rogers, Clerk of Court
Hardee, County, By: JS
Deputy Clerk

**CITY OF WAUCHULA, FLORIDA
NOTICE OF CODE ENFORCEMENT LIEN**

CITY OF WAUCHULA, FLORIDA
PETITIONER

vs.

Roy A Brown Trustee
P O Box 1778
Wauchula, FL 33873

RESPONDENT(S)
_____ /

CASE NO. 23-170-M

STATUTORY ORDER IMPOSING PENALTY/LIEN

This cause came on for hearing before the Code Enforcement Special Magistrate on August 22, 2024, after due notice to Respondent(s), at which time the Board heard testimony, received evidence, and issued its findings of fact and conclusions of law, and thereupon, issued its order which was reduced to writing and furnished to Respondent(s).

The Special Magistrate order required Respondent(s) to take certain action by a certain time, as more specifically set forth in said order.

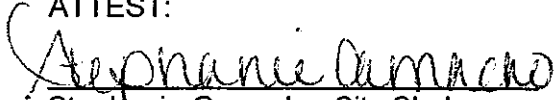
After due notice to Respondent(s) of a hearing before the Special Magistrate on August 22, 2024, concerning the Magistrate order dated November 30, 2023, and the Magistrate having considered the testimony of the Code Enforcement Officer(s), reviewed the current continuous fines, and other evidence of the Respondent(s) continuing non-compliance, it is hereby

Ordered that the Respondent(s) pay the City of Wauchula Twelve thousand one hundred dollars (\$12,100.00), which represents previously ordered fines for the Code violations at 121 W Main Street, Wauchula, Florida 33873, legally described as: 121 W Main Street, Wauchula, Florida 33873, legally described as THE EAST 74 FEET OF LOTS 11, 12, AND 13, BLOCK 23, ORIGINAL PLAT OF Town of Wauchula, Florida according to plat thereof recorded in Plat book 1, page 1-29A, Public records of Hardee County, Florida. PARCEL # 003-34-25-0200-00023-011B

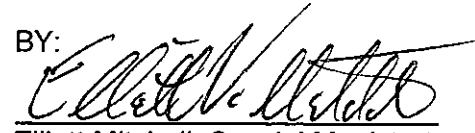
A certified copy of this order shall be recorded and shall constitute a lien for all the accrued fines against the above-described property, and other real property that the Respondent(s) owns in Hardee County pursuant to Sections 162.08, 162.09 and 162.10 of the Florida Statutes.

Ordered this 22nd day of August, 20 24 at Wauchula, Hardee County, Florida.

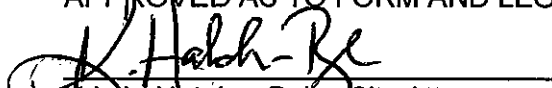
ATTEST:


Stephanie Camacho, City Clerk

BY:


Elliott Mitchell, Special Magistrate

APPROVED AS TO FORM AND LEGALITY:


Kristie Hatcher Bohn, City Attorney

RAINA BERGENS

From: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Sent: Wednesday, November 6, 2024 10:25 AM
To: RAINA BERGENS; Guadalupe Flores
Subject: RE: Roy Brown Properties

No ma'am, we do not have any recent permits for those properties.

Thank you,

Leeanna Castanon

Permit Specialist – ICC Certified Technician
 Hardee County Building Department

Office: (863) 773-3236
 Email: leeanna.castanon@hardeecountyfl.gov
 Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>
 401 W. Main St Wauchula, FL 33873

****Our office will be CLOSED and there will be NO INSPECTIONS on Monday, 11/11/2024 for Veterans Day. Please plan accordingly!!****

"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Wednesday, November 6, 2024 9:21 AM
To: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Subject: Roy Brown Properties

Just checking to see if a building permits have been pulled for these addresses? I have current cases on these properties.

125 W Main
 121 W Main
 126 E Townsend Street
 715 S 6th Avenue

Thanks,

Raina H Bergens
 Code Enforcement Officer
 City of Wauchula
rbergens@cityofwauchula.com

CITY OF WAUCHULA
ZONING AND
COMPREHENSIVE PLAN CONSISTENCY
DETERMINATION
SIGN-OFF

Sign-off No. _____

DATE 2-13-25

Instructions to customers: READ CAREFULLY This application will not be processed unless this form is completely filled out, signed and dated. PLEASE PRINT

Describe, in detail, ALL work to be done: Repair Col. on 121 West Main St
Paint Alleyway - Red wall - four Graffiti

Physical address 121 West Main StProperty Owner Name: Roy A Brown P.E. Applicant's Name: Roy A Brown P.E.Phone: 863-445-0915Phone: 863-445-0915Address: PO Box 1772Address: P.O. Box 1772Wauchula, FLWauchula, FLStrap No./Parcel No.: 03-34-25-0200-00023-011BCurrent use of property P Future use PLegal Description of Property: See attached property cardZoning: HCI Setbacks: Front ft Side ft Rear ft (Construction)Accessory structures- Setbacks: Side ft Rear ft From other buildings ftFlood Zone: X

Is this a deed-restricted community? If yes, you must provide a copy of the deed.

water and sewer facilities ; water facilities only ;

You, the customer, are responsible for meeting regulations. You must call for an inspection when you have staked the area of construction. If an inspection is not done and the Code Enforcement Officer finds that setbacks are not properly met, it will be at your expense to move or rebuild your structure.

The City of Wauchula has reviewed the proposed improvements and found them to be in compliance with the City's Comprehensive Plan, meets all concurrency requirements and meets all zoning requirements. The City has determined that the roadway connection and access is in compliance. If ingress/egress is on a State roadway, the customer must contact the Department of Transportation in Arcadia, Florida, also and provide letter of approval from them.

REGULATIONS AND RULES FOR SIGN-OFFS

Item # 10.


When all documentation has been approved and confirmation from the City of Wauchula that no code violations exist on your property, you will be given a telephone call to pick up your paperwork. You will then take the paperwork to the Hardee County Building Department for the issuance of a building permit. Their address, phone number and fax number is:

401 West Main Street
Wauchula FL 33873-2832
Phone (863) 773-3236
Fax (863) 773-6284

I have read the City of Wauchula's sign-off form, have obtained all necessary copies of the regulations that I need and agree to comply with them. I understand that if work is being done that has not been stated on the first part of the form, I will be subject to a Stop-Work Order. Original signatures only. A notarized letter may be sent from the property owner if necessary.

Documentation that must be provided:

- ____ Property card
- ____ Site plan - to scale
- ____ Survey - if necessary
- ____ Letter of authorization - if necessary
- ____ Signed form



Signature of owner

2-13-24

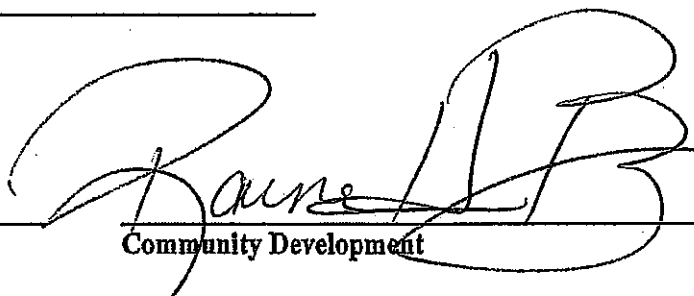
Date

Print name of owner

Signature of applicant

Date

Print name of applicant



Public Works Community Development

RAINA BERGENS

From: RAINA BERGENS
Sent: Thursday, February 13, 2025 10:48 AM
To: Guadalupe Flores
Subject: RE: 121 W Main Street

Tell Tom thanks for all the help with this..

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

From: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>
Sent: Thursday, February 13, 2025 10:20 AM
To: RAINA BERGENS <rbergens@cityofwauchula.com>
Cc: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>; Felise Skinner <felise.skinner@hardeecountyfl.gov>; Tom Fisher <Tom.Fisher@hardeecountyfl.gov>
Subject: RE: 121 W Main Street

No, he did not. But Tom told him the walls were separating, and he would need engineering on how he was going to repair. He said ok, took his permit applications and said he would come back with everything.

Thank you,

Guadalupe Flores

Office Manager/Permit Specialist - ICC Certified Permit Tech
Hardee County Building Department

Office: [\(863\) 773-3236](tel:8637733236)
Email: guadalupe.flores@hardeecountyfl.gov
Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>
401 W. Main Street, Wauchula, FL 33873

"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Thursday, February 13, 2025 10:18 AM

To: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>
Subject: RE: 121 W Main Street

Yeah what he had written down is not the only thing that the case was on. But I couldn't write that down.

So I guess my question is did he admit to doing anything that required a permit?

Raina H Bergens
 Code Enforcement Officer
 City of Wauchula
rbergens@cityofwauchula.com

From: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>
Sent: Thursday, February 13, 2025 10:09 AM
To: RAINA BERGENS <rbergens@cityofwauchula.com>; Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>;
 Felise Skinner <felise.skinner@hardeecountyfl.gov>
Cc: Tom Fisher <Tom.Fisher@hardeecountyfl.gov>
Subject: RE: 121 W Main Street

Yes, he came in and said all he is doing is painting.....Tom got him though.

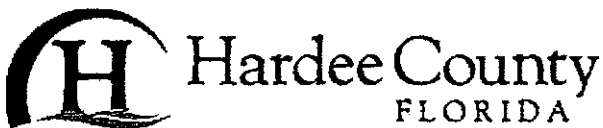
Thank you,

Guadalupe Flores

Office Manager/Permit Specialist - ICC Certified Permit Tech
 Hardee County Building Department

Office: (863) 773-3236
 Email: guadalupe.flores@hardeecountyfl.gov
 Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>
 401 W. Main Street, Wauchula, FL 33873

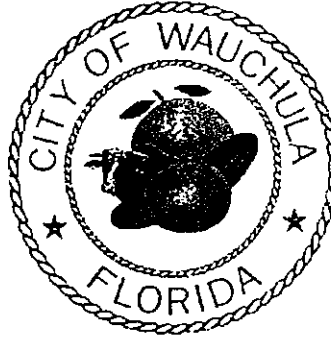
"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Thursday, February 13, 2025 10:00 AM
To: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>; Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Felise Skinner <felise.skinner@hardeecountyfl.gov>
Cc: Tom Fisher <Tom.Fisher@hardeecountyfl.gov>
Subject: 121 W Main Street

FYI

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
126 S 7th Ave
Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT OFFICER/
ZONING INSPECTOR
(863) 773-3064
(863) 773-0773 Fax

NOTICE OF FORECLOSURE

February 14, 2025

Roy A Brown
P O 1778
Wauchula, FL 33873

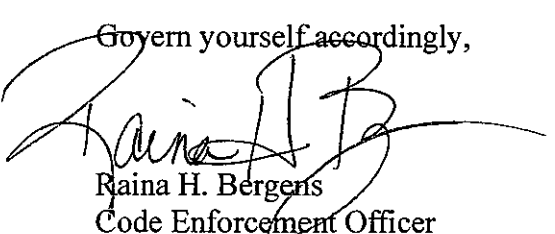
Re: Property Location: 121 W Main Street
 Legal Description: EAST 74 FT OF LOTS 11, 12, & 13 BLK 23 WAUCHULA ORS
 Property ID#: 03-34-25-0200-00023-011B
 Case Number(s): 23-170-M

To Whom It May Concern:

Please be advised that at the regular monthly hearing the City of Wauchula Special Magistrate may proceed with authorizing the City Attorney to foreclose on a lien that was placed on your property referenced above, in relation to the above-mentioned case number(s). The hearing will be held on February 27, 2025 at 9:30 AM., in the Commission Chambers of Historic City Hall located at 225 E Main Street Suite 105, in Wauchula.

It is in your best interest to attend this meeting.

Govern yourself accordingly,


Raina H. Bergens
Code Enforcement Officer

RAINA BERGENS

From: Tom Fisher <Tom.Fisher@hardeecountyfl.gov>
Sent: Thursday, February 20, 2025 4:14 PM
To: RAINA BERGENS; KYLE LONG
Cc: Guadalupe Flores
Subject: FW:
Attachments: 20250220_131733.jpg

Tom Fisher

Building Official
Hardee County Building Department

Office: [\(863\) 773-3236](tel:8637733236)

Email: tom.fisher@hardeecountyfl.gov

Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>

401 W. Main St Wauchula, FL 33873

"TEAM HARDEE"



From: Tom Fish <tndcustoms@gmail.com>
Sent: Thursday, February 20, 2025 4:02 PM
To: Tom Fisher <Tom.Fisher@hardeecountyfl.gov>
Subject:

This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



RAINA BERGENS

From: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>
Sent: Thursday, February 27, 2025 8:41 AM
To: RAINA BERGENS; Leeanna Castanon; Felise Skinner
Subject: RE: Brown Properties

No, ma'am. We have no permit apps for these addresses.

Thank you,

Guadalupe Flores

Office Manager/Permit Specialist - ICC Certified Permit Tech
Hardee County Building Department

Office: [\(863\) 773-3236](tel:8637733236)

Email: guadalupe.flores@hardeecountyfl.gov

Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>

401 W. Main Street, Wauchula, FL 33873

"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Thursday, February 27, 2025 8:17 AM
To: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>; Felise Skinner <felise.skinner@hardeecountyfl.gov>
Subject: Brown Properties

Has any permits been pulled for these listed properties?

121 W Main
126 E Townsend
715 S 6th Avenue
125 W Main Street

Thanks,

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

I just did a sign off for Roy Brown to start work at 121 W Main he was told to go and get permits. Lets see how this goes...

Raina H Bergens
Code Enforcement Officer
City of Wauchula
rbergens@cityofwauchula.com

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

LEGAL NOTICE REGARDING EMAIL Senate Bill 80 - effective July 1, 2006 Under Florida Law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic email to this entity. Instead, contact this office by phone or in writing.

This e-mail originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

VIOLATION NO: 23-170-M

IN RE: *Property Address:* 121 W Main Street

Parcel Number: 03-34-25-0200-00023-011B

Legal Description: EAST 74 FT OF LOTS 11, 12 & 13 BLK 23 WAUCHULA ORS

CITY OF WAUCHULA, a Florida municipal corporation,

Petitioner

v.

Roy A Brown

P O Box 1778

Wauchula, FL 33873

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes:

FINDINGS OF FACT

1. On or about **September 13, 2023**, there existed at on the above described property, the following conditions in violation of the Code of Ordinances of the City of Wauchula, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards

2. Captioned real property is located and existing within the corporate limits of the City of Wauchula, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Wauchula. All required notices pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

3. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Wauchula.

4. The above stated facts constitute a violation of the specific sections(s) of the City Code cited in paragraph 1 herein.

5. The violator did did not appear for the hearing.

Based on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- ☐ Summary Disposition. Respondent(s) admit(s) to the violation (s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until _____ to comply or a \$_____ per day fine may be imposed.
- ☐ Respondent(s) shall secure captioned property by _____ or a \$_____ per day fine shall be imposed.
As to **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards**
- ☐ respondent(s) shall have until _____ for a total compliance or a _____ per day fine shall be imposed.
- ☐ The City of Wauchula is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Wauchula may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Pursuant to §162.08(5) Florida Statutes, the Code Enforcement Division of the City of Wauchula is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Violations did exist and the City of Wauchula requests to allow respondent additional time in which to comply. The new compliance date shall be _____. With no fine imposed at this time.
- ☐ The evidence did not support the violation cited. The case is hereby dismissed.
- ☐ Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- ☐ Violation(s) _____ as identified herein is/are irreparable or irreversible in nature. A one time fine of \$_____ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- ☐ Respondent(s) shall be responsible for costs incurred by the City in prosecuting this case totaling \$_____. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order Imposing Fine, may be recorded in the Public Records of Hardee County as evidence thereof.
- ☐ Respondent has been found in violation as a repeat offender. A fine of \$_____ shall be imposed and a \$_____ per day fine shall continue until property is brought into compliance.
- ☐ Fine includes administrative costs of \$_____.
- ☐ Pursuant to §162.09 (3) the Special Magistrate authorize the City of Wauchula to begin foreclosure procedures on the above captioned property.
- ☐ Bank is listed as Respondent for notification purposes only.
- ☒ Other: Continue this \$2000.00 until next month's hearing

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

DONE AND ORDERED this 27 day of February, 2025 at Wauchula, Hardee County, Florida.

ATTEST:

Stephanie Camacho
Stephanie Camacho
City Clerk

Elliott V Mitchell
Elliott V Mitchell
City of Wauchula Special Master

This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure

Violation No:

The City of Wauchula Code Enforcement met for its regularly scheduled hearing on February 27, 2025 at 9:30 a.m.

Special Magistrate Elliott Mitchell called the hearing to order and administered the oath to those testifying.

City staff present at the hearing were Code Enforcement Officer Raina Bergens and City Clerk Stephanie Camacho.

Additional attendees present for all cases listed on this agenda:

Roy Brown – property owner

Jacob Stinton – contractor for Roy Brown

Sam Brown-Parks – daughter of Roy Brown (appeared via Zoom)

Andrea Milheizler – daughter of Roy Brown (appeared via Zoom)

Tom Fisher – Hardee County Building Official

Milheizler stated she and Brown-Parks have stepped in to help with the code enforcement issues on these properties and had been in contact with Bergens to get a list of all violations that needed to be addressed. Brown-Parks stated there was a lot of confusion about what was going on and the extent of the issues. Mitchell advised Milheizler and Brown-Parks that he had seen cases on Mr. Brown's properties on a regular basis for the last several years, and that Brown does not take responsibility for the violations. Mitchell also stated that Brown appears to be the person in control of these properties. Mitchell stated that, if there was a power of attorney in place and Brown was not the one handling these issues, he could take that into consideration. Mitchell stated there needed to be a clear path forward in order for anything to change. Milheizler requested a bullet point list of everything that needed to be done at each property and asked for a 30-day extension to come up with a plan on how to get them into compliance.

PROCEED WITH LIEN FORECLOSURE:

23-170-M

Roy A Brown

121 W Main Street

Bergens stated the property was not in compliance and the City was ready to proceed with foreclosure. Brown claimed he had a permit to start work on this property. Mitchell stated the City received an email from the Hardee County Building Department the morning of this hearing stating there were no permit applications for any of the addresses on the agenda. Fisher confirmed there were no open permits. Mitchell reiterated the violation on this property and photographs showed no work had been done. Special Magistrate Mitchell continued this case to the March hearing to allow time for a plan to be developed.

23-175-M

Roy A Brown

126 E Townsend Street

Photographs showed substantial issues with the property. Brown stated, for the record, there were more fines than the property was worth. Special Magistrate Mitchell continued this case to the March hearing to allow time for a plan to be developed.

OLD CASES:

The following properties were presented for the purpose of providing status updates for Milheizler and Brown-Parks.

24-078-M

Roy A Brown Trustee

715 S 6th Avenue

Bergens stated a tree had fallen, causing damage to portions of the fence. Bergens stated tarps were put up, also that some work had been done but there were still sections that needed to be repaired. There was a current lien on this property in the amount of \$18,100.

24-079-L**Roy A Brown Trustee****715 S 6th Avenue**

Bergens confirmed the tree had been cut down but stated the property needed to be mowed and maintained according to the City's ordinance. There was a current lien on this property in the amount of \$9,100.

24-091-M**Roy A Brown****125 W Main Street**

* This is the same building as 121 W Main St however there are separate parcel IDs/addresses listed on property appraiser. *

Bergens stated this property had the same code violations as case number 23-170-M for 121 W Main St. There was a current lien on this property.

PUBLIC COMMENTS

No additional public comments were presented.

APPROVAL OF JANUARY 23, 2025 MINUTES

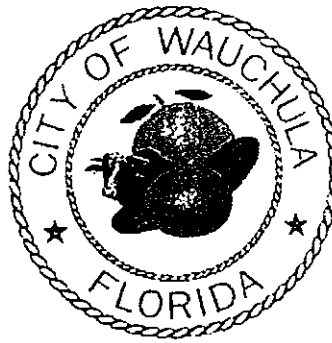
Special Magistrate Mitchell approved the minutes.

With no further business to discuss, Special Magistrate Mitchell adjourned the hearing at 10:18 a.m.

Elliott Mitchell, Special Magistrate

Stephanie Camacho, City Clerk

KYLE LONG
COMMUNITY DEVELOPMENT
DIRECTOR
126 S 7th Avenue
Wauchula, FL 33873



RAINA H BERGENS
CODE ENFORCEMENT
OFFICER/ZONING INSPECTOR
(863) 773-3064
(863) 773-0773 Fax

REMINDER

March 14, 2025

Roy A Brown
P O Box 1778
Wauchula, FL 33873

Property Location: 121 W Main Street
Legal Description: EAST 74 FT OF LOTS 11, 12, & 13 BLK 23 WAUCHULA ORS
Property ID#: 03-34-25-0200-00023-011B
Case Number(s): 23-170-M

To Whom It May Concern:

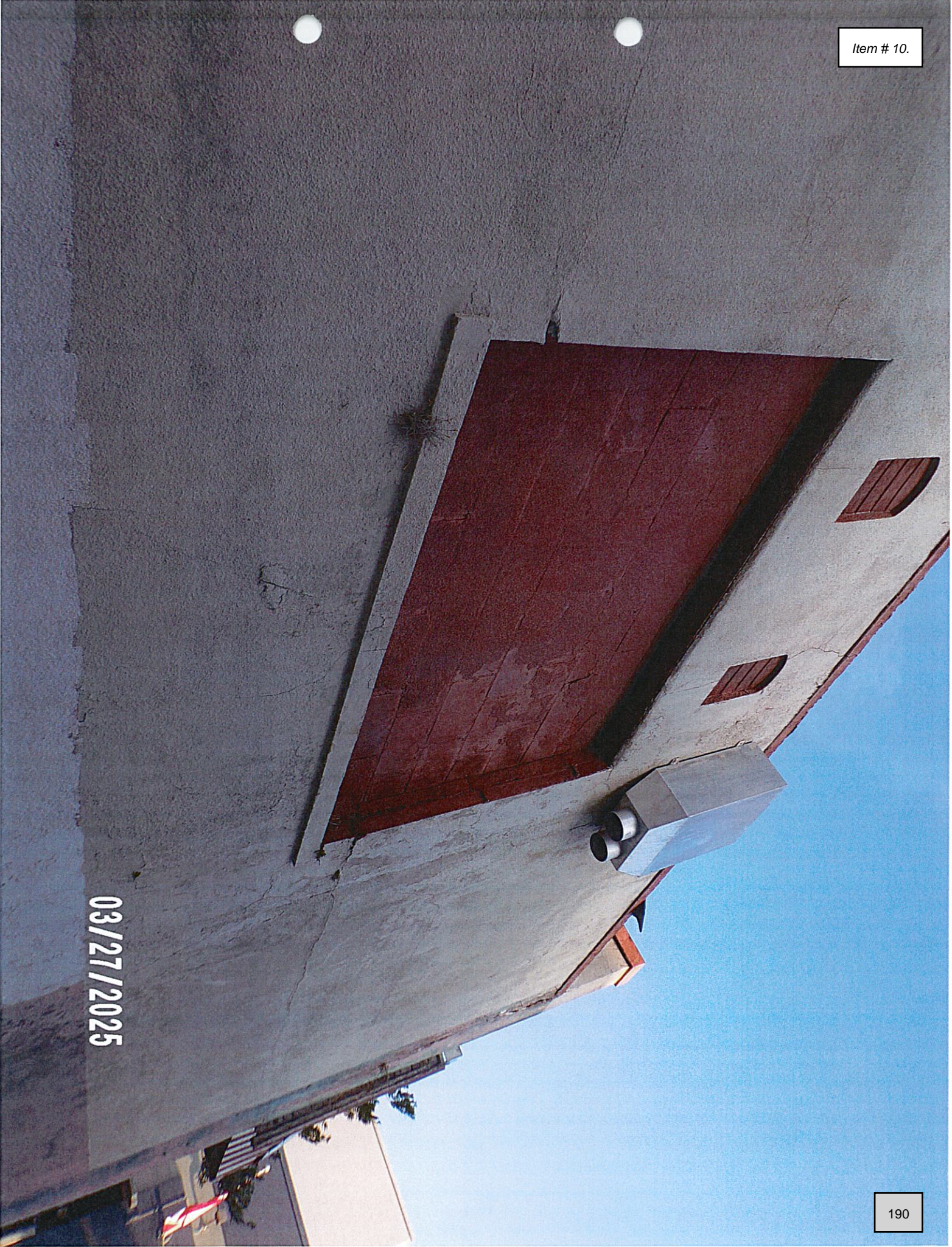
This is just a reminder that your case will be heard by the Special Magistrate at the Code Enforcement meeting on Thursday, March 27, 2025. The meeting will be held at 9:30 a.m. in the City Commission Chambers, 225 E Main St., Suite 105, Wauchula, FL.

It would be in your best interest to attend.

Respectfully,


Raina H Bergens
Code Enforcement Officer/Zoning Inspector

03/27/2025



03/27/2025

03/27/2025

03/27/2025



03/27/2025

Gasparri
Realty
561-998-7826

ONEY MIKE
BUYS HOUSES
3-448-1814
MICKEYMIKEBUYSHOUSES.COM

03/27/2025

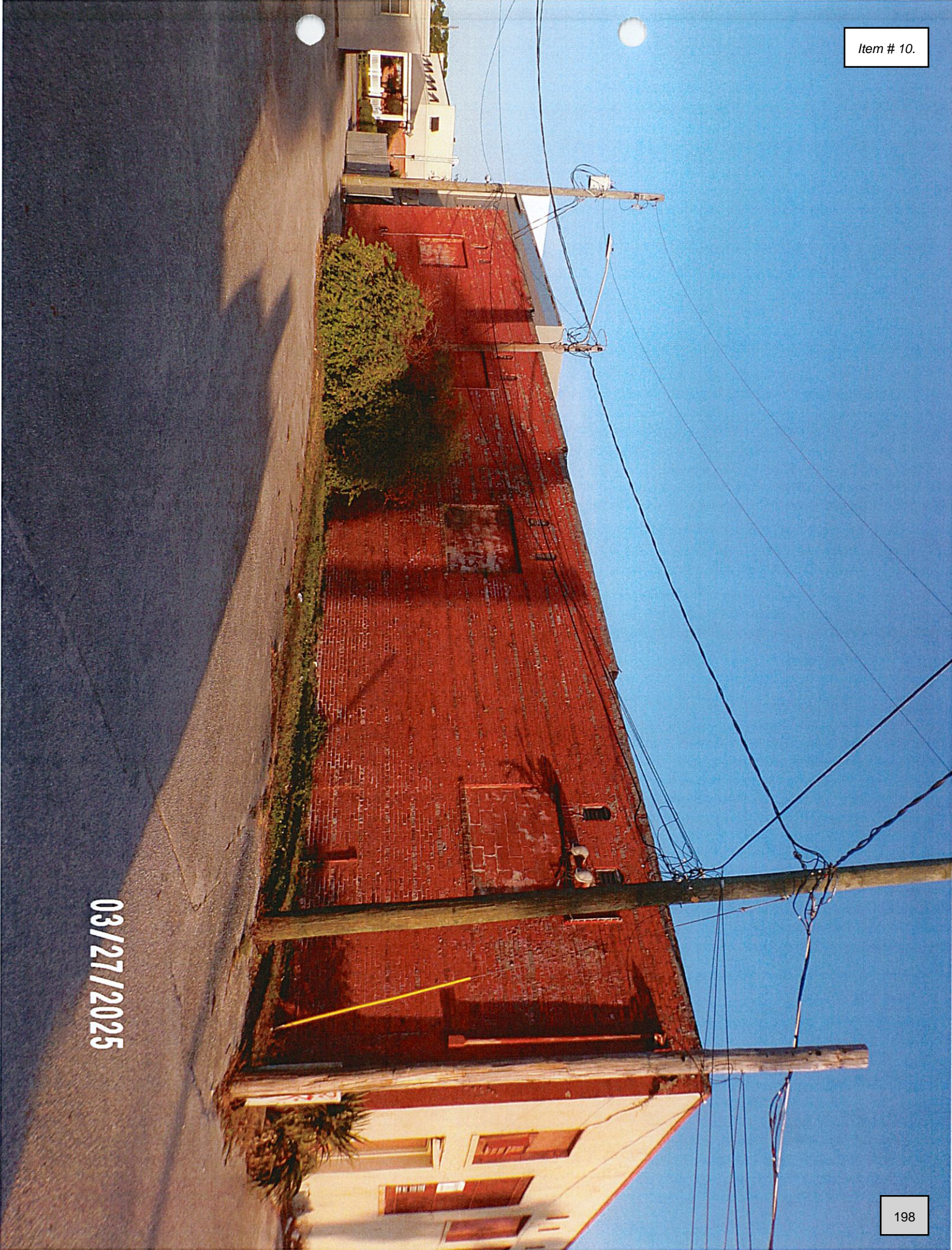


03/27/2025

03/27/2025



03/27/2025



03/27/2025



03/27/2025





03/27/2025

FOR LEASE
809.136.616

03/27/2025



03/27/2025

03/27/2025





RAINA BERGENS

From: Felise Skinner <felise.skinner@hardeecountyfl.gov>
Sent: Thursday, March 27, 2025 8:47 AM
To: RAINA BERGENS; Guadalupe Flores; Leeanna Castanon
Subject: RE: Brown

For 121 W Main St we have not received any permit requests for this property, Roy Brown came in and attempted to get the permit thinking that Katina had it submitted but she was missing documents the day she came in. We let Roy Brown know that we still needed everything for it and he has not comeback in for that particular one in a while. The last permit have for 126 E Townsend Rd was back in 2019 for a roof.

****Please note our office hours on Friday will change starting on April 25th, 2025; New hours will be 8:00AM-4:00PM for Fridays ONLY!! The office will be closed all day April 18th, 2025 for Good Friday.****

Thank you,

Felise Skinner

Building Permit Tech
Hardee County Building Department

Payment Processing Hours: 8:00AM-3:30PM

Office: [\(863\) 773-3236](tel:8637733236)

Email: felise.skinner@hardeecountyfl.gov

Online Portal: <https://hardeecounty.portal.iworq.net/portalhome/hardeecounty>

401 W. Main Street, Wauchula, FL 33873

"TEAM HARDEE"



From: RAINA BERGENS <rbergens@cityofwauchula.com>
Sent: Thursday, March 27, 2025 8:30 AM
To: Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Felise Skinner <felise.skinner@hardeecountyfl.gov>; Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>
Subject: Brown

Good morning ladies,

Have there been any permits issued for any work to be done or that has been done for 121 W Main Street or 126 E Townsend Street?

ORDER

Based on the foregoing Findings of Fact Conclusions of Law, and upon consideration of (i) the gravity of the violation, (ii) any actions taken by the violator to correct the violation, and (iii) previous violations committed by the violator, it is hereby ORDERED that:

- ☐ Summary Disposition. Respondent(s) admit(s) to the violation (s) and request(s) additional time to comply. Respondent(s) has/have waived any defenses to the violation(s). Respondent(s) shall have until _____ to comply or a \$_____ per day fine may be imposed.
- ☐ Respondent(s) shall secure captioned property by _____ or a \$_____ per day fine shall be imposed.
- ☐ As to **Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards** respondent(s) shall have until _____ for a total compliance or a _____ per day fine shall be imposed.
- ☐ The City of Wauchula is hereby authorized to abate the violation(s) named herein in accordance with §162.09(1), Florida Statutes, but shall not be required to do so. If abatement occurs, the City of Wauchula may assess all costs incurred by it against Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Pursuant to §162.08(5) Florida Statutes, the Code Enforcement Division of the City of Wauchula is hereby authorized to initiate the demolition process and assess all costs incurred by it against the Respondent(s), in addition to any fine or costs imposed herein, if any such fine amount or costs amount is imposed.
- ☐ Violations did exist and the City of Wauchula requests to allow respondent additional time in which to comply. The new compliance date shall be _____. With no fine imposed at this time.
- ☐ The evidence did not support the violation cited. The case is hereby dismissed.
- ☐ Violation(s) did exist at the subject property, but have been remedied. No fine in this matter shall be imposed, however future offenses of the same nature as cited in this case will be considered repeat offenses and subject to fines as such.
- ☐ Violation(s) _____ as identified herein is/are irreparable or irreversible in nature. A one time fine of \$_____ is imposed against the Respondent(s) in addition to any fine or costs imposed herein, if any such fine amount or costs amount imposed.
- ☐ Respondent(s) shall be responsible for costs incurred by the City in prosecuting this case totaling \$_____. The costs shall be paid in full within 60 days of this order. If unpaid the costs shall be assessed against the subject property as a lien, and this Order, or subsequent Order Imposing Fine, may be recorded in the Public Records of Hardee County as evidence thereof.
- ☐ Respondent has been found in violation as a repeat offender. A fine of \$_____ shall be imposed and a \$_____ per day fine shall continue until property is brought into compliance.
- ☐ Fine includes administrative costs of \$_____.
- ☒ Pursuant to §162.09 (3) the Special Magistrate authorize the City of Wauchula to begin foreclosure procedures on the above captioned property.
- ☐ Bank is listed as Respondent for notification purposes only.
- ☐ Other:

YOU ARE NOTIFIED THAT IF THIS ORDER IMPOSES A FINE, ABATEMENT COSTS, OR PROSECUTION COSTS AGAINST YOU THAT pursuant to §162.09(3), Florida Statutes, once final this ORDER may be recorded in the public records and thereafter may constitute a lien against the captioned property and upon any other real property and upon any other real or personal property owned by YOU. FURTHER, SUBSEQUENT CERTIFICATIONS OR SUPPLEMENTAL CERTIFICATIONS OF FINES MAY BE RECORDED IN THE PUBLIC RECORDS IF THE VIOLATIONS MENTIONED HEREIN MAY BE REMEDIED AND YOU FAIL TO TIMELY DO SO.

DONE AND ORDERED this 27 day of March, 2025 at Wauchula, Hardee County, Florida.

ATTEST:

Stephanie Camacho
Stephanie Camacho
City Clerk

Elliott V Mitchell
Elliott V Mitchell
City of Wauchula Special Master

This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure

Violation No:

VIOLATION NO: 23-170-M

IN RE: *Property Address:* 121 W Main Street

Parcel Number: 03-34-25-0200-00023-011B

Legal Description: EAST 74 FT OF LOTS 11, 12 & 13 BLK 23 WAUCHULA ORS

CITY OF WAUCHULA, a Florida municipal corporation,

Petitioner

v.

Roy A Brown

P O Box 1778

Wauchula, FL 33873

Respondent(s)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came on for public hearing before the Special Magistrate after due notice to Respondent(s), and the Special Magistrate, having heard testimony under oath, received evidence and heard argument thereupon, issues this "Findings of Fact, Conclusions of Law and Order" pursuant to §§162.07(4) and 162.08(5), Florida Statutes:

FINDINGS OF FACT

1. Appearing before the Special Magistrate was Code Enforcement Officer Raina H. Bergens.
2. The respondent did not appear for the hearing. → Ms. Brown-Parks was in attendance
3. Respondent was duly served with notice of the subject hearing.
4. On or about **September 13, 2023** there existed at on the above-described property, the following conditions in violation of the Code of Ordinances of the City of Wauchula, such conditions constituting a nuisance and a serious threat to the public health, safety, and welfare within the meaning of §162.06(4), Florida Statutes:

Chapter 5, Article IV, Minimum Exterior Property Maintenance Standards

5. Captioned real property is located and existing within the corporate limits of the City of Wauchula, Florida. Respondent(s), as owners(s) of the captioned real property are responsible for maintaining the same in accordance with the Code of Ordinances of the City of Wauchula. All required notices pursuant to §162.12, Florida Statutes.

CONCLUSIONS OF LAW

6. This Magistrate has jurisdiction over the Respondent(s) and this matter is otherwise properly before this Magistrate. Further, this Magistrate has subject matter jurisdiction pursuant to §2-35 of the Code of Ordinances of the City of Wauchula.
7. The above stated facts constitute a violation of the specific sections(s) of the City Code cited in paragraph 1 herein.
8. All procedural requirements have been satisfied, met, or waived, including due and proper notice to the Respondent.

April 3, 2025

Dear City of Wauchula Board of Commissioners,

I am reaching out to provide background information on two upcoming cases regarding compliance issues that have evolved into recommendations of foreclosure. Things have been progressing rapidly over the past two months with respect to both 126 East Townsend Street and 121 West Main Street and we want to be certain that you have all the background information prior to ruling whether the cases should be tabled or moved into the county court system. It is my hope that once you have a chance to review this letter, these properties can be removed from the immanent foreclosure process to allow us time to focus on our continued talks with The Development Group/IDA and a local developer with whom they recommended, as well as continue the ongoing work to bring these properties into compliance. Although I will do my best to be brief, I also want to be sure that you are aware of all the events that have transpired leading up to this point.

My sister (Samantha Brown-Parks, MD) and I (Andy Brown Milheizler, PE) were becoming increasingly concerned about our father's mental decline and planned a joint trip to Wauchula from Atlanta, GA where we both reside to assess the situation and help him get his affairs in order. At this point, our plan was simply to help our father organize his assets and evaluate the progression of his early dementia. When my sister and I arrived, it was clear that our father's mental state was far worse than we had anticipated. We met with his assistant of 7 years, Kristina (K'tina) Santos, to review his current rentals, properties, and accounts to get a handle on the full state of his affairs. As we began looking closer, we found excessive ongoing fraudulent activity in multiple bank accounts that has been occurring for several years. Up to this point, we had continually been told by Ms. Santos that although some of his properties had compliance issues, she had them all under control – we had no idea how far from the truth this was or how long these problems had existed. A few days following this, Ms. Santos tragically took her own life, leaving our father completely devastated and further confused and agitated. This also left my sister and I with more questions than answers and a tremendous amount of catching up to do.

The first compliance meeting that we attended was on February 27, 2025, approximately one week after we came down to visit our father and were apprised of the overall situation. We met with the City's compliance department prior to this and realized the degree to which these compliance issues existed. At the end of that case, we were told that if we were able to make significant strides towards compliance with the outstanding items, the properties would not be pushed further into the foreclosure process and we would be able to finish work on the properties and begin the process for lien reductions. This is based on my own notes taken from the meeting, as minutes have not been published online since November 2024 at the time of writing this letter. Regardless, we came out of this meeting with the best of intentions, hired a contractor, and began work on the properties and identification of potential future buyers. We continued the coordination with Raina Bergens to obtain more detailed lists of all issues that need to be addressed on the two properties (as well as others that are heading toward compliance issues) to prevent them from going into foreclosure.

The next compliance meeting was far less productive and I was absolutely taken aback at the Magistrate's ruling recommending foreclosure on both properties discussed above at the previous meeting. As mentioned, my sister and I both reside in Atlanta and connected to the April 27, 2025 City of Wauchula Compliance Meeting via Zoom. I was having technical difficulties and was unable to connect to the audio during the meeting. Our contractor, Jacob Stinton, was set to attend the meeting in person to represent our father and answer any remaining questions. The meeting was published on the City of

Wauchula website as beginning at 10:00AM (I have attached a screenshot of the website to verify this), so our contractor showed up at 9:58AM and was told by the Magistrate that the ruling had already been made and the properties recommended for foreclosure due to unpermitted activities. He told our contractor, rather unkindly, to check the minutes if he wanted more detail. The meeting was begun at 9:30AM, with my father's cases first on the agenda. The meeting was still in session when our contractor arrived (again, at the time published on the website) and I would have expected a concession to revisit the case and ruling, particularly since the incorrect meeting time was posted on the website; however, this grace was not extended. If it had been, he would have been told that all work done to date on the properties did not require a permit, as stated by the building official (also NOT present at this hearing to provide evidence) to our contractor, directly following the compliance meeting on February 27, 2025. Additionally, drawings were already underway for the repair of the crack in the building to submit for permitting. As we only had 28 days from the previous hearing, it was unreasonable to expect that could have been completed in that timeframe. The damaged wood frontage had been removed, façade repairs made, and approved paint colors purchased – all items that were cleared with the building department by our contractor as not needing a permit. As far as the Townsend property, he was told it was all considered repair work and did not require a permit. We have been completely transparent with regard to the situation and our intentions from the beginning, but I do not believe that has been reciprocated.

The procedures of due process have been suspect, at best, on these cases. Information and private family matters have been leaked from phone calls, misinterpreted from public meetings, and splayed in a negative light across the front page of the local newspaper with an extensive, fallacious write up at every turn. We have been unsolicitedly approached by various parties with information that we did not disperse regarding properties that are not even within the City limits, with ridiculous predatory offers of low-ball purchases and leases. People are aware of our father's holdings, including knowledge of bank account balances and other information that is clearly not part of the public record. My father had a home invader immediately following the newspaper story on the first hearing. I cannot imagine this to be a coincidence, and I am appalled by the lack of consideration that our family is receiving at the moment. This has all caused extreme distress to our father, who is already suffering from severe stress and anxiety related to his condition. I would expect our small town to support those in crisis, particularly when it involves one their eldest and most well-known residents. Our father (and mother) were both born and raised in Wauchula, and my sister and I lived there for much of our childhoods. He is most definitely a character, but due to the many extenuating circumstances of this case we do not feel that he is being treated fairly, and the burden of that has fallen on his daughters as he no longer has an employed assistant.

We have done our best to conduct this process in the most honest and transparent way possible and keep everyone apprised of what was occurring at every step. We have focused on dealing with the most critical compliance issues first, which are Townsend and Main Street, but we also have a much larger plan to regarding the sale of the remaining 25+ properties, on top of managing our father's long term care plan. In an effort to assist the City with the reintegration process of these properties, I reached out to Jessica Newman of the Community Development District and Sarah Evers of The Development Group and have discussed the different options and opportunities, particularly for the Main Street Property. They have been helpful in connecting us with a local development company with whom we are currently in negotiations. This is the focus we would like to pursue and are moving forward while also maintaining momentum on addressing the compliance issues with our contractor, Jacob Stinton. We understand the desire of the City of Wauchula to not only fix these properties, but to have them support the parameters of the comprehensive economic growth plan and be a positive asset to the city. I have great hope that

we can move forward with site repairs and investigation into sales, as opposed to contending with additional legal matters.

For a combination of legal, moral, and logistical reasons, it is my earnest believe that the most appropriate path forward is to terminate all current actions toward foreclosure and re-evaluate all accumulated liens and fines on each property, with the understanding that all current work toward compliance will continue. No properties can be sold, by Florida State Statute, unless all properties owned by an individual are free and clear of liens. For this reason, we are completely prevented from downsizing any of our father's assets until these issues are resolved. We have spent as much time on the phone with lawyers, city officials, and politicians as we have with our contractor to address what truly began as relatively minor issues. These compliance issues are façade and appearance related; although they are admittedly unattractive in the community, there have never been unpaid taxes or any threat to public health or safety. The excessive hurricane damage over the past few years has only exacerbated the situation on his properties as well as those owned by others in the county.

Moving forward toward foreclosure in the legal process will benefit no one and only prove to consume money, time, and energy that could be devoted to far more productive activities in reaching the economic and developmental goals of the City of Wauchula and Hardee County. The progress toward full compliance since the February compliance meeting is undeniable and can be clearly documented. Because my sister and I are now involved and have essentially taken over management of our father's properties, I believe that enough evidence exists to demonstrate that the City will most benefit from allowing us to clean up these properties and begin downsizing our father's holdings without additional legal distractions.

We are available to discuss any of the information stated above or answer any additional questions that you may have and can be reached at the numbers below. Thank you so much for your time.

Sincerely,

Andy Brown Milheizler, PE
(678) 596-0440

Samantha Brown-Parks, MD
(404) 355-2524

CC: City of Wauchula, Building Department
City of Wauchula, Code Compliance Department
Congressman Scott Franklin (FL-18)

Code Enforcement Board & Special Magistrate

Previously, the City's code enforcement cases were heard by the Code Enforcement Board. On December 10, 2012, the City Commission adopted Ordinance 2012-12 after determining that it is in the best interest of the citizens to enact a special magistrate system as an alternate to the previously enacted Code Enforcement Board.

The Special Magistrate is:

NAME
Elliott Mitchell

Code Enforcement meetings are held on the 4th Thursday of every month at 10:00AM.

All meetings are held at 225 E. Main Street, Suite 105.

RESOLUTION 2025-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO A PUBLIC TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO: 452061-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wauchula believes it to be in the interest of the City to enter into a public transportation grant agreement with the Florida Department of Transportation (FDOT) for the Wauchula Municipal Airport Fuel Farm Project; and,

WHEREAS, the FDOT has programmed up to \$100,000.00 to reimburse the City of Wauchula for the design, bid and construction of the Wauchula Municipal Airport Fuel Farm Project; and,

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

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

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

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 14th day of April, 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

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 452061-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A N/A	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55012020129 Vendor Number: VF596000446001
Contract Number: G3B43	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Wauchula, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in WAUCHULA MUNICIPAL AIRPORT FUEL FARM, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- ☒ Exhibit F: Contract Payment Requirements
☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

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

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$100,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$5,000 and, the Department's participation in the Project shall not exceed 5.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- X Travel expenses are NOT eligible for reimbursement under this Agreement.
- Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
- iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- b. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

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PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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16. Miscellaneous:

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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Item # 11.

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

AGENCY City of Wauchula

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Nicole E. Mills, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Don Conway, Senior Attorney (as to legality and form)

DS
DC

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): WAUCHULA MUNICIPAL AIRPORT FUEL FARM

B. Project Location (limits, city, county, map): Wauchula Municipal Airport/Wauchula, FL/Hardee

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Fuel Farm Design, Bid, and Construct: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, bidding, and any special services costs required for the design engineering of the project; construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); including all materials, equipment, labor, and incidentals required to complete the fuel farm project. The project will include the necessary federal grant applications required by FAA. The NEPA process has been completed with a CatEx approval. The Sponsor will comply with Aviation Program Assurances.

Emergency Generator Design, Bid, and Construct: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey and geotechnical costs; permitting, bidding, and any special services costs required for design construction inspection and material testing costs; mobilization and demobilization; acquisition, delivery, installation, and commissioning of an emergency generator; site preparation; electrical work; and enclosure (slab, structure, roof, ventilation, and MEP). Acquisition and installation projects include all materials, equipment, labor, and incidentals required to complete the emergency generator project. The project will include the necessary federal grant applications required by FAA. The NEPA process has been completed with a CatEx approval. The Sponsor will comply with Aviation Program Assurances.

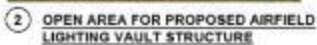
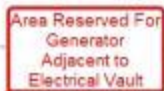
D. Deliverable(s): Wauchula Municipal Airport Fuel Farm

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



NOTES:

1. EXISTING UTILITY OVERHEAD POWER POLE AND RISER TO BE REMOVED BY UTILITY COMPANY AND REPLACED WITH FIVE MOUNT TRANSFORMER TO POWER NEW AIR-LEDS LIGHTING HALLS AND EXISTING WATER TREATMENT EQUIPMENT.
2. CONTRACTOR SHALL COORDINATE ALL UTILITY WORK WITH CITY OF BALDWINA UTILITY DEPARTMENT. CONTACT: (907) 625-1100, 11010 E. 17TH STREET, SUITE 200, ANCHORAGE, ALASKA 99515.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452061-1-94-01	DPTO	088719	2025	740100	N/A	N/A	\$5,000.00
452061-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$95,000.00
Total Financial Assistance							\$100,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$5,000.00	\$0.00	\$95,000.00	\$100,000.00	5.00	0.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$5,000.00	\$0.00	\$95,000.00	\$100,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

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

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

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:
Dawn Gallon

04/09/2025 | 10:39 AM EDT

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: dawn.gallon@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. 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 approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ____.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way 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 Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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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 Agency'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, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency 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.
- k. The Agency 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, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. 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 Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency'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.
- p. 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 Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency 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 Agency 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 Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency 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 Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

SEAL:

By: _____, P.E.
Name: _____
Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

To: Dawn.Gallon@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3B43

4/8/2025

CONTRACT INFORMATION

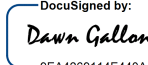

Contract:	G3B43
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF WAUCHULA
Vendor ID:	F596000446001
Beginning Date of This Agreement:	04/07/2025
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = \$5,000.00
Description:	Wauchula Municipal Airport Fuel Farm

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/8/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	\$5,000.00
Financial Project:	45206119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$5,000.00

Certificate Of Completion		
Envelope Id: 8F263820-4CC9-4DB9-9060-D84B9D1FC314		Status: Completed
Subject: Complete with DocuSign: CHN_G3B43_452061-1_Fuel Farm_Original PTGA_Draft for Review.pdf, _PT129...		
Contract Number (ex. C9A12, optional): G3B43		
Document Contains Confidential Information?: No		
Fin Proj Num (ex.123456-1-32-01, Optional): 452061-1-94-01		
Office (contact Procurement if add is needed):		
Aviation		
HR Action?: No		
Source Envelope:		
Document Pages: 39	Signatures: 1	Envelope Originator:
Certificate Pages: 2	Initials: 1	Dawn Gallon
AutoNav: Enabled		605 Suwannee Street
Envelopeld Stamping: Enabled		MS 20
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Tallahassee, FL 32399-0450
		dawn.gallon@dot.state.fl.us
		IP Address: 156.75.252.6
Record Tracking		
Status: Original	Holder: Dawn Gallon	Location: DocuSign
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Florida Department of Transportation		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Don Conway	<div><div>DS</div><div></div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 156.75.252.6</div>	Sent: 4/9/2025 10:39:17 AM
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Florida Department of Transportation		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp	Item # 11.
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2025 10:38:40 AM
Certified Delivered	Security Checked	4/9/2025 11:12:07 AM
Signing Complete	Security Checked	4/9/2025 2:42:50 PM
Completed	Security Checked	4/9/2025 2:42:50 PM

Payment Events	Status	Timestamps
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126 S. 7th AVENUE
WAUCHULA, FL 33873



PHONE (863) 773-9193
FAX (863) 773-0436

April 7, 2025

To: City Commission

From: Kyle Long, Community Development Director

RE: 915 N 6TH AVE
Parcel # 04-34-25-0350-0000B-0002
Billboard Application

This report is being made to provide further guidance to the City Commission regarding the above referenced request made by The Lamar Company, LLC.

The applicant, The Lamar Company, LLC, would like to construct a 300 sq. ft. Electronic Billboard on property owned by Joon Investments, LLC located at 915 N 6th Avenue. This C-2 (Highway Commercial) zoned parcel currently contains a 2,727 sq ft commercial building and fronts N 7th Avenue to the West and Bell Street to the North.

According to the Unified Land Development Code (ULDC), a billboard is a permitted use in this zoning district. The regulations are as follows:

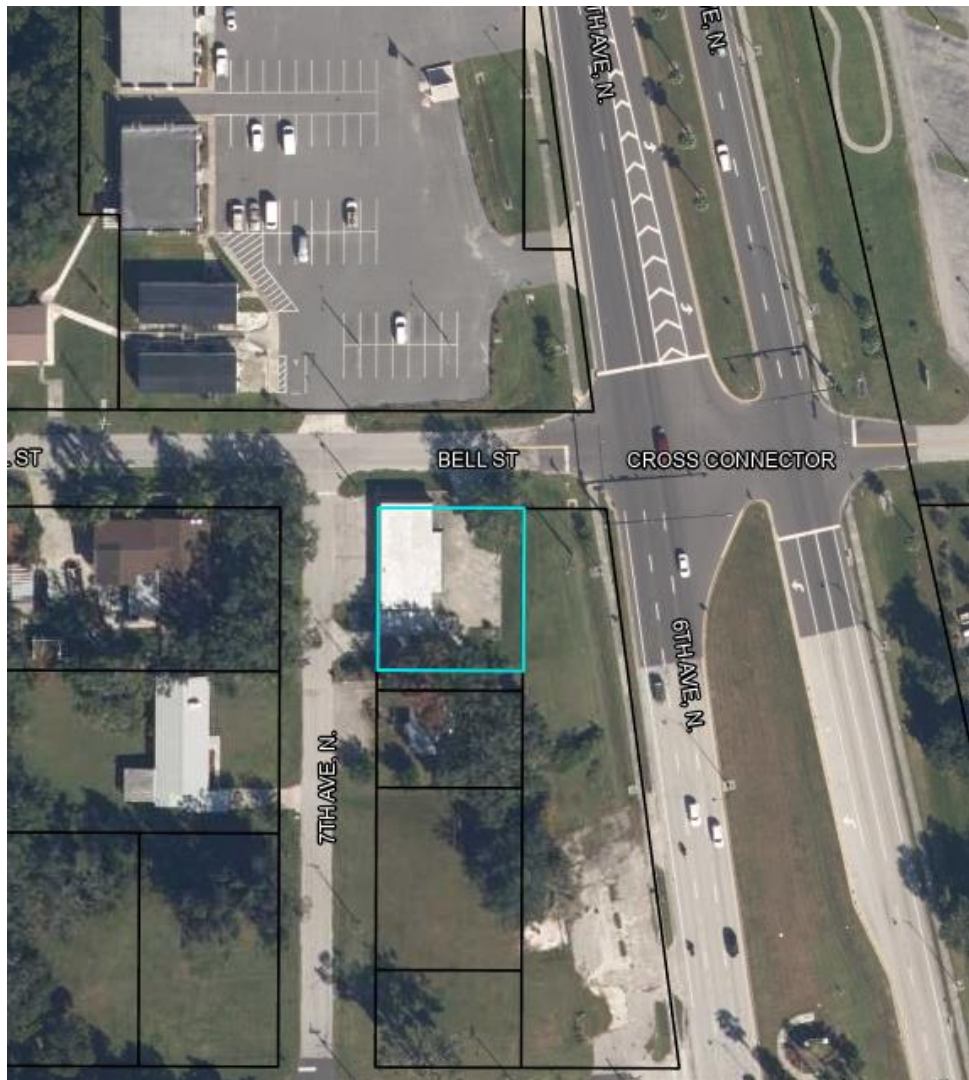
4.04.00(C) Billboards.

- (1) *Attached Billboards, as defined in Article 9, must be designed by a professional engineer for safety reasons. The sealed engineering plans must accompany the request for a permit. All attached billboards must have approval of the City Commission.*
- (2) *Freestanding billboards as defined in Article 9 shall not be permitted in a P-1 Professional/Neighborhood Commercial or HC-1 Historic Downtown Commercial district; and shall not be permitted on any lot that is surrounded by residential dwelling units. Freestanding billboards shall only be permitted within other non-residential districts at such locations and in such a manner as will not constitute a traffic hazard or eyesore. Freestanding billboards must be designed by a professional engineer for safety reasons. The sealed engineering plans must accompany the request for a permit. All billboards must have approval of the City Commission;*

Billboard, freestanding: *A freestanding sign composed of a flat, continuous, and uninterrupted surface (including cut-outs) that measures 200 square feet in aggregate sign area or more, exceeds 25 feet in height, and can be a primary use of a property.*

City staff has worked closely with both the Hardee County Building Official and Hardee County Fire Marshal on this project. Other than a few engineering and structural questions, they did not have any objections to the location. It should be noted that if the Billboard were to be approved, the applicant must meet numerous requirements through the State as well as FDOT.

The City Commission will need to review the criteria listed above and determine whether or not this request meets those considerations.



CITY OF WAUCHULA

126 S 7th Ave
Wauchula FL 33873
863-773-9193

Sign-Off No. _____

Item # 12.

SIGN PERMIT APPLICATION

Date 11/26/2024

Instructions: **The request for a sign permit will not be processed unless this form is filled out completely, signed and dated. PLEASE PRINT.**

Property owner's name: Samuel DeLa Torre

Phone: (863) 832-4598

Property owner's mailing address: 915 N 6th Ave, Wauchula, FL 33873

Applicant's name (if different than owner): The Lamar Company, LLC

Phone: 231-631-0490

Applicant's mailing address: 3760 New Tampa Hwy, Lakeland, FL 33815

Physical address of property: 915 N 6th Ave, Wauchula, FL 33873

Strap No./Parcel No. 04342503500000B0002

Legal Description of Property: See attached property card

Brief Description of Sign: Corner of Bell St and N 6th Ave

(Attach engineered drawing or drawing to scale.)

Zoning District: C-2 Setbacks, for freestanding signs (measured from the edge of the actual sign), are ten (10) feet from any property line. (See regulations for corner lots.)

Flood Zone: No

The City of Wauchula has reviewed the attached proposed sign plan and has found it to be in compliance with the City's Comprehensive Plan and meets all zoning requirements. If the sign is to be placed on property adjoining a State highway, you are responsible for contacting the Department of Transportation, also.

Public Works

Date

City of Wauchula

Date

SIGN REGULATIONS AND RULES

When all documentation has been approved by the City of Wauchula, you will be given a telephone call to pick up your paperwork. You will then take the forms to the Hardee County Building and Zoning Department for the issuance of a building permit. Their address, phone number and fax number is:

401 West Main Street,
Wauchula FL 33873-2832,
863-773-3236
863-773-6284 (fax)

You must provide the following documentation before a City sign-off will be given:

<u>X</u> Property card	<u>X</u> Notarized letter of authorization from property owner-- if needed
<u>X</u> Drawing -- to scale	<u>X</u> Signed originals of both forms

I have read the City of Wauchula's Sign Regulations and agree to comply with them.

Samuel L DeLaToere
Signature of owner

12-2-24
Date

SAMUEL L DeLaTOERE
Print

John Ackley
Signature of applicant, if different than owner

12-2-24
Date

John Ackley
Print

(Space Reserved for Recording)

STATE OF FLORIDA

COUNTY/PARISH OF HARDEE

MEMORANDUM AND NOTICE OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR COMPANY, LLC (hereinafter referred to as "Lessee") a SIGN LOCATION LEASE AGREEMENT dated 11/22, 2024, leasing a portion of the premises located in the County of HARDEE, State of FLORIDA more particularly described as follows:

Parcel: 04342503500000B0002

915 M 6th Ave, Wauchula, FL 33873

The North 100 feet of Block B, Packer's Addition to Wauchula, Hardee County, Florida, as recorded in Plat Book 1, page 1-93 AND The North 12.50 feet of South 72.50 feet of the N ½ of Block B, Packer's Addition to the City of Wauchula, Hardee County, Florida, as per Plat Book 1, Page 1-93.

WHEREAS, said SIGN LOCATION LEASE AGREEMENT (hereinafter referred to as "Lease"), provided for a term of TWENTY (20) years. The Lease may be continued in force thereafter in accordance with the provisions set out as well as other rights and obligations of the parties thereto.

The lease further provides that if Lessor desires to sell or otherwise transfer any interest in the Leased Premises, Lessor hereby grants Lessee the right of first refusal to match the material terms of any bona fide offer from a third party acceptable to Lessor ("Offer"). Lessor shall deliver to Lessee written notification of Lessor's receipt of and intention to accept the Offer along with correct and complete copies of all relevant documentation comprising such Offer. If Lessee elects, in its sole discretion, to match the material terms of the Offer, the Parties shall use commercially reasonable efforts to ensure closing shall occur on the later of (a) the closing date provided in the Offer, or (b) within forty-five (45) days of Lessee's exercise of this right of first refusal. Notwithstanding the foregoing, Lessor agrees to transfer the Leased Premises, or interest in the Leased Premises specified in the Offer, to Lessee free and clear of liens, mortgages or encumbrances and to allow Lessee a reasonable amount of time to perform the customary due diligence and prepare transfer documentation prior to closing. Upon Lessee's failure to match the material terms of the Offer within thirty (30) days following written notice thereof from Lessor, Lessor may proceed with the sale or transfer in accordance with the terms of the Offer; provided, however, that such third party shall be obligated to assume all obligations of Lessor hereunder and comply with all of the terms and conditions of this Lease. Any waiver of rights under this provision by Lessee shall apply only to the contemplated transaction for which notice was provided by Lessor and this provision shall remain in full force and effect for all future transactions during the term of this Lease.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein. Lessor authorizes and appoints Lessee as Lessor's agent, representative, and attorney in fact for the limited purpose of executing on behalf of Lessor any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth herein. Lessor further authorizes Lessee to perform all acts that are incidental to or necessary for the execution and recordation of such memoranda.

IN WITNESS WHEREOF, this instrument is duly executed on the date hereinabove specified.

THE LAMAR COMPANY, LLC, Lessee

Jim Maskas, VP/GM

Date: 12-2-24

ACKNOWLEDGMENT

State of Florida

County of Hardee

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Jim Maskas to me personally known, who stated that he is the GM/VP of Lamar Advertising a LLC, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 2nd day of December, 2024

Notary Public



Printed Name: JERI Bayles

Notary No/Bar Roll No.: HH 321007

My commission is: HH 321007

Jeri Bayles

LESSOR

Samuel DeLa Torre
 Samuel DeLa Torre, owner

Date:

ACKNOWLEDGMENT

State of Florida

County of Hardee

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Samuel DeLa Torre ~~to me personally known~~, who stated that he is the owner of Jon Investments LLC, a LLC, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

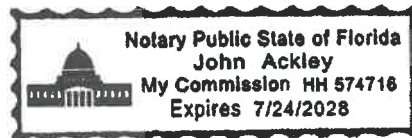
In testimony whereof, I have hereunto set my hand and official seal this 2nd day of December, 2024.

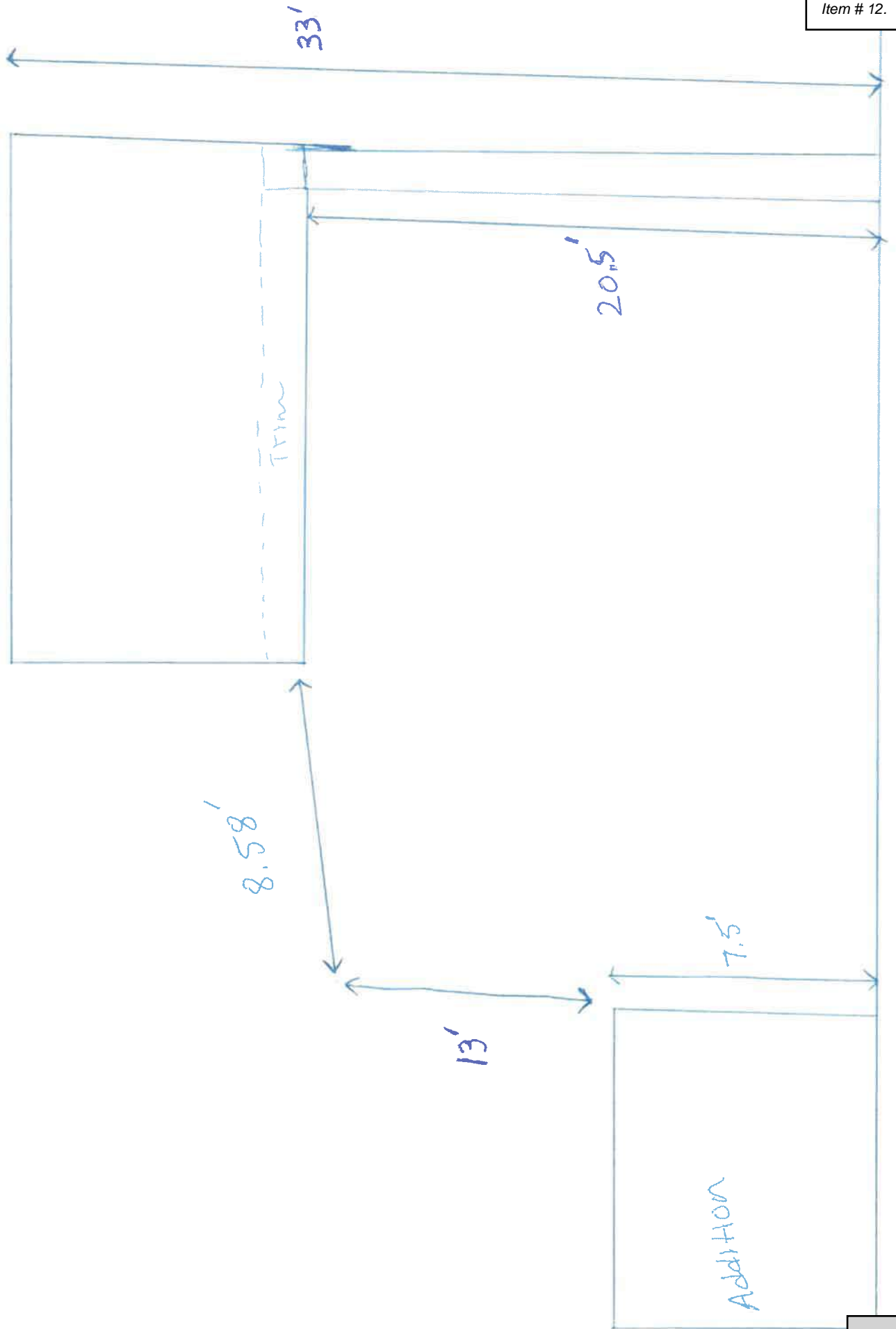
Notary Public

Printed Name: John Ackley

Notary No/Bar Roll No.: HH574716

My commission is: HH574716





[illegible]

BEARINGS ARE BASED ON RECORDED PLAT

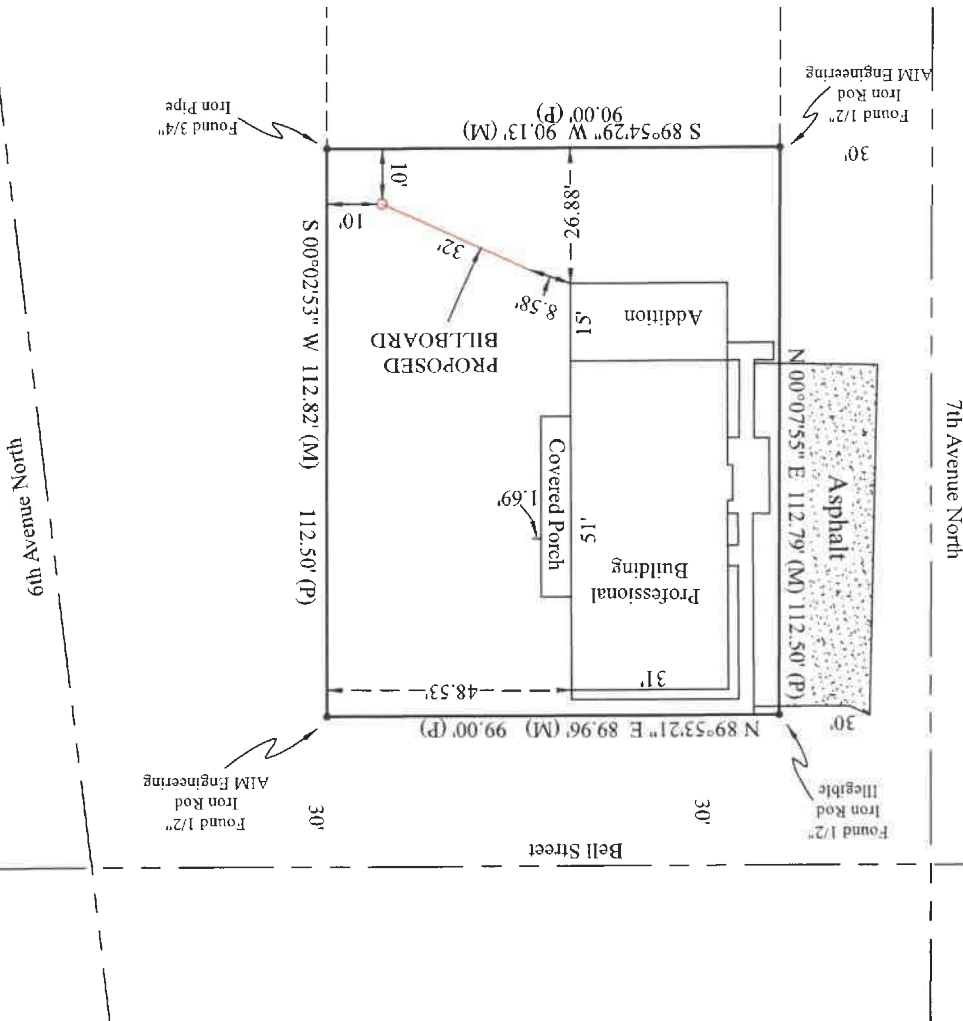
Wauchula, Florida 33873	SURVEY DATE: 02-18-2024
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915 6th Avenue North

PROPERTY ADDRESS:	SURVEY TYPE: Boundary
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© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

Property located in Flood "X" per F.I.R.M. 12049C0187D, effective 11-06-2013.



SCALE: 1" = 30'

LEGEND: SEC=SECTION; TWP=TOWNSHIP; RG=RANGE; # & NO.=NUMBER; BK=BOOK; P=PLAT; M=MEASURED FIELD DATA; C=CALCULATED FIELD DATA; D=DEED; FIR=FOUND IRON ROD; FIP=FOUND IRON PIPE; SIR=SET $\frac{1}{2}$ " IRON ROD; RLS=REGISTERED LAND SURVEYOR; CHD=CHORD; CS=CONCRETE SLAB; CB=COVERED ENTRY; CW=CONCRETE WALK; CLF=CHAIN LINK FENCE; CBS=CONCRETE BLOCK STRUCTURE; A=ARC; R=RADIUS; CB=CHORD BEARING; Δ =DELTA; R/W=RIGHT-OF-WAY; POB=POINT OF BEGINNING	CERTIFIED TO: -/C/O JOHN ACKLEY -LAMAR ADVERTISING OF LAKELAND-TAMPA	JOB #: 8364
SEC. TWP. S. RG. E SUBDIVISION NAME: <u>Packer's Addition to Wauchula</u>		

-C/O JOHN ACKLEY
-LAMAR ADVERTISING OF LAKE LAND-TAMPA

-LAMAR ADVERTISING OF LAKE LAND-TAMPA

JOB #: 8364

UBDIVISION NAME: Packer's Addition to Wauchula

HEARTLAND SURVEYING LLC

4142 CREWSVILLE ROAD ZOLFO SPRINGS, FL 33890 863-781-2092

US 17

Item # 12.

US 17

Bell St

Building

13.5'
Height

7.5'
Addition
Height

Proposed
Billboard

8.58'

10'

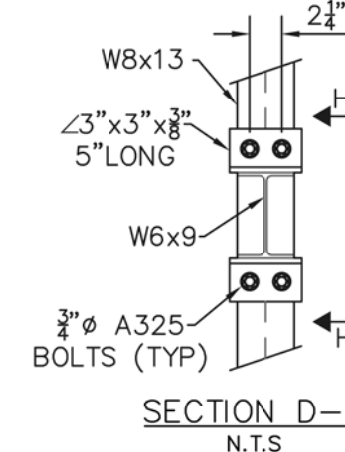
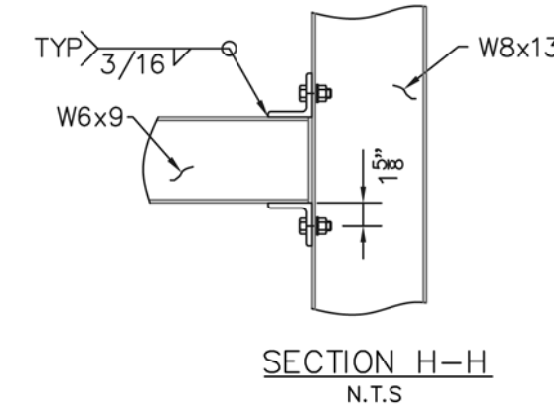
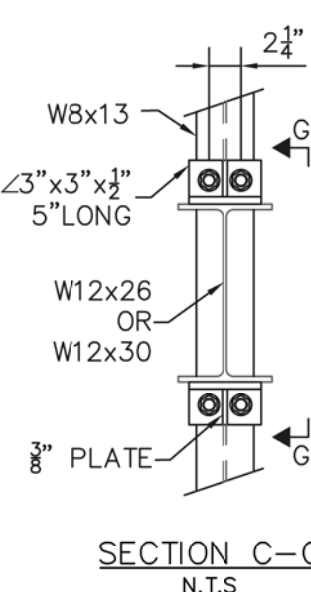
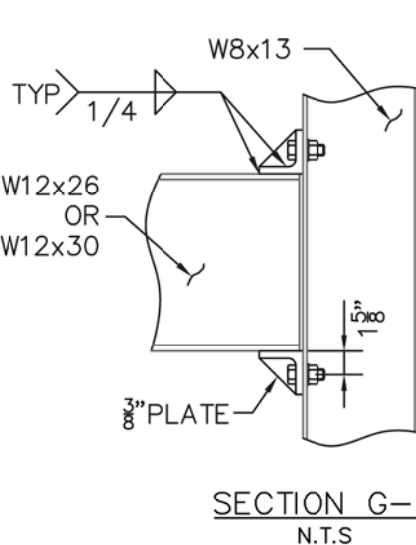
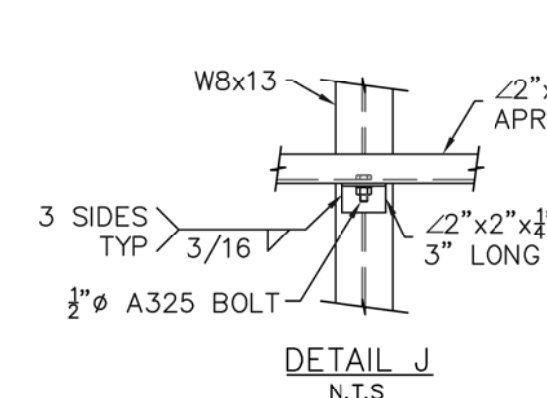
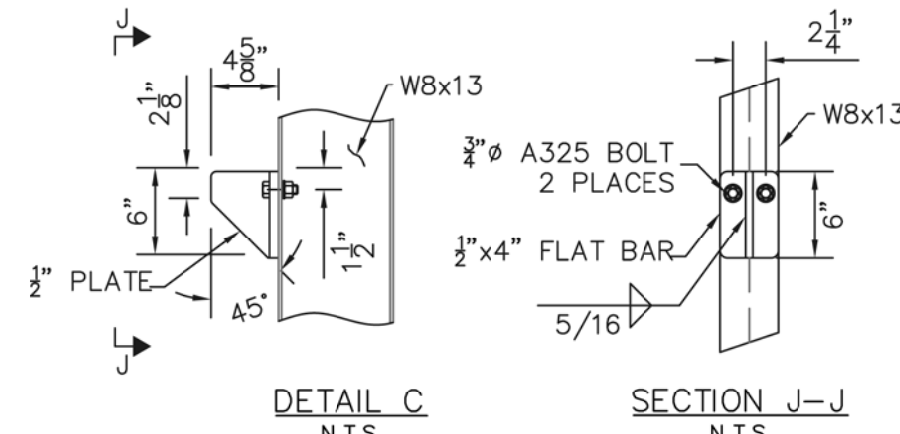
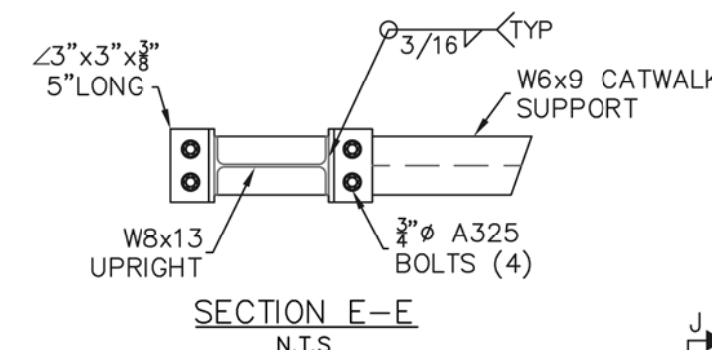
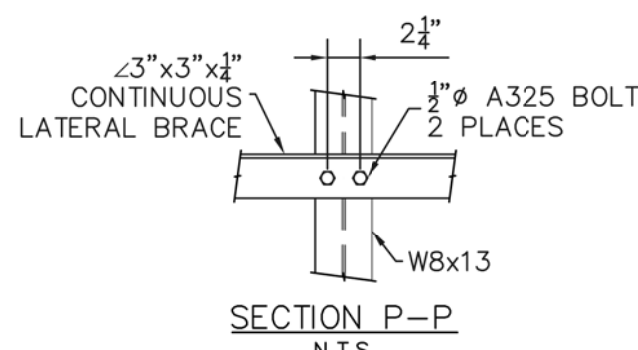
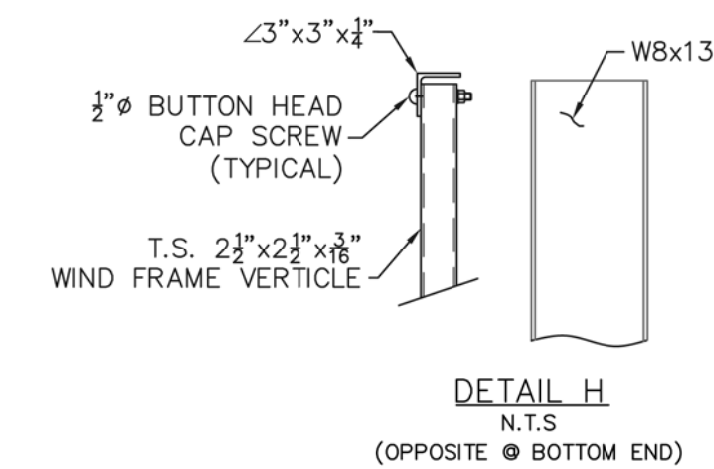
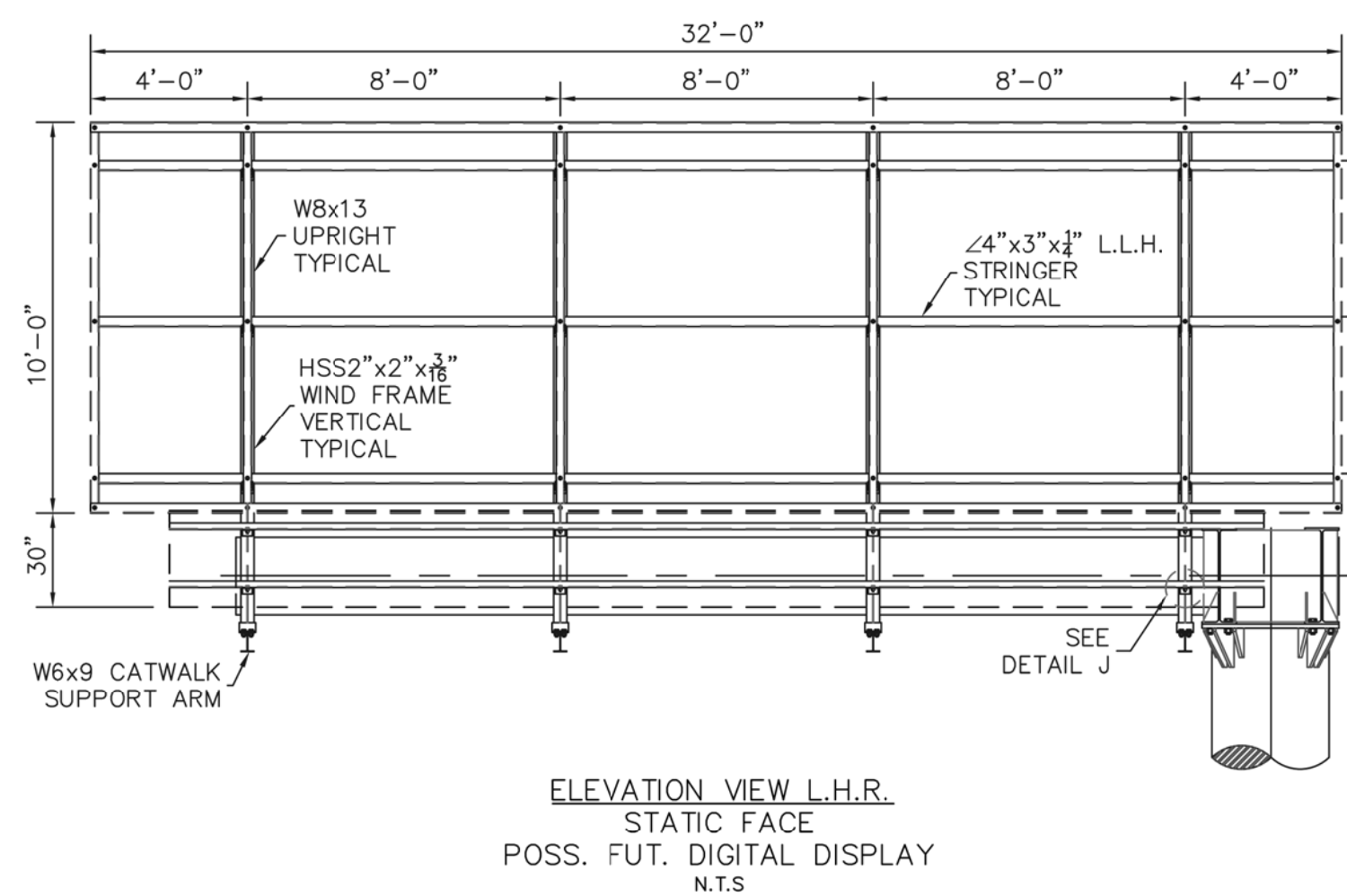
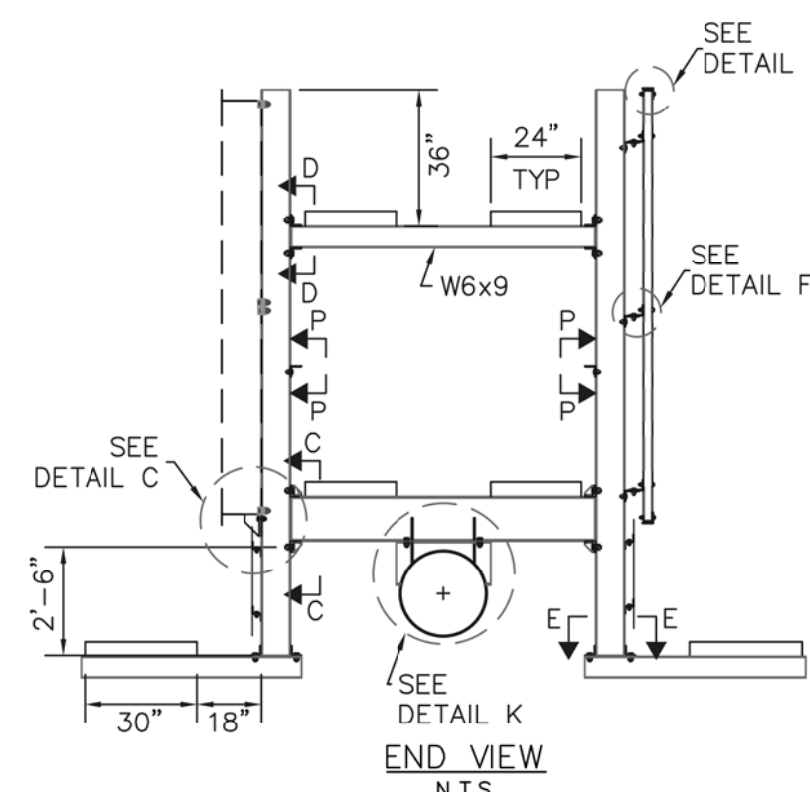
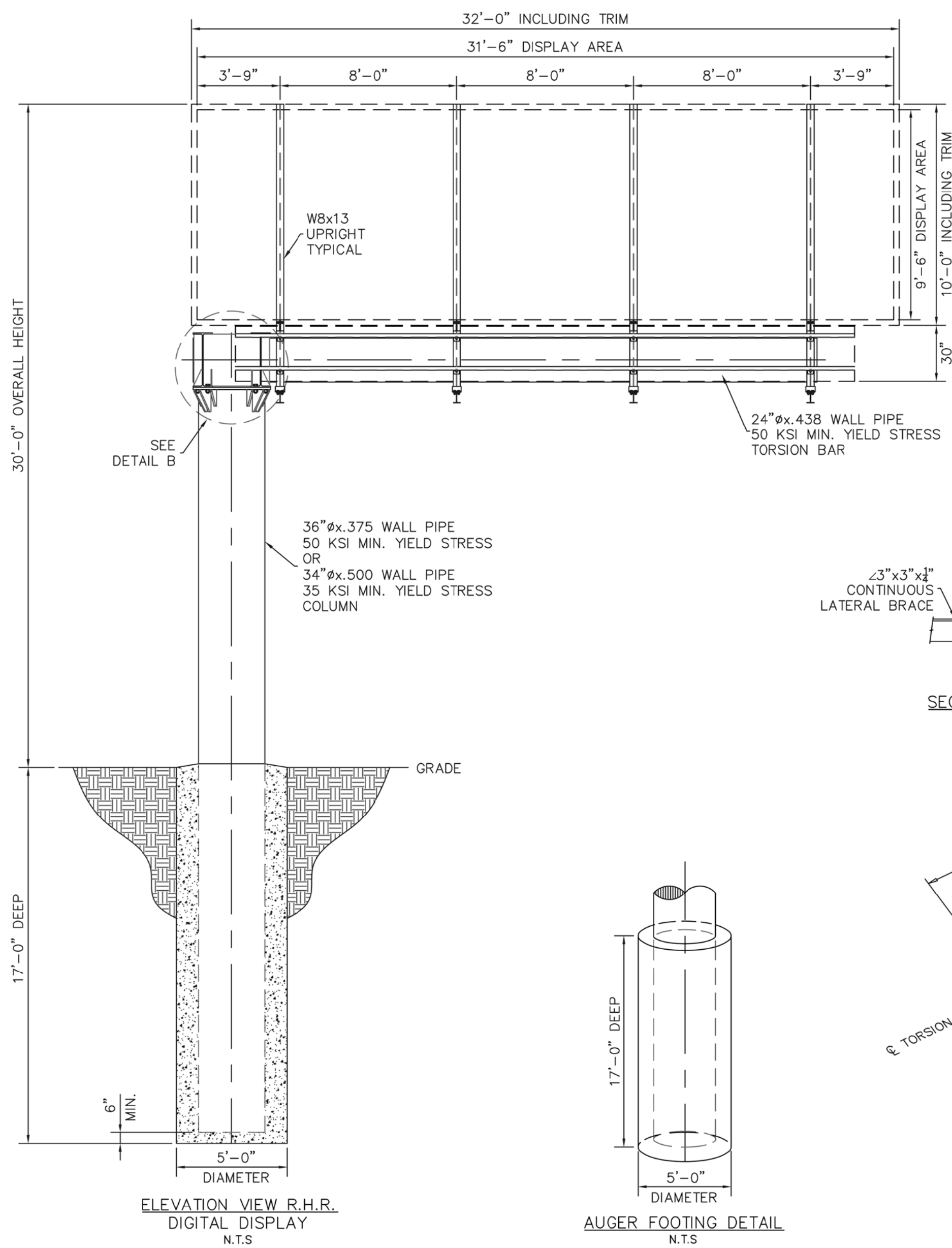
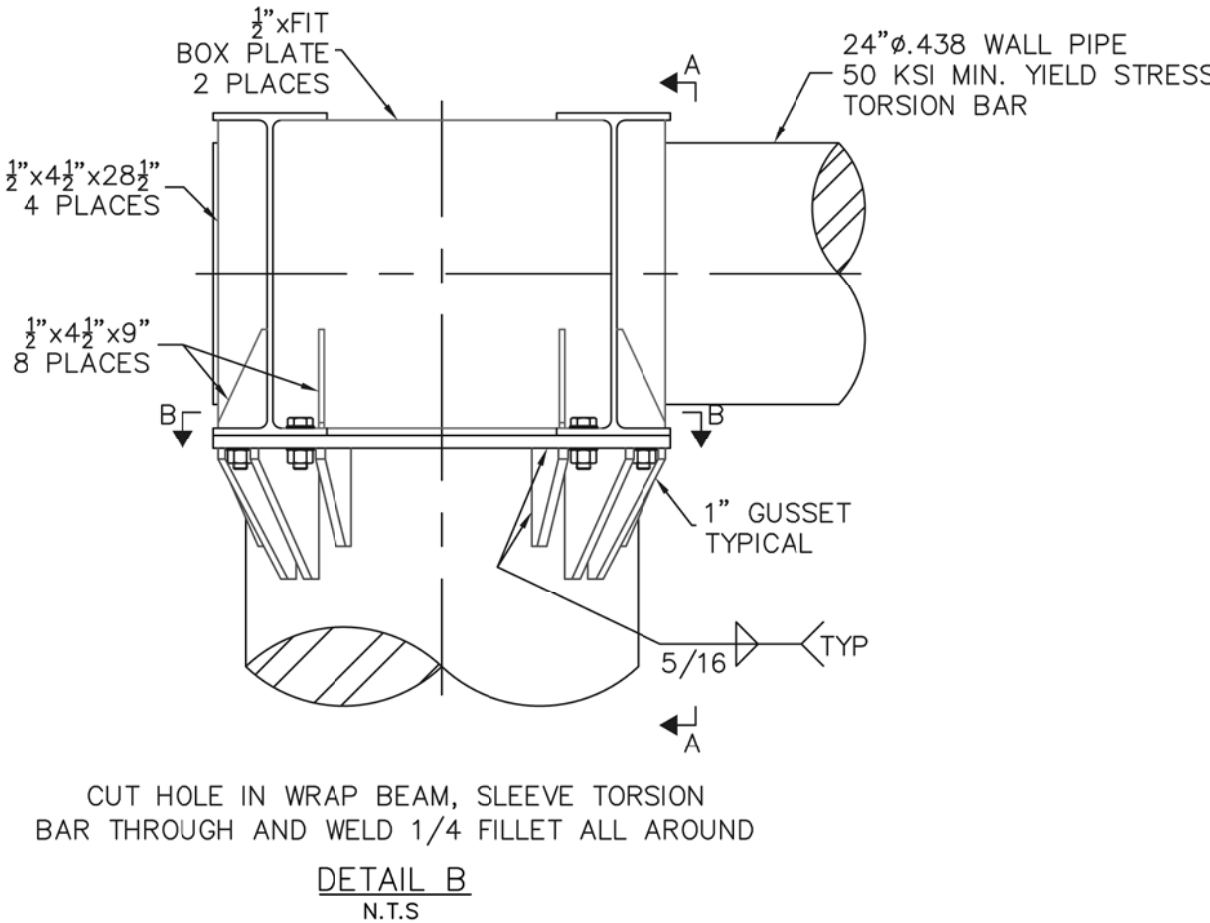
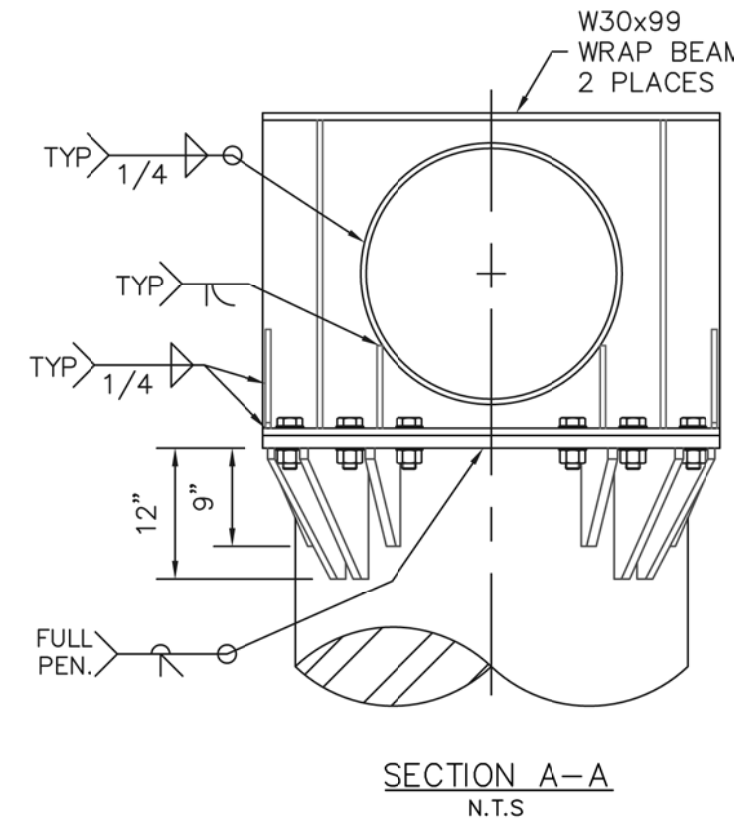
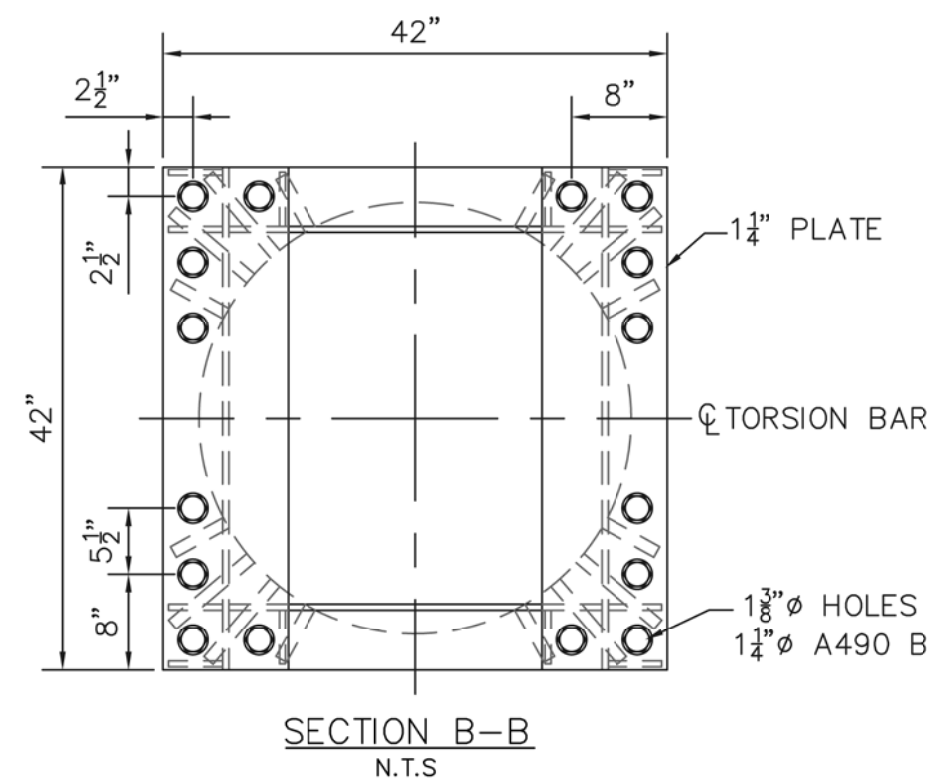
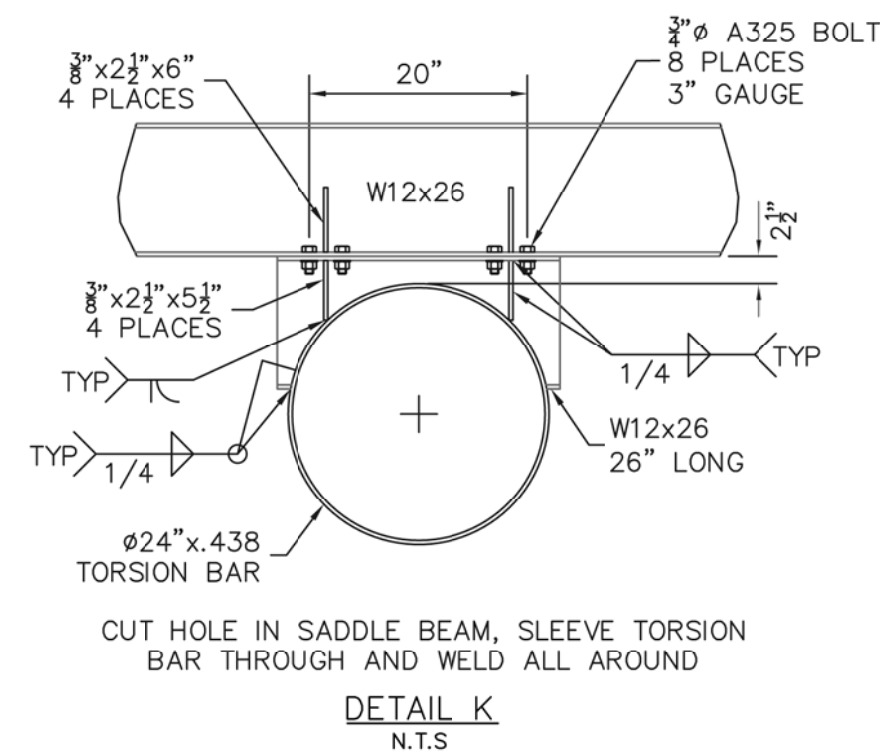
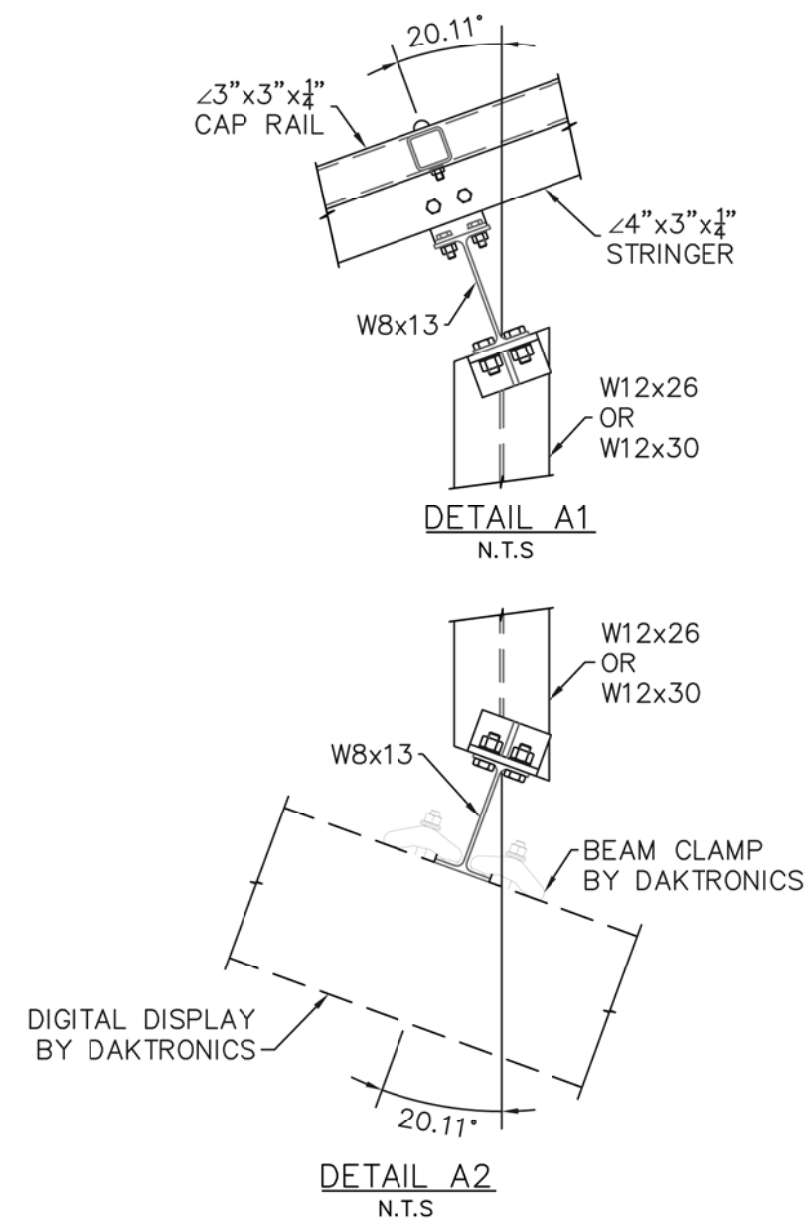
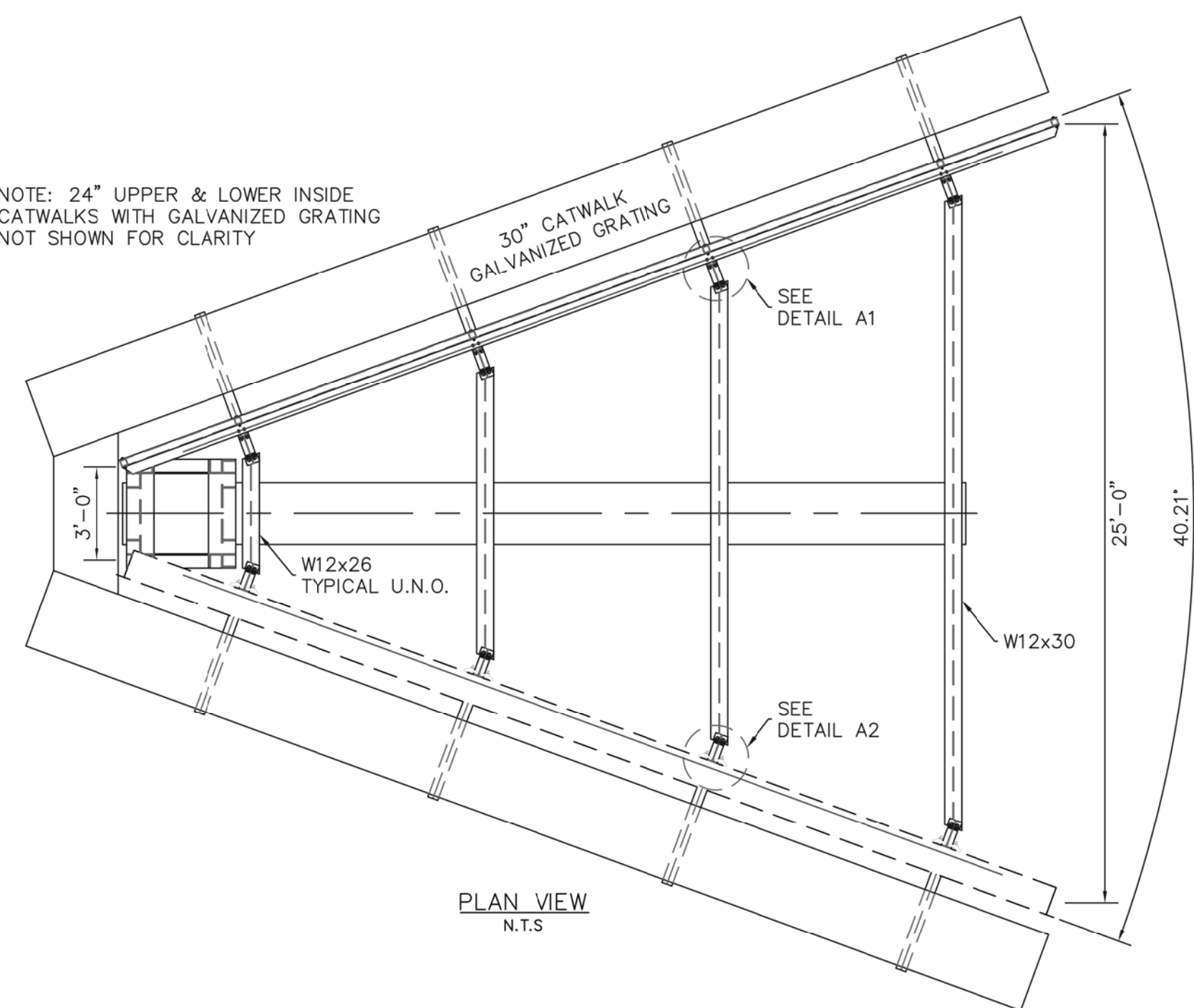
10'

Parcel 04342503500000000000

Parcel 043425000062700000

THE STRUCTURE SHOWN, AS DESIGNED, IS CAPABLE OF SUPPORTING UP TO TWO (2) DIGITAL DISPLAYS WEIGHING UP TO APPROXIMATELY 4,000# EACH.

NOTE: 24" UPPER & LOWER INSIDE CATWALKS WITH GALVANIZED GRATING NOT SHOWN FOR CLARITY



GENERAL NOTES:

- All design, detailing, fabricating and construction shall conform to the following codes and specifications:
 - The Florida Building Code (2023 8th Edition).
 - American Society of Testing and Materials (ASTM) specifications.
 - Building Code Requirements for Reinforced Concrete (ACI 318—(Current Edition))
 - Code for Welding in Building Construction of the American Welding Society (AWS) (Current Edition).
 - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings by The American Institute of Steel Construction (AISC) (Current Edition)
- Concrete shall be $f'_c=2500$ P.S.I. @ 28 days Compressive Strength, Standard Weight (150 P.C.F.)
- Reinforcing Steel (**if required**) shall be ASTM A-615 Grade 60.
 - All reinforcing steel shall be free from mud, oil, rust or coatings that would reduce or destroy bond.
 - All reinforcing bars shall lap 30 diameters minimum, except as noted.
 - Minimum concrete cover on ties, stirrups and main bars shall be 3/4 inch for slab, wall and surfaces not exposed to weather or in contact with ground; 3 inches for unformed surfaces deposited against the ground except as noted.
- Structural Material Specifications
 - Structural Steel and Plates shall be A-36
 - W-Shape beams shall be ($F_y=50$ ksi) Minimum
 - Structural tubing shall be ASTM A-500, Grade B, ($F_y=46$ ksi)
 - Structural piping shall be ASTM A-53, Grade B, Type E or S, ($F_y=35$ ksi), ASTM A572 Grade 42 ($F_y=42$ ksi) or ASTM A572 Grade 50 ($F_y=50$ ksi), unless otherwise noted. (see drawing for individual member specifications).
- Anchor Bolts (**if required**) shall be ASTM F-1554 Grade 36, unless otherwise noted.
- High strength bolts for connections shall be ASTM A-325, unless otherwise noted.
- Welding electrodes shall comply with AWS D1.1—(Current Edition), E70xx.
- Design Wind Speed= 140 MPH (F.B.C.)
Equivalent Wind Load= 37.30 PSF @ 30'-0" above the ground. (3 Sec Wind Gusts.)
Exposure "C" $I_p=1.0$ $G=0.85$
- Soil Bearing Capacity Requirements:
 - Spread Footings shall be --- P.S.F.
 - Cube or Auger Footing: Minimum Lateral Soil Bearing Capacity shall be $(200 \text{ PSF} \times 2)=400$ P.S.F. per foot of depth. (times two increase per Section 1806.3.4)
- Contractor shall verify all dimensions and conditions in the field before erection and notify the Engineer of any discrepancies.
- Splicing of pipes having an equal diameter, wall and yield is permitted. A full penetration weld all around (per AWS D1.1) shall be used and must be performed by a certified welder. Splices shall not be: within one half of the foundation depth below grade, within 10' above grade or within 10' above telescoping splices. Unless noted otherwise.
- The structure shown, as designed, is capable of supporting up to two (2) digital displays weighing up to approximately 4,000# each.

NOTICE:

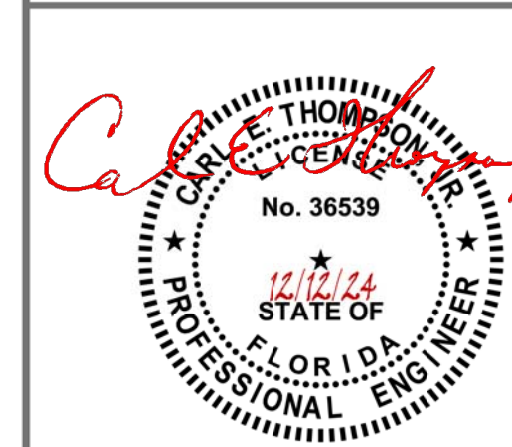
This drawing is for permit procurement purposes only and is for the sole use of T.E.S. and its designees. Unauthorized use is strictly prohibited.

Selective Structures, LLC
811 East Avenue
Athens, TN 37303

DESCRIPTION:

10'-0"x32'-0" FF, 25'V @ 30'-0" O.A.H.
w/Up to Two (2) 4,000# Digital Displays
Located In: Wauchula, FL

C.E.T.
CARL E. THOMPSON, JR., P.E.
Serving The Industry Since 1984
Phone: (423)781-6336 Email: carl@tesengrs.com
P.O. Box 458, Madisonville, TN 37354



REVISIONS:

R1-

DRAWN BY: TGS
DATE: 12/9/24
SELECTIVE# Permitting
SCALE: 1/4"=1'-0"
PROJ.# 044324
DWG.# ED-11432
SHEET# 1 OF 1

This item has been electronically signed and sealed by Carl E. Thompson, Jr., P.E. using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made and entered into this ____ day of April, 2025 by and between the **CITY OF WAUCHULA** (the “City”), and Santa Anita Mares (the “Owner”) (the Owner with the City, the “Parties”).

W I T N E S S E T H:

WHEREAS, the Owner owns the real property in Wauchula, Hardee County, Florida legally described as:

E ½ of SW ¼ of Block H of Packer’s Addition to the City of Wauchula, Hardee County, Florida, as Per Plat Book 1, Page 93, Public Records of Hardee County, Florida. Parcel #04-34-25-0350-0000H-0005

and more commonly known as 212 Louisiana Street, Wauchula, FL 33873 (the “Property”);

WHEREAS, the City completed code enforcement proceedings against the Owner of the Property, providing appropriate notice and opportunity to be heard to Owner concerning a Chapter 5, Article IV, Unsafe/Dilapidated Building and Chapter 5, Article IV, Minimum Exterior Property Maintenance (“the Structure”) on the Property, and the City obtained Liens on the Property.

WHEREAS, the City holds liens against the Property as a result of the code enforcement proceedings by virtue of (1) a Claim of Lien in favor of the City imposed by statutory order recorded October 22, 2014, in Official Record 2014-25006106, and a certified copy recorded October 22, 2014, in Official Record 2014-25006109 (the “2014 Lien”); and (2) a Claim of Lien in favor of the City imposed by statutory order recorded April 6, 2020, in Official Record 2020-25001927, and a certified copy recorded April 6, 2020, in Official Record 2020-25001930 (the “2020 Lien”);

WHEREAS, due to non-payment of the Liens, the City has the right to foreclose the Liens by instituting a foreclosure case in the Circuit Court of the Tenth Judicial Circuit, in and for Hardee County, Florida (the “Litigation”);

WHEREAS, the Owner has informed that City, that based on the receipt of a grant from Rebuild Florida - Hurricane Ian Housing Repair and Replacement, the Owner intends to demolish the Structure on the Property;

WHEREAS, the Parties to this Agreement desire to settle the Liens, and other outstanding amounts due as a result of the code enforcement proceedings amicably according to the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SETTLEMENT OF THE SUMS.** The Parties agree that the following sums remain due and owing to the City under the Liens:

A. Principal due\$12,600.00

C. Administrative Cost\$699.81

TOTAL (as of 03/25/25).....\$13,299.81

The Parties understand and agree that additional interest, attorneys’ fees, costs, and other charges will continue to accrue on the Liens unless and until the Owner timely complies with all the obligations set forth herein. The Parties further agree that if the Owner (1) demolishes the Structure on the Property to the satisfaction of the City **on or before JUNE 1, 2025**, and (2) pays the Administrative Cost of **\$699.81 on or before JUNE 1, 2025**, the City shall (a) waive **the principal** due on the Liens of **\$12,600.00**, and any interest, attorney’s fees, and costs the City has incurred, except for the Administrative Costs, which Owner must pay on or before June 1, 2025

as set forth above, and (b) the City shall execute and provide Owner a satisfaction of the lien for the 2014 Lien and a satisfaction of lien for the 2020 Lien within fourteen (14) days of the City determining demolition of the Structure occurred to the City's satisfaction, such satisfactions of lien to be recorded by the Owner.

2. **THE CITY'S RIGHTS IN THE EVENT OF PAYMENT DEFAULT OR OTHER BREACH.** If Owner fails to demolish the Structure on the Property to the City's satisfaction **on or before June 1, 2025** as set forth in Section 1 above, or otherwise fail to perform any other obligation under this Agreement, time being expressly made of the essence, then the City shall be entitled to file the Litigation and shall be entitled to a judgment of lien foreclosure in the amounts set forth in Section 1 above. The City also shall be entitled to recover its reasonable costs and attorneys' fees, at both the trial and appellate levels, in any action to enforce this Agreement, to obtain a foreclosure judgment, foreclosure sale or to otherwise to enforce its Liens.

3. **RESERVATION OF THE CITY'S RIGHTS.** The City does not by this Agreement waive any rights or remedies which it may have against the Property, including its rights under the Liens and code enforcement laws, including but not limited to demolishing the Structure on the Property should the Owner fail to do so on or before June 1, 2025, unless and until the Owner fully complies with all of obligations under this Agreement. The City's rights under the code enforcement laws and this Agreement are cumulative. Nothing herein shall be construed as a waiver by the City of its rights to pursue any future code enforcement violation for any other unlawful condition that may exist on the Property. Further, nothing herein shall be construed as a waiver by any other agency of the municipality or county of their rights to pursue any other violation, present or future, for any other unlawful condition that may exist on the Property. This

Agreement resolves solely the Liens that would be the subject matter of the Litigation and nothing else.

4. **RELEASE BY OWNER.** Except for the rights under this Agreement, the Owner fully, wholly, absolutely and unconditionally releases, waives, relinquishes and gives up forever, all claims, demands, setoffs, defenses, counterclaims and causes of action of any kind against the City.

5. **WAIVER OF JURY TRIAL.** The Owner waives trial by jury in any proceeding which refers or relates to the Liens, including this Agreement.

6. **AGREEMENT TO BE INTERPRETED BY LAWS OF FLORIDA.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

7. **EFFECTIVE DATE.** This Agreement shall become binding and shall be effective by the execution hereof by the Owner on or before April 15, 2025 at 5:00 p.m. The City shall then have until 5:00 p.m. on April 22, 2025 to execute and mail a conformed copy of this Agreement to the Owner.

8. **AGREEMENT TO EXECUTE AND DELIVER DOCUMENTS AND COOPERATE.** The Parties agree that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such deeds, assignments, authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Agreement and to the covenants, conditions, and agreements contained herein. Furthermore, the Parties agree to cooperate and to do all things necessary to accomplish the intention of this Agreement.

9. **INCORPORATION BY REFERENCE, RECITALS.** All documents referred to in this Agreement are made a part hereof and incorporated herein by reference.

10. **COPIES.** Any true executed copy of this Agreement shall be deemed to constitute an original of the same.

11. **CONSTRUCTION OF AGREEMENT AND INTERPRETATION OF AMBIGUITIES OR DOUBTFUL LANGUAGE.** No provision in this Agreement shall be interpreted for or against either party because that party's attorney drafted such provision.

12. **ENTIRE AGREEMENT.** This Agreement represents the full, complete and entire agreement between the Parties concerning the Liens. This Agreement may only be modified in writing, signed by all Parties. Notwithstanding the foregoing, the Liens shall remain in full force and effect until fully satisfied according to the terms and conditions of the Liens, as modified by this Agreement.

IN WITNESS WHEREOF, this Forbearance Agreement has been agreed to and executed by the undersigned this ____ day of April, 2025.

THE CITY OF WAUCHULA

Richard Keith Nadaskay, Jr., Mayor

STATE OF FLORIDA
COUNTY OF HARDEE

I HEREBY CERTIFY that, before me, an officer duly authorized in the state and county aforesaid, to take acknowledgments, personally appeared **Richard Keith Nadaskay, Jr., Mayor** of **THE CITY OF WAUCHULA**, who, after being duly sworn, deposes and says that he/she has personal knowledge of the facts recited in this affidavit and that the facts recited in this affidavit are true and correct.

WITNESS my hand and official seal in the County and State aforesaid this ____ day of April, 2025.

(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

THE OWNER

Santa Anita Mares

STATE OF FLORIDA
COUNTY OF HARDEE

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments and oaths, personally appeared **SANTA ANITA MARES**, known to me / known to be the person described in and who executed the foregoing Stipulation and Settlement Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of April, 2025.

(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My commission expires: _____

RESOLUTION 2025-07

A RESOLUTION ADOPTED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA PROVIDING FOR THE APPROVAL OF A VARIANCE OF SECTION 2.02.01(C) OF THE UNIFIED LAND DEVELOPMENT CODE PURSUANT TO THE TERMS OF SECTION 7.10.00 OF THE UNIFIED LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under the Unified Land Development Code (“ULDC”) of the City of Wauchula, Florida (the “City”), there are certain setback distances for single family structures within the City; and

WHEREAS, Section 2.02.01(C) sets forth a 10-foot side setback requirement for primary structures that are located in R-1 (Single Family Residential) zoning districts; and

WHEREAS, Aerial Polk, the owner of real property located at 314 S 10th Avenue, Wauchula, Florida, desires to construct a 1,584 sq. ft. single family home within the required 10-foot side setback for an R-1 zoned property; and

Whereas, Aerial Polk has applied for a variance from the minimum 10-foot side setback to allow the home to sit approximately 6 feet 6 inches from the northern property line; and

Whereas, in the exercise of its authority, the City Commission (the “Commission”) of the City of Wauchula determined that it is in the best interest of the public health, safety and general welfare of the City and its residents to grant the variance requested by Aerial Polk.

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

1. The City Commission of the City of Wauchula sitting as the Board of Adjustments and Appeals, after public notice being given as required by Section 8.06.00, ULDC, finds as follows:
 - (A) Special conditions and circumstances exist that are peculiar to the land or structure involved and that are not applicable to other lands or structures in the same land use classification.
 - (B) The special conditions and circumstances do not result from the actions of the applicant.
 - (C) The requested variance, if approved, will not confer on the applicant any special privilege that is denied by the provisions of this Code to other lands or structures in the same land use classification.

- (D) Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.
- (E) That the variance granted is the minimum variance that will make possible a reasonable use of the land or structure.
- (F) That the granting of the variance will be in harmony with the general intent of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

2. Based upon the above-described findings, the requested side setback variance from 10 feet to approximately 6 feet 6 inches as otherwise required in Section 2.02.01(C), ULDC, is approved, pursuant to Section 7.10.00 of the ULDC.

- 3. That this resolution shall take effect immediately upon its approval.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the _____ day of _____, 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

FILL OUT COMPLETELY

Date Submitted 2/27/2025

Item # 14.

CITY OF WAUCHULA

_____ SPECIAL EXCEPTION x VARIANCE _____ ANNEXATION
_____ RE-ZONE _____ FUTURE LAND USE AMENDMENT
_____ SUBDIVISION PLAT _____ ALLEY CLOSURE

A SITE PLAN, TO SCALE, IS NEEDED FOR ALL REQUESTS.
A METES AND BOUNDS SURVEY IS NEEDED FOR AN ANNEXATION.
IF YOU LIVE IN A DEED RESTRICTED COMMUNITY, YOU MUST
PROVIDE A COPY OF THE DEED RESTRICTIONS.

Applicant: BHL FEDERAL

Address of request: 314 S 10TH AVE WAUCHULA 33873

Mailing address: 3036 TAMIAMI TRL UNIT A PORT CHARLOTTE FL 33952

Daytime Telephone: 804-317-6381

Owner's Name & Address (as shown on property records):

_____ Check, if same as above.

If different: Name: AERIAL KAYE POLK

Mailing Address: 314 S 10TH AVE WAUCHULA 33873

Daytime Telephone: 863-445-1374

NOTE : **IF THE APPLICANT IS NOT THE OWNER OF THE ABOVE PROPERTY,**
WRITTEN CONSENT BY THE OWNER MUST BE SUPPLIED BY THE
APPLICANT AT THE TIME OF SUBMITTAL TO THE CITY'S PLANNING
AND ZONING DEPARTMENT. ALL REQUESTS MAY ONLY BE
INITIATED BY THE CURRENT PROPERTY OWNER.

Legal description: See attached property card

Current Zoning RESIDENTIAL Future Land Use RESIDENTIAL

Size of Parcel: 0.291 ACREAGE

Current Improvements: (Buildings, etc. on property) NEW CONSTRUCTION OF SINGLE FAMILY HOME

Reason for request: Had to move the house away from a bamboo group to prevent roots from damaging the slab foundation

If Annexation and/or Re-Zone:

Current County Zoning Classification _____

City Zoning Classification and Future Land Use classification sought: _____

What property usage is to the North: _____, South: _____,

East: _____ and West: _____ of your property (example: residence)?

Number of residences on parcel(s) (Existing and/or proposed): _____

Population of parcel(s): _____

*******FOR SPECIAL EXCEPTION REQUESTS ONLY*******

Square footage to be used for the activity: _____

Proposed Hours: _____

Associated Noise: _____

Materials stored on premises: _____


Traffic caused by activity: _____

Number of off-street parking spaces: _____

Have you filed any previous applications? NO

If yes, please describe request and give date of application: _____

I have read and understand the requirements of the application and agree to pay all costs of the process.
 The typical total cost is between \$150.00 and \$300.00.

Signature(s):  Date: 2/27/2025

Print Name(s): Stephen Verup

Signature of applicant(s): _____ Date: _____

Print Name(s): _____

FOR OFFICE USE ONLY

___ Application _____

___ Ad _____

___ Copies _____ (.15 ea single sided)
 (.20 ea double sided)

___ Postage _____

Total Due _____

Hurricane Damage

Hurricane Damage Form

Homestead Exemption

Apply for Homestead Exemption

Parcel Summary

AlternateID	8575
Parcel ID	09-34-25-0291-0000B-0007
Location Address	314 S 10TH AVE WAUCHULA 33873
Brief Legal Description	.29 AC PMR6/90 393P142 AFF&DC-393P366-370 LOT 7 LESS S 10 FT BLK B POUNCEY'S ADD (Note: Not to be used on legal documents.)
Property Use Code	SINGLE FAMILY (0100)
Sec/Twp/Rng	9-34-25
Tax District	CITY OF WAUCHULA (902)
Millage Rate	19.0559
Acreage	0.291
Homestead	Y

Hardee County Property Appraiser

Owner Information

Primary Owner
POLK AERIAL KAYE
314 SOUTH TENTH AVE
WAUCHULA, FL 33873

Map



Certified Values

	2024 Certified Values
Building Value	\$77,386
Extra Features Value	\$271
Land Value	\$16,204
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$93,861
Assessed Value	\$27,970
Exempt Value	\$27,970
Taxable Value	\$0
Maximum Save Our Homes Portability/Non-Homestead Cap	\$65,891

Historical Values

	2023 Certified Values	2022 Certified Values	2021 Certified Values
Building Value	\$70,995	\$60,349	\$38,818
Extra Features Value	\$241	\$245	\$249
Land Value	\$16,204	\$16,204	\$9,532
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$87,440	\$76,798	\$48,599
Assessed Value	\$27,155	\$26,364	\$25,596
Exempt Value	\$27,155	\$25,500	\$25,500
Taxable Value	\$0	\$864	\$96
Maximum Save Our Homes Portability/Non-Homestead Cap	\$60,285	\$50,434	\$23,003

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
0100 - RESIDENTIAL	12709	SF	71	179

Zoning

Contact the City for Zoning within the City limits

Building Information

Type	SINGLE FAM	Heat	CONVECTION
Total Area	1,556	Air Conditioning	WINDOW
Heated Area	1,124	Bathrooms	1
Exterior Walls	SINGLE SID	Bedrooms	3
Roof Cover	COMP SHNGL	Stories	1
Interior Walls	PLY/PANEL	Actual Year Built	1920
Frame Type	WOOD FRAME	Effective Year Built	1920
Floor Cover	HARDWOOD		

Extra Features

Code	Description	Length x Width x Height	Units	Unit Type
C/S 03	CONC SLB	58 x 3 x 0	174	SF
PLK 03	PLANK FEN	0 x 0 x 6	31	LF

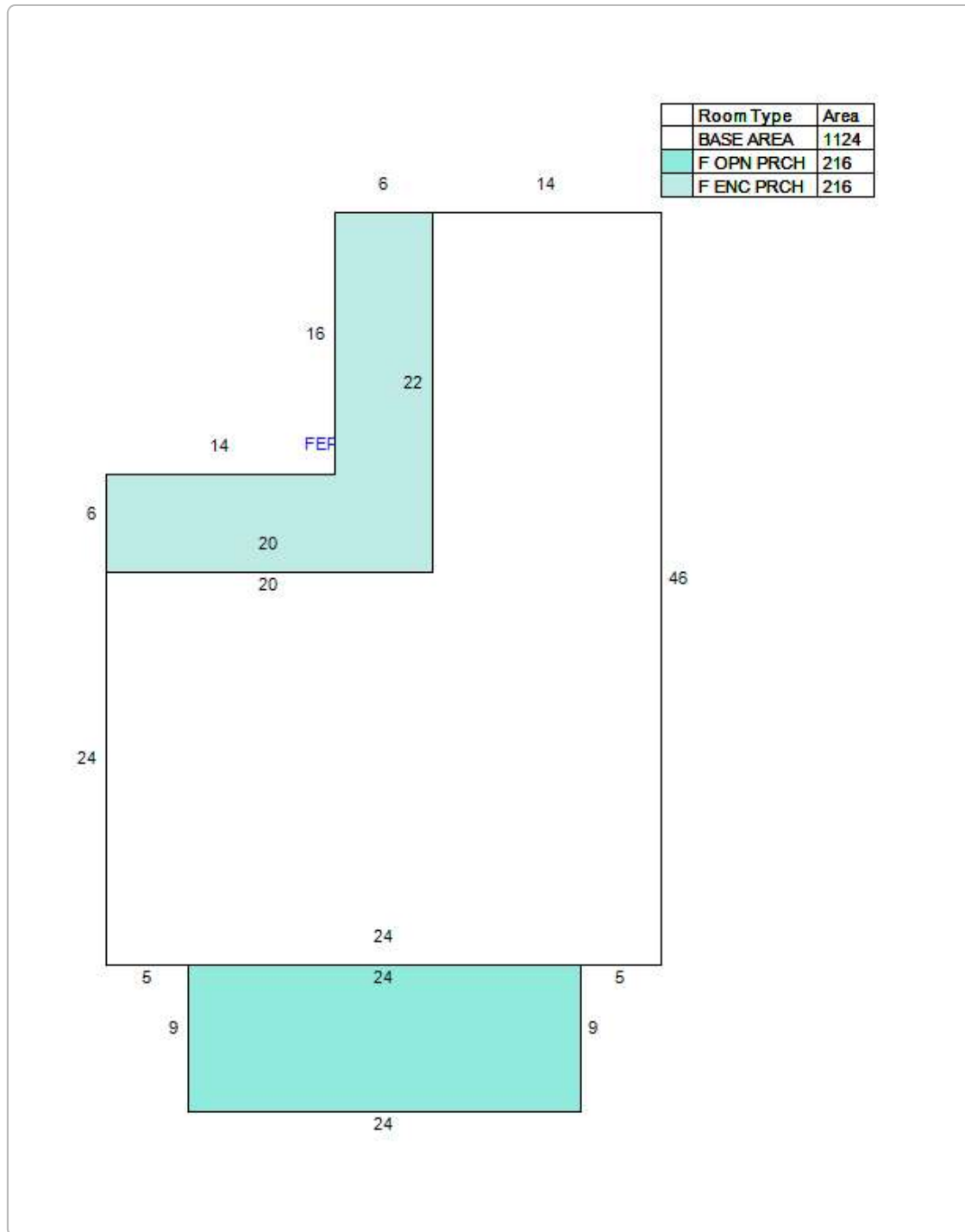
Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	7/1/1990	\$19,000	11	0393/0142		Unqualified	N/A	Improved		POLK AERIAL KAYE

Permits

Permit Number	Type	Description	Issued	Amount
2500011	NRB	NEW RESIDENTIAL BUILDING	1/15/2025	\$300,000
2500013	RD	RESIDENTIAL DEMO	1/6/2025	\$12,000
2401067	RAD	RESIDENTIAL ADDITION	9/16/2024	\$3,200
2302070	RR	RESIDENTIAL ROOFING	12/5/2023	\$18,200

Sketches



Sales Questionnaire Form

Would you like to submit a Sales Questionnaire?

Sales Questionnaire Form

No data available for the following modules: Online Ag Classification Filing.

The Hardee County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. Working values are subject to change.

[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 2/26/2025, 3:04:17 AM

Contact Us

Developed by
SCHNEIDER
GEOSPATIAL

Item # 14.

[illegible]

283

126 S. 7th AVENUE
WAUCHULA, FL 33873



PHONE (863) 773-9193
FAX (863) 773-0436

April 7, 2025

To: City Commission

From: Kyle Long, Community Development Director

RE: 314 S 10th Avenue

Parcel # 09-34-25-0291-0000B-0007

Variance request to allow primary structure within required 10-foot side setback

This report is being made to provide further guidance to the City Commission regarding the above referenced request made by Aerial Polk.

The property owner, Aerial Polk, is in the process of constructing a new 1,584 sq ft single family home on a parcel that is zoned R-1 (Single Family Residential). After the City approved the construction and permits were pulled, it was determined that the house would need to be moved 3'6" to the north to avoid a bamboo patch. This was done without an updated site plan. The issue was not caught until the house was nearing completion.

According to the Unified Land Development Code (ULDC), all primary structures in the R-1 zoning district must be setback at least 10 feet from the side property line. As the new home sits and according to the survey, it is exactly 3'6" into the required 10' setback. The applicant is therefore requesting a variance. As shown on the submitted survey, if the variance is approved, the building will sit 6'6" from the northern property line.

A variance may be granted if the Board determines that the request is not contrary to the to the public interest and the intent of this Code, and that strict enforcement of the regulation in question would create an undue and unnecessary hardship for the applicant. Considerations of health, convenience, or economics shall not be considered as justification for a variance. The City Commission shall approve the variance based on the following criteria:

- (A) Special conditions and circumstances exist that are peculiar to the land or structure involved and that are not applicable to other lands or structures in the same land use classification.
- (B) The special conditions and circumstances do not result from the actions of the Applicant.

- (C) The requested variance, if approved, will not confer on the applicant any special privilege that is denied by the provisions of this Code to other lands or structures in the same land use classification.
- (D) Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.
- (E) That the variance granted is the minimum variance that will make possible a reasonable use of the land or structure.
- (F) That the granting of the variance will be in harmony with the general intent of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The City Commission will need to review the criteria listed above and determine whether or not this request meets those considerations. Once granted, the variance shall run with the land.



Employee Medical Self-Funded Pools Invitation to Negotiate

DATE POSTED: APRIL 15, 2025
 TITLE: EMPLOYEE MEDICAL SELF-FUNDED POOLS ITN
 NUMBER: ITN 25-01
 DUE DATE AND TIME: MAY 9, 2025, at 2:00 P.M. E.D.T.
 OPENING DATE AND TIME: MAY 9, 2025, at 2:01 P.M. E.D.T.
 LOCATION OF OPENING: 126 S. 7TH AVENUE, WAUCHULA, FL 33873
 PURCHASING CONTACT: NICOLE LEAL, AVAIL BENEFITS, LLC., nicole.leal@availbenefits.com

The City of Wauchula, through its employee benefits risk management consultant, Avail Benefits, LLC ("Avail") solicits your company to submit a Response and negotiate to this Invitation to Negotiate ("ITN") on the above referenced goods or services. The terms, specifications, and requirements set forth in this ITN are incorporated into your Response. All submittals must be signed by an authorized representative of your company in the space below. All submittals must be submitted and received by the due date and time set forth above. If you do not intend to submit a Response to this ITN, please provide notice of your intent not to respond via email to the Purchasing Contact identified above. If you submit a Response, this page must be completed, signed, and returned as part of your submittal. By submitting a Response, you agree to comply with all terms, conditions, and requirements of this ITN.

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Federal Employer ID Number: _____

Phone Number: _____

Fax: _____

Email: _____

I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A RESPONSE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS ITN AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS ITN FOR THE RESPONDENT.

Signature: _____

Print Name: _____

Title: _____

Date: _____

1. INTRODUCTION & GENERAL INFORMATION

The City of Wauchula (the “City”) is inviting Responses from employee medical self-funded pools (**not fully-insured programs at this time**), who are licensed and authorized to operate in the State of Florida to provide health insurance offerings by such pools, for its employees and retirees. The City desires to explore the questions set forth in this ITN to determine how a self-funded pool can best serve the City and its employees and retirees. The City has determined that an invitation to bid or request for proposal would not be practicable as those procurement methods do not provide the City the flexibility to explore options and allow negotiations that are necessary for the City to receive the best value and services offered from self-funded pools, and therefore, an ITN is the best method for the City to address this particular issue. The results of this ITN will then be compared with the City’s renewal of the fully-insured program currently in place. Acentria Public Risk is the current Agent of Record/Contract Effectuator for the City.

The listed below items should be considered when responding to this ITN:

- The City currently provides health insurance to employees and retirees through UnitedHealthcare (fully insured medical plan).
- UnitedHealthcare currently provides one (1) health insurance plan in which City employees and retirees may participate: Choice Plus HSA Plan DU77 with Rx 570. The plan is an Affordable Care Act, Fully Compliant plan.
- Health Savings Accounts (HSAs) are currently being offered to eligible employees and are administered by Optum Bank. There is a cost to the Employee in the amount of \$1.00 per month for the HSA administration. Fee may vary if other account options are chosen.
- City of Wauchula provides employer HSA Contributions in the amount of \$1,600.00 for Employee Only and \$3,200.00 for Employee + Spouse, Employee + Child(ren), and Employee + Family.
- The medical plan has a pooling level of \$100,000.00.
- There are currently 80 City employees and 1 retiree, plus spouses and family members, enrolled in the plan (approximately 133 members on the medical plan).
- The City’s COBRA administrator is currently UnitedHealthcare. The City does not currently have any COBRA participants.
- The City does have a wellness program in place. The City currently receives a \$5,000.00 wellness budget from UnitedHealthcare. Employees and spouses enrolled in the medical plan are eligible to participate in the UnitedHealthcare Rewards program, earning up to \$1000.00.
- The City is very interested in Responses that include employee wellness programs at no additional costs and those options that are offered with additional cost.
- The City desires to receive as close to the same plan benefit structure as current for the 2025-26 plan year from the Respondents. However, the City understands this may not be possible from self-funded pools and is also asking the Respondents to provide **ALL** other plan designs available with pricing (\$ dollar amount difference from your most like plan to current along with % percentage of change).
- The City has given consideration to the prices available to it under the rules of the Department of Management Services, Division of Purchasing, and has determined that inviting Responses through this ITN is in the City’s best interest.
- A summary of the medical benefits available under the plan is attached to this ITN.

The enrollment window for current City employees and retirees is tentatively scheduled for August 18, 2025, through August 22, 2025. The effective date for enrollment will be October 1, 2025.

2. ITN SCHEDULE

The ITN process has two phases. The first is the evaluation phase in which an evaluation committee evaluates the Responses to the ITN (each a “Response”), identifies a competitive range of Responses reasonably susceptible of award, and selects one or more Respondents within that range to commence negotiations.

The second phase is the negotiation phase in which a negotiation team negotiates with the selected Respondent(s). During this phase, the team may request revised replies and/or best and final offers based on the

negotiations. After negotiations, the City intends to post a notice of the ranked Respondents. The #1 ranked Respondent's best and final offer will then be compared to the City's current fully-insured program's renewal.

Event

ITN Posted	April 15, 2025
Deadline to Submit Written Questions	April 28, 2025, at 4:00 p.m. EDT
Responses Due	May 9, 2025, at 2:00 p.m. EDT
Responses Opened	May 9, 2025, at 2:01 p.m. EDT
Insurance Committee Meeting to Score Negotiations	May 27, 2025, at 9:00 a.m. EDT
Insurance Committee Meeting to Select (B&F Presentations, if needed)	May 28-June 4, 2025, at TBD
Ranked Respondents Posted	June 5, 2025, at 9:00 a.m. EDT
Selected Response compared to Fully-Insured Renewal	June 5, 2025, at 4:00 p.m. EDT
Recommendation to City Commission (Tentative)	TBD
	July 14, 2025, at 6:00 p.m. EDT

All dates after the posting date are subject to change at the discretion of the City. Respondents will be notified of any changes by written addenda to the ITN.

3. INFORMATION TO BE INCLUDED IN THE RESPONSE

The Response must include the following information in the following order. **Attachments 8.7 - 8.8** must be completed as best as possible. If sections are unable to be completed, please provide reasoning so that the City does not assume the Response is unresponsive.

3.1 Title Page. Identify the ITN subject, the ITN number, the Respondent's name, address, telephone number and email address, the primary contact person for the Respondent, and the date.

3.2 Table of Contents. Include a clear identification of the material provided by page number.

3.3 Certificate of Compliance. Complete, sign, and return Page 1 of this ITN.

3.4 Eligibility. The Response must include an acknowledgment that the Respondent meets all the following criteria as of the date the Responses are opened. The Response also must include documentation supporting eligibility as indicated below.

3.4.1 Respondent is licensed and authorized to operate in the State of Florida. Provide a copy of the Respondent's current license authorizing it to operate in the State of Florida.

3.5 Experience and Qualifications. The Response must include complete answers to all questions set forth in the Supplemental Questionnaire (**Attachment 8.1**) attached to this ITN.

3.6 Scope of Services. In addition to answering all questions and completing tables (**Attachments 8.7 and 8.8**) in this section, the Response must include complete answers to all questions set forth in the Supplemental Questionnaire, (**Attachment 8.1**) attached to this ITN. The Response must describe in detail each health insurance plan the Respondent proposes for the City. The Respondent is asked to provide Responses as close to current benefits as possible along with ALL other plan designs available with pricing (the dollar (\$) amount difference between your most like plan and the City's current plan, along with % percentage of change).

3.6.1 Identification of Differences. Respondent must complete the Current Plan Benefits Comparison Table (**Attachments 8.7**) and must identify all differences between the plan currently provided through UnitedHealthcare and the plan described in the Response.

3.7 Pricing. In addition to answering all questions in this section, the Response must include complete answers to

all questions set forth in the Supplemental Questionnaire (**Attachment 8.1**) attached to this ITN. The Response must include the following pricing information:

3.7.1 The price of each plan the Respondent is willing to provide for City employees and retirees. Respondent must complete the Proposed Plan Rate Table (**Attachments 8.8**) if quoting.

3.7.2 Pricing should not include any commission or service fees to the City's Agent of Record/Contract Effectuator.

3.8 Certification of Compliance with Debarment Regulations. The Response must include the completed and signed Debarment Certification Statement attached to this ITN (**Attachment 8.9**).

3.9 Statement of Drug Free Workplace. A statement regarding whether the Respondent has a drug-free workplace program and a certification that the Respondent's drug-free workplace program meets all of the requirements of Section 287.087, Florida Statutes.

4. ADDENDA, WRITTEN QUESTIONS, AND SUBMISSION OF RESPONSES

4.1 Addenda.

4.1.1 The City reserves the right to modify this ITN at any time after it is posted. Modifications shall be made by written addenda only. Written addenda shall be sent via email by Avail, on behalf of the City, to each entity that has been solicited to respond to this ITN and has not provided notice of its intent not to respond. Written addenda shall also be posted on the City's website at www.cityofwauchula.gov and Demand Star at www.demandstar.com. If necessary, the deadlines set forth in Section 2 shall be extended to permit sufficient time to respond to any addenda.

4.1.2 Notwithstanding the procedure for issuing written addenda set forth in Section 4.1.1, Respondent remains solely responsible for determining whether any written addenda have been issued prior to submitting the Response.

4.2 Written Questions.

4.2.1 Respondents may submit written questions seeking clarification of ITN specifications or requirements. Questions must be submitted prior to the deadline set forth in Section 2. Questions submitted after this deadline and/or questions seeking anything other than clarification of ITN specifications or requirements will not be considered.

4.2.2 All questions must be submitted via email to: Nicole Leal, nicole.leal@availbenefits.com. Questions submitted in any other format or to any other address will not be considered.

4.2.3 Avail, on behalf of the City, will respond to written questions seeking clarification of ITN specifications and requirements by the date set forth in Section 2. Avail will respond only via written addenda to the ITN in accordance with the procedure set forth in Section 4.1. Respondents shall not rely on responses or information provided in any other manner.

4.3 Submission of Responses.

4.3.1 Responses must be submitted and received by the date and time set forth in Section 2. Responses received after the date and time set forth in Section 2 will be rejected as non-responsive.

4.3.2 Responses must be submitted in a sealed envelope or box via registered mail or hand delivery to:

City of Wauchula
 ATTN: Stephanie Camacho, City Clerk
 126 S. 7th Avenue
 Wauchula, FL 33873

- 4.3.3** The exterior of the sealed envelope or box must identify the ITN name, the ITN number, and the name of the Respondent.
- 4.3.4** The sealed envelope or box must contain copies of the Response in both paper and electronic format as follows.
- 4.3.4.1 Paper Copies.** Eleven (11) paper copies of the Response shall be submitted. Paper copies shall be on 8.5-inch by 11-inch paper, bound and tabbed. One (1) paper copy shall be clearly marked as the “Original Response.”
- 4.3.4.2 Electronic Copy.** One (1) electronic copy of the Response shall be submitted. The electronic copy shall be in .pdf or .xls (where required) format on a thumb drive. All attachments required for the Respondent to complete must be submitted in the requested electronic format listed in Section 8 (.pdf or .xls)
- 4.3.5** All copies of the Response must be identical. In the event of any discrepancies between any copies of the Response, the paper copy marked as the “Original Response” shall control.
- 4.3.6** Responses must be complete when submitted. No additional documentation will be allowed or considered after the Response is submitted. Responses shall be opened at the date and time set forth in Section 2.

5. EVALUATION OF RESPONSES

Phase One:

- 5.1 Committee Established by City.** Responses shall be evaluated and scored by a Committee established by the City. Avail will assist the Committee in an advisory capacity only.
- 5.2 Initial Analysis.** After the Responses are opened, Avail will initially analyze the Responses and prepare an analysis for the Committee.
- 5.3 Committee Meeting.** After Avail prepares the analysis, the Committee shall meet to discuss the Responses. The Committee shall meet to evaluate and score the Responses based on the evaluation criteria below. Avail will be present at the Committee meeting to assist and advise the Committee.
- 5.4 Scoring.** The Committee shall score each Response based on the following criteria:

<u>Category</u>	<u>Maximum Points</u>
Experience and Qualifications	20
Scope of Services	40
Price	40
Total	100

- 5.5 Identification of Competitive Range of Responses.** After all Responses are scored, the Committee shall identify a competitive range of Responses reasonably susceptible of award. The Committee has the sole discretion to determine what constitutes a competitive range.

Phase Two: After the Evaluation Committee has identified the short-list of Responses, Phase Two will proceed as follows:

5.6 Employee Benefits Negotiating Team. A negotiating team will negotiate with the Respondent(s) whose Response is within the short-list of competitive Responses reasonably susceptible of award.

5.7 Non-Competitive Response Not Negotiable. The team will not negotiate with Respondents who submitted Responses that did not make the short-list.

5.8 Effect of Phase One Evaluation or Selection for Negotiation. No presumption of preference or merit in the negotiation process or contract award shall arise from the scores awarded during the evaluation phase and such scores shall not carry over to the negotiation phase. The negotiation team is not bound by the Phase One scoring and will have full authority to reassess any evaluation phase determinations and may consider all information that comes to its attention during the negotiations. Selection for negotiation shall not constitute an award or the acceptance of an offer, and the Respondent acquires no rights as a result of having been selected for negotiation.

5.9 Negotiations. The negotiating team may negotiate sequentially or concurrently (or a combination of both) and may at any time during the negotiation phase eliminate a respondent from further consideration. The team may conclude negotiations at any time and proceed to make a recommendation to the City Manager who will make a recommendation to the City Commission.

Respondents may provide additional information during the negotiation phase. The City reserves the right to negotiate different terms and related price adjustments if the City determines that such changes would provide the best value to the City.

The negotiation team may address proposed alternative terms during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

5.10 Selection Criteria. The City intends to award the contract(s) which provide the best value and meet the objectives of this ITN as set forth above. The criteria the negotiating team will use to determine which Response provides the best value during the negotiation phase are:

5.10.1 The extent to which the services proposed by the Respondent meet the needs of the City, its employees and retirees.

5.10.2 The Respondent's experience and performance record of providing the proposed services.

5.10.3 The pricing offered by the Respondent.

5.10.4 The Respondent's ability to meet the goals of this ITN through the proposed services.

5.11 Conduct of Negotiations. Negotiations may be conducted in-person or by electronic means. Respondents who submit Responses on the short-list of Responses shall provide advance written notice to the negotiating team if they believe any portion of a negotiation meeting is exempt from public records laws and ordinances because it covers proprietary or trade secret information.

5.12 Rights of Employee Benefits Negotiating Team. The negotiating team may:

5.12.1 Schedule additional negotiating sessions with any or all Respondents.

5.12.2 Require any or all Respondents to provide additional, revised, or final written responses addressing specified topics.

5.12.3 Require any or all Respondents to provide written best and final offer(s).

5.12.4 Require any or all Respondents to address services, prices, or conditions offered by any other Respondent.

5.12.5 Pursue a contract with one (1) or more Respondents for the services encompassed by this ITN, any addenda thereto, and any request for additional, revised, or final written replies or request for best and final offers.

5.12.6 Arrive at an agreement with any Respondent(s), finalize principal contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.

5.12.7 Decline to conduct further negotiations with any Respondent.

5.12.8 Re-open negotiations with any Respondent.

5.12.9 Take any additional administrative steps deemed necessary in determining the contract award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.

5.12.10 The City, through the negotiating team, has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondent(s) affected, and whether to provide concurrent public notice of such decision.

5.13 **Selection.** After negotiations are concluded, the negotiating team will recommend the Respondent(s) whose Response offers the best value to the City and its members to be compared to the current fully-insured program's renewal. Recommendations shall be made based on the majority vote of the negotiating team, taking into account the selection criteria above.

5.14 **Notice of Ranked Respondents.** Notice of ranked Respondents shall be posted when the negotiating team forwards its recommendation(s) to the City Manager. If the team elects not to recommend that any Response be compared to the current fully-insured program's renewal, notice of intent not to compare and award shall be posted.

5.15 **City Commission Action.** After the time for protests has elapsed, the City Manager shall recommend to the City Commission. The City Commission shall vote on whether to accept the City Manager's recommendation(s). If the City Commission rejects a recommendation, the City Commission may negotiate further any term, condition, specification (including price), and other requirement with the recommended Respondent(s).

6. GENERAL TERMS AND CONDITIONS

6.1 Rejection of Responses. The City reserves the right to reject any and all Responses.

6.2 Waiver of Technicalities and Irregularities. The City reserves the right to waive any irregularities, technicalities, or formalities in any Response.

6.3 Irrevocability of Response. A Response may not be withdrawn without the written consent of the City Manager.

6.4 Applicable Law. Respondents will comply with all applicable Federal, State and Local laws, statutes, regulations, and ordinances, including but not limited to City of Wauchula policies, procedures, ordinances, and regulations. This ITN and any contract awarded under it is governed and interpreted by the laws of the State of Florida. Venue

for any action shall lie in the Circuit Court in and for Hardee County, Florida.

- 6.5 No Reliance on Other Information.** Respondents shall rely solely on this ITN, its attachments, and any written addenda thereto. Information obtained from any other source is not binding and shall not be relied upon.
- 6.6 Public Records Law.** Response openings will be public on the date and time they are opened. The public opening will acknowledge receipt of the Responses only. The information contained in Responses will not become public record until thirty (30) days after the date of opening or until the posting of a recommendation for award, whichever occurs first. Thereafter, Responses and all information contained therein will be open for inspection in accordance with Florida public records laws. To the extent a Respondent asserts that any portion of its Response is exempt from disclosure under Florida's public records laws, the Respondent, in its Response, must identify the information it asserts is exempt from disclosure and the specific statutory basis for the exemption. The City retains the sole right to determine, subject to applicable laws and regulations, whether the information identified by the Respondent is exempt from disclosure. The City shall not be liable to the Respondent for releasing any information in response to a public record request regardless of whether the information is exempt from disclosure.
- 6.7 Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a Response, a Respondent certifies compliance with Section 287.133, Florida Statutes, and with all other applicable laws and regulations regarding public entity crimes.
- 6.8 Conflict of Interest.** This ITN is subject to the provisions of Chapter 112, Florida Statutes, which among other things sets forth restrictions on the ability of City employees acting in a private capacity to do business with the City. Respondents must disclose the name of any employees who are also employed by the City.
- 6.9 Cone of Silence.** Respondents and their lobbyists are prohibited from having any communication concerning this ITN with any Commissioner, Commissioner candidate, City Manager, City Manager candidate, and/or City employee beginning at the time this ITN is posted and continuing until the contract is awarded approved by the Commission. The City shall reject as non-responsive any Response submitted by a Respondent who violates this provision.
- 6.10 No Gratuities.** Respondents and their lobbyists are prohibited from providing or offering to provide any gratuity, favor, or other item of value for the purpose of influencing the decision regarding this ITN. The City shall reject as non-responsive any Response submitted by a Respondent who violates this provision.
- 6.11 Non-Discrimination.** Respondent shall not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin, or any other class protected under state or federal law. Respondent shall fully comply with all applicable Americans with Disabilities Act laws and regulations.
- 6.12 Deviations from ITN.** The awarded Firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Invitation to Negotiate. The decision as to whether an item fully complies with the stated requirements rests solely with the City.
- 6.13 Vendor Registration.** If awarded the contract, the Respondent must complete any required vendor registration process prior to execution of the contract.
- 6.14 Protest of Award.** Any Respondent who desires to protest the Committee's scoring decision shall file a

notice of protest, in writing, within 72 hours after the notice of ranked Respondents, and shall file a formal written protest within 10 calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the City is closed shall be excluded from the computation of the 72-hour notice of protest period. Protests are governed by and must comply with all applicable provisions of the City of Wauchula Purchasing Policy. Notices of protest and formal written protests shall be filed at 126 S. 7th Avenue, Wauchula, FL 33873. Failure to timely file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

7. TERMS OF CONTRACT AWARDED UNDER THIS ITN

Respondents agree that the following contract terms shall be included in any contract awarded under this ITN, unless these terms are modified or waived by the City at its sole discretion. All references to a “contractor” in this Section refer to the Respondent who is awarded the contract under this ITN. The City reserves the right to include additional terms in the contract.

7.1 Cancellation. The contract may be cancelled by the City for any reason upon thirty (30) days advance written notice.

7.2 Indemnification. To the extent permitted by law, contractor shall defend, indemnify, and hold harmless the City, its officers and employees from any and all claims, liabilities, damages, losses, including but not limited to reasonable attorney’s fees, arising from the actual or alleged negligence, recklessness, intentional misconduct, and/or any other act or omission of contractor, its employees, officers, or agents, committed in connection with contractor’s performance of the contract.

7.3 Insurance. Without limiting its liability, the contractor shall be required to procure and maintain during the life of the contract, at its own expense, insurance of the types and in the minimum amounts stated below as will protect the contractor and the City from claims which may arise out of or result from the performance of the contract.

7.3.1 Workers’ Compensation Insurance covering all employees in compliance with applicable state and federal laws. Such insurance must include Employer’s Liability Coverage with a minimum limit of \$1,000,000 for each accident.

7.3.2 Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Such insurance shall include Premises and/or Operations Coverage; Independent Contractors and Products and/or Completed Operations Coverage; Broad Form Property Damage Coverage; and Contractual Liability Endorsement.

7.3.3 Business Vehicular Liability Insurance with minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. Such insurance shall include Owned Vehicles Coverage, Hired and Non-Owned Vehicles Coverage and Employees Non-Ownership Coverage.

7.3.4 Professional Liability (Errors and Omissions) Coverage with minimum limits of \$1,000,000 per occurrence with respect to negligent acts, errors, or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000 each claim.

7.3.5 The City shall be listed as an Additional Insured on the Comprehensive General Liability policy. In the event such a policy expires prior to the termination of the contract, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

7.3.6 Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors

comply with the same insurance requirements herein. All certificates of insurance must be on file with and approved by the City before the commencement of performance under the contract. Waivers of subrogation shall also be provided upon approval of the applicable insurers.

7.3.7 The contractor shall “flow down” the requirements of this provision to all subcontractors.

7.3.8 The limits of insurance required above must be retained throughout the term of the contract. The contractor must notify the City immediately if any of the required coverage limits are reduced due to claim activity or for any other reason.

7.3.9 Policies shall be written on an “occurrence” basis.

7.4 Designated Contact. Contractor shall appoint a person to act as the primary contact with the City. The person appointed as primary contact shall be readily available during normal business hours and have sufficient knowledge to communicate with the City regarding the terms of the contract and the insurance provided to City employees and retirees.

7.5 Ownership of Records. All records created for or provided to the City in connection with the contract shall become and remain the sole property of the City. Upon termination of the contract, the contractor shall deliver to the City all documents, including reports and all other data and material prepared or obtained by the contractor, in connection with the project.

7.6 Storage and Access to Records. All records of contractor and any subcontractor of contractor created or maintained in connection with the contract shall be made available, upon request by the City, for inspection and copying. Contractor shall maintain auditable records concerning the contract adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made.

8. LIST OF ATTACHMENTS

- 8.1** Supplemental Questionnaire (printed and electronic Responses (.pdf or .xls) to be completed by the Respondent)
- 8.2** Detailed Benefit Summary UnitedHealthcare, Choice Plus HSA Plan DU77 with Rx 570
- 8.3** UHC Rewards Payout Structure
- 8.4** Census Report (All active and retired employees including sex, zip, date of birth, employment status and coverage level)
- 8.5** Premium vs Claims Reports
 - 8.5.1** Premium vs Claims 10/01/2021 – 09/30/2022 *UHC can only go back 34 months of service and 36 months of paid*
 - 8.5.2** Premium vs Claims 01/01/2022 – 09/30/2022
 - 8.5.3** Premium vs Claims 10/01/2022 – 09/30/2023
 - 8.5.4** Premium vs Claims 10/01/2023 – 09/30/2024
 - 8.5.5** Premium vs Claims 10/01/2024 – 11/30/2024
 - 8.5.6** Premium vs Claims 12/01/2022 – 11/30/2024
- 8.6** Current Plan Monthly Rate Contribution Table – 3 Year History
- 8.7** Current Plan Benefits Comparison Table (printed and electronic Responses (.xls) to be completed by the Respondent)
- 8.8** Proposed Plan Rate Table (printed and electronic Responses (.xls) to be completed by the Respondent)
- 8.9** Certification of Compliance with Debarment Regulations

The following reports were requested from UnitedHealthcare but not received:

- High Cost Claims by Claimant with diagnosis, claim amount, date of service, and if ongoing
- Top 25 Drugs by Prescription to include Drug name, NDC, Dosage, and Tiering Structure

- Top 25 Providers
 - Inpatient to include Provider name, 9-Digit TIN, NPI, zip code, claims amount, and number of visits
 - Outpatient to include Provider name, 9-Digit TIN, NPI, zip code, claims amount, and number of visits

UnitedHealthcare gave the response: “We cannot release due to size.”

City of Wauchula Employee Medical Self-Funded Pools Invitation to Negotiate

Supplemental Questionnaire

1. Experience and Qualifications:

- 1.1. Provide a minimum of two (2) Florida city municipality groups that are currently your clients: (preferably of similar demographics to City of Wauchula)
 - 1.1.1. Name, Address, Phone number and Contact person
 - 1.1.2. Number of members insured in each group
 - 1.1.3. Length of time as a client

2. Scope of Services:

- 2.1. Complete the provided Benefit Comparison Table for the closest medical plan being quoted.
 - 2.1.1. Identify and detail any differences from current plan design – **Attachment 8.7**.
 - 2.1.2. If your company offers other plan designs, please include a detailed benefit description separately.
- 2.2. Network discounts and strength:
 - 2.2.1. Discuss your network discounts that relate to this group.
 - 2.2.2. Describe your network strengths that relate to this group.
 - 2.2.3. What is your new provider outreach and contracting process?
- 2.3. Identify if the Deductible and Out of Pocket Maximum(s) being quoted for each line are embedded or non-embedded.
- 2.4. Describe and list any “Loss Control” mechanisms that your plans have included to help the City of Wauchula prevent misuse and abuse of benefits (examples: prior authorizations for medical procedures or medications, step therapy for medications, etc.).
- 2.5. Describe the direct service team that the City of Wauchula and Agent of Record/Contract Effectuator will work with for daily service activities and functions.
- 2.6. Loss history and utilization reporting (list all reports available):
 - 2.6.1. How often are reports provided?
 - 2.6.1.1. What are typical claims reporting lag timeframes?
 - 2.6.1.2. Are typical reports based on paid claims or incurred claims?
 - 2.6.2. Describe details provided in the reports (examples: standard monitoring, pharmacy utilization, high-cost claims, medical loss ratio and wellness utilization)?
- 2.7. Employee health and wellness programs:
 - 2.7.1. Describe health and wellness programs included at no additional costs.
 - 2.7.2. Describe health and wellness programs available with additional costs.

2.7.3. Describe the ability for stated health and wellness programs to target specific conditions. Please list targeted conditions (diabetes, heart disease, etc.) and communication methods used in initiatives (letters, phone, email, social media, etc.).

2.7.4. Is there a wellness fund included? If so, how much?

2.8. Weight loss programs:

2.8.1. The group is interested in receiving information and cost to include targeted weight loss programs such as covered prescriptions and procedures.

2.9. Member Health Spending Accounts

2.9.1. Describe any relationship your company might have with companies that offer Health Savings Accounts.

2.9.2. If any, does the company integrate insurer claims into member account management or any other integrated benefits?

2.9.3. List any fees that the City of Wauchula or its members will incur for utilization of such accounts.

2.10. COBRA

2.10.1. Describe if your company offers COBRA administration. Please list all lines administered and the cost of each line of business being administered.

2.10.2. Does your company provide COBRA administration to lines administered outside of your company?

2.11. Employee Assistance Program (EAP)

2.11.1. Describe if your company offers Employee Assistance Programs and if they are offered at an additional cost.

2.12. Benefits Administration System

2.12.1. Does your company provide a Benefits Administration System? If so, provide name of system and describe its functionalities. Is there an additional cost?

3. Pricing:

3.1. Complete the Proposed Plan Rate Table for the closest medical plan being quoted – Attachment 8.8.

3.2. Identify any pooling point and associated costs with each plan (when applicable) being quoted.

3.3. Describe any available profit-sharing programs being offered.

3.4. Describe renewal rating process to be utilized.

3.5. Describe timeline of renewal calculation and renewal offer.

3.6. Describe methodology utilized in renewal calculation (please describe variances (if any) from first year renewal calculations and subsequent annual renewal calculations).










3.7. Describe any rate guarantees or rate caps available.

3.8. The City of Wauchula is currently offering a Health Savings Account contribution to employees. Is there a maximum allowed employer contribution to these type accounts that could cause a premium re-rating issue (Example: Funding a Health Savings Account to more than 50% of EE only deductible)?

- 3.9. Please list the past 5 years of annual pool rates.
- 3.10. Acentria Public Risk has an agreement with the City of Wauchula to act as their Agent of Record/Contract Effectuator. Please advise if you will include commissions in your pricing if the City of Wauchula chooses to do so. However, for purposes of this ITN, all pricing should exclude commissions.

Choice Plus plan details, all in one place.

Use this benefit summary to learn more about this plan's benefits, ways you can get help managing costs and how you may get more out of this health plan.

Check out what's included in the plan		Choice Plus
	Network coverage only You can usually save money when you receive care for covered health care services from network providers.	<input type="checkbox"/>
	Network and out-of-network benefits You may receive care and services from network and out-of-network providers and facilities — but staying in the network can help lower your costs.	<input checked="" type="checkbox"/>
	Primary care physician (PCP) required With this plan, you need to select a PCP — the doctor who plays a key role in helping manage your care. Each enrolled person on your plan will need to choose a PCP.	<input type="checkbox"/>
	Referrals required You'll need referrals from your PCP before seeing a specialist or getting certain health care services.	<input type="checkbox"/>
	Preventive care covered at 100% There is no additional cost to you for seeing a network provider for preventive care.	<input checked="" type="checkbox"/>
	Pharmacy benefits With this plan, you have coverage that helps pay for prescription drugs and medications.	<input checked="" type="checkbox"/>
	Tier 1 providers Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.	<input checked="" type="checkbox"/>
	Freestanding centers You may pay less when you use certain freestanding centers — health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.	<input type="checkbox"/>
	Health savings account (HSA) With an HSA, you've got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.	<input checked="" type="checkbox"/>

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

Medical Benefits

	In Network	Out-of-Network
Annual Medical Deductible		
Single Coverage	\$2,500	\$5,000
Family Coverage	\$5,000	\$10,000

No one in the family is eligible for benefits until the family coverage deductible is met.

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

Annual Out-of-Pocket Limit		
Individual	\$5,000	\$10,000
Family	\$10,000	\$20,000

All individual out-of-pocket maximum amounts will count toward the family out-of-pocket maximum, but an individual will not have to pay more than the individual out-of-pocket maximum amount.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of-pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services	Designated Network	Network	Out-of-Network
Preventive Care Services			
Preventive Care Services		No copay	40% *
Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible. An Out-of-Network deductible does not apply for Child Health Supervision Services.			
Includes services such as Routine Wellness Checkups, Immunizations, Breast Pumps, Mammography and Colorectal Cancer Screenings.			
Office Services - Sickness & Injury			
Primary Care Physician		10% *	40% *
Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.			
Telehealth is covered at the same cost share as in the office.			
Specialist		10% *	40% *
Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.			
Telehealth is covered at the same cost share as in the office.			
Urgent Care Center Services		10% *	10% *

*After the Annual Medical Deductible has been met.

*Prior Authorization Required. Refer to COC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Virtual Care Services

No copay

40% *

Network Benefits are available only when services are delivered through a Designated Virtual Network Provider for 24/7 Virtual Visit services only. You can find a 24/7 Virtual Visit Provider by contacting us at myuhc.com® or the telephone number on your ID card. Access to 24/7 Virtual Visits and prescription services may not be available in all states or for all groups.

Emergency Care

Ambulance Services - Emergency Medical Condition
Ambulance

Air Ambulance

10% *

10% *

Ground Ambulance

10% *

10% *

Transportation costs of a newborn to the nearest appropriate facility for treatment are covered for both Air Ambulance and Ground Ambulance.

Ambulance Services - Non-Emergency Medical Condition
Ambulance¹

Air Ambulance

10% *

10% *

Ground Ambulance

10% *

10% *

Transportation costs of a newborn to the nearest appropriate facility for treatment are covered for both Air Ambulance and Ground Ambulance.

Dental Services - Accident Only

10% *

10% *

Emergency Health Care Services - Outpatient¹

10% *

10% *

Inpatient Care

Congenital Heart Disease (CHD) Surgeries¹

10% *

40% *

Habilitative Services - Inpatient¹

The amount you pay is based on where the covered health care service is provided.

Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.

Hospital - Inpatient Stay¹

10% *

40% *

Skilled Nursing Facility/Inpatient Rehabilitation Facility Services¹

10% *

40% *

Limited to 60 days per year.

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Designated Network

Network

Out-of-Network

Outpatient Care

Habilitative Services - Outpatient

10% *

40% *

Limits will be the same as, and combined with, those stated under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment.

Visit limits for physical, occupational and speech therapies do not apply for Autism Spectrum Disorder up to the age of eighteen (18).

Home Health Care¹

10% *

40% *

Limited to 60 visits per year.

One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.

Lab, X-Ray and Diagnostic - Outpatient - Lab Testing¹

No copay *

40% *

40% *

Lab, X-Ray and Diagnostic - Outpatient - X-Ray and other Diagnostic Testing¹

10% *

40% *

Major Diagnostic and Imaging - Outpatient¹

10% *

40% *

40% *

You may have to pay an extra copay, deductible or coinsurance for physician fees or pharmaceutical products.

Physician Fees for Surgical and Medical Services

10% *

10% *

Rehabilitation Services - Outpatient Therapy and Manipulative Treatment

10% *

40% *

Limited to 20 visits of cognitive rehabilitation therapy per year.

Limited to 20 visits of occupational therapy per year.

Limited to 20 visits of physical therapy per year.

Limited to 20 visits of pulmonary rehabilitation therapy per year.

Limited to 20 visits of speech therapy per year.

Limited to 26 visits of manipulative treatments per year.

Limited to 30 visits of post-cochlear implant aural therapy per year.

Limited to 36 visits of cardiac rehabilitation therapy per year.

Visit limits for physical, occupational and speech therapies do not apply for Autism Spectrum Disorder up to the age of eighteen (18).

Scopic Procedures - Outpatient Diagnostic and Therapeutic

10% *

40% *

Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.

Surgery - Outpatient¹

10% *

40% *

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Therapeutic Treatments - Outpatient¹

Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.

	Designated Network	Network	Out-of-Network
Therapeutic Treatments - Outpatient ¹		10% *	40% *
Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.			
Supplies and Services			
Diabetes Self-Management Items ¹		The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Prescription Drug Benefits Section.	
Diabetes Self-Management and Training/Diabetic Eye Exams/Foot Care ¹		The amount you pay is based on where the covered health care service is provided.	
Durable Medical Equipment (DME), Orthotics and Supplies ¹		10% *	40% *
Limited to a single purchase of a type of DME or orthotic every 3 years.			
Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums.			
Enteral Nutrition		10% *	40% *
Hearing Aids		10% *	40% *
Limited to \$2,500 per year.			
Limited to a single purchase per hearing impaired ear every 3 years.			
Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.			
Ostomy Supplies		10% *	40% *
Limited to \$2,500 per year.			
Pharmaceutical Products - Outpatient		10% *	40% *
This includes medications given at a doctor's office, or in a covered person's home.			
Prosthetic Devices ¹		10% *	40% *
Limited to a single purchase of each type of prosthetic device every 3 years.			
Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.			
Urinary Catheters		10% *	40% *
Pregnancy			
Pregnancy - Maternity Services ¹		The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.	

^{*}After the Annual Medical Deductible has been met.
¹Prior Authorization Required. Refer to COC/SBN.

Copays (\$) and Coinsurance (%) for Covered Health Care Services	Designated Network	Network	Out-of-Network
Mental Health Care & Substance Related and Addictive Disorder Services			
Inpatient ¹		10% *	10% *
Intensive Behavioral Therapy (e.g. ABA) ¹		10% *	40% *
Other Outpatient Services, including Partial Hospitalization/Day Treatment/High Intensity Outpatient/Intensive Outpatient Treatment ¹		10% *	40% *
Outpatient Office Visits		10% *	40% *
Other Services			
Bones or Joints of the Jaw and Facial Region ¹		10% *	40% *
Cellular and Gene Therapy ¹		The amount you pay is based on where the covered health care service is provided.	
For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider.			
Cleft Lip/Cleft Palate Treatment ¹		10% *	40% *
Clinical Trials ¹		The amount you pay is based on where the covered health care service is provided.	
Dental Services - Anesthesia and Hospitalization ¹		10% *	40% *
Fertility Preservation for Iatrogenic Infertility ¹		10% *	40% *
Limited to \$20,000 per Covered Person per lifetime.			
Limited to \$5,000 for Prescription Drug Products per Covered Person.			
Limited to 1 cycle of fertility preservation for Iatrogenic Infertility per lifetime.			
This Benefit limit will be the same as, and combined with, those stated under Preimplantation Genetic Testing (PGT) and Related Services.			
Gender Dysphoria ¹		The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.	
Limits for voice modification therapy and/or voice lessons will be the same as, and combined with, outpatient speech therapy limits as described under Habilitative Services and Rehabilitation Services Outpatient Therapy and Manipulative Treatment.			
Hospice Care ¹		10% *	40% *
Osteoporosis Treatment ¹		10% *	40% *
Preimplantation Genetic Testing (PGT) and Related Services ¹		10% *	40% *
Benefit limits for related services will be the same as, and combined with, those stated under Fertility Preservation for Iatrogenic Infertility. This limit does not include Preimplantation Genetic Testing (PGT) for the specific genetic disorder. This limit includes Benefits for ovarian stimulation medications provided under the Outpatient Prescription Drug Rider.			

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Reconstructive Procedures¹

Designated Network

Network

Out-of-Network

The amount you pay is based on where the covered health care service is provided.

Transplantation Services¹

The amount you pay is based on where the covered health care service is provided.

Network Benefits must be received from a Designated Provider.

^{*}After the Annual Medical Deductible has been met.
¹Prior Authorization Required. Refer to COC/SBN.

Pharmacy Plan Details	
Pharmacy Network	National
Prescription Drug List	Advantage

In Network and Out of Network

Annual Pharmacy Deductible	
Individual	See the Annual Medical Deductible section
Family	See the Annual Medical Deductible section

Annual Deductible - Network and Out-of-Network

The Pharmacy Deductible is the amount you pay for pharmacy expenses per year before you begin to receive Pharmacy Benefits.

Prescription Drug Product Tier Level	Up to a 31-day supply		Up to a 90-day supply
	In-Network Retail Pharmacy	Out-of-Network Retail Pharmacy	In-Network Mail Order Pharmacy**
Tier 1 \$	\$10*	\$10*	\$25*
Tier 2 \$\$	\$35*	\$35*	\$87.50*
Tier 3 \$\$\$	\$70*	\$70*	\$175*

* After the Annual Pharmacy Deductible has been met.

** Only certain Prescription Drug Products are available through mail order; please visit myuhc.com® or call Customer Care at the telephone number on the back of your ID card for more information. You will be charged a retail Copayment and/or Coinsurance for 31 days or 2 times for 60 days based on the number of days supply dispensed for any Prescription Order or Refills sent to the mail order pharmacy. To maximize your Benefit, ask your Physician to write your Prescription Order or Refill for a 90-day supply, with refills when appropriate, rather than a 30-day supply with three refills.

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3.

If you are a member, you can find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuhc.com® or calling the Customer Care number on your ID card. If you are not a member, you can view prescription information at welcometouhc.com > Benefits > Pharmacy Benefits.

For an out-of-network Pharmacy, you may have to pay the difference between the out-of-network reimbursement rate and the pharmacy's usual and customary charge.

Here's an example of how the plan's costs come into play.

Attachment 8.

Item # 15.

1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your **deductible**, which is the amount you pay before your health plan pays a portion.

YOU PAY 100%

2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your **coinsurance**.*

YOU PAY 20%*

YOUR PLAN PAYS 80%

3 When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your **out-of-pocket limit** is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

YOUR PLAN PAYS 100%

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or **copay**—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

* Your coinsurance may vary by service. This example is for illustrative purposes only.

More ways to help manage your health plan and stay in the loop.



Search the network to find doctors.

You can go to providers in and out of our network — but when you stay in network, you'll likely pay less for care. To get started:

- Go to welcometouhc.com > **Benefits** > **Find a Doctor or Facility**.
- Choose **Search for a health plan**.
- Choose **Choice Plus** to view providers in the health plan's network.



Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- Go to welcometouhc.com > **Benefits** > **Pharmacy Benefits**.
- Select **Advantage** to view the medications that are covered under your plan.



Access your plan online.

With myuhc.com®, you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health plan at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.

Good stuff
that's good
to know.

I dig it!

Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Acupuncture
- Bariatric Surgery
- Cosmetic Surgery
- Dental Care (Adult/Child)
- Glasses
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Private-Duty Nursing
- Routine Eye Care (Adult/Child)
- Routine Foot Care
- Weight Loss Programs

Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at an In-Network Retail Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The In-Network Retail Pharmacy Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from an In-Network Mail Order Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Retail Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Certain Prescription Drug Products for which Benefits are described under the Prescription Drug Rider are subject to step therapy requirements. In order to receive Benefits for such Prescription Drug Products you must use a different Prescription Drug Product(s) first. You may find out whether a Prescription Drug Product is subject to step therapy requirements by contacting us at myuhc.com or the telephone number on your ID card.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at myuhc.com or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by an In-Network Mail Order Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how In-Network Mail Order Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuhc.com or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through an In-Network Mail Order Pharmacy or Preferred 90 Day Retail Network Pharmacy.

Other important information about your benefits.

Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

- A Pharmaceutical Product for which Benefits are provided in your Certificate.
- A Prescription Drug Product with either: an approved biosimilar, a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.
- Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare).
- Any product dispensed for the purpose of appetite suppression or weight loss.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products even when used for the treatment of Sickness or Injury, except as required by state mandate.
- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee.
- Certain Prescription Drug Products for tobacco cessation.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available.
- Certain Prescription Drug Products that are FDA approved as a package with a device or application, including smart package sensors and/or embedded drug sensors.
- Certain compounded drugs.
- Diagnostic kits and products, including associated services.
- Drugs available over-the-counter.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Durable Medical Equipment, including certain insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are provided in your Certificate. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.
- Experimental or Investigational or Unproven Services and medications.
- General vitamins, except Prenatal vitamins, vitamins with fluoride, and single entity vitamins when accompanied by a Prescription Order or Refill.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).
- Medications used for cosmetic or convenience purposes.
- Prescription Drug Products dispensed outside the United States, except as required for Emergency Medical Condition treatment.
- Prescription Drug Products when prescribed to treat infertility. This exclusion does not apply to Prescription Drug Products prescribed to treat Iatrogenic Infertility and Preimplantation Genetic Testing (PGT) as described in the Certificate.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Care Service.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator:

Online: UHC_Civil_Rights@uhc.com

Mail: Civil Rights Coordinator

UnitedHealthcare Civil Rights Grievance
P.O. Box 30608, Salt Lake City, UT 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m. You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at:

<http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 1-800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services,
200 Independence Avenue, SW Room 509F, HHH Building
Washington, D.C. 20201

We provide free services to help you communicate with us such as letters in others languages or large print. You can also ask for an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

ATENCIÓN: Si habla español (**Spanish**), hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

請注意：如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免付費會員電話號碼。

XIN LƯU Ý: Nếu quý vị nói tiếng Việt (**Vietnamese**), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

알림: 한국어 (**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

PAALALA: Kung nagsasalita ka ng Tagalog (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является русский (**Russian**). Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

توضيح: خدمات الترجمة متاحة مجاناً للأشخاص الذين يتحدثون اللغة العربية (**Arabic**)، يرجى الاتصال بالرقم المجاني المذكور على بطاقة هويتك. يمكنك أيضاً الاتصال بالرقم المجاني المذكور على بطاقة هويتك.

ATANSYON: Si w pale Kreyòl ayisyen (**Haitian Creole**), ou ka benefisye sèvis ki gratis pou ede w nan lang pa w. Tanpri rele nimewo gratis ki sou kat identifikasyon w.

ATTENTION : Si vous parlez français (**French**), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po polsku (**Polish**), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO: Se você fala português (**Portuguese**), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

ATTENZIONE: in caso la lingua parlata sia l'italiano (**Italian**), sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie Deutsch (**German**) sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項：日本語 (**Japanese**) を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

توجه: اگر زبان شما فارسی (**Farsi**) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

ध्यान दें: यदि आप हिंदी (**Hindi**) बोलते हैं, आपको भाषा सहायता सेवाएं, नशुल्क उपलब्ध हैं। कृपया अपने पहचान पत्र पर सूचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

CEEB TOOM: Yog koj hais Lus Hmoob (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj cim qhia tus kheej.

ΠΡΟΣΟΧΗ : Αν μιλάτε Ελληνικά (**Greek**), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείστε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

PAKDAAR: Nu saritaem ti Ilocano (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyan. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

DÍI BAA' ÁKONÍNÍZIN: Diné (**Navajo**) bizaad bee yánílti'go, saad bee áka'anída'awo'ígíí, t'áá jíik'eh, bee ná'ahóót'i'. T'áá shq'odí ninaaltsoos nítł'izi bee nééhozinígíí bine'déé' t'áá jíik'ehgo béesh bee hane'í biká'ígíí bee hodiilnih.

OGOW: Haddii aad ku hadasho Soomaali (**Somali**), adeegyada taageerada luqadda, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

ગુજરાતી (Gujarati): ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વગરના મૂલ્યે પ્રાપ્ય છે. મહેરબાની કરી તમારા આઈડી કાર્ડની સૂચિ પર આપેલા સભ્ય માટેના ટોલ-ફ્રી નંબર ઉપર કોલ કરો.

UHC Rewards payout structure

	Action	Description	
One-time activities	Complete health survey	Learn how your health journey is going and offers to help improve your well being	\$25
	Get a biometric screening*	Complete annual bloodwork and measurements	\$75
	Go paperless	Switch to paperless communications	\$5
	Flu shot*	Get an annual flu shot	\$30
	Annual checkup*	Complete an annual checkup to support health and prevent illness	\$50
	24/7 Virtual Visit*	Talk to a provider by video for common urgent care needs	\$30
	Get a cervical screening*	Regular screening tests can help find changes in the cervix that can be treated before they become cancer	\$75
	Get a breast screening*	A mammogram can usually find breast changes that could be cancer years before symptoms develop	\$75
Tracker base	Get a cost estimate	A cost estimate informs you of the expected cost for an upcoming visit or service	\$40
	Connect a tracker	Automatically track activities	\$65
	Daily activity – goal 1	Track 15 active minutes or 5K steps per day	\$0.75
	Daily activity – goal 2	Track 30 active minutes or 10K steps per day	\$1.25
	Fitness challenge – weekly goal	Complete the daily activity goals 5 out of 7 days (Sunday to Saturday)	\$5
	Sleep tracking	Track sleep for 14 days	\$10
	Sleep challenge – weekly goal	Track 7 hours of sleep for 5 out 7 nights (Sunday to Saturday)	\$5
Maximum annual incentive			\$1,000



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*Claims based

Relationship	Benefit	Sex	DOB	Marital Status	Class	Zip	Coverage Level
Employee	Medical	M	4/6/1992	Married	Active Member	33834	Employee + Spouse
Spouse	Medical	F	9/20/1996	Married	Active Member	33834	Employee + Spouse
Employee	Medical	F	3/17/1976		Active Member	33873-2531	Employee
Employee	Medical	F	11/14/1961	Single	Active Member	33873	Employee
Employee	Medical	F	9/29/1993	Single	Active Member	33873	Employee
Employee	Medical	M	5/4/2000	Single	Active Member	33873	Employee
Employee	Medical	M	12/3/1971	Married	Active Member	33825	Employee + Spouse
Spouse	Medical	F	12/18/1971	Married	Active Member	33825	Employee + Spouse
Employee	Medical	M	10/23/2003		Active Member	33873-8455	Employee
Employee	Medical	M	11/6/1964	Married	Active Member	33890	Employee + Family
Spouse	Medical	F	6/28/1969	Married	Active Member	33890	Employee + Family
Child	Medical	F	8/4/2000	Married	Active Member	33890	Employee + Family
Employee	Medical	F	10/26/1971	Married	Active Member	33890	Employee + Family
Spouse	Medical	M	6/11/1968	Married	Active Member	33890	Employee + Family
Child	Medical	M	6/14/2003	Married	Active Member	33890	Employee + Family
Employee	Medical	M	11/5/1973		Active Member	33852-9078	Employee
Employee	Medical	M	12/9/1985	Married	Active Member	33890-4767	Employee + Family
Spouse	Medical	F	3/17/1984	Married	Active Member	33890-4767	Employee + Family
Child	Medical	F	12/17/2007	Married	Active Member	33890-4767	Employee + Family
Child	Medical	M	8/8/2009	Married	Active Member	33890-4767	Employee + Family
Employee	Medical	F	11/30/1984	Married	Active Member	33834	Employee + Family
Spouse	Medical	M	9/26/1986	Married	Active Member	33834	Employee + Family
Child	Medical	M	12/17/2013	Married	Active Member	33834	Employee + Family
Child	Medical	F	5/27/2016	Married	Active Member	33834	Employee + Family
Employee	Medical	F	2/17/1984	Married	Active Member	33841	Employee
Employee	Medical	M	11/13/2002	Single	Active Member	33834	Employee
Employee	Medical	M	3/24/1964	Married	Active Member	33873	Employee
Employee	Medical	M	5/22/1970	Married	Active Member	33852-9615	Employee
Employee	Medical	M	10/26/2001		Active Member	33890-2700	Employee
Employee	Medical	M	9/18/1969	Married	Active Member	33875	Employee + Family
Spouse	Medical	F	3/22/1971	Married	Active Member	33875	Employee + Family
Child	Medical	F	8/24/1999	Married	Active Member	33875	Employee + Family
Child	Medical	F	7/1/2010	Married	Active Member	33875	Employee + Family
Employee	Medical	M	8/22/1989	Single	Active Member	33873	Employee
Employee	Medical	F	12/2/1994	Married	Active Member	33873	Employee + Spouse
Spouse	Medical	M	6/7/1987	Married	Active Member	33873	Employee + Spouse
Employee	Medical	F	8/20/1981	Single	Active Member	33873	Employee + Child(ren)
Child	Medical	F	4/29/2014	Single	Active Member	33873	Employee + Child(ren)
Employee	Medical	M	10/20/1974	Divorced	Active Member	33872-2359	Employee + Child(ren)
Child	Medical	M	6/15/2002	Divorced	Active Member	33872-2359	Employee + Child(ren)
Child	Medical	F	12/23/2004	Divorced	Active Member	33872-2359	Employee + Child(ren)
Child	Medical	F	1/18/2002	Divorced	Active Member	33872-2359	Employee + Child(ren)
Employee	Medical	M	4/30/1998		Active Member	33873-2027	Employee
Employee	Medical	F	5/20/1972	Married	Active Member	33834	Employee
Employee	Medical	M	11/19/1969	Single	Active Member	33834-0344	Employee + Child(ren)
Child	Medical	M	6/8/2005	Single	Active Member	33834-0344	Employee + Child(ren)
Child	Medical	M	5/8/2007	Single	Active Member	33834-0344	Employee + Child(ren)
Employee	Medical	M	10/14/1970	Married	Active Member	33873	Employee + Child(ren)

Child	Medical	F	9/11/2017	Married	Active Member	33873	Employee + Child(ren)
Employee	Medical	F	12/26/2000	Married	Active Member	33873-3233	Employee
Employee	Medical	M	4/16/1989	Single	Active Member	33834	Employee
Employee	Medical	M	8/14/1972	Single	Active Member	33834	Employee
Employee	Medical	M	7/12/1970	Married	Active Member	33873	Employee
Employee	Medical	M	10/1/1963	Married	Active Member	33873-8638	Employee
Employee	Medical	M	4/26/2006		Active Member	33873-9409	Decline
Employee	Medical	M	2/15/1962	Divorced	Retiree	33834-2058	Employee
Employee	Medical	M	7/15/1968		Active Member	33825-8696	Employee
Employee	Medical	M	7/24/1991		Active Member	33954-3847	Employee
Employee	Medical	M	2/26/1969	Married	Active Member	33890-1276	Employee
Employee	Medical	F	12/28/1992	Married	Active Member	33873	Employee
Employee	Medical	M	6/7/2005	Single	Active Member	33872-2805	Decline
Employee	Medical	M	7/14/1989	Married	Active Member	33873-2547	Employee
Employee	Medical	F	10/12/1989		Active Member	33873-2547	Employee + Child(ren)
Child	Medical	M	1/4/2024		Active Member	33873-2547	Employee + Child(ren)
Employee	Medical	M	11/15/2001		Active Member	33825-8386	Employee
Employee	Medical	M	5/27/2005		Active Member	33870-2615	Employee
Employee	Medical	M	3/23/1984	Single	Active Member	33873-7000	Employee + Child(ren)
Child	Medical	F	12/2/2006	Single	Active Member	33873-7000	Employee + Child(ren)
Child	Medical	F	1/25/2006	Single	Active Member	33873-7000	Employee + Child(ren)
Child	Medical	F	1/25/2008	Single	Active Member	33873-7000	Employee + Child(ren)
Child	Medical	F	1/25/2008	Single	Active Member	33873-7000	Employee + Child(ren)
Child	Medical	M	5/28/2015	Single	Active Member	33873-7000	Employee + Child(ren)
Employee	Medical	M	1/31/2002	Single	Active Member	33873	Employee
Employee	Medical	M	9/5/1989	Married	Active Member	33873-2533	Employee + Family
Spouse	Medical	F	2/14/1990	Married	Active Member	33873-2533	Employee + Family
Child	Medical	F	12/18/2017	Married	Active Member	33873-2533	Employee + Family
Child	Medical	M	3/26/2014	Married	Active Member	33873-2533	Employee + Family
Employee	Medical	F	11/20/2004		Active Member	33890-3842	Employee
Employee	Medical	M	10/24/1968	Married	Active Member	33841	Employee + Spouse
Spouse	Medical	F	7/27/1990	Married	Active Member	33841	Employee + Spouse
Employee	Medical	F	5/20/1979	Married	Active Member	33825-9604	Employee + Child(ren)
Child	Medical	F	2/10/2003	Married	Active Member	33825-9604	Employee + Child(ren)
Child	Medical	M	11/16/2007	Married	Active Member	33825-9604	Employee + Child(ren)
Employee	Medical	M	4/10/2005		Active Member	33873-1429	Employee
Employee	Medical	M	1/26/1963	Single	Active Member	33873	Employee
Employee	Medical	M	11/19/1976	Married	Active Member	33873	Employee
Employee	Medical	M	2/28/1968	Married	Active Member	33873	Employee + Spouse
Spouse	Medical	F	2/25/1966	Married	Active Member	33873	Employee + Spouse
Employee	Medical	F	12/29/1977	Married	Active Member	33873	Employee + Family
Spouse	Medical	M	10/16/1975	Married	Active Member	33873	Employee + Family
Child	Medical	F	9/12/2011	Married	Active Member	33873	Employee + Family
Child	Medical	M	3/29/2010	Married	Active Member	33873	Employee + Family
Employee	Medical	M	3/17/1967	Single	Active Member	33873	Employee + Child(ren)
Child	Medical	F	11/3/2004	Single	Active Member	33873	Employee + Child(ren)
Employee	Medical	M	3/27/1993	Married	Active Member	33873	Employee + Family
Spouse	Medical	F	1/28/1995	Married	Active Member	33873	Employee + Family
Child	Medical	F	1/8/2020	Married	Active Member	33873	Employee + Family

Employee	Medical	M	5/19/2006		Active Member	33890-4760	Employee
Employee	Medical	M	7/5/1969	Single	Active Member	33873	Employee
Employee	Medical	F	8/17/1961	Married	Active Member	33834	Employee
Employee	Medical	M	7/4/1964	Married	Active Member	33890	Employee + Spouse
Spouse	Medical	F	6/28/1963	Married	Active Member	33890	Employee + Spouse
Employee	Medical	M	1/16/1968	Married	Active Member	33873	Employee
Employee	Medical	M	5/10/2003		Active Member	33872-1207	Decline
Employee	Medical	F	6/12/1987	Married	Active Member	33834-9712	Employee + Child(ren)
Child	Medical	M	6/2/2018	Married	Active Member	33834-9712	Employee + Child(ren)
Employee	Medical	F	10/21/1977	Married	Active Member	33873	Employee + Spouse
Spouse	Medical	M	8/13/1985	Married	Active Member	33873	Employee + Spouse
Employee	Medical	M	9/18/1996	Married	Active Member	33890	Employee + Spouse
Spouse	Medical	F	7/24/1995	Married	Active Member	33890	Employee + Spouse
Employee	Medical	M	1/13/1970	Married	Active Member	33852	Employee + Spouse
Spouse	Medical	F	8/20/1976	Married	Active Member	33852	Employee + Spouse
Employee	Medical	M	12/13/1961	Married	Active Member	33873	Employee + Spouse
Spouse	Medical	F	4/22/1963	Married	Active Member	33873	Employee + Spouse
Employee	Medical	M	1/5/1974	Married	Active Member	33873	Employee
Employee	Medical	F	11/14/1996		Active Member	33870-1504	Employee
Employee	Medical	F	3/9/1989	Single	Active Member	33853	Employee
Employee	Medical	F	9/1/1960	Married	Active Member	33865-3305	Employee + Spouse
Spouse	Medical	M	8/30/1960	Married	Active Member	33865-3305	Employee + Spouse
Employee	Medical	F	2/9/1987	Married	Active Member	33834-9802	Employee
Employee	Medical	M	8/18/1988		Active Member	33834-6826	Employee
Employee	Medical	M	7/1/1969	Married	Active Member	34266	Employee
Employee	Medical	F	9/6/1981	Married	Active Member	33873-3528	Employee
Employee	Medical	M	3/23/1987		Active Member	33870-6764	Employee + Child(ren)
Child	Medical	F	5/9/2013		Active Member	33870-6764	Employee + Child(ren)
Employee	Medical	M	7/30/2004		Active Member	33873-3351	Employee
Employee	Medical	M	2/14/2005		Active Member	33834-8986	Decline
Employee	Medical	M	11/22/1993		Active Member	33873-8757	Employee
Employee	Medical	F	9/3/1994	Married	Active Member	33873-2615	Employee + Family
Spouse	Medical	M	8/9/1990	Married	Active Member	33873-2615	Employee + Family
Child	Medical	F	4/17/2015	Married	Active Member	33873-2615	Employee + Family
Child	Medical	F	6/13/2024	Married	Active Member	33873-2615	Employee + Family
Employee	Medical	F	10/13/1975	Married	Active Member	33890-9413	Employee

Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Report Filter:
({-Policy Number} = 000922063) And ({Book Year/Month} = 2022-11, 2022-10, 2022-09, 2022-08, 2022-07, 2022-06, 2022-05, 2022-04, 2022-03, 2022-02, 2022-01, 2021-12, 2021-11, 2021-10) And ({Bill/Service Year/Month} = 2022-09, 2022-08, 2022-07, 2022-06, 2022-05, 2022-04, 2022-03, 2022-02, 2022-01, 2021-12, 2021-11, 2021-10) And ({Benefit Type Category} ({ID Field}) = 9 or 10) And ({Funding Arrangement Category} <> Administrative Services Only)

Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2021-10	149	74	\$69,716	\$467.89	\$6,127	\$3,288	\$3,592	\$13,007	18.7%	\$87.29	
2021-11	150	75	\$70,286	\$468.58	\$19,142	\$3,311	\$4,691	\$27,144	38.6%	\$180.96	
2021-12	147	72	\$68,574	\$466.49	\$8,715	\$3,244	\$3,249	\$15,208	22.2%	\$103.46	
2022-01	151	74	\$70,848	\$469.19	\$8,679	\$3,437	\$4,310	\$16,426	23.2%	\$108.78	
2022-02	151	74	\$70,848	\$469.19	\$73,106	\$3,437	\$3,081	\$79,625	112.4%	\$527.32	
2022-03	147	72	\$69,706	\$474.19	\$5,117	\$3,346	\$6,157	\$14,620	21.0%	\$99.46	
2022-04	146	71	\$69,136	\$473.53	\$19,856	\$3,323	\$4,208	\$27,387	39.6%	\$187.59	
2022-05	146	71	\$69,136	\$473.53	\$16,822	\$3,323	\$3,361	\$23,506	34.0%	\$161.00	
2022-06	145	71	\$63,732	\$439.53	\$91,817	\$3,300	\$5,564	\$100,681	158.0%	\$694.35	
2022-07	148	73	\$70,602	\$477.04	\$34,466	\$3,368	\$4,017	\$41,851	59.3%	\$282.78	
2022-08	146	71	\$69,460	\$475.75	\$50,184	\$3,323	\$4,387	\$57,895	83.3%	\$396.54	
2022-09	147	72	\$70,031	\$476.40	\$166,751	\$3,346	\$5,912	\$176,009	251.3%	\$1,197.34	\$334.66

Total by Experience Period

Current Period	1,773	870	\$832,074		\$500,782	\$40,046	\$52,531	\$593,359	71.3%	\$334.66	
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Average Membership/PMPM Premium and Payments by Experience Period

Current Period	148	73	\$469.30		\$282.45	\$22.59	\$29.63	\$334.66			
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Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Report Filter:
({-Policy Number} = 000922063) And ({Book Year/Month} = 2024-12, 2024-11, 2024-10, 2024-09, 2024-08, 2024-07, 2024-06, 2024-05, 2024-04, 2024-03, 2024-02, 2024-01, 2023-12, 2023-11, 2023-10, 2023-09, 2023-08, 2023-07, 2023-06, 2023-05, 2023-04, 2023-03, 2023-02, 2023-01, 2022-12, 2022-11, 2022-10, 2022-09, 2022-08, 2022-07, 2022-06, 2022-05, 2022-04, 2022-03, 2022-02, 2022-01) And ({Bill/Service Year/Month} = 2022-09, 2022-08, 2022-07, 2022-06, 2022-05, 2022-04, 2022-03, 2022-02, 2022-01) And ({Benefit Type Category} {ID Field}) = 9 or 10) And ({Funding Arrangement Category} <> Administrative Services Only)

Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Please Note:
For markets moving to service fees, premiums are shown with service fees included. For markets continuing to pay commissions, premium still includes commissions.

Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2022-01	151	74	\$70,848	\$469.19	\$8,625	\$3,437	\$4,304	\$16,366	23.1%	\$108.39	
2022-02	151	74	\$70,848	\$469.19	\$72,273	\$3,437	\$3,076	\$78,785	111.2%	\$521.76	
2022-03	147	72	\$69,706	\$474.19	\$5,053	\$3,346	\$6,144	\$14,542	20.9%	\$98.93	
2022-04	146	71	\$69,136	\$473.53	\$19,408	\$3,323	\$4,197	\$26,928	38.9%	\$184.44	
2022-05	146	71	\$69,136	\$473.53	\$16,620	\$3,323	\$3,350	\$23,292	33.7%	\$159.54	
2022-06	145	71	\$63,732	\$439.53	\$89,842	\$3,300	\$5,540	\$98,682	154.8%	\$680.56	
2022-07	148	73	\$70,602	\$477.04	\$38,732	\$3,368	\$3,995	\$46,095	65.3%	\$311.45	
2022-08	146	71	\$69,460	\$475.75	\$47,534	\$3,323	\$4,353	\$55,210	79.5%	\$378.15	
2022-09	147	72	\$70,031	\$476.40	\$148,076	\$3,346	\$5,827	\$157,248	224.5%	\$1,069.72	

Total by Experience Period											
Current Period	1,327	649	\$623,497		\$446,161	\$30,203	\$40,785	\$517,149	82.9%	\$389.71	
Prior Period	0	0	\$0		\$0	\$0	\$0	\$0	0.0%	\$0.00	

Average Membership/PMPM Premium and Payments by Experience Period											
Current Period	147	72	\$469.85		\$336.22	\$22.76	\$30.73	\$389.71			

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Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2022-01	151	74	\$70,848	\$469.19	\$8,625	\$3,437	\$4,304	\$16,366	23.1%	\$108.39	
2022-02	151	74	\$70,848	\$469.19	\$72,273	\$3,437	\$3,076	\$78,785	111.2%	\$521.76	
2022-03	147	72	\$69,706	\$474.19	\$5,053	\$3,346	\$6,144	\$14,542	20.9%	\$98.93	
2022-04	146	71	\$69,136	\$473.53	\$19,408	\$3,323	\$4,197	\$26,928	38.9%	\$184.44	
2022-05	146	71	\$69,136	\$473.53	\$16,620	\$3,323	\$3,350	\$23,292	33.7%	\$159.54	
2022-06	145	71	\$63,732	\$439.53	\$89,842	\$3,300	\$5,540	\$98,682	154.8%	\$680.56	
2022-07	148	73	\$70,602	\$477.04	\$38,732	\$3,368	\$3,995	\$46,095	65.3%	\$311.45	
2022-08	146	71	\$69,460	\$475.75	\$47,534	\$3,323	\$4,353	\$55,210	79.5%	\$378.15	
2022-09	147	72	\$70,031	\$476.40	\$148,076	\$3,346	\$5,827	\$157,248	224.5%	\$1,069.72	

Total by Experience Period											
Current Period	1,327	649	\$623,497		\$446,161	\$30,203	\$40,785	\$517,149	82.9%	\$389.71	
Prior Period	0	0	\$0		\$0	\$0	\$0	\$0	0.0%	\$0.00	

Average Membership/PMPM Premium and Payments by Experience Period											
Current Period	147	72	\$469.85		\$336.22	\$22.76	\$30.73	\$389.71			

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Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Report Filter:
({-Policy Number} = 000922063) And ({Book Year/Month} = 2024-12, 2024-11, 2024-10, 2024-09, 2024-08, 2024-07, 2024-06, 2024-05, 2024-04, 2024-03, 2024-02, 2024-01, 2023-12, 2023-11, 2023-10, 2023-09, 2023-08, 2023-07, 2023-06, 2023-05, 2023-04, 2023-03, 2023-02, 2023-01, 2022-12, 2022-11, 2022-10) And ({Bill/Service Year/Month} = 2023-09, 2023-08, 2023-07, 2023-06, 2023-05, 2023-04, 2023-03, 2023-02, 2023-01, 2022-12, 2022-11, 2022-10) And ({Benefit Type Category} ({ID Field}) = 9 or 10) And ({Funding Arrangement Category} <> Administrative Services Only)

Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Please Note:
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Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2022-10	147	72	\$75,564	\$514.04	\$9,332	\$3,346	\$1,381	\$14,058	18.6%	\$95.64	
2022-11	151	74	\$78,050	\$516.88	\$14,565	\$3,437	\$3,581	\$21,584	27.7%	\$142.94	
2022-12	151	74	\$78,050	\$516.88	\$18,299	\$3,437	\$5,219	\$26,955	34.5%	\$178.51	
2023-01	151	74	\$78,050	\$516.88	\$22,743	\$3,598	\$7,703	\$34,044	43.6%	\$225.46	
2023-02	151	74	\$78,050	\$516.88	\$64,319	\$3,598	\$6,182	\$74,099	94.9%	\$490.73	
2023-03	151	74	\$73,050	\$483.77	\$76,169	\$3,598	\$6,611	\$86,379	118.2%	\$572.04	
2023-04	149	73	\$76,648	\$514.41	\$37,599	\$3,551	\$11,322	\$52,471	68.5%	\$352.16	
2023-05	135	70	\$70,666	\$523.45	\$93,183	\$3,217	\$5,049	\$101,448	143.6%	\$751.47	
2023-06	138	71	\$72,740	\$527.10	\$16,426	\$3,289	\$4,733	\$24,448	33.6%	\$177.16	
2023-07	130	67	\$68,500	\$526.93	\$70,511	\$3,098	\$7,966	\$81,575	119.1%	\$627.50	
2023-08	129	66	\$67,885	\$526.24	\$52,062	\$3,074	\$5,440	\$60,575	89.2%	\$469.58	
2023-09	130	70	\$69,126	\$531.74	\$76,110	\$3,098	\$12,422	\$91,630	132.6%	\$704.85	\$390.70

Total by Experience Period

Current Period	1,713	859	\$886,376		\$551,318	\$40,340	\$77,609	\$669,267	75.5%	\$390.70
Prior Period	0	0	\$0		\$0	\$0	\$0	\$0	0.0%	\$0.00

Average Membership/PMPM Premium and Payments by Experience Period

Current Period	143	72	\$517.44		\$321.84	\$23.55	\$45.31	\$390.70
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2022-11	151	74	\$78,050	\$516.88	\$14,565	\$3,437	\$3,581	\$21,584	27.7%	\$142.94	
2022-12	151	74	\$78,050	\$516.88	\$18,299	\$3,437	\$5,219	\$26,955	34.5%	\$178.51	
2023-01	151	74	\$78,050	\$516.88	\$22,743	\$3,598	\$7,703	\$34,044	43.6%	\$225.46	
2023-02	151	74	\$78,050	\$516.88	\$64,319	\$3,598	\$6,182	\$74,099	94.9%	\$490.73	
2023-03	151	74	\$73,050	\$483.77	\$76,169	\$3,598	\$6,611	\$86,379	118.2%	\$572.04	
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2023-08	129	66	\$67,885	\$526.24	\$52,062	\$3,074	\$5,440	\$60,575	89.2%	\$469.58	
2023-09	130	70	\$69,126	\$531.74	\$76,110	\$3,098	\$12,422	\$91,630	132.6%	\$704.85	\$390.70

Total by Experience Period

Current Period	1,713	859	\$886,376		\$551,318	\$40,340	\$77,609	\$669,267	75.5%	\$390.70
Prior Period	0	0	\$0		\$0	\$0	\$0	\$0	0.0%	\$0.00

Average Membership/PMPM Premium and Payments by Experience Period

Current Period	143	72	\$517.44		\$321.84	\$23.55	\$45.31	\$390.70
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Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Report Filter:
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Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Please Note:
For markets moving to service fees, premiums are shown with service fees included. For markets continuing to pay commissions, premium still includes commissions.

Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2023-10	132	71	\$73,770	\$558.86	\$50,158	\$3,146	\$3,335	\$56,638	76.8%	\$429.08	
2023-11	131	70	\$73,125	\$558.21	\$9,122	\$3,122	\$2,787	\$15,030	20.6%	\$114.74	
2023-12	131	70	\$73,125	\$558.21	\$26,506	\$3,122	\$2,275	\$31,903	43.6%	\$243.53	
2024-01	128	69	\$72,814	\$568.86	\$84,324	\$3,361	\$3,194	\$90,879	124.8%	\$709.99	
2024-02	130	71	\$74,103	\$570.02	\$5,356	\$3,440	\$8,328	\$17,124	23.1%	\$131.73	
2024-03	135	73	\$76,670	\$567.93	\$44,524	\$3,519	\$11,101	\$59,144	77.1%	\$438.11	
2024-04	134	72	\$76,026	\$567.36	\$94,482	\$3,493	\$11,962	\$109,936	144.6%	\$820.42	
2024-05	137	74	\$77,805	\$567.92	\$42,032	\$3,571	\$14,636	\$60,240	77.4%	\$439.71	
2024-06	129	71	\$73,280	\$568.06	\$166,454	\$3,388	\$6,067	\$175,909	240.0%	\$1,363.63	
2024-07	131	72	\$74,414	\$568.05	\$5,036	\$3,440	\$14,814	\$23,291	31.3%	\$177.79	
2024-08	129	71	\$72,947	\$565.48	\$7,609	\$3,388	\$16,516	\$27,512	37.7%	\$213.27	
2024-09	127	70	\$66,480	\$523.47	\$105,088	\$3,335	\$19,765	\$128,189	192.8%	\$1,009.36	\$505.59

Total by Experience Period

Current Period	1,574	854	\$884,560		\$640,691	\$40,323	\$114,781	\$795,795	90.0%	\$505.59
Prior Period	0	0	\$0		\$0	\$0	\$0	\$0	0.0%	\$0.00

Average Membership/PMPM Premium and Payments by Experience Period

Current Period	131	71	\$561.98		\$407.05	\$25.62	\$72.92	\$505.59
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2023-10	132	71	\$73,770	\$558.86	\$50,158	\$3,146	\$3,335	\$56,638	76.8%	\$429.08	
2023-11	131	70	\$73,125	\$558.21	\$9,122	\$3,122	\$2,787	\$15,030	20.6%	\$114.74	
2023-12	131	70	\$73,125	\$558.21	\$26,506	\$3,122	\$2,275	\$31,903	43.6%	\$243.53	
2024-01	128	69	\$72,814	\$568.86	\$84,324	\$3,361	\$3,194	\$90,879	124.8%	\$709.99	
2024-02	130	71	\$74,103	\$570.02	\$5,356	\$3,440	\$8,328	\$17,124	23.1%	\$131.73	
2024-03	135	73	\$76,670	\$567.93	\$44,524	\$3,519	\$11,101	\$59,144	77.1%	\$438.11	
2024-04	134	72	\$76,026	\$567.36	\$94,482	\$3,493	\$11,962	\$109,936	144.6%	\$820.42	
2024-05	137	74	\$77,805	\$567.92	\$42,032	\$3,571	\$14,636	\$60,240	77.4%	\$439.71	
2024-06	129	71	\$73,280	\$568.06	\$166,454	\$3,388	\$6,067	\$175,909	240.0%	\$1,363.63	
2024-07	131	72	\$74,414	\$568.05	\$5,036	\$3,440	\$14,814	\$23,291	31.3%	\$177.79	
2024-08	129	71	\$72,947	\$565.48	\$7,609	\$3,388	\$16,516	\$27,512	37.7%	\$213.27	
2024-09	127	70	\$66,480	\$523.47	\$105,088	\$3,335	\$19,765	\$128,189	192.8%	\$1,009.36	\$505.59

Total by Experience Period

Current Period	1,574	854	\$884,560		\$640,691	\$40,323	\$114,781	\$795,795	90.0%	\$505.59
Prior Period	0	0	\$0		\$0	\$0	\$0	\$0	0.0%	\$0.00

Average Membership/PMPM Premium and Payments by Experience Period

Current Period	131	71	\$561.98		\$407.05	\$25.62	\$72.92	\$505.59
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Premium vs Claims Incurred Including IBNR - Underwriting - Non-Standard

Report Filter:
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Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio	Total Payments PMPM	12 Month Rolling Average PMPM
2024-10	123	69	\$83,248	\$676.81	\$8,411	\$3,283	\$7,219	\$18,912	22.7%	\$153.76	
2024-11	124	73	\$31,839	\$256.76	\$14,948	\$3,309	\$8,705	\$26,961	84.7%	\$217.43	

Total by Experience Period

Current Period	247	142	\$115,087		\$23,358	\$6,591	\$15,923	\$45,873	39.9%	\$185.72	
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Average Membership/PMPM Premium and Payments by Experience Period

Current Period	124	71	\$465.94		\$94.57	\$26.69	\$64.47	\$185.72			
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Premium vs Claims Incurred Including IBNR - Underwriting - Basic

Report Filter:

((Funding Arrangement Category} ({ID Field}) <> 2) And ({-Policy Number} = 000922063) And ({Benefit Type Category} ({ID Field}) = 9 or 10) And (ApplyComparison("#0 between (select PRR_END_MTH_ID from REPORTING_PERIOD_LU where RPT_SET='COVID-19') and (select LD_MTH_ID from REPORTING_PERIOD_LU where RPT_SET = 'COVID-19')",{Bill/Service Year/Month} (ID)))

Year/Month	Members	Subscribers	Premium	Premium PMPM	Medical Payments	Capitation Payments	Managed Pharmacy Payments	Total Payments	Claims to Premium Ratio (Gross)	Total Payments PMPM	12 Month Rolling Average PMPM
2022-12	151	74	\$78,050	\$516.88	\$18,299	\$3,437	\$5,219	\$26,955	34.5%	\$178.51	
2023-01	151	74	\$78,050	\$516.88	\$22,743	\$3,598	\$7,703	\$34,044	43.6%	\$225.46	
2023-02	151	74	\$78,050	\$516.88	\$64,319	\$3,598	\$6,182	\$74,099	94.9%	\$490.73	
2023-03	151	74	\$73,050	\$483.77	\$76,169	\$3,598	\$6,611	\$86,379	118.2%	\$572.04	
2023-04	149	73	\$76,648	\$514.41	\$37,599	\$3,551	\$11,322	\$52,471	68.5%	\$352.16	
2023-05	135	70	\$70,666	\$523.45	\$93,182	\$3,217	\$5,049	\$101,447	143.6%	\$751.46	
2023-06	138	71	\$72,740	\$527.10	\$16,426	\$3,289	\$4,733	\$24,448	33.6%	\$177.16	
2023-07	130	67	\$68,500	\$526.93	\$70,508	\$3,098	\$7,966	\$81,572	119.1%	\$627.48	
2023-08	129	66	\$67,885	\$526.24	\$52,060	\$3,074	\$5,439	\$60,573	89.2%	\$469.56	
2023-09	130	70	\$69,126	\$531.74	\$76,109	\$3,098	\$12,420	\$91,627	132.6%	\$704.83	
2023-10	132	71	\$73,770	\$558.86	\$50,151	\$3,146	\$3,335	\$56,632	76.8%	\$429.03	
2023-11	131	70	\$73,125	\$558.21	\$9,120	\$3,122	\$2,786	\$15,028	20.6%	\$114.72	\$420.31
2023-12	131	70	\$73,125	\$558.21	\$26,888	\$3,122	\$2,274	\$32,283	44.1%	\$246.44	\$428.59
2024-01	128	69	\$72,814	\$568.86	\$84,022	\$3,361	\$3,193	\$90,577	124.4%	\$707.63	\$469.20
2024-02	130	71	\$74,103	\$570.02	\$5,339	\$3,440	\$8,325	\$17,105	23.1%	\$131.57	\$439.99
2024-03	135	73	\$76,670	\$567.93	\$44,464	\$3,519	\$11,097	\$59,080	77.1%	\$437.63	\$427.31
2024-04	134	72	\$76,026	\$567.36	\$93,874	\$3,493	\$11,957	\$109,324	143.8%	\$815.85	\$467.27
2024-05	137	74	\$77,805	\$567.92	\$41,883	\$3,571	\$14,630	\$60,085	77.2%	\$438.57	\$440.59
2024-06	129	71	\$73,280	\$568.06	\$165,000	\$3,388	\$6,062	\$174,449	238.1%	\$1,352.32	\$538.28
2024-07	131	72	\$74,414	\$568.05	\$4,984	\$3,440	\$14,799	\$23,224	31.2%	\$177.28	\$500.94
2024-08	129	71	\$72,947	\$565.48	\$7,522	\$3,388	\$16,500	\$27,409	37.6%	\$212.48	\$479.91
2024-09	127	70	\$66,480	\$523.47	\$103,475	\$3,335	\$19,716	\$126,526	190.3%	\$996.27	\$503.00
2024-10	123	69	\$83,248	\$676.81	\$8,411	\$3,283	\$7,219	\$18,912	22.7%	\$153.76	\$481.79
2024-11	124	73	\$31,839	\$256.76	\$14,948	\$3,309	\$8,705	\$26,961	84.7%	\$217.43	\$491.61

Total by Experience Period

Current Period	1,558	855	\$852,751		\$600,809	\$40,647	\$124,477	\$765,933	89.8%	\$491.61	
Prior Period	1,678	854	\$879,658		\$586,686	\$39,825	\$78,765	\$705,276	80.2%	\$420.31	

Average Membership/PMPM Premium and Payments by Experience Period

Current Period	130	71	\$547.34		\$385.63	\$26.09	\$79.90	\$491.61			
Prior Period	140	71	\$524.23		\$349.63	\$23.73	\$46.94	\$420.31			

% Change

Current Period vs	(7.2%)	0.1%	4.4%		10.3%	9.9%	70.2%	17.0%			
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Current Plan Monthly Rate Contribution Shares by Employer and Employee

2022-23 Total Premium		Employer Share	Employee Share
EE Only	\$615.93	\$615.93	\$0.00
EE/Spouse	\$1,401.91	\$1,244.71	\$157.20
EE/Child(ren)	\$1,083.82	\$990.24	\$93.58
EE/Family	\$1,837.80	\$1,593.43	\$244.37

2023-24 Total Premium		Employer Share	Employee Share
EE Only	\$644.53	\$644.53	\$0.00
EE/Spouse	\$1,467.01	\$1,302.51	\$164.50
EE/Child(ren)	\$1,134.15	\$1,036.23	\$97.92
EE/Family	\$1,923.14	\$1,667.42	\$255.72

2024-25 Total Premium		Employer Share	Employee Share
EE Only	\$745.66	\$745.66	\$0.00
EE/Spouse	\$1,697.19	\$1,506.88	\$190.31
EE/Child(ren)	\$1,312.10	\$1,198.81	\$113.29
EE/Family	\$2,224.89	\$1,929.04	\$295.85

Respondent Name:

(NOTE: Data is expressed as the amount the member pays)

Plan Name		Current	Proposed
UnitedHealthcare Choice Plus - DU77 w/ H.S.A			
Financial Features			
Deductible			
In-Network Single Coverage		\$2,500	
In-Network Family Coverage		\$5,000	
Out-of-Network Single Coverage		\$5,000	
Out-of-Network Family Coverage		\$10,000	
Coinsurance			
In-Network Member Coinsurance		10%	
Out-of-Network Member Coinsurance		40%	
Out-of-Pocket Limit			
In-Network Single Coverage		\$5,000	
In-Network Family Coverage		\$10,000	
Out-of-Network Single Coverage		\$10,000	
Out-of-Network Family Coverage		\$20,000	
Preventive Care Services		*Includes services such as Routine Wellness Checkups, Immunizations, Breast Pumps, Mammography and Colorectal Cancer Screenings	
Preventive Care			
In-Network		No copay; Deductible waived	
Out-of-Network		Deductible + 40%	
Office Services - Sickness & Injury			
Primary Care Physician			
In-Network		Deductible + 10%	
Out-of-Network		Deductible + 40%	
Specialist			
In-Network		Deductible + 10%	
Out-of-Network		Deductible + 40%	
Urgent Care			
In-Network		Deductible + 10%	
Out-of-Network		Deductible + 10%	
Virtual Care Services		*Benefits are available only when services are delivered through a Designated Virtual Network Provider.	
In-Network		Deductible + 0%	
Out-of-Network		Deductible + 40%	
Emergency Care			
Emergency Ambulance (Air & Ground)			
In-Network		Deductible + 10%	
Out-of-Network		Deductible + 10%	
Non-Emergency Ambulance (Air & Ground)			
In-Network		Deductible + 10%	
Out-of-Network		Deductible + 10%	
Accidental Dental			
In-Network		Deductible + 10%	
Out-of-Network		Deductible + 10%	
Emergency Room			
In-Network		Deductible + 10%	
Out-of-Network		Deductible + 10%	

Inpatient Care			
Congenital Heart Disease Surgeries			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Hospital Inpatient Stays			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Inpatient Habilitative Services		*Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitative Services.	
	In-Network	The amount you pay is based on where the covered health care service is provided.	
	Out-of-Network	The amount you pay is based on where the covered health care service is provided.	
Skilled Nursing Facility & Inpatient Rehabilitation Facility Services		*Limited to 60 days per year	
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Outpatient Care			
Habilitative Services		*Limits will be the same as, and combined with, those stated under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment. Visit limits for physical, occupational and speech therapies do not apply to Autism Spectrum Disorder up to the age of 18.	
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Home Health Care		*Limited to 60 visits per year. One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.	
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Lab Testing			
	Designated Network	Deductible + 0%	
	In-Network	Deductible + 40%	
	Out-of-Network	Deductible + 40%	
X-Ray and Other Diagnostic Testing			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Major Diagnostic and Imaging			
	Designated Network	Deductible + 10%	
	In-Network	Deductible + 40%	
	Out-of-Network	Deductible + 40%	
Physician Fees for Surgical and Medical Services			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 10%	

Rehabilitation Services		*Visit limits for physical, occupational and speech therapies do not apply to Autism Spectrum Disorder up to the age of 18.	
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
	Cognitive Rehabilitation Therapy	20 visits per year	
	Cardiac Rehabilitation Therapy	36 visits per year	
	Speech Therapy	20 visits per year	
	Pulmonary Rehabilitation Therapy	20 visits per year	
	Physical Therapy	20 visits per year	
	Post-Cochlear Implant Aural Therapy	30 visits per year	
	Occupational Therapy	20 visits per year	
	Manipulative Treatments	26 visits per year	
Scopic Procedures		*Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.	
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Surgery			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Therapeutic Treatments		*Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.	
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
<u>Supplies and Services</u>			
Diabetes Self-Management and Training/Diabetic Eye Exams/Foot Care			
	In-Network	The amount you pay is based on where the covered health care service is provided.	
	Out-of-Network	The amount you pay is based on where the covered health care service is provided.	
Diabetes Self-Management Items			
	In-Network	The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME),Orthotics and Supplies or in the Prescription Drug Benefits Section.	
	Out-of-Network	The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME),Orthotics and Supplies or in the Prescription Drug Benefits Section.	
Durable Medical Equipment, Orthotics and Supplies		*Limited to a single purchase of a type of DME or orthotic every three years. *Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums.	
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Enteral Nutrition			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	

		*Limited to \$2,500 per year. Benefits are further limited to a single purchase per hearing impaired ear every three years. Repair and/or replacement of a hearing aid would apply to this limit in the same manner as a purchase.	
Hearing Aids	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
		*Limited to \$2,500 per year	
Ostomy Supplies	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
		*This includes medications given at a doctor's office, or in a covered person's home.	
Pharmaceutical Products	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
		*Limited to a single purchase of each type of prosthetic device every three years. Repair and/or replacement of a prosthetic device would apply to this limit in the same manner as a purchase.	
Prosthetic Devices	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Urinary Catheters	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
<u>Pregnancy</u>			
Maternity Services			
	In-Network	The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the hospital is the same as the mother's length of stay.	
	Out-of-Network	The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the hospital is the same as the mother's length of stay.	
<u>Mental Health Care & Substance Related and Addictive Disorder Services</u>			
Inpatient			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 10%	
Intensive Behavioral Therapy (e.g. ABA)			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Other Outpatient Services, including Partial Hospitalization/Day Treatment/High Intensity Outpatient/Intensive Outpatient Treatment			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Outpatient Office Visits			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
<u>Other Services</u>			
Bones or Joints of the Jaw and Facial Region			
	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	

Cellular or Gene Therapy	In-Network	*Cellular or Gene Therapy services must be received from a Designated Provider The amount you pay is based on where the covered health care service is provided.	
	Out-of-Network		
Cleft Lip/Cleft Palate Treatment	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Clinical Trials	In-Network	The amount you pay is based on where the covered health care service is provided.	
	Out-of-Network	The amount you pay is based on where the covered health care service is provided.	
Dental Services - Anesthesia and Hospitalization	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Fertility Preservation for Latrogenic Infertility	In-Network	*Limited to \$20,000 per Covered Person per lifetime. *Limited to \$5,000 for Prescription Drug Products per Covered Person. *Limited to 1 cycle of fertility preservation for latrogenic infertility per lifetime. *This Benefit limit will be the same as, and combined with, those stated under Preimplantation Genetic Testing (PGT) and Related Services. Deductible + 10%	
	Out-of-Network		
Gender Dysphoria	In-Network	*Limits for voice modification therapy and/or voice lessons will be the same as, and combined with, outpatient speech therapy limits as described under Habilitative Services and Rehabilitative Services Outpatient Therapy and Manipulative Treatment. The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.	
	Out-of-Network		
Hospice Care	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Osteoporosis Treatment	In-Network	Deductible + 10%	
	Out-of-Network	Deductible + 40%	
Preimplantation Genetic Testing (PGT) and Related Services	In-Network	*Benefit limits for related services will be the same as, and combined with, those stated under Fertility Preservation for latrogenic Infertility. This limit does not include Preimplantation Genetic Testing (PGT) for the specific genetic disorder. This limit includes Benefits for ovarian stimulation medications provided under the Outpatient Prescription Drug Rider. Deductible + 10%	
	Out-of-Network		

Reconstructive Procedures			The amount you pay is based on where the covered health care service is provided.	
	In-Network			
	Out-of-Network	The amount you pay is based on where the covered health care service is provided.		
Transplantation Services			*Network Benefits must be received from a Designated Provider.	
	In-Network	The amount you pay is based on where the covered health care service is provided.		
	Out-of-Network	The amount you pay is based on where the covered health care service is provided.		
Pharmacy Plan Details			*Advantage Prescription Drug List - Rx 570	
In-Network Retail (Up to a 31-day supply)				
	Tier 1	Deductible + \$10		
	Tier 2	Deductible + \$35		
	Tier 3	Deductible + \$70		
Out-of-Network Retail (Up to a 31-day supply)				
	Tier 1	Deductible + \$10		
	Tier 2	Deductible + \$35		
	Tier 3	Deductible + \$70		
Mail Order (Up to a 90-day supply)				
	Tier 1	Deductible + \$25		
	Tier 2	Deductible + \$87.50		
	Tier 3	Deductible + \$175		

Signature of Respondent

Date

Respondent Name:

Plan(s) Name Proposed:

Network Name of Proposed Plan(s):

Tier

EE Only

EE/Spouse

EE/Child

EE/Family

Signature of Respondent

Date



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CONTACT INFORMATION

ORGANIZATION NAME: Main Street Wauchula, Inc.

CONTACT NAME: Jessica Newman

MAILING ADDRESS: 107 E. Main Street

CITY: Wauchula ST: FL ZIP: 33873

WORK/HOME PHONE: 863-767-0330 CELL PHONE: 863-245-8309

EMAIL ADDRESS: jnewman@cityofwauchula.com

EVENT INFORMATION

EVENT NAME: Hometown Happy Hour

DATE(S): 05/23/25 EVENT TIME: START 5:00pm END 8:00pm SET UP: START _____ ATTENDANCE: 150

PURPOSE OF EVENT: Promote the downtown businesses.

EVENT LOCATION: ☐ Wauchula Auditorium ☐ Heritage Park ☐ Street Closure(s) (please mark desired closures on map)

BASE EVENT FEES

Park: Rental - \$25.00 + tax Restroom Access - \$25.00 refundable key deposit

Auditorium: Rental - \$500.00 full/ \$250 half + tax Damage Deposit - \$500.00 refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.

*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- ☐ Submit application at least 3 months prior to the event.
- ☐ \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
- ☐ If selling alcohol – Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, **1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602**, 813-272-2610)
- ☐ If selling/distributing alcohol – A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
- ☐ If using food vendors – Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
- ☐ If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- ☐ Submit AV quote from Hardee County Players if using their services.

EVENT DETAILS

Item # 16.

CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES – PLEASE CHECK ALL THAT APPLY

- | | | |
|--|---|--|
| <input type="checkbox"/> Heritage Park & Pavilion | <input type="checkbox"/> Kids Activities (inflatables, rock walls, etc) | <input type="checkbox"/> Park Restrooms |
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Street Closure(s)*** | <input type="checkbox"/> Band/DJ |
| <input checked="" type="checkbox"/> Alcohol Sales/Distribution | <input type="checkbox"/> Police | <input type="checkbox"/> Parade |
| <input type="checkbox"/> Food Vendors | <input type="checkbox"/> Art & Craft Vendors | <input type="checkbox"/> Merchandise Vendors |
| <input type="checkbox"/> Trash Collection (during event) | <input type="checkbox"/> Admission Charged | <input type="checkbox"/> AV System (auditorium only)** |

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own AV.

~ Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

***Map detailing desired street closures must be submitted with the application

ADDITIONAL EVENT DETAILS

Attendees will stroll Main Street and visit participating businesses, enjoying shopping, food, friends, and creating memories.

Damage/Clean Up Statement: Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE: Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.**

Application Process: Submittal of an application does not guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

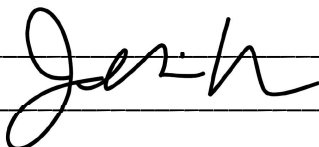
I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

Jessica Newman

Print Name

Date 04/03/25

Signature





CERTIFICATE OF LIABILITY INSURANCE

DATE: 12/17/2024
Item # 16.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. 24 Commerce St. Baltimore, MD 21202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (410) 685-4625	FAX (A/C, No): (410) 685-3071
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	
	NAIC # 20443	
INSURED Main Street Wauchula P.O. Box 1162 Wauchula, FL 33873	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div>COMMERCIAL GENERAL LIABILITY</div> <div><div>CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:</div>	X		4029386607	3/10/2024	3/10/2025	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000</div> <div>MED EXP (Any one person) \$ 10,000</div> <div>PERSONAL & ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 2,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div> <div></div>
	<div>AUTOMOBILE LIABILITY</div> <div><div>ANY AUTO OWNED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div>HIRED AUTOS ONLY</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div>						<div>COMBINED SINGLE LIMIT (Ea accident) \$</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> <div></div>
	<div>UMBRELLA LIAB</div> <div><div>EXCESS LIAB</div><div><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE</div></div> <div>DED <input type="checkbox"/> RETENTION \$</div>						<div>EACH OCCURRENCE \$</div> <div>AGGREGATE \$</div> <div></div>
	<div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N</div> <div>If yes, describe under DESCRIPTION OF OPERATIONS below</div>		N / A				<div><div>PER STATUTE</div><div>OTH-ER</div></div> <div>E.L. EACH ACCIDENT \$</div> <div>E.L. DISEASE - EA EMPLOYEE \$</div> <div>E.L. DISEASE - POLICY LIMIT \$</div>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Wauchula is listed as an additional insured

CERTIFICATE HOLDER

CANCELLATION

City of Wauchula 126 S. 7th Ave. Wauchula, FL 33873	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Strategic Plan Progress

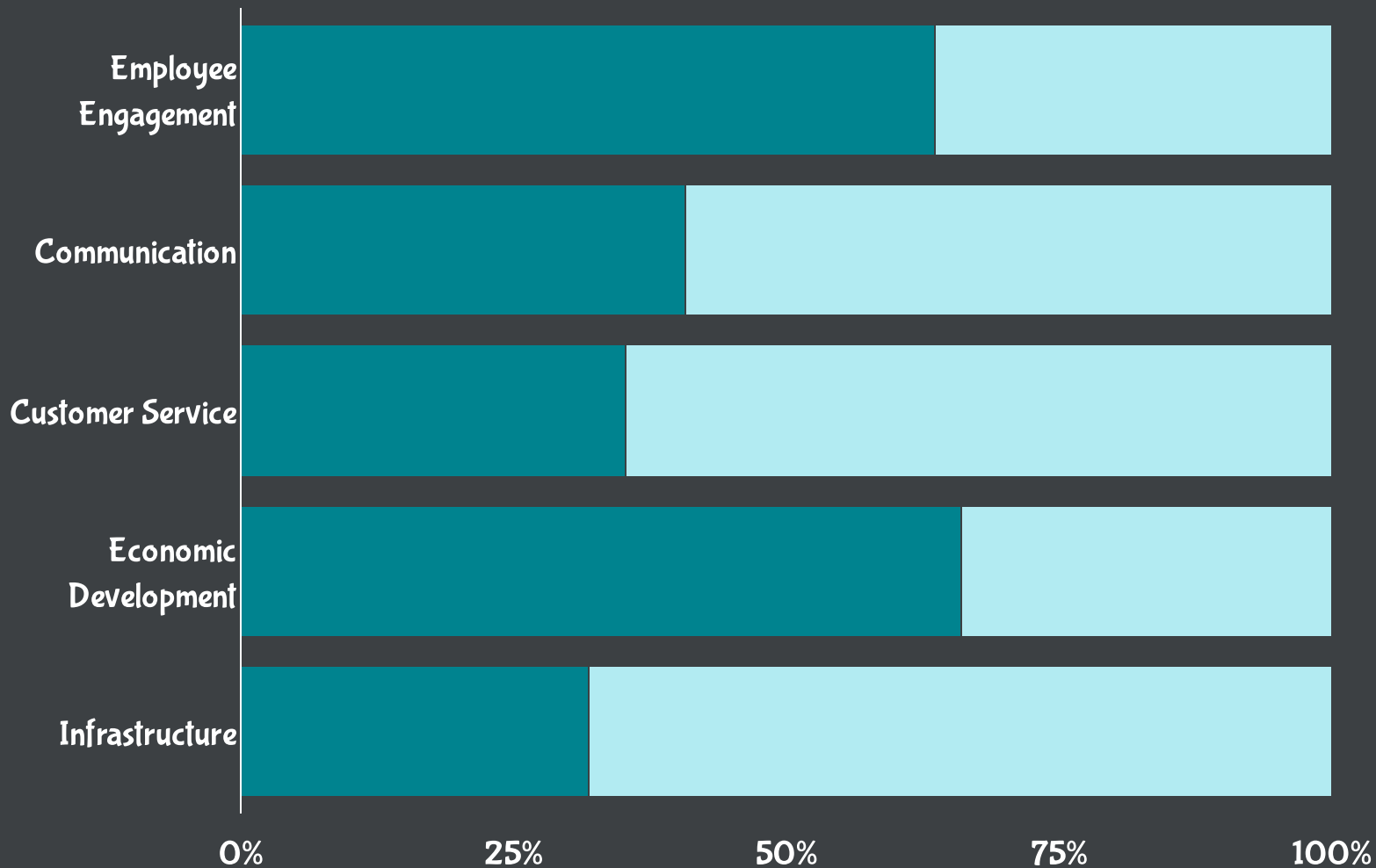
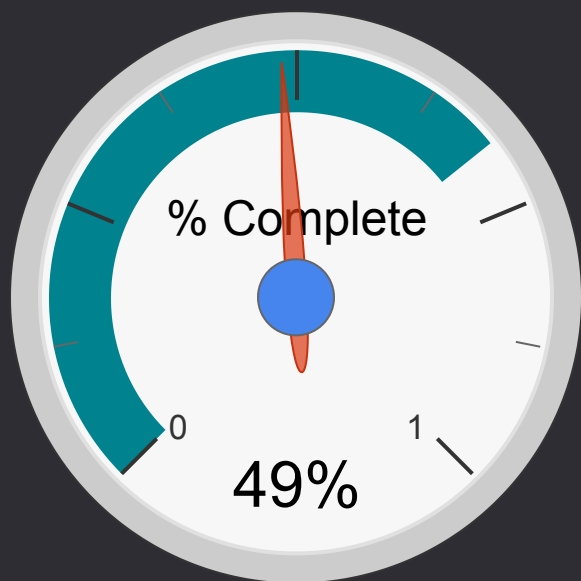
Item # 17.

Completed

46

Needed

94



Short-Term Goals

Completed

33.8

Needed

67

50%

Mid-Term Goals

Completed

6.0

Needed

12

50%

Long-Term Goals

Completed

5.9

Needed

15

40%

Progress by Goal

	Key Result Area	Goal Name	Progress
1	Employee Engagement	1 Become an employer of choice in our industry	71%
		2 Align employees with the organization's goals and values	56%
		3 Improve employee happiness and well-being	65%
		4 Build culture of high performance	57%
2	Communication	1 Effectively communicate our strategic plan progress	50%
		2 Revamping and updating the City website	22%
		3 Maintaining & improving ease of communication from City to citizens	33%
		4 Strengthen interdepartmental communications	53%
		5 Enhance Community Safety	43%
3	Customer Service	1 Build a culture within the City that is service oriented and provides great customer service, every time.	35%
		2 Ensure the City is easily accessible	0%
		3 Increase our capability to resolve issues at first point of contact	44%
4	Economic Development	1 Increase funding from alternative sources	50%
		2 Improve the City's economic capacity	100%
		3 Create a welcoming environment for businesses, residents, and visitors	48%
		4 Grow the City	71%
5	Infrastructure	1 Maintain/Improve current facilities and infrastructure	5%
		2 New infrastructure ventures/opportunities	67%
		3 Create & maintain equipment replacement schedule	17%
Grand total			336 77%

Employee Engagement Detail

Short-Term

Mid-Term

Long-Term

Item # 17.

Strategy Name				Progress
1	1	a	Review the pre-hire and post-hire consolidated documents that highlight the City of Wauchula’s policies/packages offered to our employees that are ...	100%
		b	Participate in 4 recruitment efforts per year	25%
		c	Review the new hire orientation process checklist annually	0%
		d	Ensure new employee tour the City’s departments and properties within 1 month of hire	100%
	2	a	Produce/review an annual step plan that shows the estimated/projected pay rate increase after each year	100%
		b	Apply for 5 grant opportunities to ensure any local budgetary shortfalls do not cause a decrease in the total number of officers available to respond t...	100%
2	1	a	Annually promote our employee recognition program across all departments at employee meetings	100%
	2	a	Utilize the newsletter, Wauchula City Connect Facebook page, or email to highlight employees	17%
	3	a	2 city-wide meetings per year	50%
3	1	a	Host at least 8 monthly activities, annually	88%
		b	Offer 4 exercise incentives annually	100%
		c	Review wellness point system annually	100%
	2	a	Annual Administration and Police Department holiday luncheon	100%
		b	Group gatherings determined by a survey given out 2 months prior to the event held at and by public works using their employee appreciation funds	0%
		c	Update on funds available to city supervisors Bi-Annually	50%
	3	a	April & October staff meetings	50%
		b	December luncheon	100%
		c	July luncheon	0%
4	1	a	Ensure new office staff complete the ride-along program to have cross-department exposure within 30 days of hire	100%
	2	a	Promote professional development training and/or conferences to employees quarterly	25%
		b	Promote crime scene processing training for one patrol officer annually	20%
		c	Annually review advanced criminal justice support training needs	40%
	3	a	Distribute Years of Service awards	100%
				337
Grand total				64%

Communication Detail

New Short-Term

New M

Item # 17.

New Long-Term

			Strategy	Progress
1	1	a	Update dashboard quarterly by assigned individuals	50%
		b	Present dashboard to all employees at semi-annual meetings	50%
2	1	a	Visit at least 3 other municipality websites twice a year to ensure C.O.W. is on trend	17%
		b	Annually review and determine if a quote for revamp of format is needed	0%
	2	a	Generate weekly content for the website/social media	42%
		b	Review everything on the website and update as necessary annually	50%
		c	Provide an opportunity for regular feedback from end users through community surveys	0%
3	1	a	Implement texting service for customers	0%
		b	Community involvement with booths at least 3 times a year	67%
4	1	a	Have at least 20 staff meetings with leadership team	85%
		b	Monthly newsletters & Wauchula City Connect Facebook page posting relevant City staff information	50%
		c	Semi-annual all staff meetings	50%
		d	Review monthly and update as needed the employee department listing photo album on Wauchula City Connect	33%
		e	Facilitate at least 10 public works supervisor meetings annually	60%
		f	Review Wauchula City Connect Facebook page members monthly	42%
5	1	a	Take a proactive community policing approach and engage both residents and businesses and instruct them in crime prevention techniques at a mini...	33%
		b	Implement a crime prevention program specifically designed to reduce criminal activity during the holiday season between Thanksgiving and Christ...	100%
		c	Develop an early warning system/mentoring program for at-risk youth to reduce recidivism	0%
		d	Conduct 6 proactive criminal investigations annually	67%
		e	Maintain at least 1 trained uniform patrol personnel as a crime prevention specialist to enhance residential and business efforts	0%
		f	Conduct 20 deployments of the speed enforcement trailer and/or personnel to target areas	35%
		g	Conduct no less than 50 grant-funded proactive law enforcement shifts per grant awarded	68%
				338
Grand total				41%

Customer Service Detail

New Short-Term

New M

New Long-Term

Item # 17.

Strategy				Progress
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1	1	a	Ensure all employees within Customer Service department complete training within one month of hire	100%
		b	Develop a secret customer program to conduct interactions with Customer Service department	0%
2	a	Annual review will be conducted to determine if current staffing levels, and shift assignments, are at an appropriate level for the total number of calls...		0%
3	a	Annual reviews will be conducted to determine if our response time(s) have increased or decreased and whether reassignment of personnel could inc...		40%
2	1	a	Explore at least 2 other avenues to access the city both during and after hours	0%
3	1	a	Customer-generated service/work orders that are still outstanding after 10 business days, will receive a phone call with a status update	0%
		b	Every customer generated service/work order contain all information needed for service contact	74%
	2	a	Run weekly report on open service orders Wednesday mornings	52%
		b	Run daily reports on billing related open service orders	51%

339

Grand total				35%
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Economic Development Detail

New Short-Term

New Medium-Term

New Long-Term

Item # 17.

Strategy				Progress
1	1	a	Review grant, sponsorships and donations opportunities 6 months to 1 year from the potential start date or purchase	0%
	2	a	Seek/utilize funding for appropriate projects from at least 2 different sources	100%
2	1	a	Pursue annexations by reviewing two potential locations annually	100%
		b	Invest in and redevelop at least one property annually	100%
		c	Explore at least two opportunities for public/private partnerships per year	100%
3	1	a	Review city codes & community suggestion surveys for needed code updates annually	100%
		b	Look into 1 vacant property per month and how to improve it	42%
	2	a	Conduct at least 10 in-person customer interactions per month as it relates to Code Enforcement	42%
		b	Open at least 20 code violation cases per month	46%
		c	Open at least 5 minimum maintenance code violation case per month	58%
		d	Promote the code enforcement “Report A Problem” forum on City website and/or app annually	0%
4	1	a	Establish territorial agreements with other power suppliers for undeveloped properties	0%
		b	Share territorial agreements with county’s building department and property appraiser’s office	0%
	2	a	Prioritize one vacant property for development annually	100%
	3	a	Tax abatement	100%
		b	Impact fee waivers	100%
		c	Cost to Revenue return - electric rate tariff	100%
		d	WTP/WWTP forgiveness (i.e., tap fees, lift station installation, impact fees, etc.)	100%
Grand total				66%

Infrastructure Detail

New Short-Term

New Medium-Term

New Long-Term

Item # 17.

			Strategy	Progress	
1	1	a	Gather information from supervisor for 20 departments (which excludes legal and purchase power) for budget process by May 1st each year for curr...	0%	
		b	Utilize Capital Improvement Plan (CIP) to prioritize items for budget	0%	
		c	Identify elements of the water system to be formally assessed and prioritized	0%	
		d	Identify elements of the sewer system to be formally assessed and prioritized	0%	
		e	Identify elements of the electric system to be formally assessed and prioritized	0%	
		f	Create an assessment schedule of the water system elements for improvement	0%	
		g	Create an assessment schedule of the sewer system elements for improvement	0%	
		h	Create an assessment schedule of the electric system elements for improvement	0%	
		2	a	Implement a funding plan for road improvements based on the Wauchula Pavement Evaluation Report.	15%
b	Implement a funding plan for park improvements based on the Park Element of CRA Master Redevelopment Plan		33%		
2	1	a	Maintain/review CRA master plan every 5 years or as needed	0%	
		b	Maintain/review airport master plan every 5 years or as needed	100%	
		c	Maintain/review utilities master plan every 5 years or as needed	100%	
		d	Explore need for electric distribution master plan	0%	
		e	Explore oportunities for general facility for training, events, etc. every 5 years	100%	
		f	Explore possibility of having feasibility study done using an outside service for a solar farm every 5 years	100%	
		g	Utilize alternative funding to purchase technology (automated license plate readers, cell phone cloning)	45%	
		2	a	Consider potential development of surrounding areas with every new utility extension installation	100%
			b	Public Works interdepartmental communication prior to every new utility implementation discussed at each supervisor monthly meeting	60%
3	1	a	Create a fleet & equipment replacement schedule	50%	
		b	Annually update fleet & equipment replacement schedules	0%	
		c	Annually update computer replacement schedule	0%	

341



CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, March 03, 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

Nadaskay called the workshop to order.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Gary Smith

ABSENT

Commissioner Sherri Albritton

STAFF PRESENT

Olivia Minshew, City Manager
John Eason, Deputy City Manager
Sandee Braxton, Assistant City Manager
Kristie Hatcher-Bolin, City Attorney
Jessica Newman, CRA Director
Kyle Long, Community Development Director
Ward Grimes, Director of Project Management and Procurement
Brandon Ball, Chief of Police
Stephanie Camacho, City Clerk

OPEN COMMISSION WORKSHOP

Nadaskay opened the Commission workshop.

1. Fire Prevention Discussion

Ken McDuffie, Hardee County Fire Marshall, reviewed the fire prevention and protection codes in Hardee County Ordinance 2025-01.

2. CFRPC Services Overview

Jennifer Codo-Salisbury, Central Florida Regional Planning Council, provided an overview of planning advisory services offered through CFRPC and various areas of support offered to clients.

3. CFRPC Board Appointment

Commissioner Miller volunteered to serve on the CFRPC Board. There were no objections from the Commission.

4. Swine & Wine Special Event Application

Braxton presented the application on behalf of the Hardee County Chamber of Commerce Board, requesting the partial closure of George Burris Street for the event.

5. Resolution 2025-05 FDOT PTGA Wauchula Municipal Airport

Eason presented the resolution authorizing the City to enter into an agreement with FDOT for reimbursement of up to \$325,000 for the design and construction of a new rotating beacon and tower at the airport.

6. Resolution 2025-06 Right of Way Vacation

Long presented the resolution, requested by the developer of the property, to vacate a certain unnamed and unutilized right-of-way near the area of East Bay Street and South 1st Avenue. After some discussion, the Commission decided to include a contingency that the right-of-way shall become effective upon the recording of the Plat for the property in which the right-of-way is located.

7. Surplus Equipment

Grimes presented the following equipment for surplus:

Unit 33A - 2003 Caterpillar GP30K Forklift - Serial number AT13E30940

Unit 82 - 1988 Multi Quip Roller/Compactor

Unit SS-10 - 2004 Polaris Ranger - ID number 4XARB42A94D440725

Unit SS-09 - 2000 Club Car Golf Cart - Serial number A9742-616513

Unit BFM001 - Cushman Groom Master Ball Field Machine

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the Commission workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA workshop.

8. CRA RFP 24-05 Bid Award Recommendation

Newman presented the recommendation to award the contract to JCR Construction & Services.

9. Bay Street Housing Development Discussion

Newman presented cost estimates for extending utilities to the proposed development and recommended shifting funds from the Seminole Street project to fund the infrastructure and sidewalks leading up to the development and then the developer would apply for the existing in-fill housing program.

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 5:55 p.m.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, March 10, 2025 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

EnterTextHere

PRESENT

Mayor Pro Tem Russell Smith

Mayor Keith Nadaskay

Commissioner Sherri Albritton

Commissioner Gary Smith

ABSENT

Commissioner Anne Miller

STAFF PRESENT

Olivia Minshew, City Manager

John Eason, Deputy City Manager

Sandee Braxton, Assistant City Manager

Kristie Hatcher-Bolin, City Attorney

Jessica Newman, CRA Director

Kyle Long, Community Development Director

Ward Grimes, Director of Project Management and Procurement

Brandon Ball, Chief of Police

Stephanie Camacho, City Clerk

APPROVAL OF AGENDA

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.

Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

MINUTES FOR APPROVAL

1. Minutes for 2/3/2025 Commission Workshop and 2/10/2025 Commission Meeting

Recommended Action: Commission's Approval

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.

Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

PUBLIC COMMENT / NON-AGENDA ITEMS

None presented.

PRESENTATIONS

2. Proclamation 2025-01 Bubbles' Day

Recommended Action: Commission's Approval

Diane Beatty, Development Director | Center for Great Apes
Beatty presented the proclamation to the Commission.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

3. City of Wauchula Cemetery Discussion

At the request of Commissioner Albritton, Minshew presented information regarding the City's cemetery. Minshew stated all lots were sold and the City had collected approximately \$35,000 in payments this year. Minshew also noted the City spent approximately \$240,000 in maintenance on the cemetery this year. Minshew shared some data from research done by City staff regarding other cemeteries within Hardee County.

There were public comments from Hardee County residents Greg Shackelford and Hollis Albritton who stated they felt this was a countywide problem and suggested reaching out to funeral homes or looking into a grant or donation of land.

It was commented that there were not a lot of options to purchase vacant land within the City limits. The idea was mentioned to discuss the issue with the County manager to see if there was anything they could do.

ORDINANCES / PUBLIC HEARINGS

4. Ordinance 2025-01 Hearing Procedures Regarding Dangerous Dogs - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing. Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

5. Ordinance 2025-02 Solid Waste Rate Changes - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing. Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

6. Ordinance 2025-03 Annexation of 0 US Highway 17 North - Second Reading - Public Hearing

Recommended Action: Commission's Approval

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing. Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

Nadaskay recessed the City Commission meeting and convened the General Pension Board meeting

GENERAL PENSION BOARD AGENDA

7. Approval of Minutes for 12/9/2024 General Pension Board Meeting

Recommended Action: Board's Approval

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

8. Quarterly Pension Report

Recommended Action: Board's Approval

Braxton presented the quarterly report to the Board.

Motion made by Commissioner G. Smith, Seconded by Mayor Pro Tem R. Smith.
Voting Yea: Mayor Nadaskay, Commissioner Albritton

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

Nadaskay adjourned the General Pension Board meeting and reconvened the City Commission meeting.

9. Approval of General Pension Board's Actions

Recommended Action: Commission's Approval

Motion made by Mayor Pro Tem R. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Nadaskay, Commissioner G. Smith

CITY MANAGER / NON-CONSENT

10. Power Cost Adjustment

Minschew presented the February power cost adjustment.

CONSENT AGENDA

11. Appointing Commissioner Anne Miller to the CFRPC Board
12. Swine & Wine Special Event Application
13. Resolution 2025-05 FDOT PTGA Wauchula Municipal Airport Rotating Beacon and Tower Project
14. Resolution 2025-06 Right of Way Vacation
15. Surplus Equipment

Recommended Action: Commission's Approval on items 11-15

Rene Sanow - 302 Azalea Hill Rd

Sanow addressed the Commission and expressed her concerns regarding Resolution 2025-06. Sanow stated this right-of-way was adjacent to her property and she felt this was already a high traffic and high crime area. Sanow was concerned that a high density development would only add to those issues. Sanow stated she would prefer to see a recreational park there instead.

Hatcher-Bolin stated the development itself was a separate issue and explained the contingency that the vacation only happens if a new plat is approved and recorded.

The developer, Sergio Jimenez, was present and said he would take the concerns into consideration.

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem r. Smith, Mayor Nadaskay

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

Nadaskay recessed the City Commission meeting and convened the CRA Board meeting.

CRA AGENDA

16. Approval of Minutes for 2/3/2025 CRA Workshop, and 2/10/2025 CRA Meeting

Recommended Action: Board's Approval

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

17. CRA RFP 24-05 Bid Award Recommendation

Recommended Action: Board's Approval

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

18. In-Fill Housing Funds

Recommended Action: Board's Approval

Amended motion to approve the use of in-fill housing funds to assist with future in-fill housing development on the Farr Grove property, specifically for the purposes of extending utilities and sidewalks to the area.

Motion made by Commissioner G. Smith, Seconded by Commissioner Albritton.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

Nadaskay adjourned the CRA Board meeting and reconvened the City Commission meeting.

19. Approval of CRA Board Actions

Recommended Action: Commission's Approval

Motion made by Commissioner Albritton, Seconded by Commissioner G. Smith.
Voting Yea: Mayor Pro Tem R. Smith, Mayor Nadaskay

REMINDERS

April 7, 2025 City Commission Workshop at 5:00 pm

April 14, 2025 City Commission Meeting at 6:00 pm

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the City Commission meeting at 7:02 p.m.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk



WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

April 7, 2025

Wauchula Community Redevelopment Agency
CRA Board
126 S. 7th Avenue
Wauchula, FL 33873

Dear CRA Board Members:

The Wauchula Community Redevelopment Agency issued a Request for Qualifications (RFQ) for Professional Engineering Services (RFQ CRA 25-01). The RFQ was posted on the City's website, the Wauchula Community Redevelopment Agency Facebook page, and through the online system, DemandStar. An ad was also run in the Lakeland Ledger. Three proposals were received by the for Professional Engineering.

A selection committee was organized to review and evaluate the proposals. At this time, the committee would like to recommend that the Wauchula Community Redevelopment Agency enter into a Professional Engineering Services Agreement with Kimley-Horn & Associates.

Sincerely,

Jessica Newman
CRA Director



WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

April 7, 2025

Wauchula Community Redevelopment Agency
CRA Board
126 S. 7th Avenue
Wauchula, FL 33873

Dear CRA Board Members:

The Wauchula Community Redevelopment Agency issued a Request for Qualifications (RFQ) for Professional Planning Services (RFQ CRA 25-02). The RFQ was posted on the City's website, the Wauchula Community Redevelopment Agency Facebook page, and through the online system, DemandStar. An ad was also run in the Lakeland Ledger. Two proposals were received by the for Professional Planning.

A selection committee was organized to review and evaluate the proposals. At this time, the committee would like to recommend that the Wauchula Community Redevelopment Agency enter into a Professional Planning Services Agreement with Kimley-Horn & Associates.

Sincerely,

Jessica Newman
CRA Director