



CITY COMMISSION AND CRA BOARD WORKSHOP AGENDA

Monday, April 07, 2025 at 5:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

OPEN COMMISSION WORKSHOP

- 1.** Hardee Youth Center Lease Renewal Request
- 2.** Sign Permit Application - 915 N 6th Ave
- 3.** Foreclosure - 126 E Townsend St
- 4.** Foreclosure - 121 W Main St
- 5.** Forbearance Agreement - 212 Louisiana St
- 6.** Ordinance 2025-04 Future Land Use Map Amendment for Hardee County BOCC Property on US Highway 17
- 7.** Ordinance 2025-05 Zoning Amendment for Hardee County BOCC for Property on US Highway 17
- 8.** Ordinance 2025-06 Fencing Text Amendment
- 9.** Resolution 2025-07 Variance for 314 S 10th Ave
- 10.** ITN 25-01 Employee Medical Self-Funded Pools
- 11.** Special Event Application - Hometown Happy Hour
- 12.** Crime Statistics Update

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

CLOSE COMMISSION WORKSHOP

OPEN CRA WORKSHOP

- 13.** CRA RFQ 25-01 Award Recommendation
- 14.** CRA RFQ 25-02 Award Recommendation

ADJOURNMENT

LEASE AGREEMENT
YMCA BUILDING #2(TEEN CENTER & BASKETBALL COURTS)

THIS AGREEMENT ("Agreement") is made to be effective as of the 22nd day of June, 2022 (the "Effective Date"), by and between HARDEE YOUTH CENTER, INC., a Florida not-for-profit corporation ("Tenant"), and the CITY OF WAUCHULA, FLORIDA, a municipal corporation created under the laws of the State of Florida (hereafter the "CITY").

RECITALS

1. The CITY owns certain property at 132 S. 10th Avenue, City of Wauchula, Florida, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereafter the "Premises").
2. Buildings and other improvements have been previously constructed on the Premises have been operated by others as a Young Men's Christian Association ("YMCA") Facility, including the YMCA Building No. 2 for building for teen center, youth sports, fitness, care and enrichment programs for the youth of Hardee County, Florida, the associated administrative and management functions, and for no other purpose whatsoever.
3. The buildings and improvements depicted on Exhibit "A" hereof shall hereafter be referred to as the "Youth Sports Fitness Facility," and the uses to which the Youth Sports Fitness Facility.
4. The parties previously entered into a Lease Agreement for the facilities depicted in Exhibit A, effective July 17, 2017, which agreement has expired.
5. The parties now wish to enter into this Lease Agreement to address the continued operation and maintenance of the youth Sports Fitness Facilities in accordance with the terms hereof.

ACCORDINGLY, In consideration of the mutual covenants and agreement hereinafter set forth, and the rent reserved by CITY to be paid by Tenant, CITY hereby leases and demises unto Tenant, and Tenant hereby does Agreement from CITY that certain real property situated in Hardee County, Florida, hereinafter described, for the terms, and at the rentals, and upon the terms and conditions, hereinafter set forth:

Section 1. Recitals. The above Recitals are true and correct and form a material part of this Agreement.

Section 2. Premises; Joint Use of Parking Lot. CITY is the owner of certain property, the legal description of which is attached as Exhibit "A" hereto. The Premises

are being rented to Tenant in an "as is" condition. The CITY shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises. Tenant shall maintain the premises exterior and interior in good repair. Finally, CITY and Tenant agree that Tenant shall share use of the parking lot described in Exhibit "B" attached to and incorporated in this Agreement (hereafter the "Shared Lot"). If the CITY determines that the Shared Lot has to be resurfaced or otherwise maintained, The CITY shall send a bill to Tenant for Tenant's share of maintenance expenses for the Shared Lot (not to exceed fifty (50%) percent of the total maintenance expenses), and Tenant shall pay same to CITY within thirty (30) days of the date on the bill.

Section 3. Term. The term of this Agreement, and the accrual of rents hereunder, shall commence on the following date: June, 22 2022 (hereinafter referred to as the "Commencement Date") and the term shall extend for a period of three (3) years thereafter, ending at 11:59 p.m. on the following date: June, 21, 2025 ("Expiration Date"). The City shall have the option of extending the Agreement for two (2) one (1) year terms and the City Manager will approve and execute each extension or terminate the agreement at the end of any given term. Provided, however, that Tenant may terminate this Agreement upon by providing written notice to the CITY of Tenant's intent to terminate which shall have the effect of terminating this Agreement effective the sixtieth (60th) day following the day Tenant delivers its notice of termination to CITY.

Section 4. Rent; Utilities. Tenant agrees to pay CITY, without demand, setoff or deduction, a fixed minimum rent (hereinafter referred to as "Base Rent") of \$1.00 for the entire term. The parties agree and acknowledge that the CITY provides water, sewer, solid waste collection, and electric utilities to the Premises. For any consumption of water, sewer, solid waste collection, or electric service on the Premises, Tenant agrees to pay the then prevailing rates, fees, and charges in accordance with CITY rate resolutions, ordinances, and tariffs.

Section 5. Use; Conditions. Tenant, its successors and assigns, agrees to use the Premises continuously and exclusively for the following purposes, including but not limited to the coordination and sponsorship of teen and youth activities, a teen center, youth sports and physical fitness, care and enrichment programs within a recognized curriculum for the teen, youth and citizens of Hardee County, Florida, the associated administrative and management functions, and for no other use or purpose whatsoever. Tenant, at Tenant's expense, shall comply with all laws, ordinances, rules and regulations of governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon CITY or Tenant with respect to the use, occupation or alteration of the Premises.

Section 6. Maintenance. The CITY shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises. Tenant shall maintain the Premises exterior and interior in good repair.

Section 7. Surrender of Premises. Tenant shall, upon expiration of the term hereof, or any earlier termination of this Agreement for any cause, surrender to CITY the Premises, including without limitation, all building apparatus, and all alterations, improvements and other additions thereto that have been made or installed by either party in or upon the Premises. If Tenant is not then in default, Tenant may remove its business equipment, signs and other non-attached personal property, and trade fixtures, provided that if any of the aforementioned personal property is removed that Tenant shall restore and repair any damage to the floors, walls or exterior of the buildings occasioned by said removal. If any part of the Premises has been rendered untenable by a casualty for which the Tenant is solely insured, then tenant shall, prior to surrender of Premises, remove debris and restore the Premises to a grade suitable for reconstruction of buildings similar to those previously existing upon the Premises.

Section 8. Quiet Enjoyment. CITY covenants that so long as Tenant pays the rent reserved in this Agreement and performs its agreements hereunder, Tenant shall have the right to quietly enjoy and use the Premises for the term hereof subject only to the provisions of this Agreement.

Section 9. Assignment. Tenant acknowledges that Tenant's agreement to operate in the Premises for the use permitted in hereunder was a primary inducement and precondition to CITY's agreement to lease the Premises to Tenant. Accordingly, Tenant shall not assign the Agreement nor any right hereunder, nor let or sublet all or any part of the Premises, nor suffer or permit any person or corporation to use any part of the Premises, without first obtaining the express prior written consent of CITY, which consent shall not be unreasonably withheld, and any attempted assignment contrary to this section shall terminate this Agreement.

Section 10. Alteration to the Premises. Tenant shall be entitled to construct at its expense additional improvements upon the Premises. All alterations or additions made by Tenant shall comply with all laws, codes, rules and regulations of governmental authorities. All structural improvements shall be subject to prior written approval from CITY, which approval shall not be unreasonably withheld.

Section 11. Liens. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to indemnify and hold harmless CITY from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanic's, material man's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises.

Section 12. Casualty. Tenant shall have the right but not the obligation to obtain and keep in force and effect insurance for losses resulting from damage to the Premises. In the event the Premises or a portion thereof are rendered untenable by fire or other casualty, then Tenant shall be entitled to all of the insurance proceeds from policies which Tenant has obtained and maintained. CITY shall have the right but not

the obligation to obtain and keep in force and effect insurance for losses resulting from damage to the Premises.

Section 13. Insurance. Tenant agrees to carry, or cause to be carried, at its expense, during the term hereof workmen's compensation insurance and public liability insurance on the Premises and any adjacent parking or common areas, providing coverage of not less than \$1,000,000.00 for personal injury or death arising out of any one occurrence with an aggregate limit of \$3,000,000.00, and for property damage insurance in an amount of not less than \$100,000.00 for damage to property arising out of any one occurrence. Tenant agrees to carry, or cause to be carried, at its expense, during the term hereof insurance for fire and extended coverage, insuring the improvements constituting the Premises for the full insurable value thereof. CITY may require reasonable increases in the levels of insurance under this paragraph. All policies under this section will name the CITY as an additional insured.

Section 14. Indemnification. CITY shall not be liable for injury or damage caused to any person or property by reason of the failure of Tenant to perform any of its covenants or agreements hereunder. Tenant agrees to indemnify and hold harmless CITY from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to persons (including loss of life) or property which may arise or be claimed to have arisen as a result of or in connection with, or in any way related to the occupancy or use of the Premises by Tenant, whether or not occurring or resulting in damage or injury within the Premises. This obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

Section 15. Default. In the event Tenant shall (a) fail to make any rental or other payment due hereunder (all of such payment obligations being referred to as "monetary obligation") within ten (10) days after same shall become due, or (b) be adjudged bankrupt, or (c) make an assignment for the benefit of its creditors, or (d) have its leasehold estate taken upon execution against Tenant, or (e) abandon the Premises during the term hereof, or (f) breach or fail to perform any of the agreements herein (other than a monetary obligation), and shall fail to cure such breach within ten (10) days after written notice from CITY, such event shall constitute an event of default and may, at CITY's option, constitute a premature termination. Upon the occurrence of any one or more events of default specified herein, CITY may pursue such remedies as are available under applicable law. In the event either party files legal action to enforce its rights hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, in connection therewith (and including appellate actions).

Section 16. Waiver or Estoppels. The failure of CITY to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Agreement, or exercise any option of CITY herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of CITY hereunder and shall not be

deemed a waiver of any subsequent breach or default by Tenant of the covenants or conditions herein. Receipt of rent by CITY, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach and no waiver by CITY of any provision hereof shall be deemed to have been made unless expressed in writing and signed by CITY.

Section 17. Condemnation. In the event a part of the demised Premises be taken by reason of the exercise of the right of eminent domain by any public or quasi-public authority, or be conveyed in settlement of threatened eminent domain proceedings (both of which are hereinafter referred to as a "taking"), and which taking results in the taking of all of the Premises or such a substantial and material portion of the Premises as will in Tenant's reasonable judgment preclude Tenant from operating Tenant's business from the Premises, then this Agreement and the terms hereof shall cease and expire and both parties hereto shall hereinafter be released from any obligation hereunder. Tenant shall be entitled to all damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable but only to the full extent of the value of Tenant's contributions or expenditures for any improvements to the Premises, as well as relocations costs and interruption damages as they might be available to the Tenant.

Section 18. Notices. All notices and payments to be made to CITY under the terms of this Agreement shall be delivered to CITY at 126 S. 7th. Avenue, Wauchula, Florida 33873. All notices to be sent to Tenant under the terms of this Agreement, and legal notices which might be delivered to Tenant in conjunction with actions concerned with enforcement of terms of this Agreement or recoveries there under, shall be delivered to Tenant at _____, or to such other address as either party may subsequently request in writing.

Section 19. Renewal. The parties agree to enter into good faith negotiation to renew this Agreement under the same rent, terms and conditions for an additional period to be negotiated upon written notice of intent to renew by Tenant to CITY. Tenant agrees to provide this Notice at least 180 days prior to the Expiration Date.

Section 20. Right of First Refusal. The Tenant shall have right of first refusal to purchase the premises. Should CITY consider an offer to purchase the premises, CITY shall, prior to the thirtieth (30th) day preceding the closing on any such offer, disclose the offer to Tenant. Upon receipt of said offer by CITY, Tenant shall have an option to purchase the premises pursuant to the material terms of the offer. The time of closing shall not be considered a material term of any offer and Tenant shall have the right to close on or before the sixtieth (60th) day following receipt of the notice from CITY of the offer to purchase. Prior to the fifteenth (15th) day following receipt of said notice from CITY of an offer to purchase, Tenant shall provide notice of its intent to exercise its option to purchase. If Tenant fails to provide timely notice of its intent to exercise its option to purchase, Tenant's right of first refusal shall be deemed waived.

Section 21. Miscellaneous. This Agreement and the exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Premises. No amendment, modification or revision of this Agreement shall be effective unless in writing and executed by both parties hereto. Except as otherwise expressly stated, any reference to or requirement for CITY's consent shall use a reasonableness standard. If any term or provision of this Agreement or the application thereof to any present or circumstantial, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be in full force and effect, and only the provision found to be unenforceable shall be stricken from the terms hereof. Should CITY be unable to perform any of its obligations contained in this Agreement due to circumstances beyond its control, including but not limited to labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain material or services, strikes, acts of nature, or any other cause, CITY shall not be considered in default under the terms of this Agreement and Tenant shall not be excused from the obligation to pay all rents and charges required under this Agreement as the same become due. This Agreement shall be construed according to Florida law. Any action brought hereunder shall be filed and heard in Hardee County, Florida. The terms and conditions of this Agreement are binding upon the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first above written.

**CITY OF WAUCHULA, a Florida
municipal corporation**

By: K-H Nadaskay
Richard K. Nadaskay, Jr. Mayor
 Date: 6-1-2022

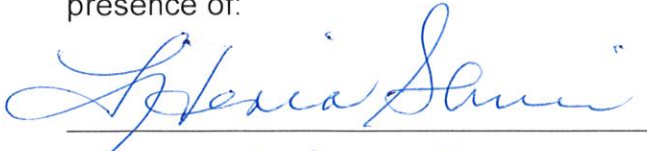
ATTEST:

Holly Smith
Holly Smith, City Clerk

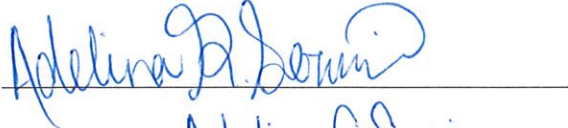
APPROVED AS TO FORM AND LEGALITY FOR THE USE
 AND RELIANCE OF THE CITY OF WAUCHULA, FLORIDA,
 ONLY

Thomas A. Cloud
Thomas A. Cloud, City Attorney

Signed, sealed and delivered in the
presence of:




Print Name: Lidenia Servin



Print Name: Adelina G. Servin

**HARDEE YOUTH CENTER, INC., a
Florida corporation**

By: 
Print Name: Thomas Trevino

Title: Director

Date: 6.22.2022

[CORPORATE SEAL]

[Remainder of page left intentionally blank]

DESCRIPTION SKETCH

SURVEYOR'S NOTES:

- 1) This is not a boundary survey.
- 2) Bearings are based on the North right-of-way line of the 60 foot plotted right-of-way lying South of Blocks 29 and 30, also known as Orange Street, as depicted in Carlton and McEwen Addition to Wauchula, Plat Book 01, Pages 02 through 11, Public Records of Hardee County, Florida, being assumed South 77°48'14" West.


DESCRIPTION

A parcel of land being a portion of Blocks 29 and 30, and a portion of a 60 foot plotted right-of-way between blocks 29 and 30, a 16 foot plotted alley way within Block 29, a portion of a 30 foot plotted right-of-way lying North of Blocks 29 and 30, also known as Court Street, all being depicted in Carlton and McEwen Addition to the City of Wauchula, Plat Book 01, Pages 02 through 11, public records of Hardee County, Florida, and a portion of a right-of-way known as South Florida Avenue, being more particularly described as follows:

BEGIN at the Southeast Corner of Block 29, as depicted in Carlton and McEwen Addition to the City of Wauchula, Plat Book 01, Pages 02 through 11, public records of Hardee County, Florida, thence South 77°48'14" West, along the North right-of-way line of the plotted 60 foot right-of-way, also known as Orange Street, 147.00 feet to the East right-of-way line of a 16 foot plotted alley way in said Block 29, thence continue South 77°48'14" West, along said North right-of-way line, 16.00 feet to the West right-of-way line of said alley way, thence continue South 77°48'14" West, along said North right-of-way line, 59.63 feet; North 02°10'15" West, 175.19 feet, thence South 75°58'10" West, 51.73 feet, thence North 89°46'35" West, 53.55 feet, thence South 00°34'38" West, 51.03 feet to the intersection with the East right-of-way line of said 60 foot plotted right-of-way, thence continue South 00°34'38" West, 45.98 feet, thence North 89°21'26" West, 51.11 feet to the intersection with the West right-of-way line of said 60 foot plotted right-of-way, thence continue North 89°21'26" West, 92.66 feet to the intersection with the East right-of-way line of road known as South Florida Avenue, thence continue North 89°21'26" West, 4.15 feet, thence North 00°02'22" East, 107.56 feet, thence North 88°56'10" East, 4.06 feet to the intersection with said East right-of-way line of South Florida Avenue, thence continue North 88°56'10" East, 41.75 feet to the intersection with said South right-of-way line of said 30 foot plotted right-of-way known as Court Street, thence continue North 88°56'10" East, departing said right-of-way line, 27.20 feet to the intersection with said West right-of-way line of a 60 foot plotted right-of-way, thence continue North 88°56'10" East, 51.16 feet to the intersection with the East line of said 60 foot plotted right-of-way, thence continue North 88°56'10" East, 14.05 feet, thence North 88°45'50" East, 52.52 feet, thence North 76°36'40" East, 53.71 feet, thence North 02°10'15" West, 29.09 feet to said South right-of-way of Court Street, thence North 77°48'14" East, 22.88 feet to the West right-of-way line of said alley way, thence continue North 77°48'14" East, along said South right-of-way line, 16.00 feet to the East right-of-way line of said alley way, thence continue North 77°48'14" East, 147.00 feet to the West right-of-way line of a 60 foot plotted right-of-way lying East of said Block 29, also known as 10th Avenue South, thence South 12°11'46" East, along said West right-of-way line, 205.00 feet to the POINT OF BEGINNING. Said Parcel containing 1.35 acres more or less.

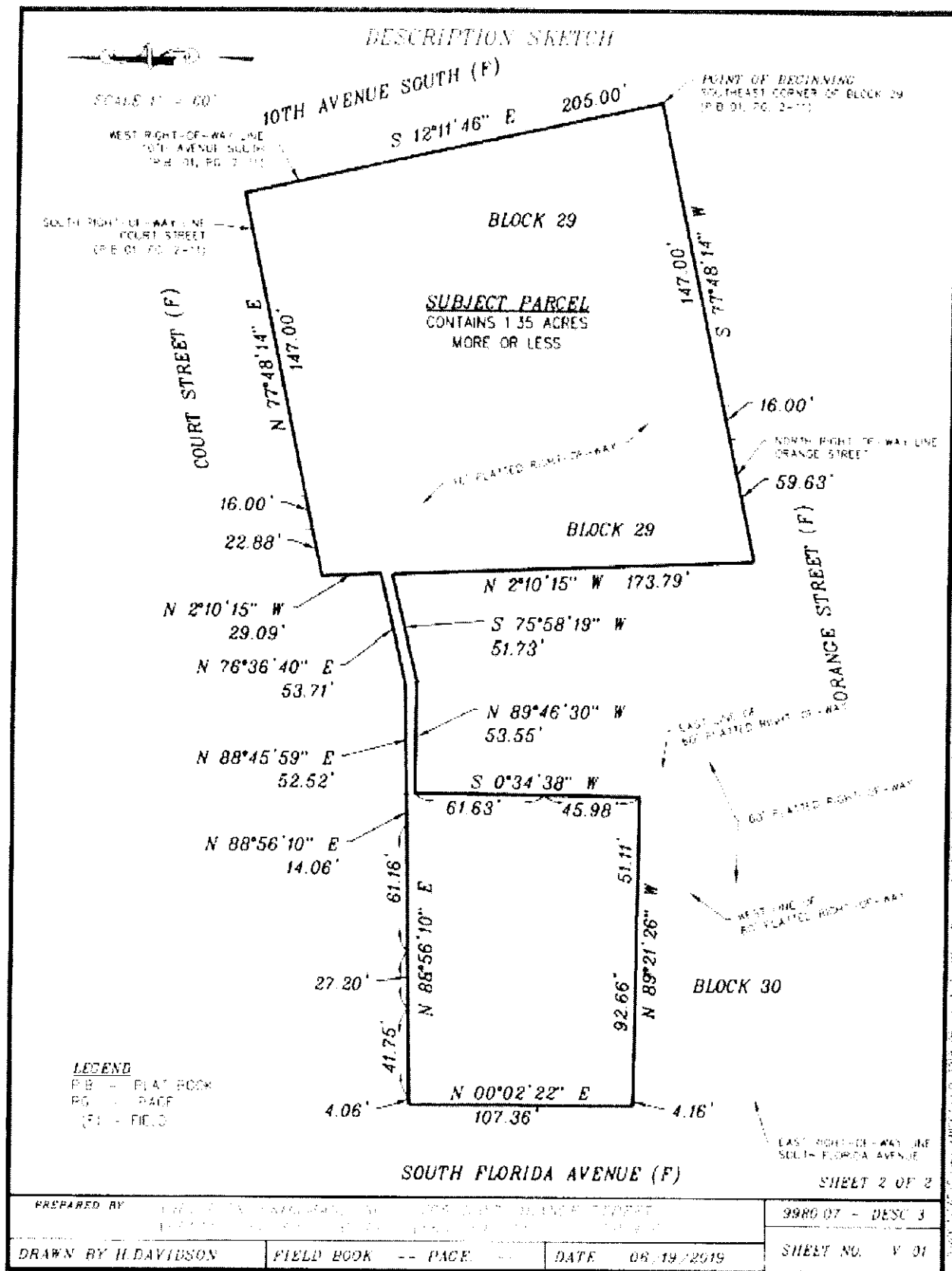
CERTIFICATION

I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 50-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.


 FRED A. AMMERMAN, R.L.S.
 FLORIDA REGISTRATION #4230
 AMMERMAN & ASSOCIATES, LLC
 THE SURVEY MAP AND REPORT ON THE COPIES HEREOF ARE NOT VALID
 WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

SHEET 1 OF 2

PREPARED BY	CHRISTIAN EMMANN, JR. - 300 EAST ORANGE - ORANGE, FL 32801 - (407) 253-1234	9980.07 - DESC 3
DRAWN BY: H. DAVIDSON	FIELD BOOK PAGE --	SHEET NO V-01
	DATE 06/19/2019	



DESCRIPTION SKETCHSURVEYOR'S NOTES

- 1) This is not a boundary survey.
- 2) Bearings are based on the North right-of-way line of the 60 foot plotted right-of-way lying South of Blocks 29 and 30, also known as George Street, as depicted in Carlton and McEwen Addition to Wausonville, Plat Book 01, Pages 02 through 11, Public Records of Hardee County, Florida, being assumed South 77°48'14" West.

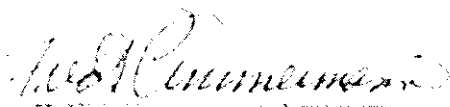
DESCRIPTION

A parcel of land being a portion of Block 29 and the right-of-way between Block 29 and Block 30 of Carlton and McEwen Addition to Wausonville, as depicted in Plat Book 01, Pages 02 through 11, Public Records of Hardee County, Florida.

Commence at the Southeast corner of said Block 29, thence South 77°48'14" West, along the North right-of-way line of a plotted 60 foot right-of-way lying South of said Blocks 29 and 30, also known as George Street, 222.63 feet to the POINT OF BEGINNING; thence continue South 77°48'14" West, along said North right-of-way line, 87.57 feet to the East right-of-way line of a plotted 60 foot right-of-way lying between said Blocks 29 and 30, thence continue South 77°48'14" West, along said North right-of-way line, 27.47 feet, thence North 00°34'38" East, 123.96 feet to the intersection with said East right-of-way line of said plotted 60 foot right-of-way, thence continue North 00°34'38" East, 61.63 feet, thence South 69°46'30" East, 51.55 feet, thence North 74°58'19" East, 51.13 feet, thence South 02°10'15" East, 123.79 feet to the POINT OF BEGINNING. Said parcel containing 19,594.5 Square feet, more or less.

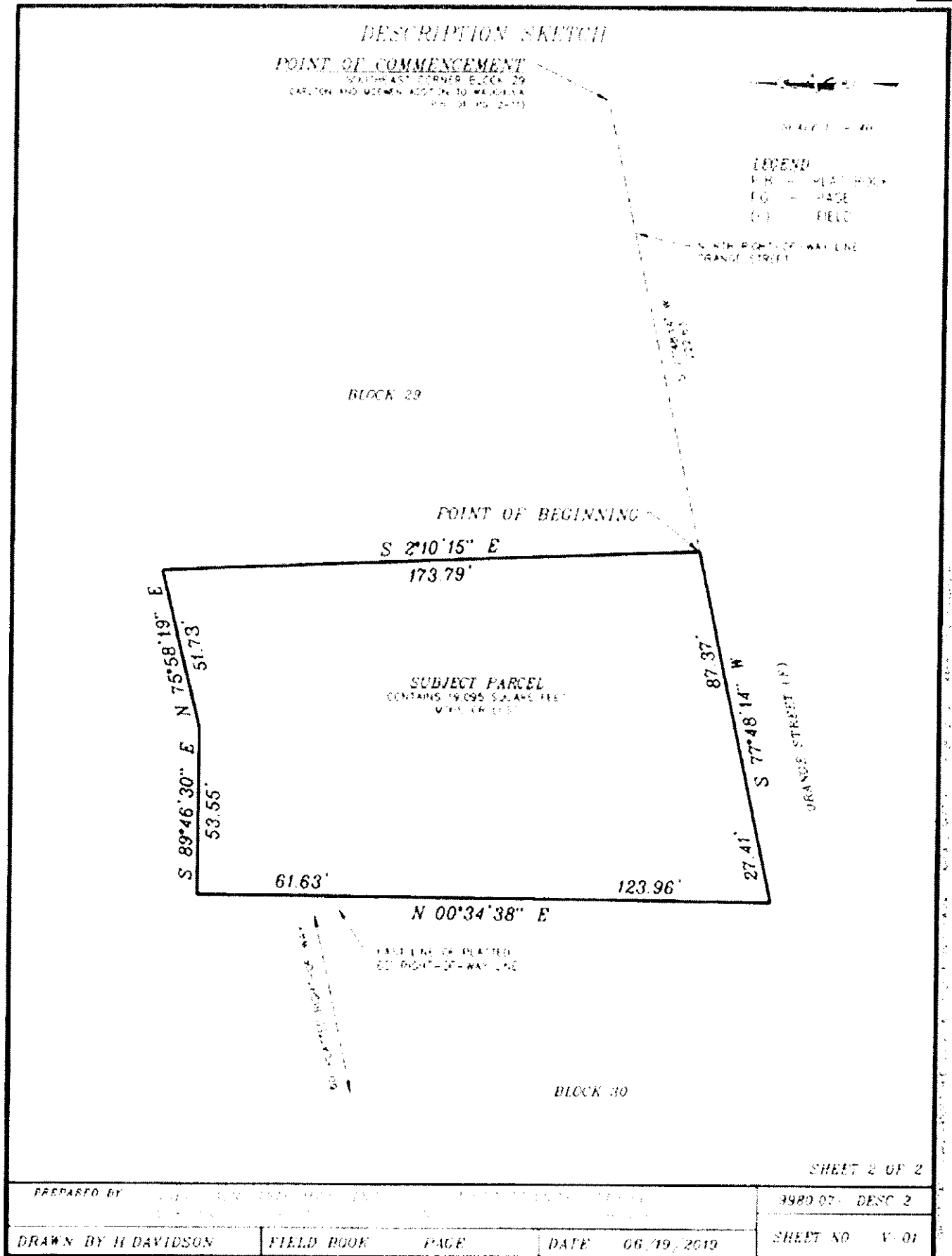
CERTIFICATION

I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5C-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.


 FRED P. AVMLERMANN, P.E.
 FLORIDA REGISTRATION #4220
 FAVMLERMANN@FSFENSKILLMAN.COM
 THE SURVEY MAP AND REPORT ON THE COPIES THEREOF ARE NOT
 VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

PREPARED BY	LESLIE M. JEFFERSON, P.E.	205 EAST ORANGE AVENUE	3980 07 DESC 2
DRAWN BY H. DAVIESON	FIELD BOOK	PAGE	DATE 06/19/2019
			SHEET NO 1 OF 1



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:

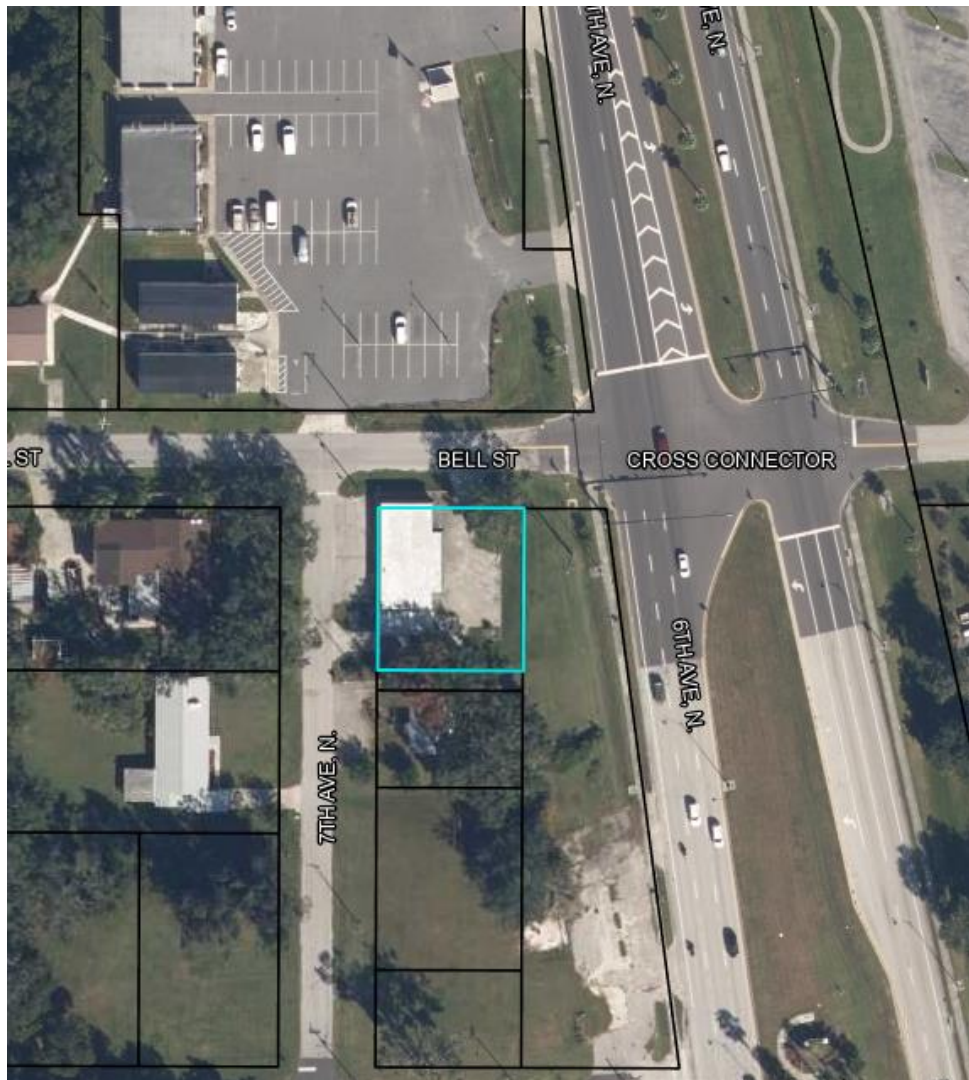
4.04.00(C) Billboards.

- (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 #2.

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.

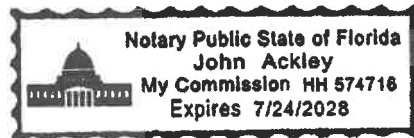
In testimony whereof, I have hereunto set my hand and official seal this 2nd day of December, 2024.

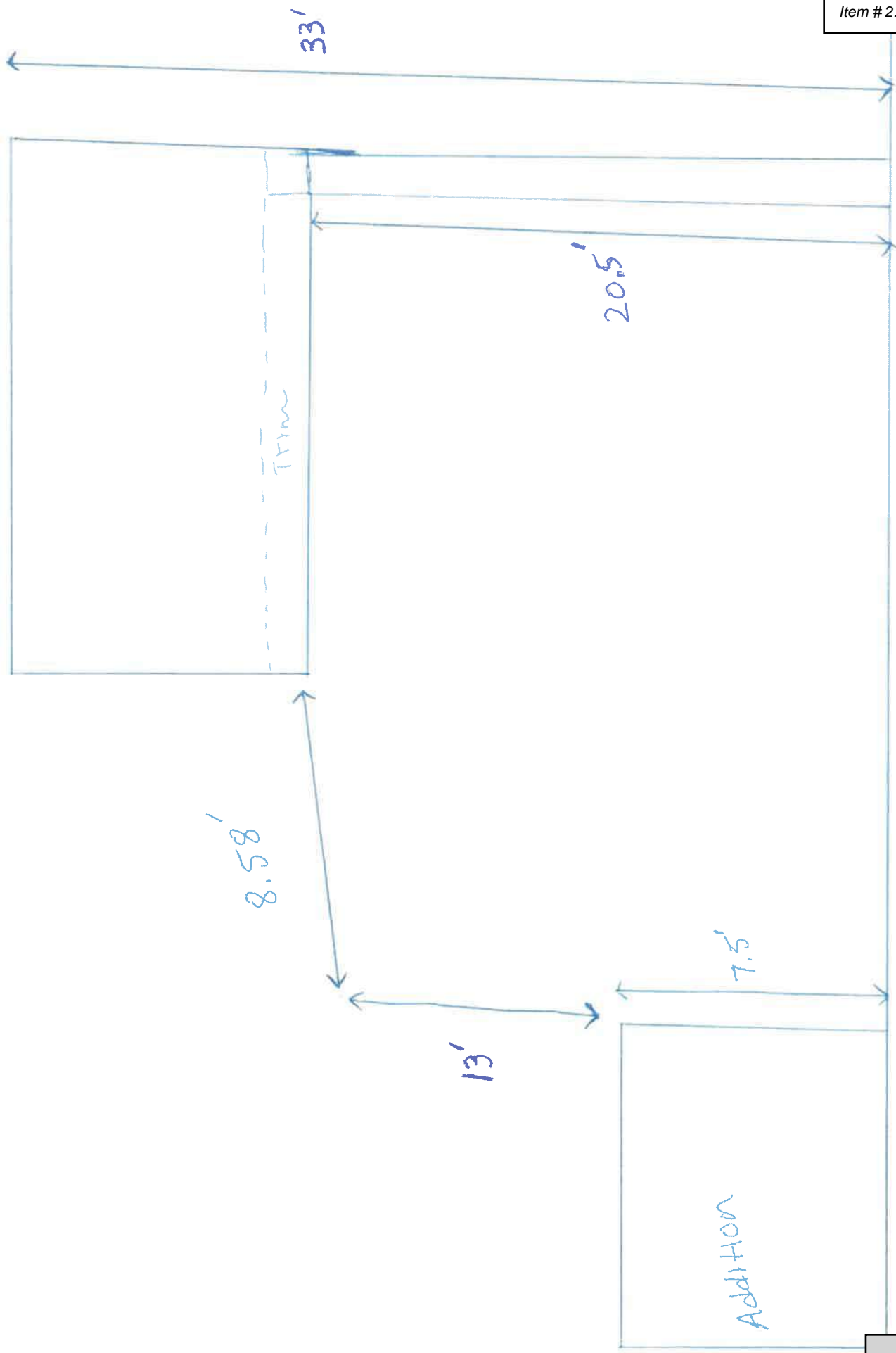
Notary Public

Printed Name: John Ackley

Notary No/Bar Roll No.: HH574716

My commission is: HH574716



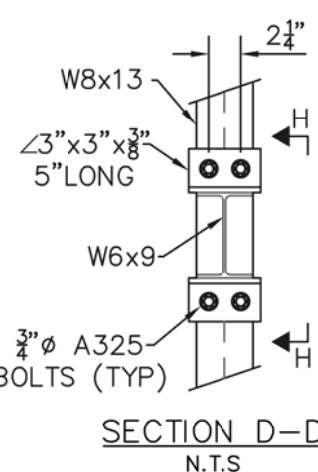
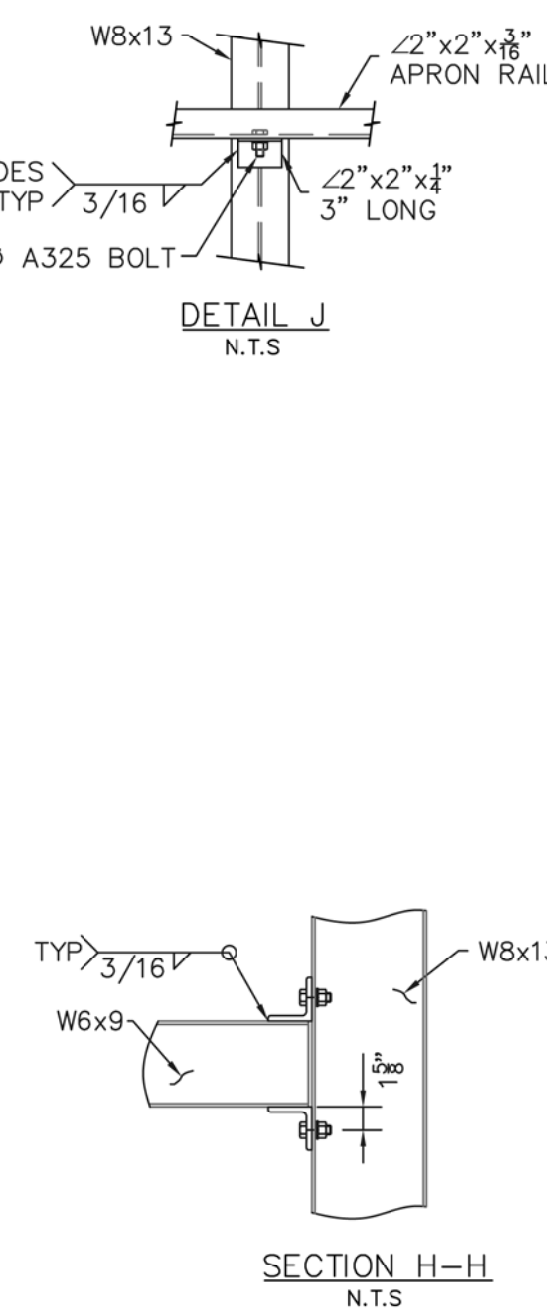
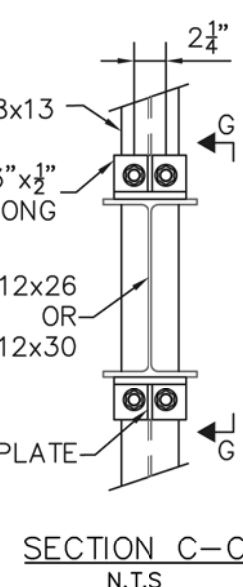
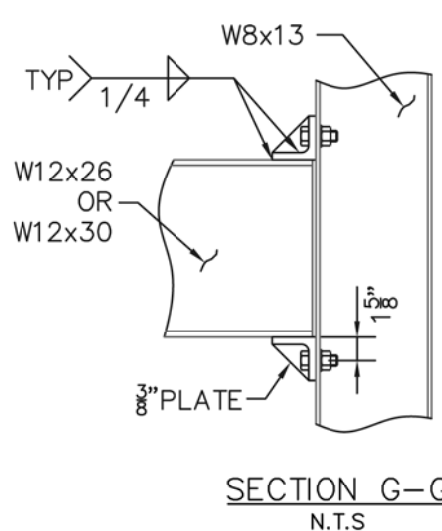
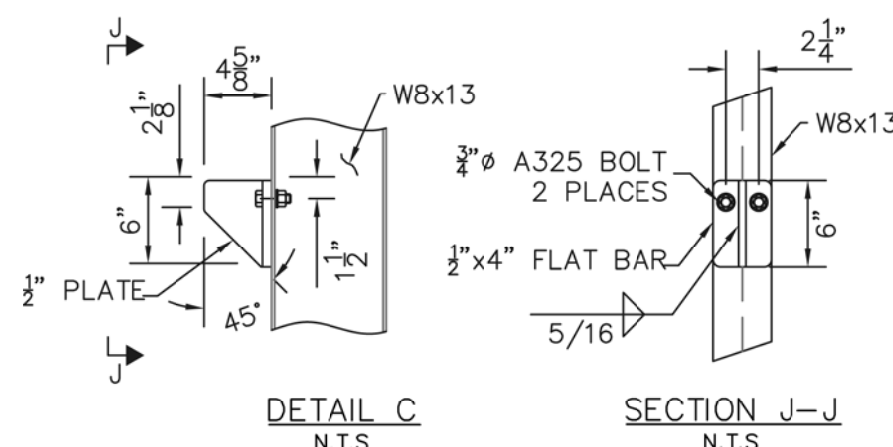
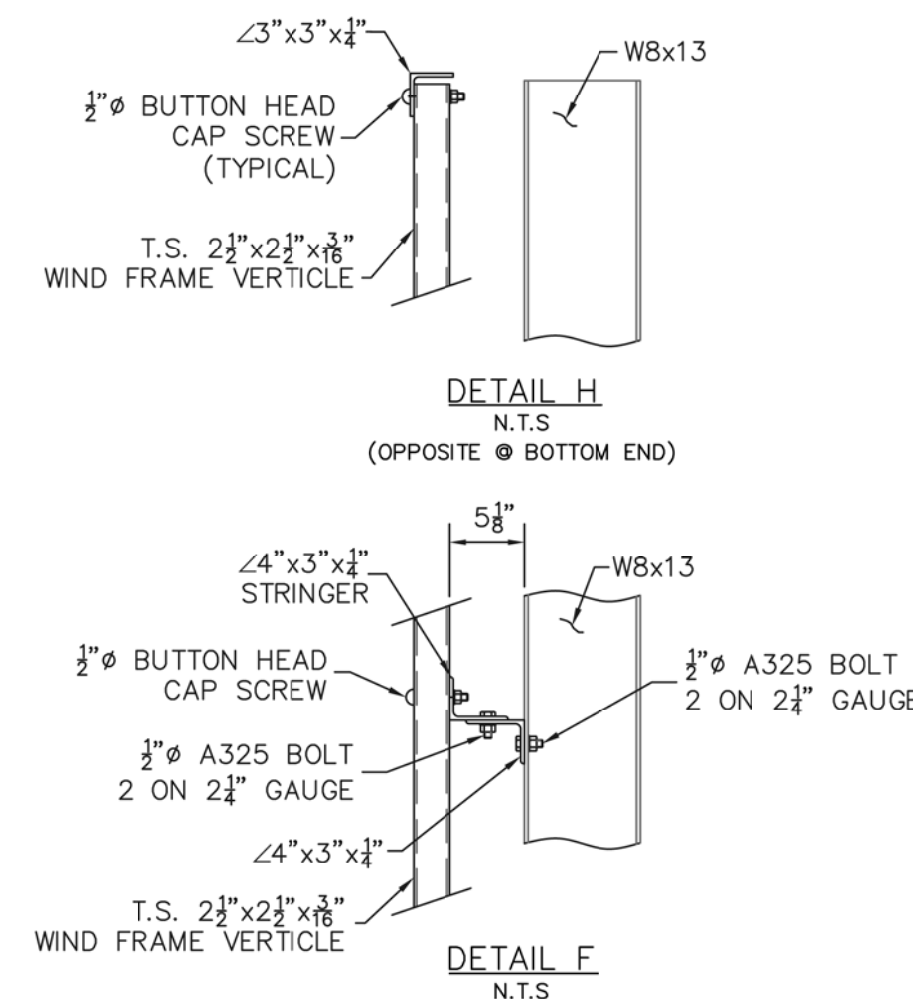
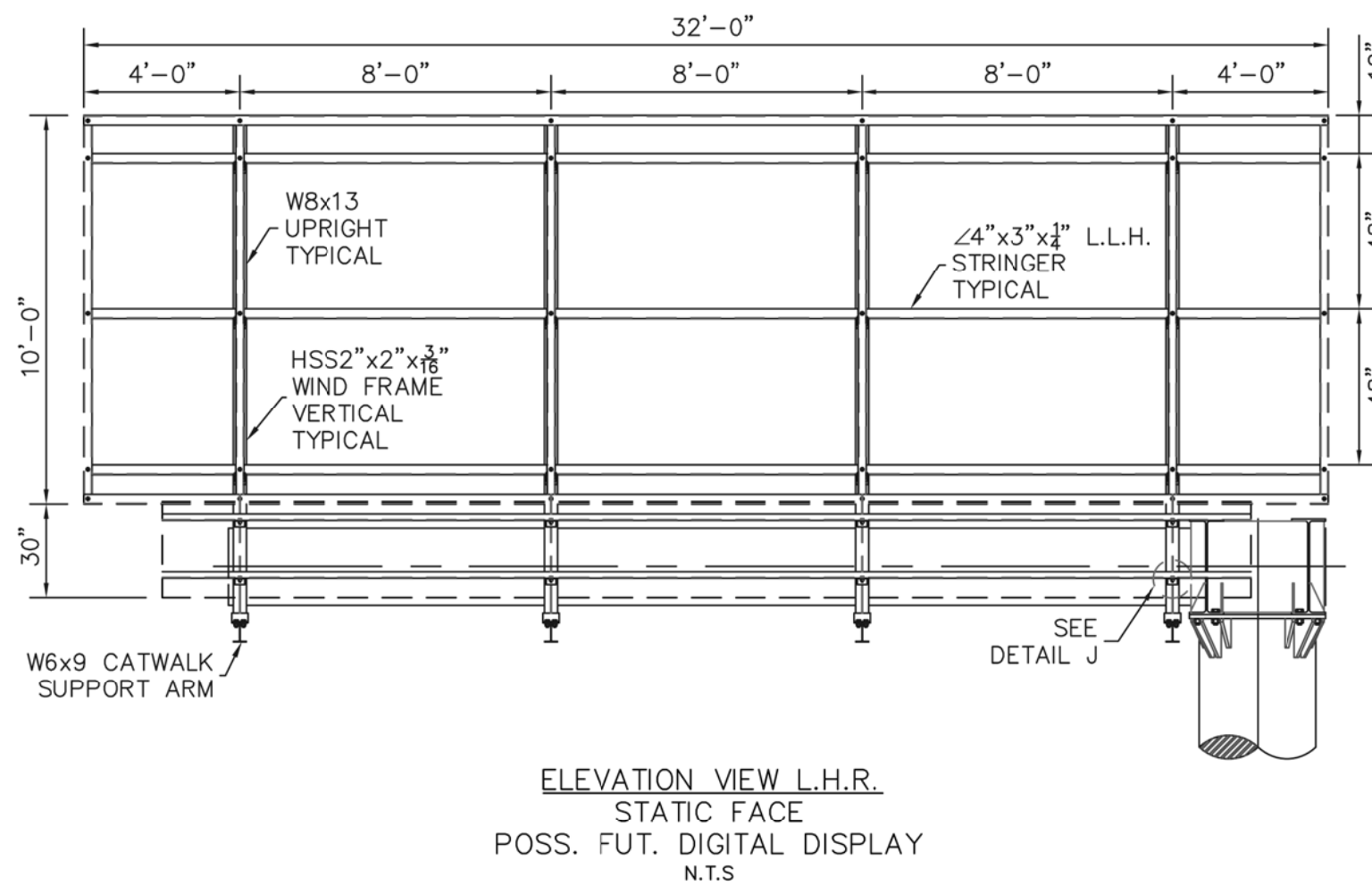
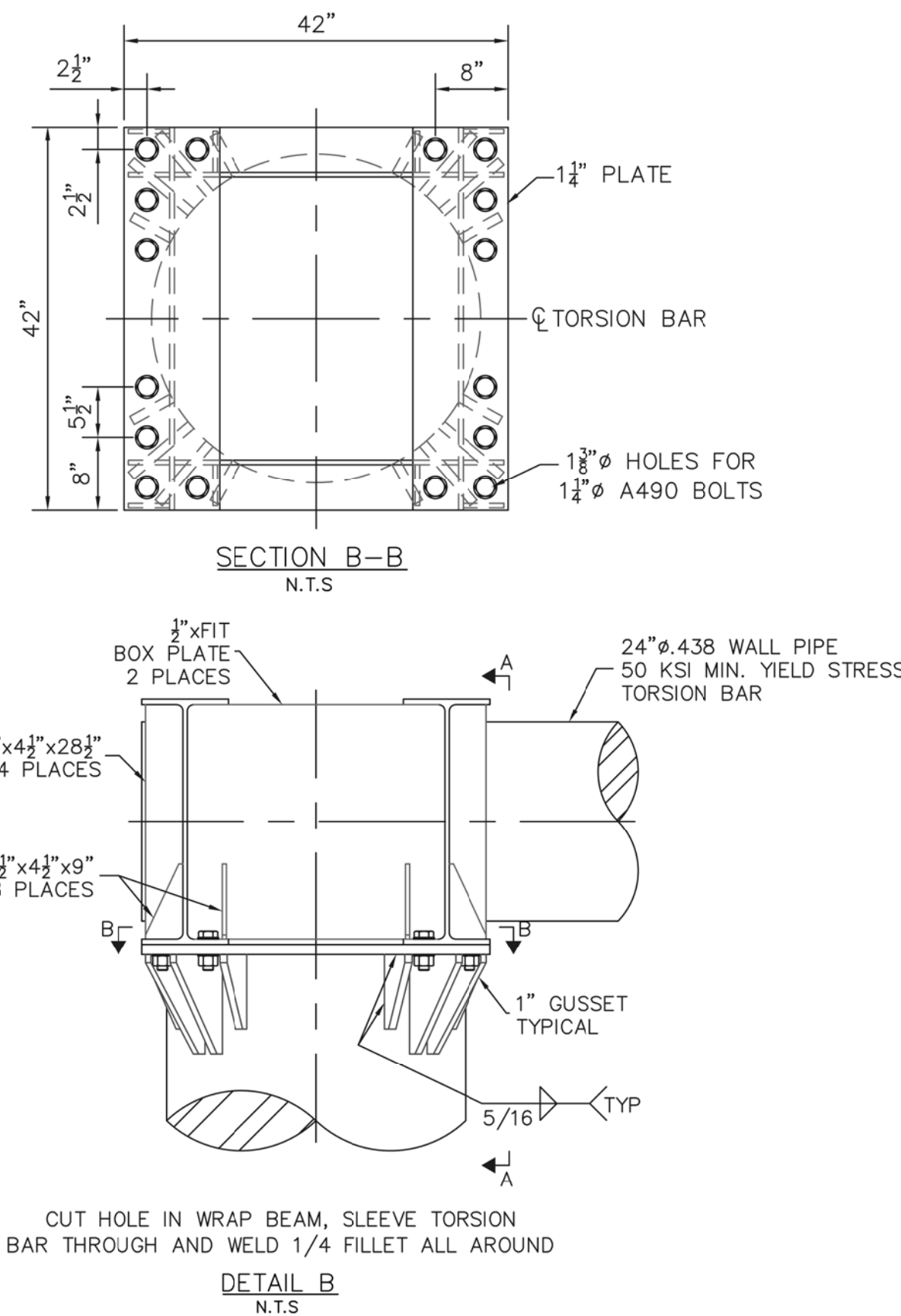
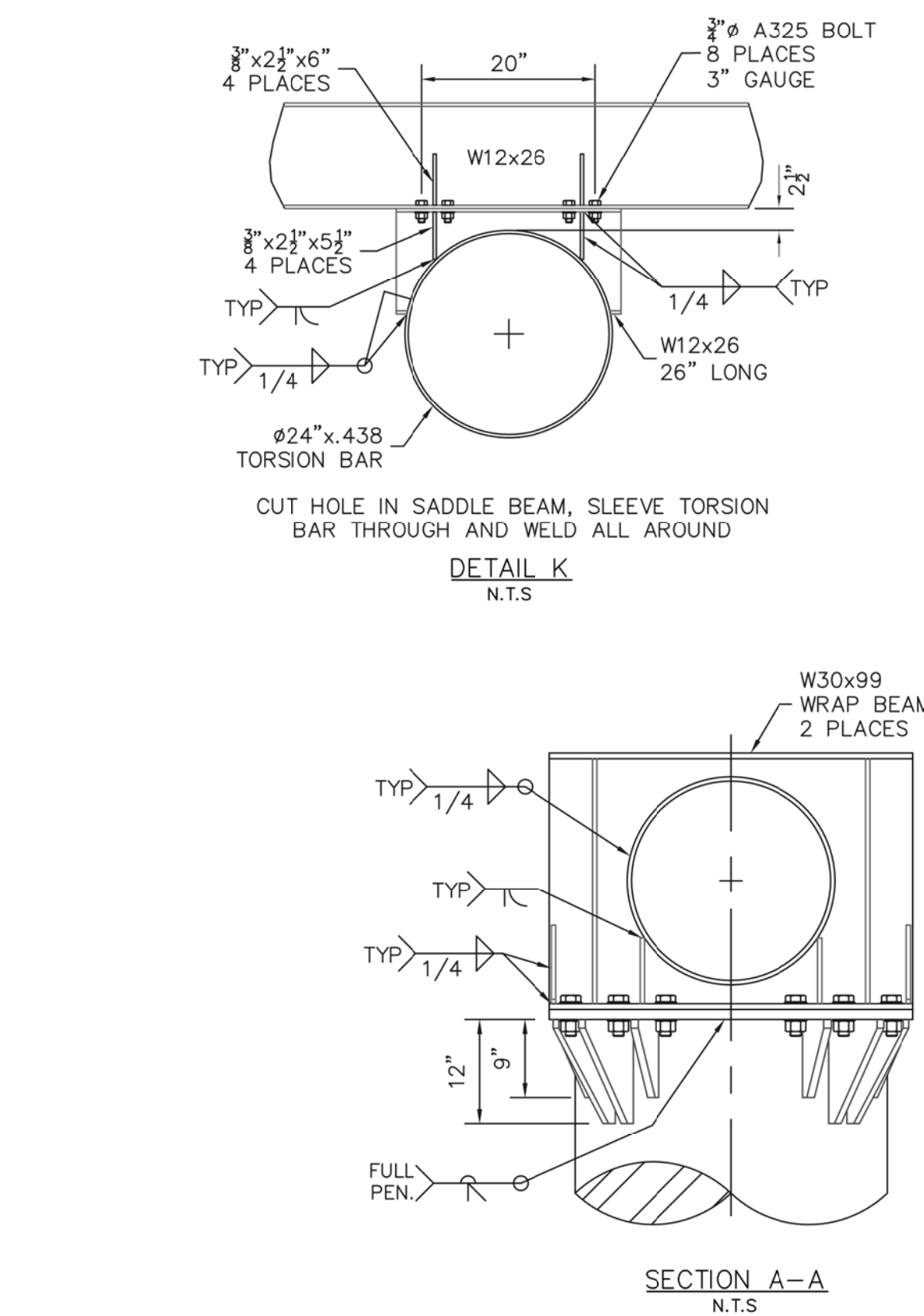
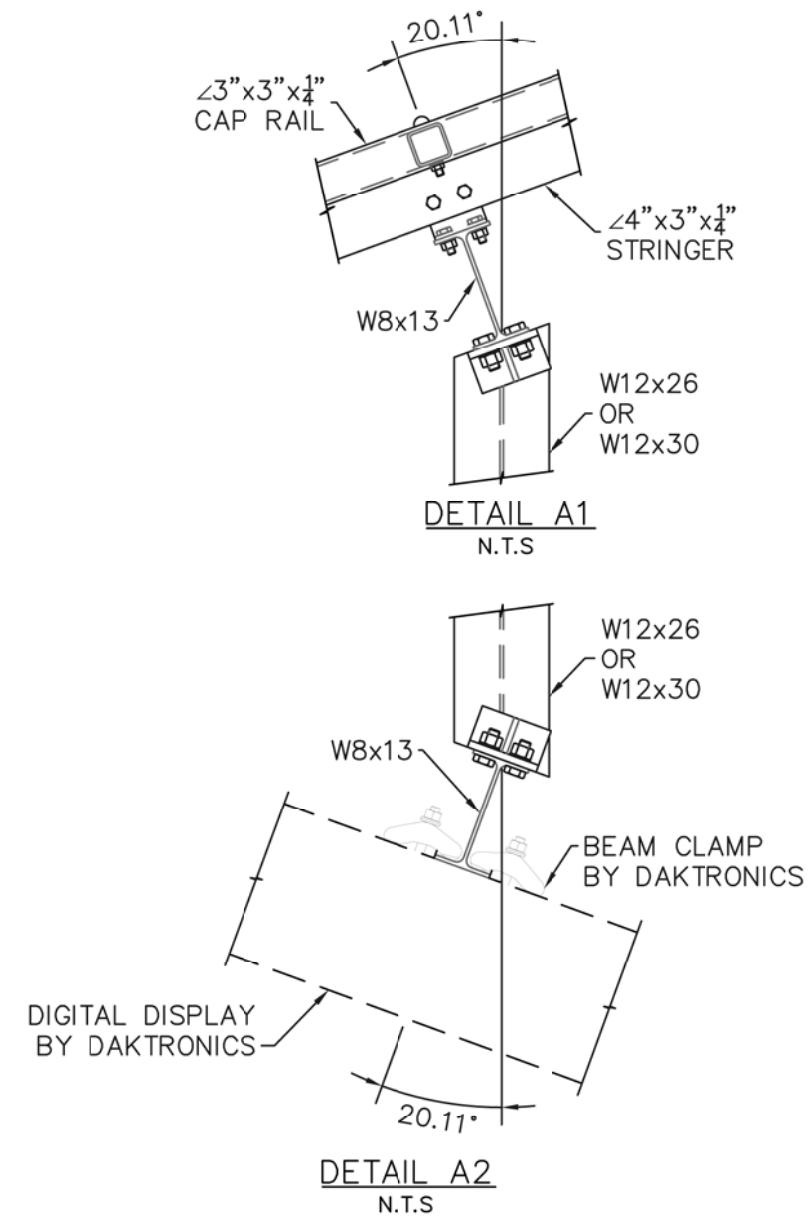
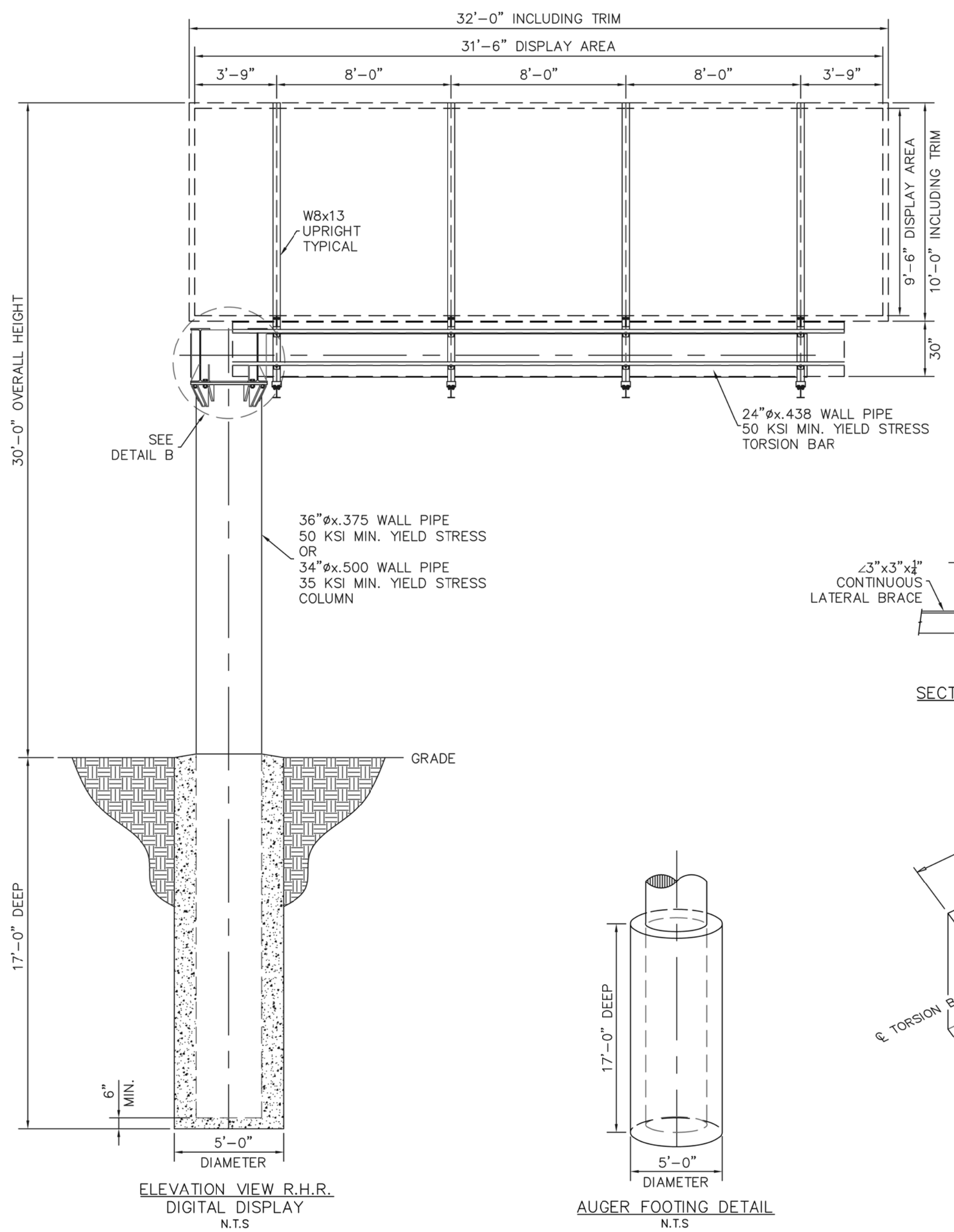
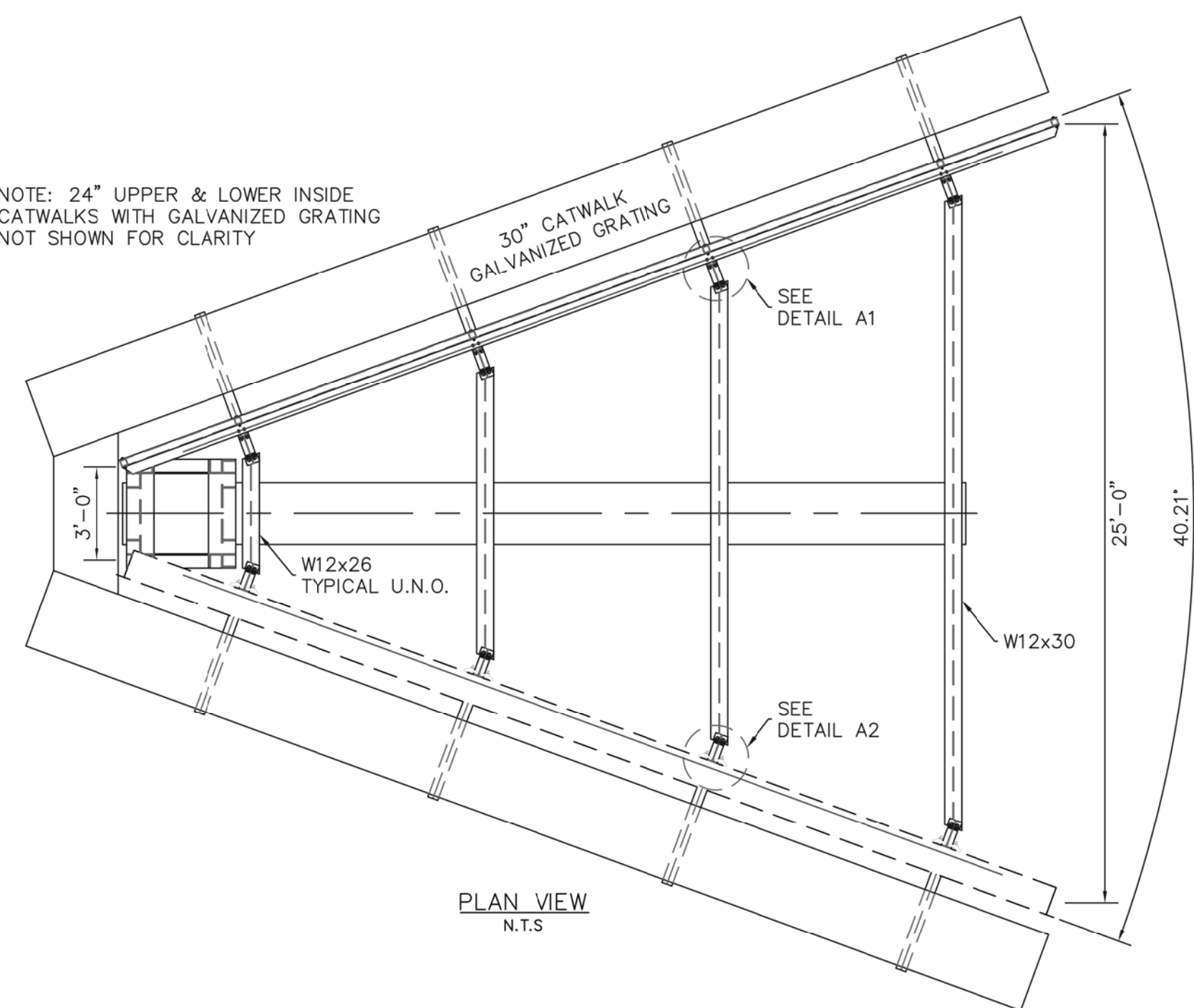


HEARTLAND SURVEYING LLC



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 $(200 \frac{PSF}{ft} * 2)=400$ 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:

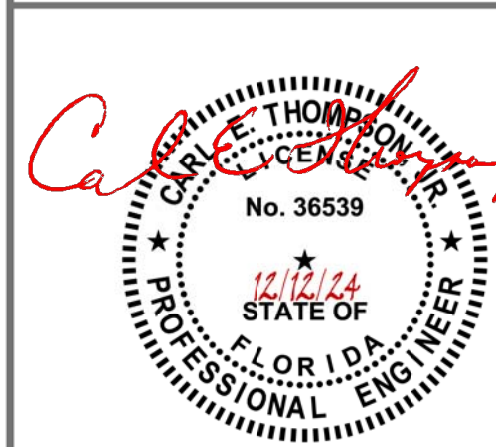
This drawing is for permit procurement purposes only and is for the sole use of T.E.S. and its designees. Unauthorized use is strictly prohibited.

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.

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

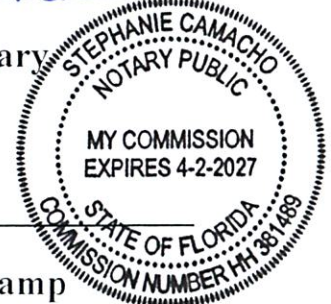

Raina H. Bergens

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

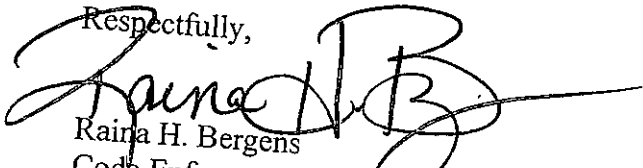
To Whom It May Concern:

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.

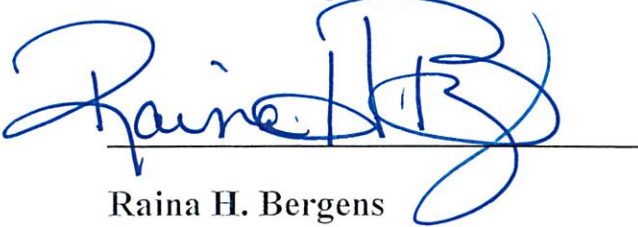
Respectfully,


 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

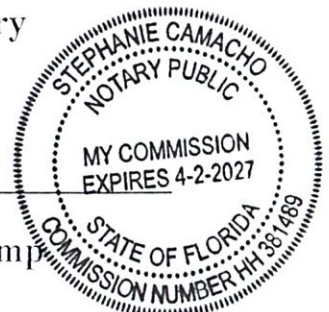
Code Enforcement Officer

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



Signature of Notary

Notary Public Stamp



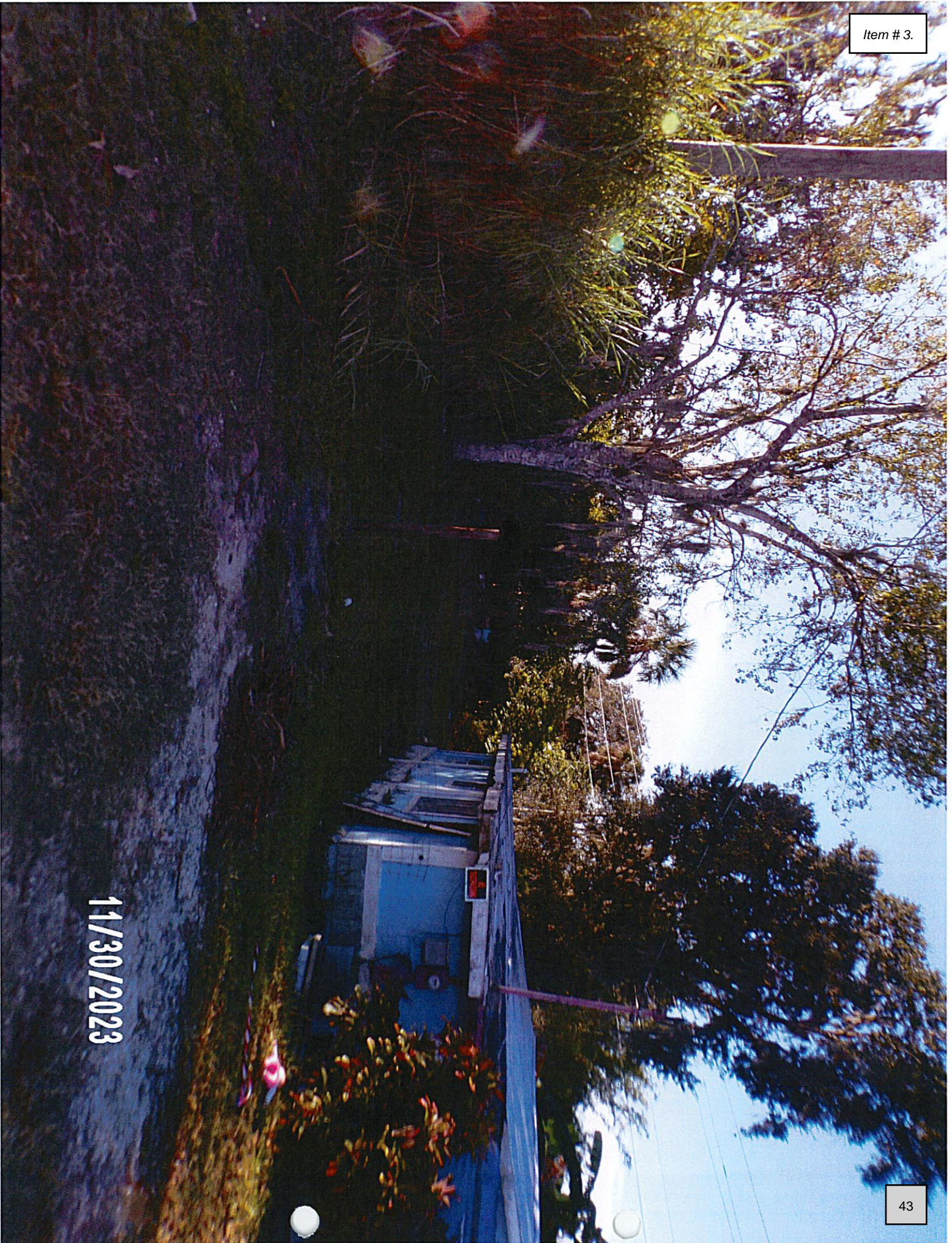
Personally known x or produced identification _____ Type
 of identification _____



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 # 3.

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.

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.

File Deleted from Public Records - The information contained herein is confidential and its release is prohibited by law. If you are a member of the public, you may request a copy of this information by contacting the appropriate agency or individual.

City of Wauchula

INVOICE

Item # 3.


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

DATE:
INVOICE #

5/30/24
23-175-M

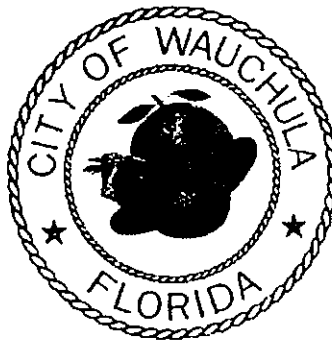
Bill To:

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

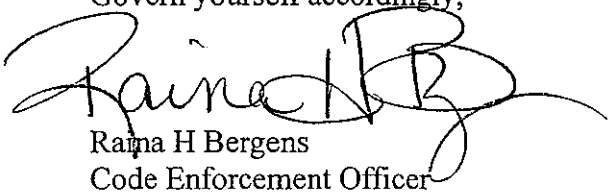
To Whom It May Concern,

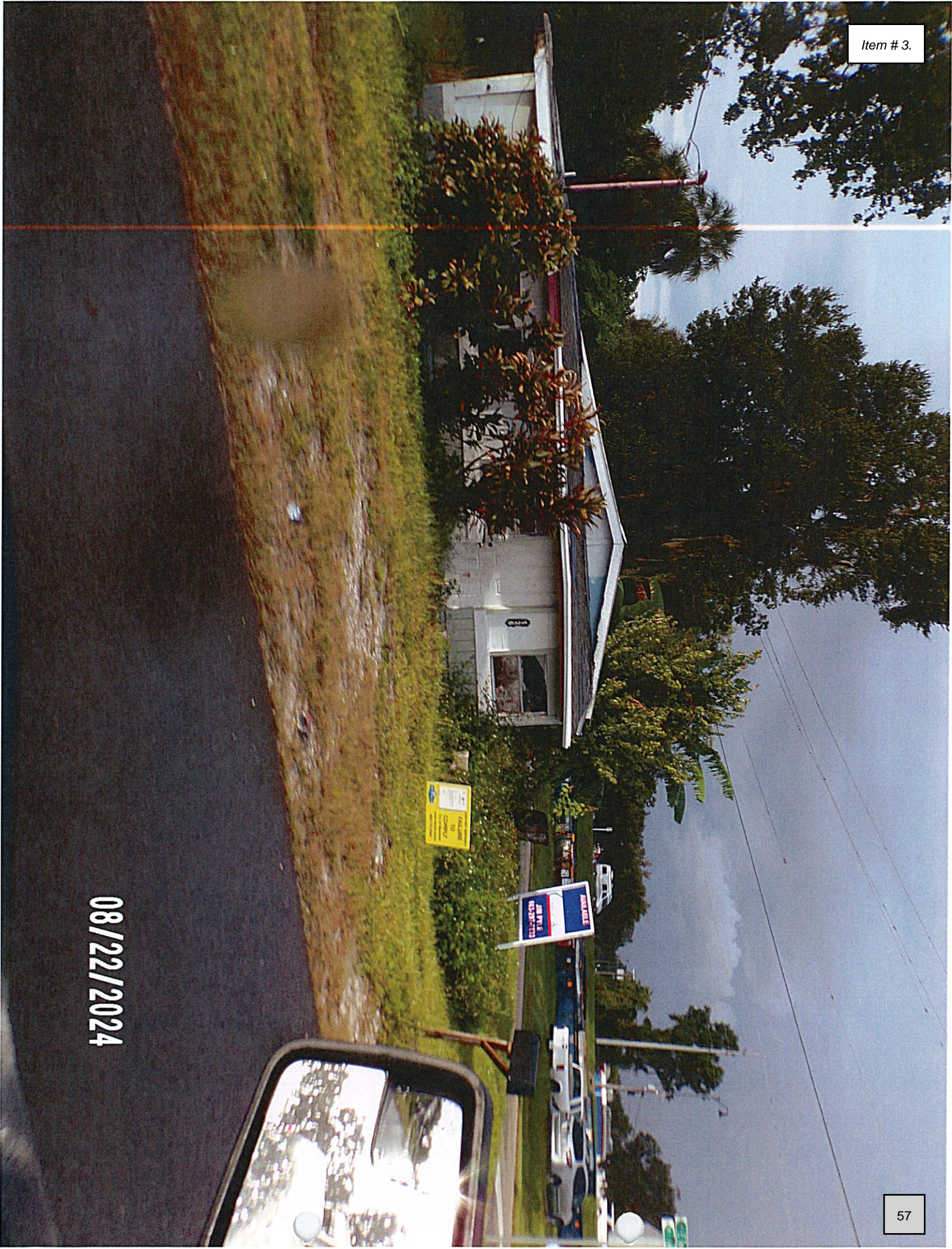
Please be advised that at the next regular monthly hearing the City of Wauchula Special Magistrate will hear evidence in regards to fine(s) or lien(s) accrued or filed against your above referenced property, in relation to the above-mentioned case number(s). The Special Magistrate will certify all unpaid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

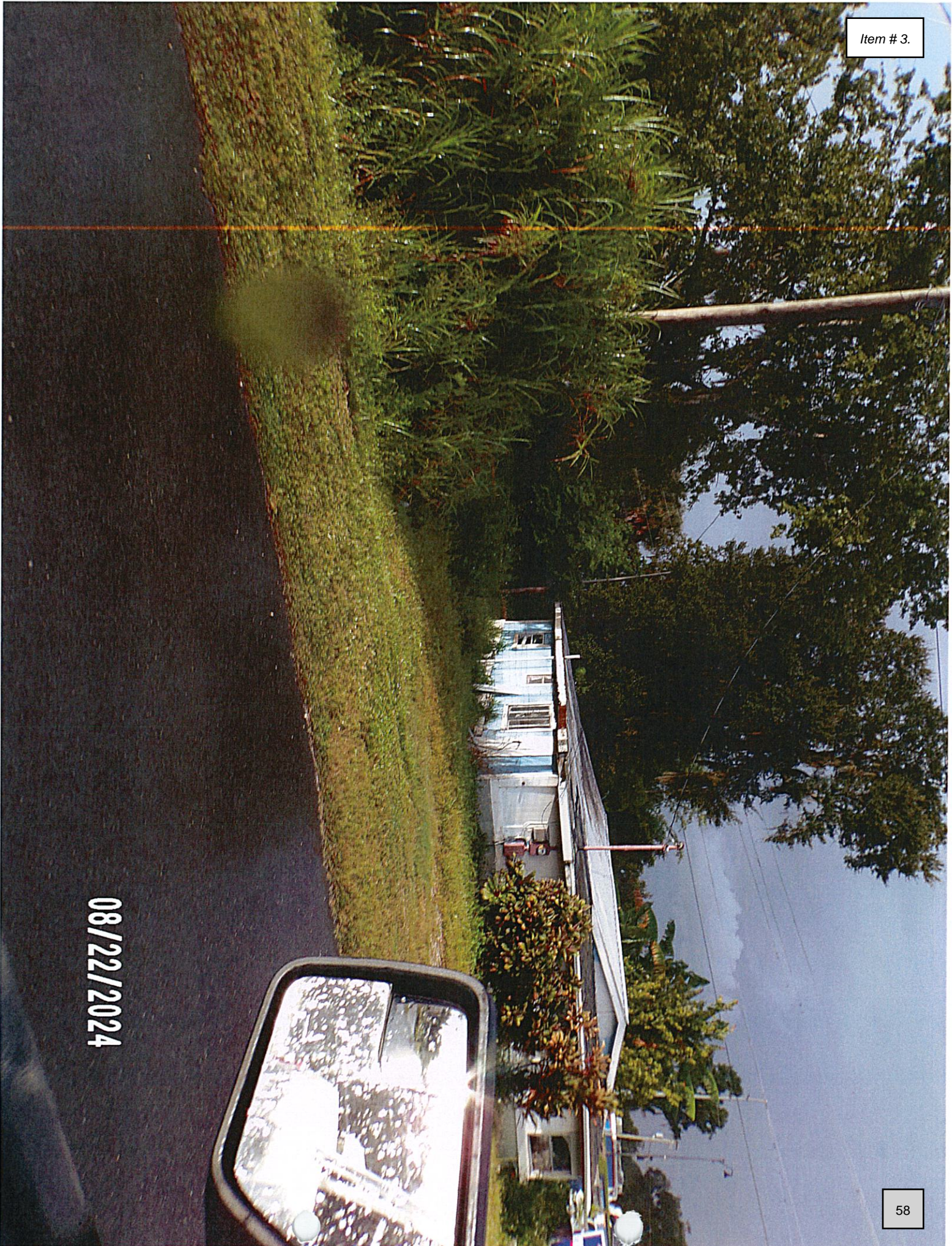
Govern yourself accordingly,


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.

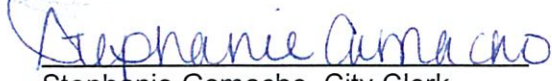
After due notice to Respondent(s) of a hearing before the Special Magistrate on August 22, 2024, concerning the Magistrate order dated November 30, 2023, and the Magistrate having considered the testimony of the Code Enforcement Officer(s), reviewed the current continuous fines, and other evidence of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

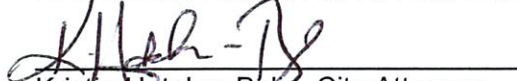
ATTEST:


Stephanie Camacho, City Clerk

BY:


Elliott Mitchell, Special Magistrate

APPROVED AS TO FORM AND LEGALITY:


Kristie Hatcher Bohm, 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 # 3.

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

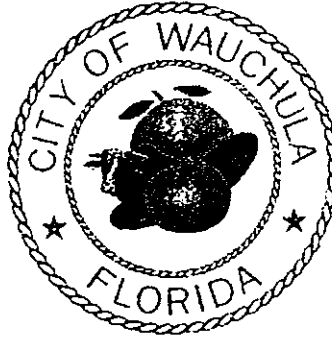
NO New Windows
installed Wed Oct 30 by
Dalton, Nick & Josue

* 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 # 3.

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

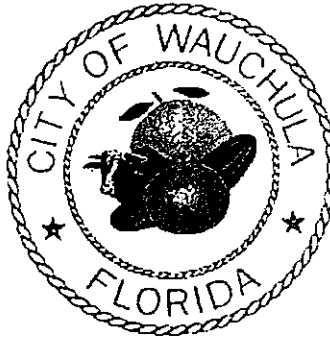
Special Magistrate Mitchell approved the minutes.

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

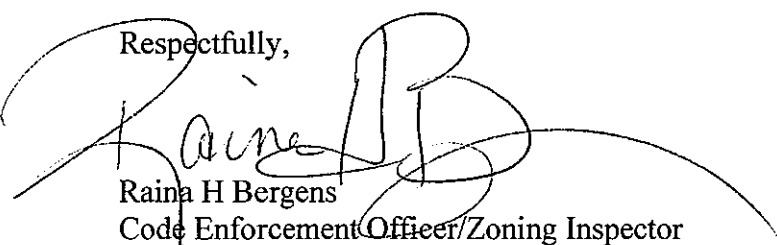
Property Location: 126 E Townsend Street
Legal Description: W1/2 OF LOTS 3 & 4 BLK 4 MAPLE HEIGHTS
Property ID#: 04-34-25-0310-00004-003B
Case Number(s): 23-175-M

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"



Hardee County
FLORIDA

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

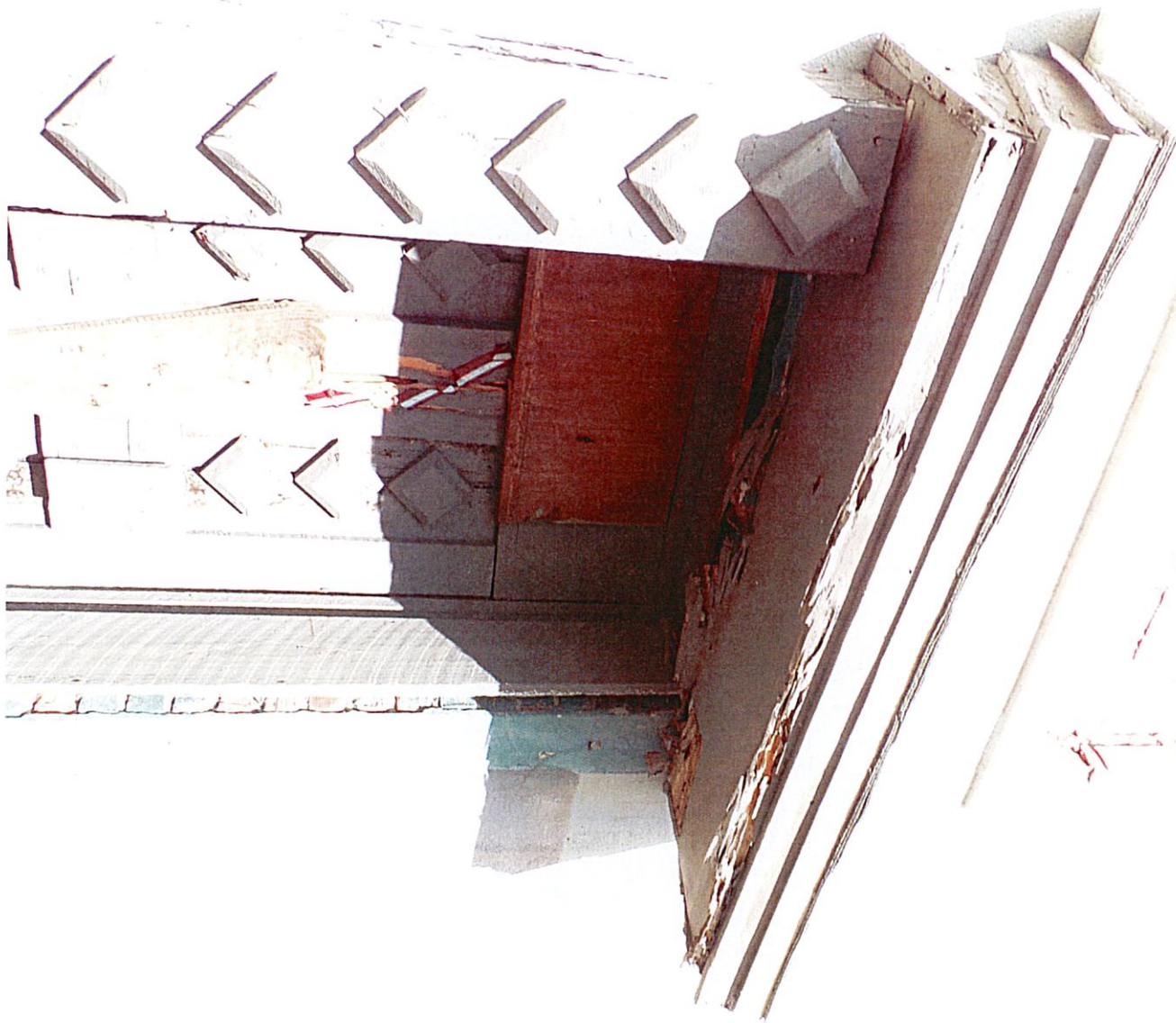
This ORDER may be appealed to Circuit Court within thirty (30) days of the date of its rendition pursuant to §162.11, Florida Statutes, by filing a timely Notice of Appeal with the Clerk of Courts and complying with any and all applicable court rules of procedure

Violation No:

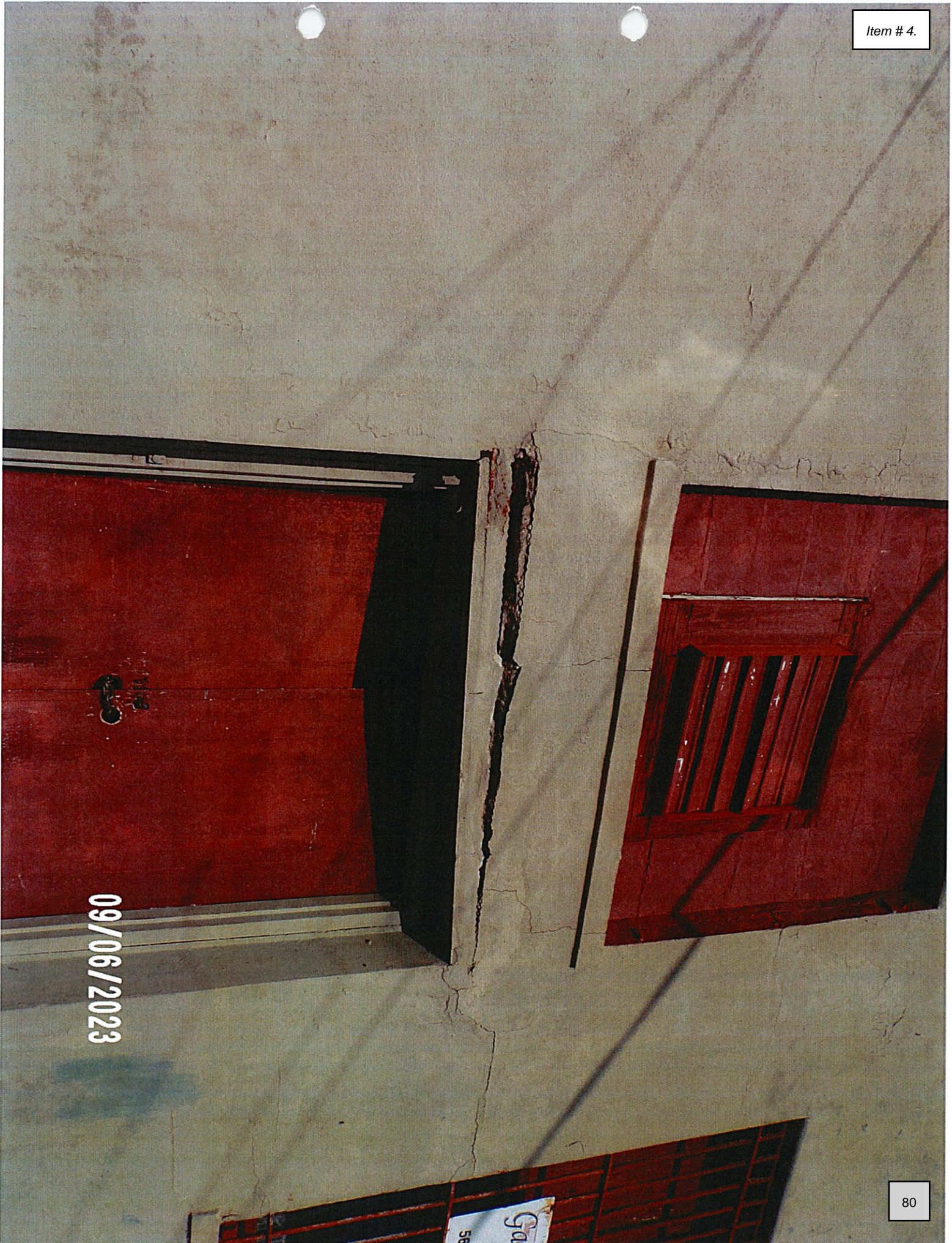




09/06/2023



09/06/2023



09/06/2023

09/06/2023

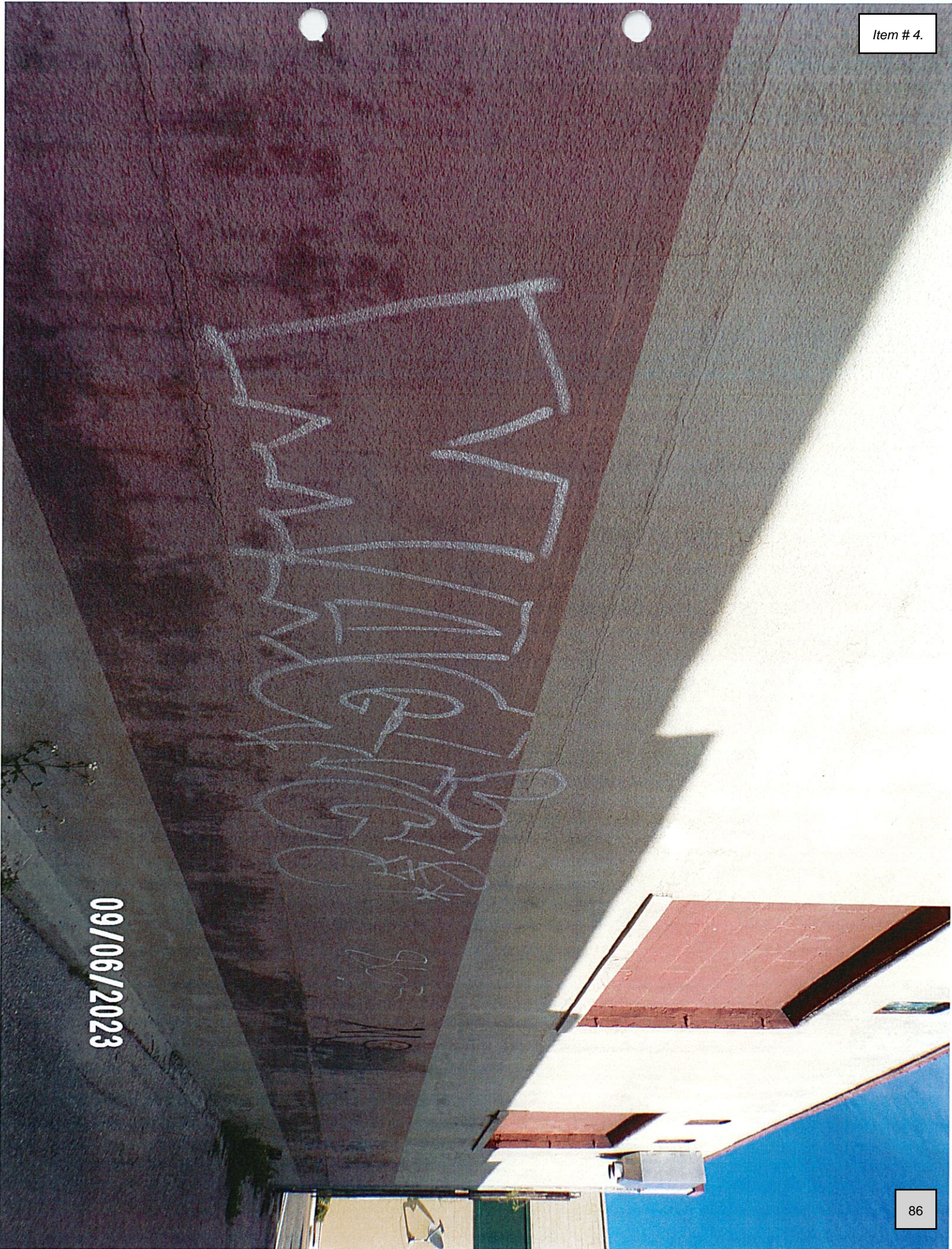
09/06/2023

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

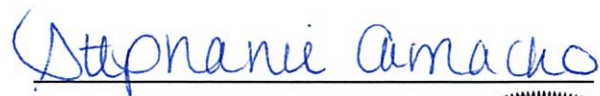
I, Raina H. Bergens, Code Enforcement Officer, do swear and affirm that I did regular mail and certify mail to property owner on 9/13/23.

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 _

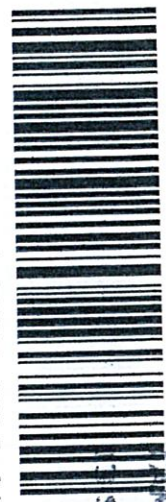
Type of identification _____

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

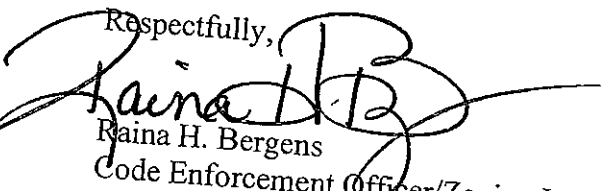
To Whom It May Concern:

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.

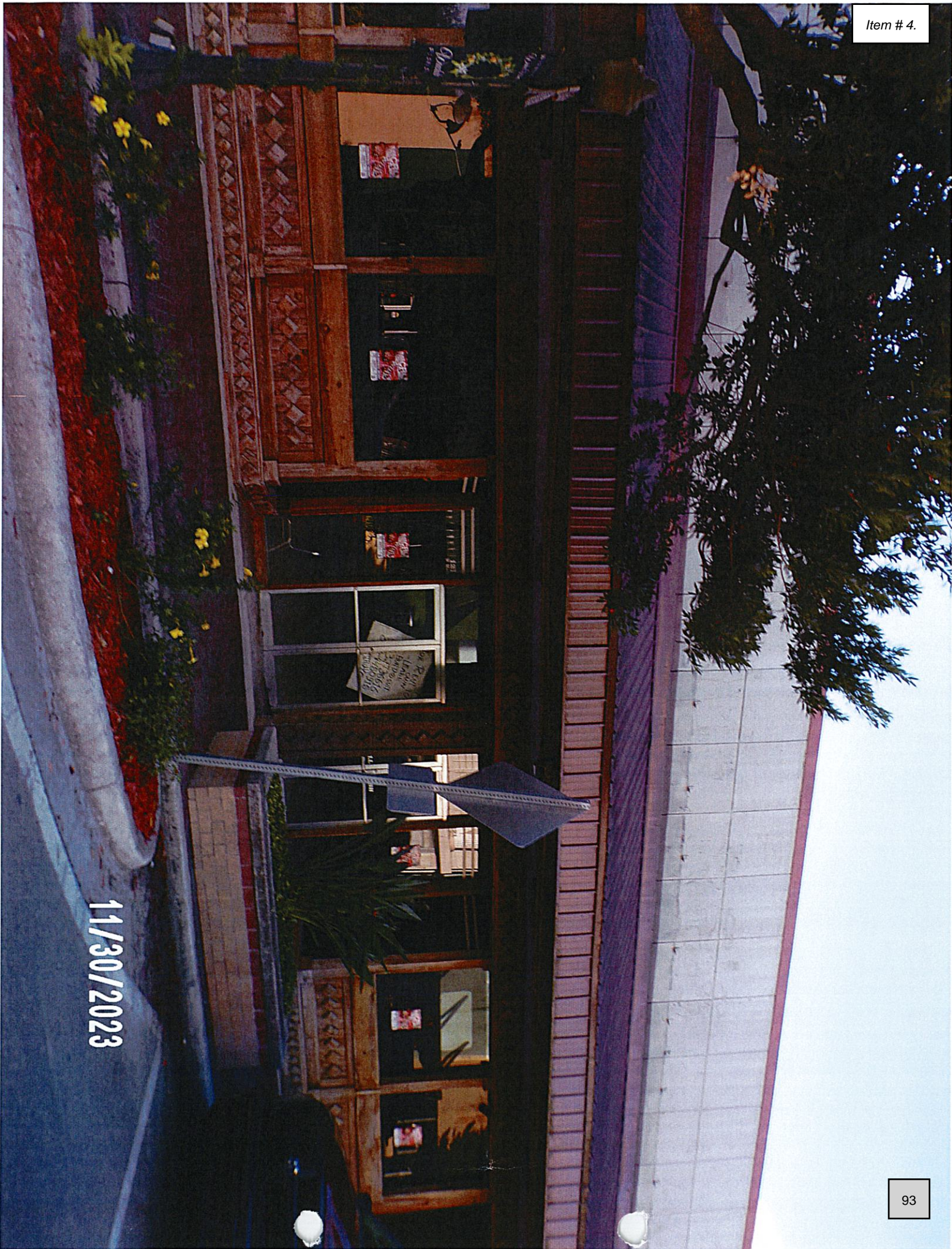
Stephanie Camacho

Signature of Notary

Notary Public Stamp



Personally known 9 or produced identification _____ Type
of identification _____



11/30/2023

11/30/2023

11/30/2023

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.

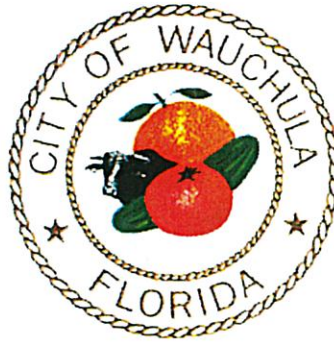
23-170-M Roy A Brown 121 W Main Street
 Bergens presented photographic evidence and stated this case was opened on September 13, 2023. Bergens stated the stucco is cracking and the building is leaning, there is graffiti on the wall and the building is being neglected. Bergens stated a permit would need 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 # 4.


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

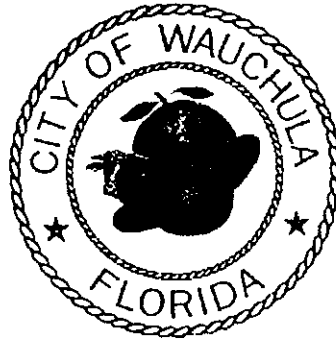
Make all checks payable to **City of Wauchula**
If you have any questions concerning this invoice,
contact: Raina H Bergens at (863)-773-3064



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

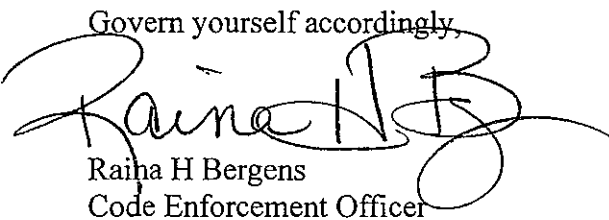
To Whom It May Concern,

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

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.

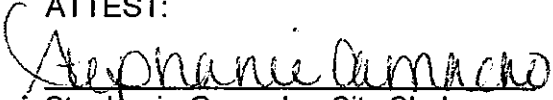
After due notice to Respondent(s) of a hearing before the Special Magistrate on August 22, 2024, concerning the Magistrate order dated November 30, 2023, and the Magistrate having considered the testimony of the Code Enforcement Officer(s), reviewed the current continuous fines, and other evidence of 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: HC1 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 # 4.


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

2/13/25

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

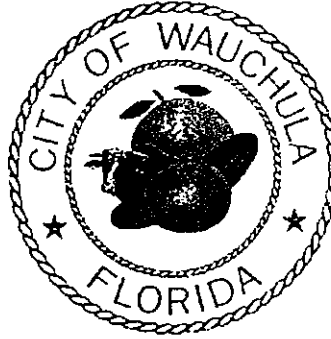
To: Leeanna Castanon <Leeanna.Castanon@hardeecountyfl.gov>; Guadalupe Flores <guadalupe.flores@hardeecountyfl.gov>; Felise Skinner <felise.skinner@hardeecountyfl.gov>

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

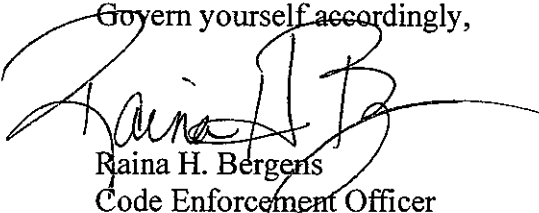
Re: Property Location: 121 W Main Street
 Legal Description: EAST 74 FT OF LOTS 11, 12, & 13 BLK 23 WAUCHULA ORS
 Property ID#: 03-34-25-0200-00023-011B
 Case Number(s): 23-170-M

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:

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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, (ii) 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 case 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

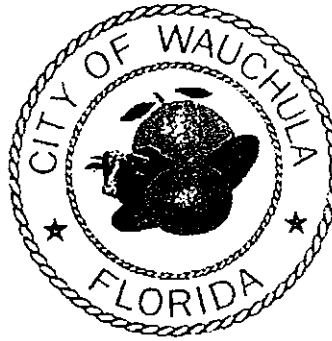
Special Magistrate Mitchell approved the minutes.

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:

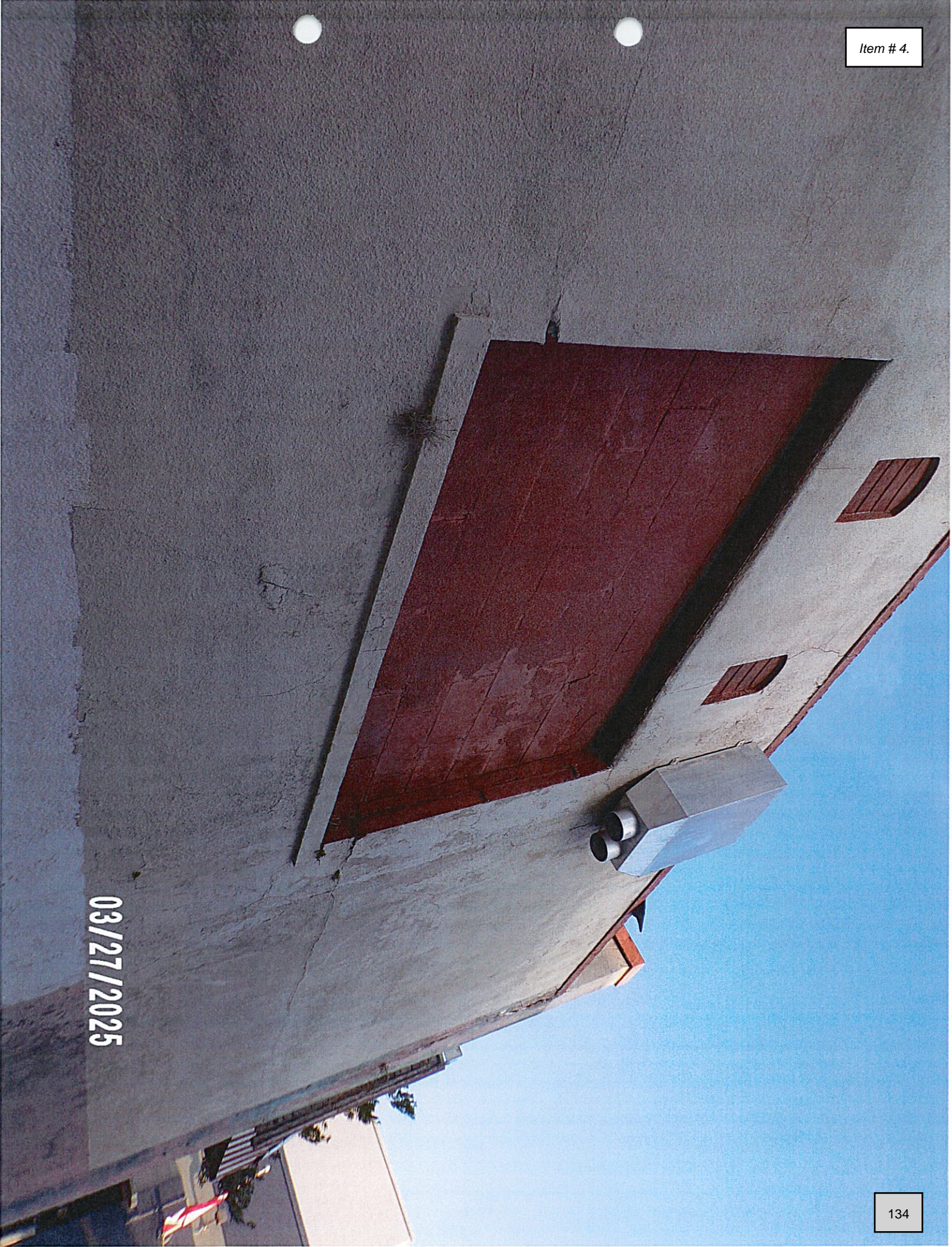
This is just a reminder that your case will be heard by the Special Magistrate at the Code Enforcement meeting on Thursday, March 27, 2025. The meeting will be held at 9:30 a.m. in the City Commission Chambers, 225 E Main St., Suite 105, Wauchula, FL.

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.CO

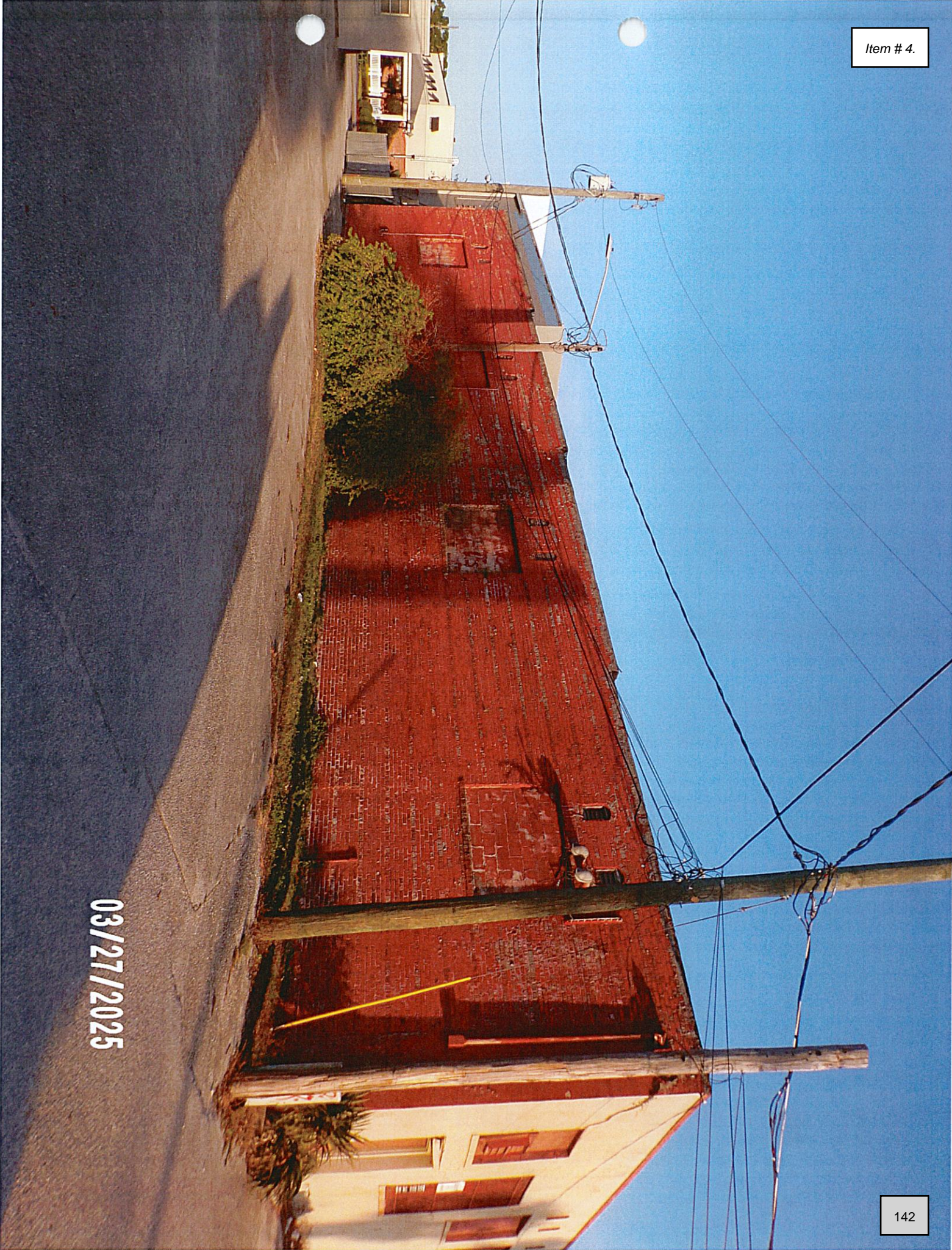
03/27/2025

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.

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 wavier 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: _____



**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

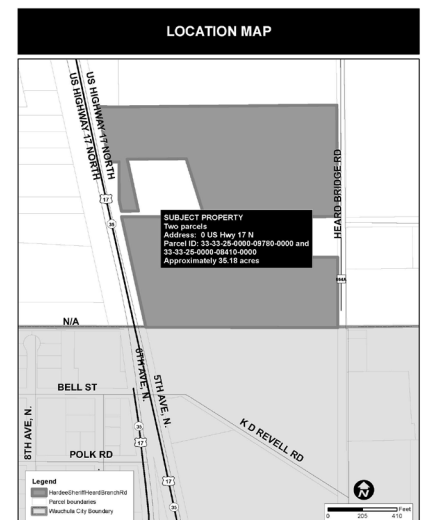
REQUESTED ACTION: **AN APPLICANT-INITIATED FUTURE LAND USE MAP AMENDMENT AND ZONING MAP AMENDMENT – East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).**

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

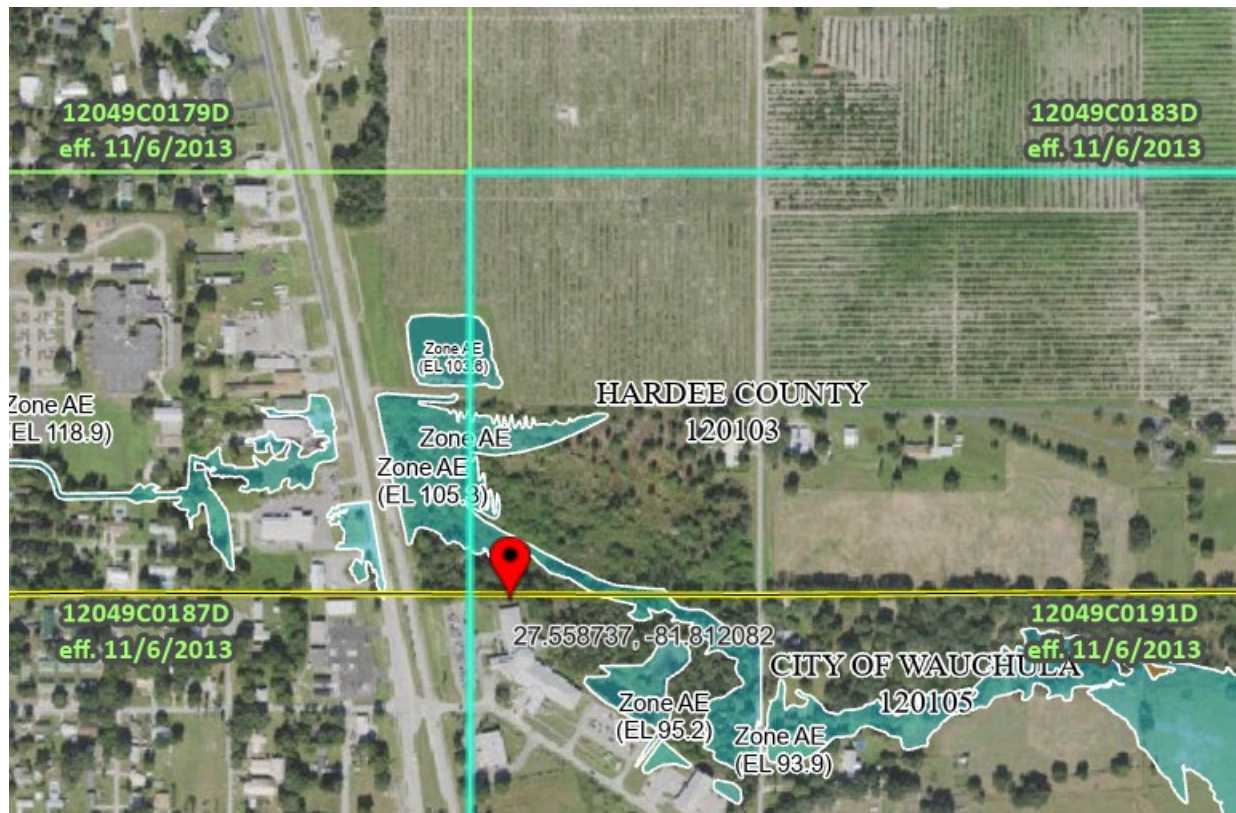
The site is bordered by US 17 on the west and Heard Branch Road on the east. US 17 is a state maintained road and Heard Branch Road adjacent to the property is county-maintained. As the project moved forward to site plan review, the applicant would have to coordinate with the FDOT and the County regarding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

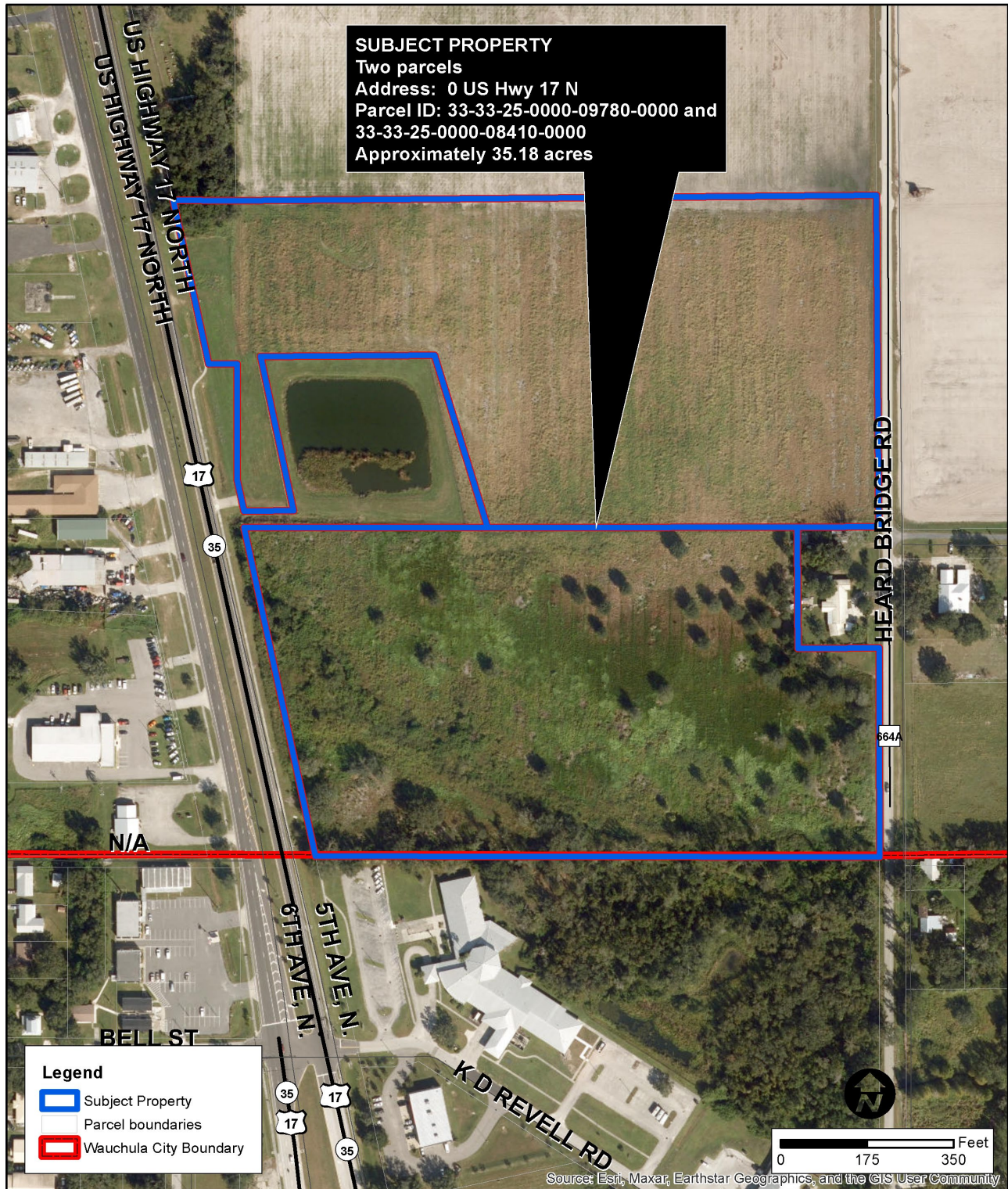
1. I move **recommendation of approval to the City Commission** for an applicant-initiated request to amend the Zoning from County General Commercial (C-2) and County Agriculture (A-1) to City Public/Semi-Public (P/SP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000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

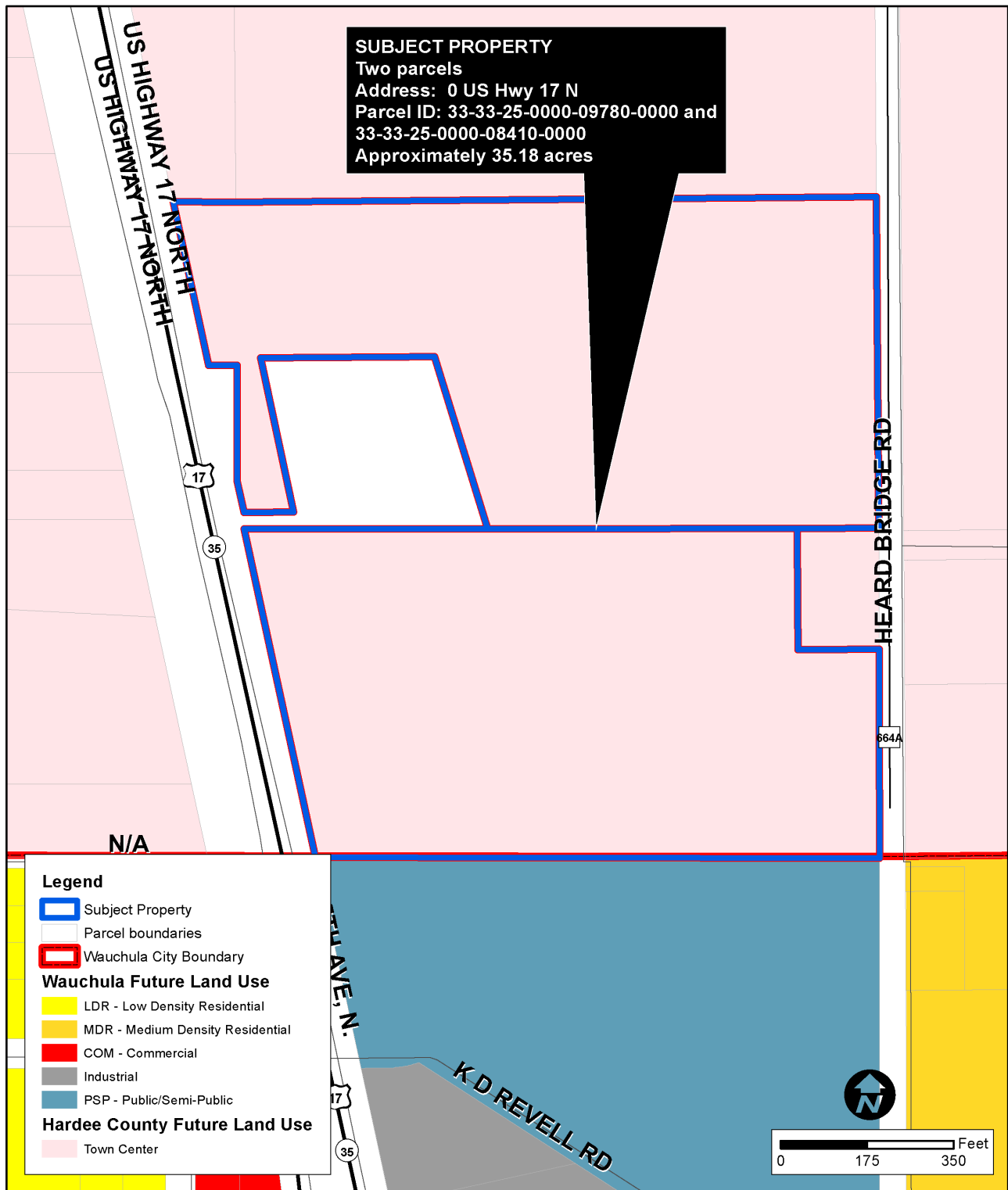
Item # 6.

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

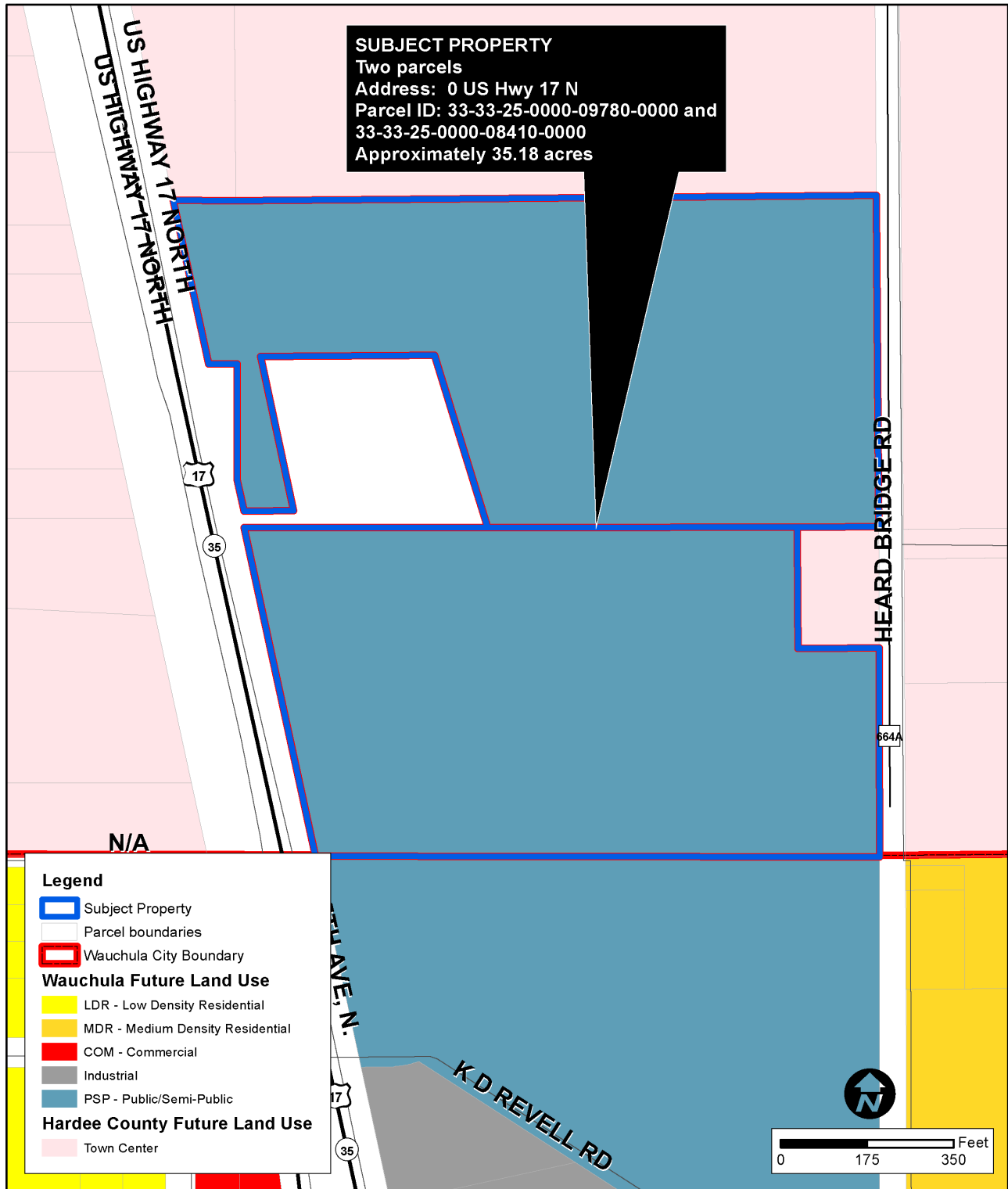
AERIAL MAP



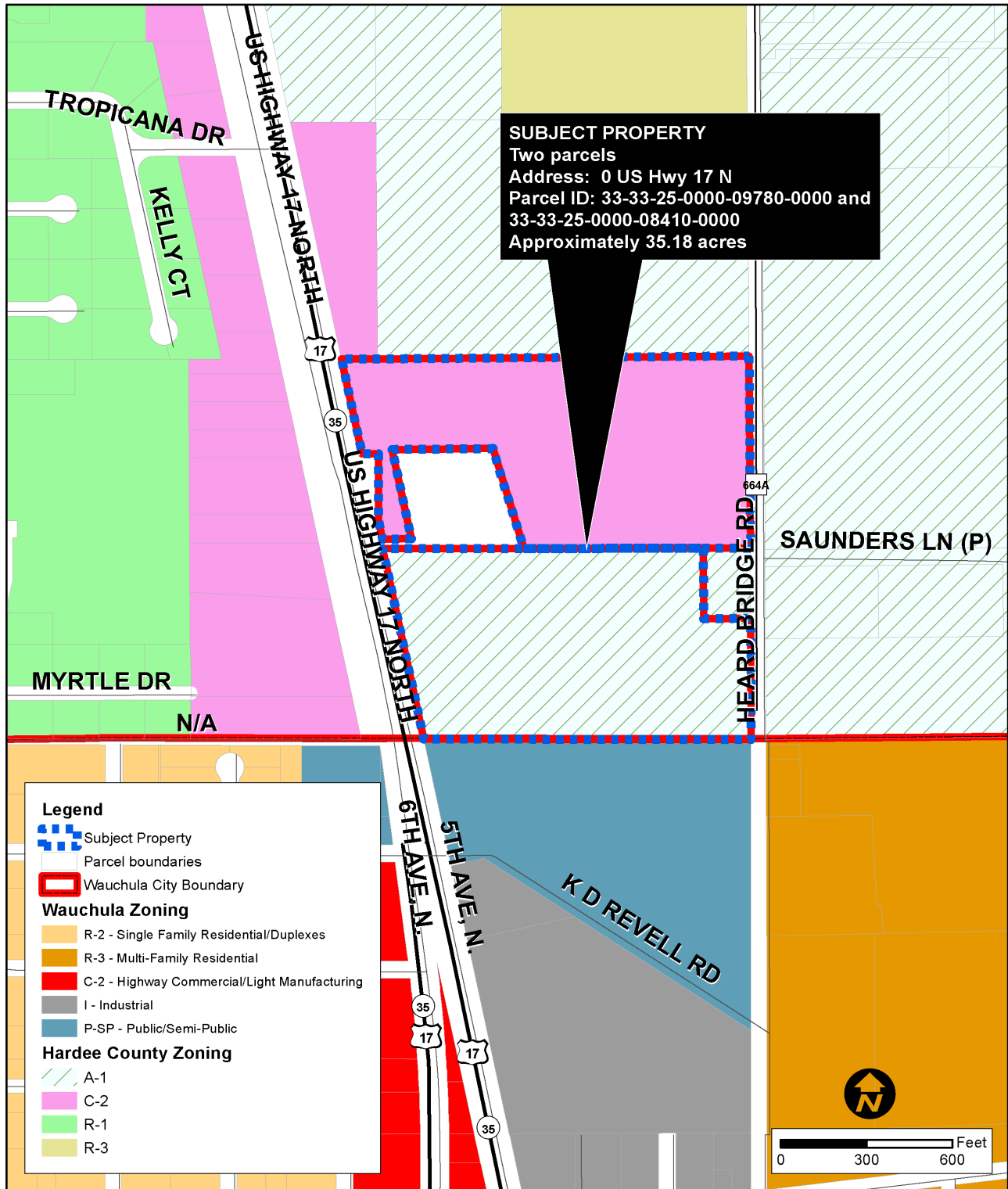
FUTURE LAND USE MAP - EXISTING



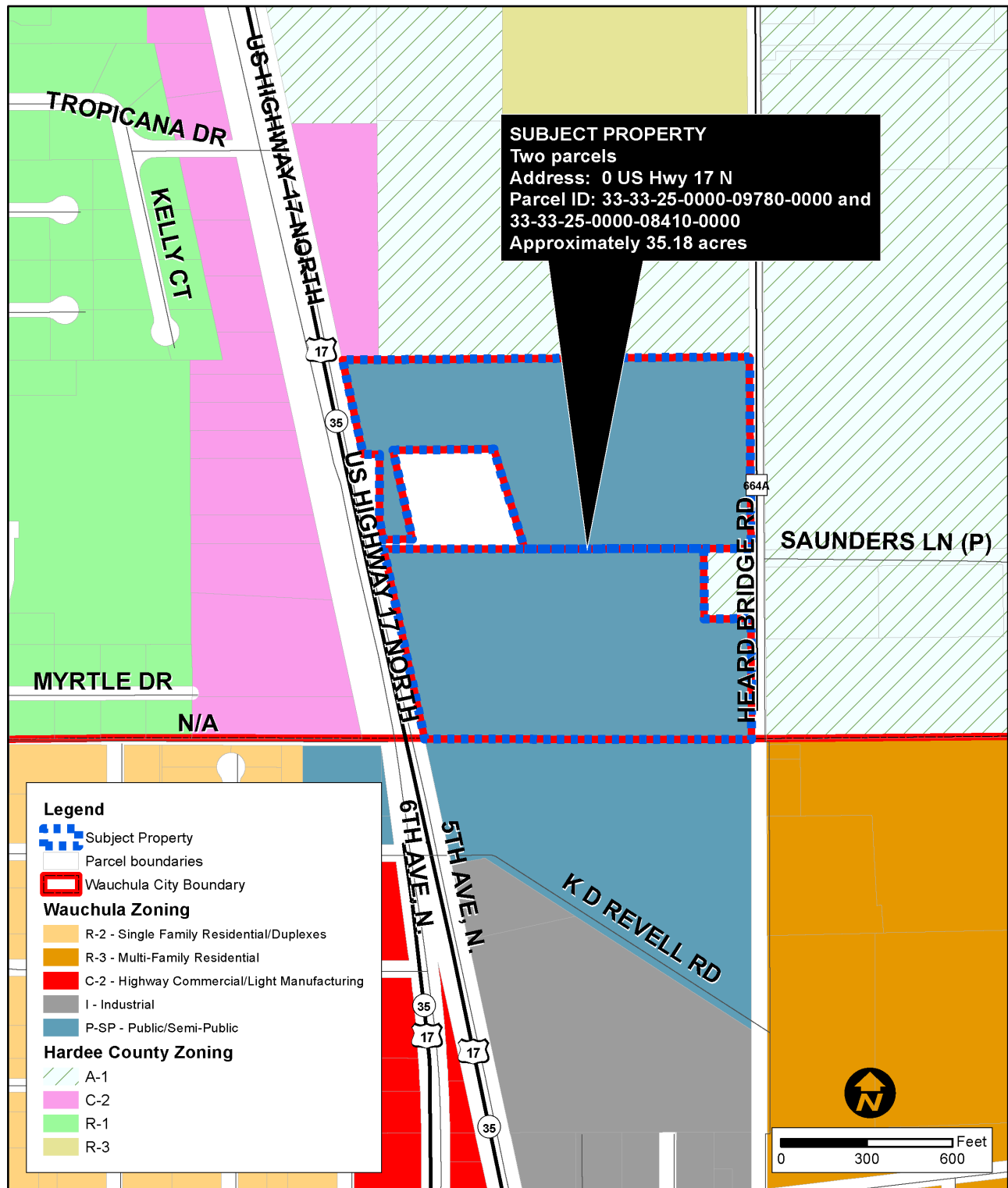
FUTURE LAND USE MAP - PROPOSED



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
 HEARD BRIDGE RD
 K-D REVELL RD
 N/A
 17
 35
 864A
 17
 35

Scale: 0 175 350 Feet

North Arrow: N

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:

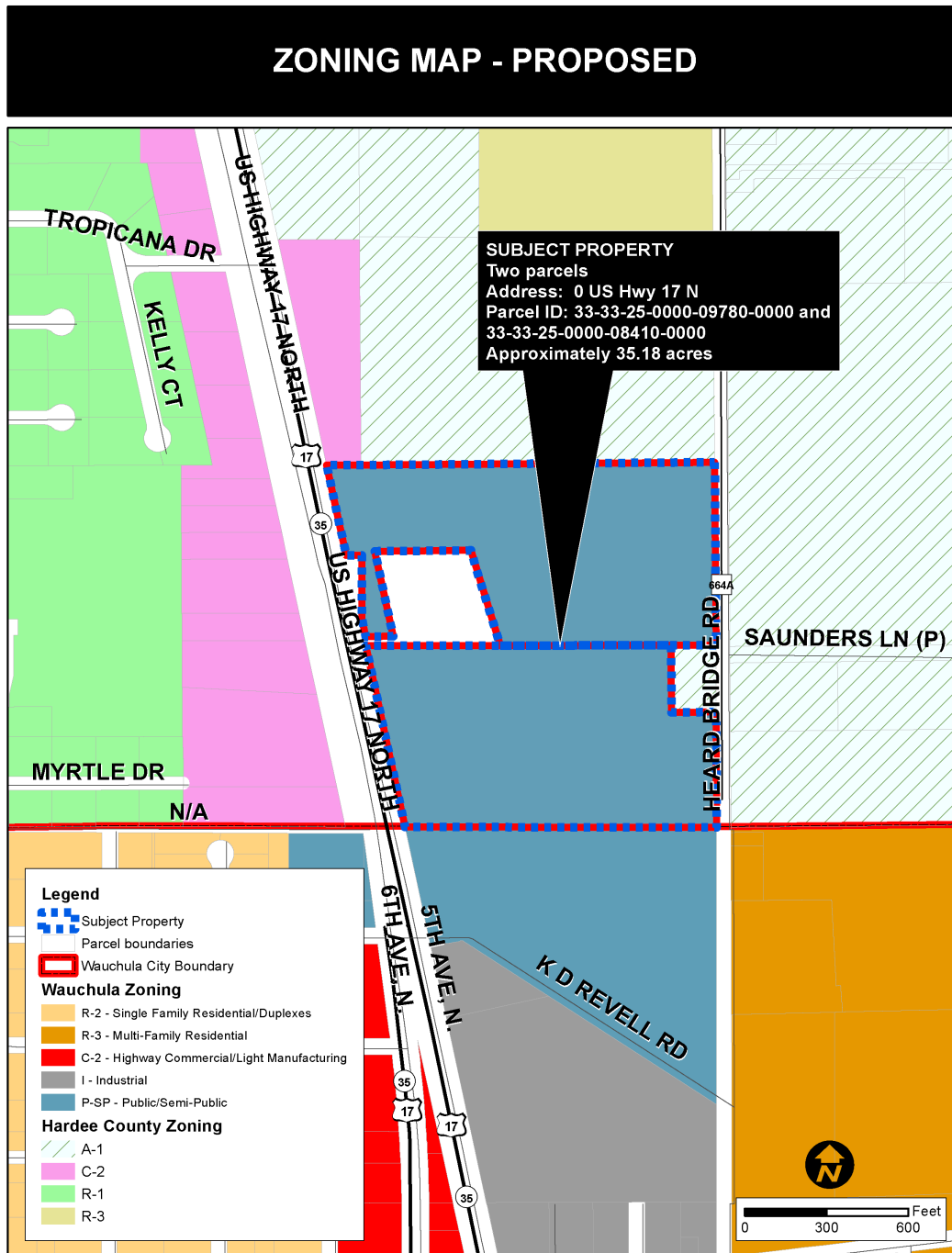
Stephanie Camacho, City Clerk

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:

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:

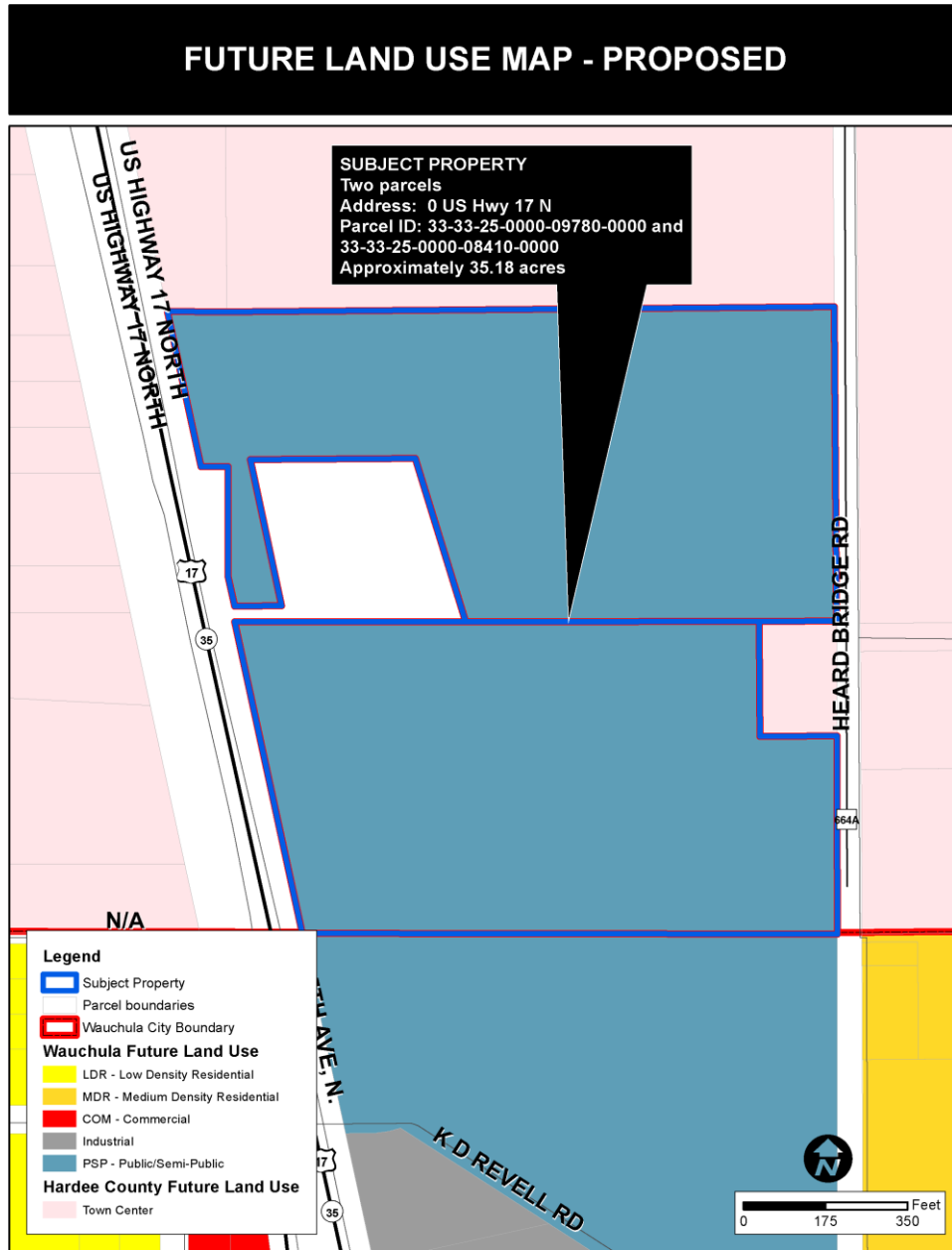
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

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.

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:

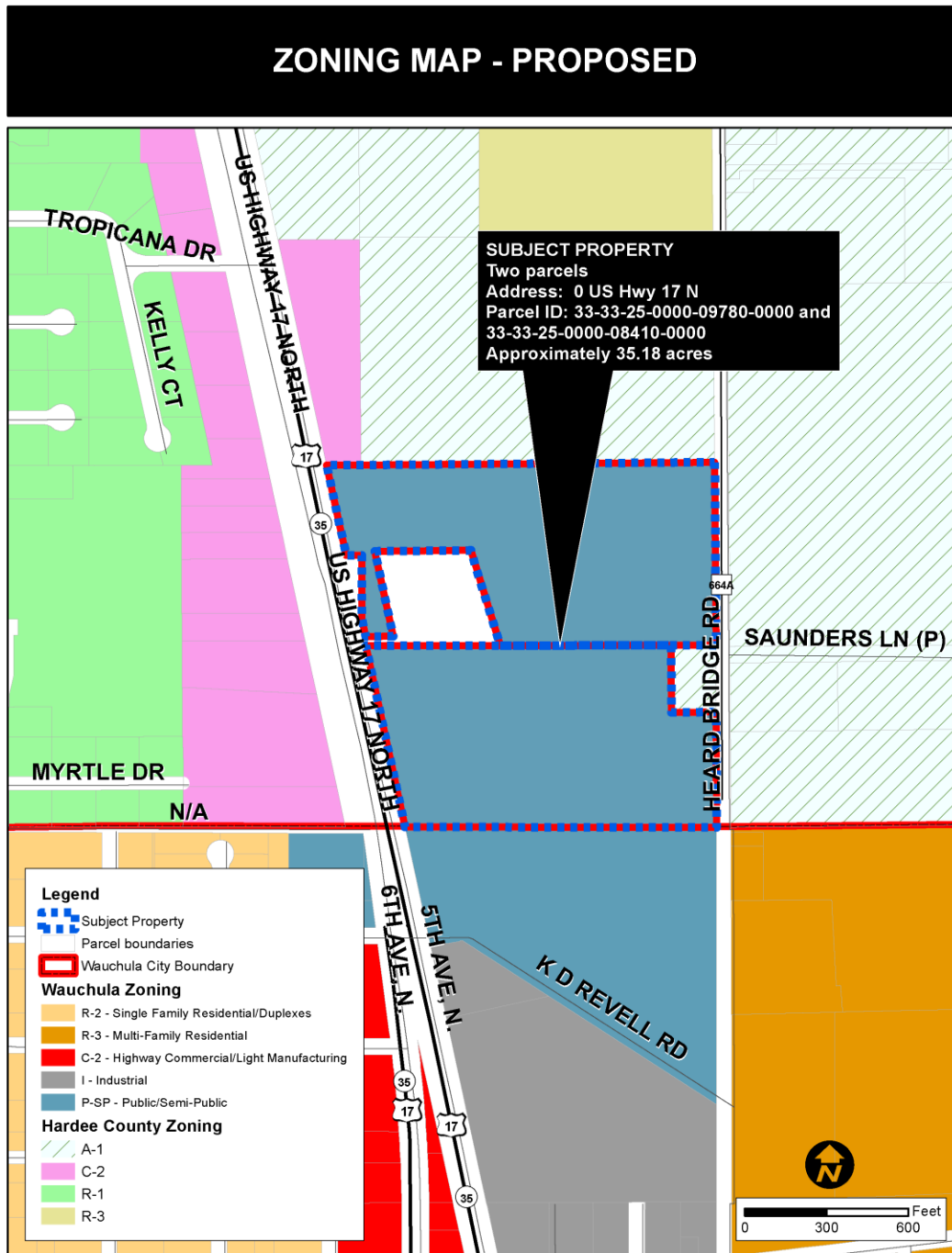
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

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





**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.~~

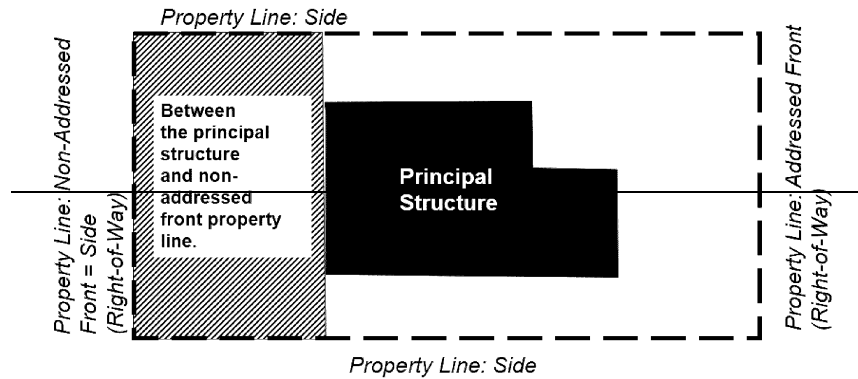
~~(1) Residential Zoning Districts. In all residential zoning districts, no fence or solid wall on any property shall exceed six feet in height. A solid fence may be added in the front yard as long as it does not exceed four feet in height and has a ten foot minimum setback from the property line. A 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.

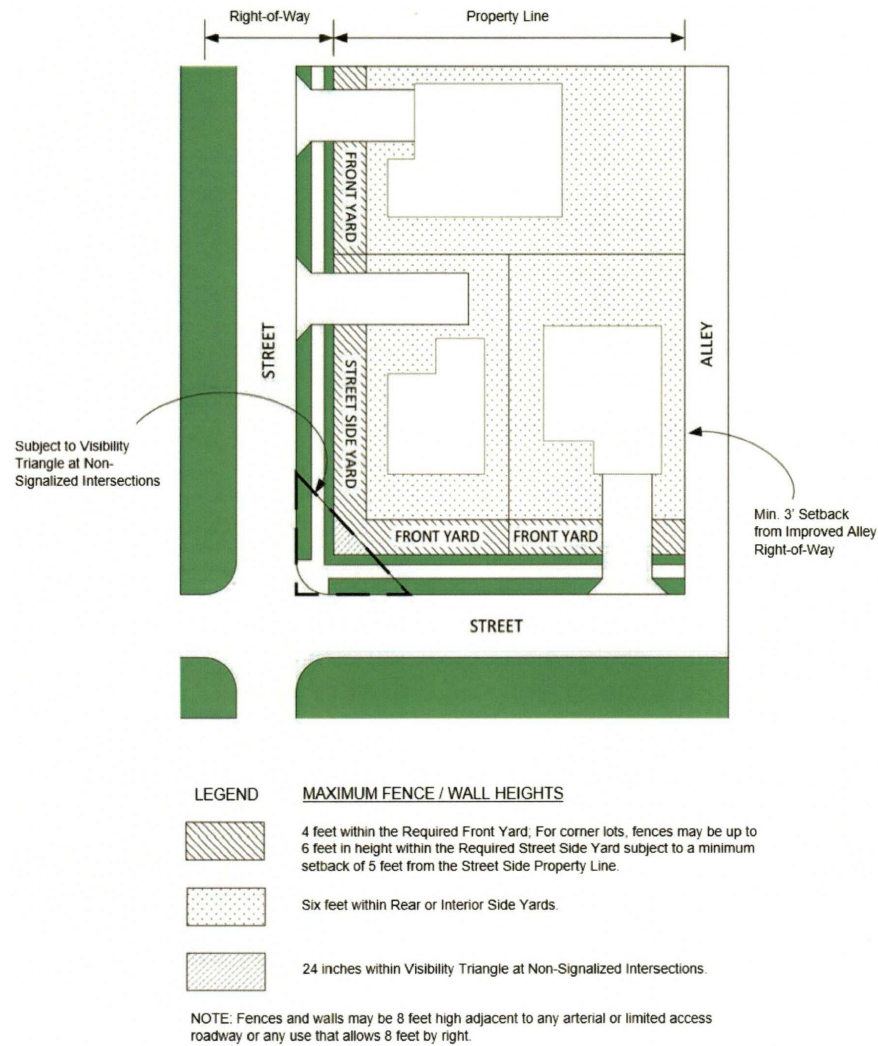
- (e) Shall not be permitted until legally sufficient documents are recorded in the public records of Hardee County providing for the maintenance of the project fence and landscaping.

(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

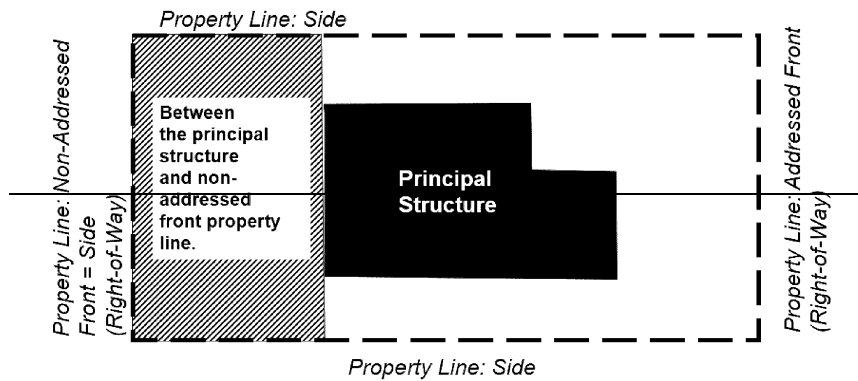
Language stricken is shown in ~~strikethrough~~ format; language added is shown in underlined format.

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.~~

- ~~(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.

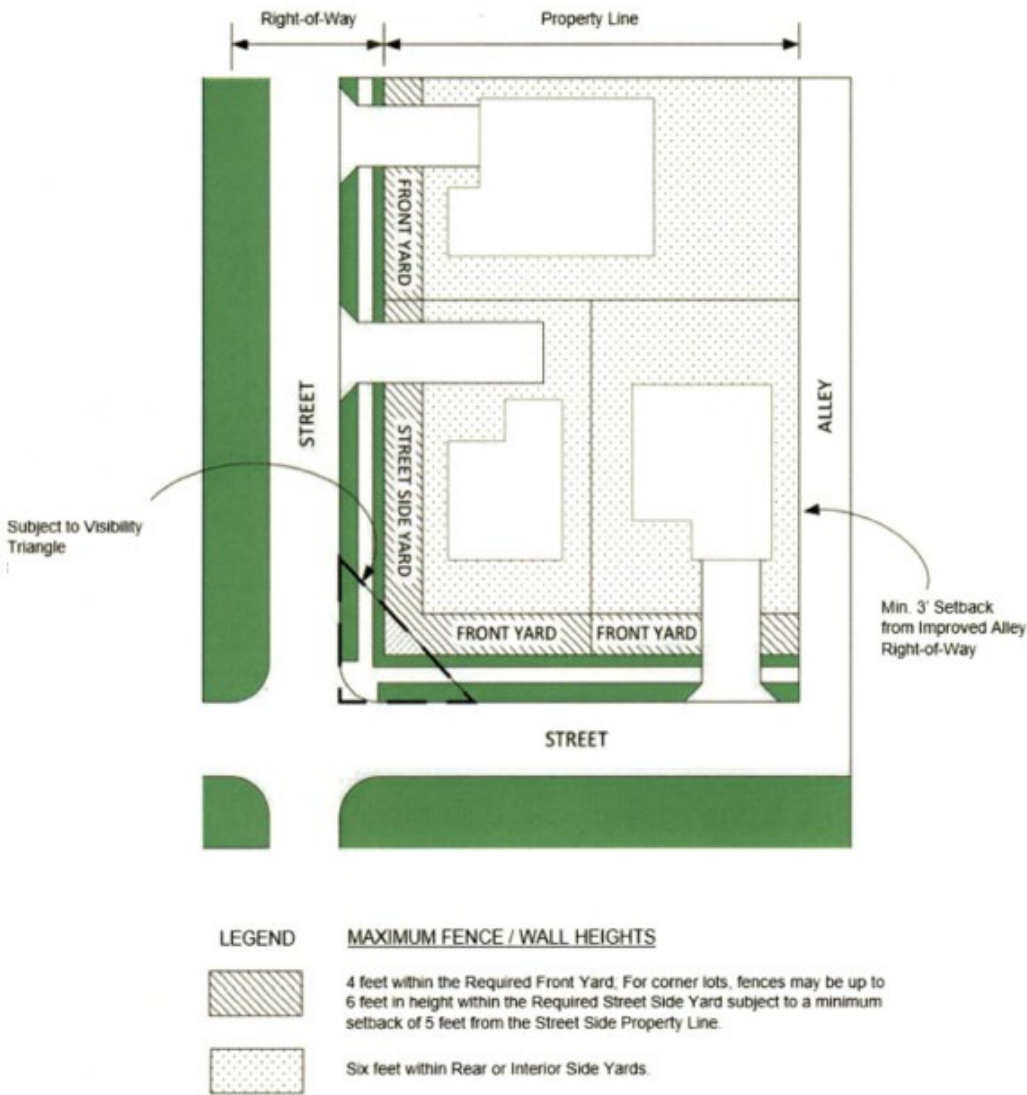
- (d) Shall be designed to ensure that historic water flow patterns are accommodated and all stormwater from the site is directed to on-site detention/retention areas in accordance with SWFWMD requirements.
- (e) Shall not be permitted until legally sufficient documents are recorded in the public records 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



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.~~

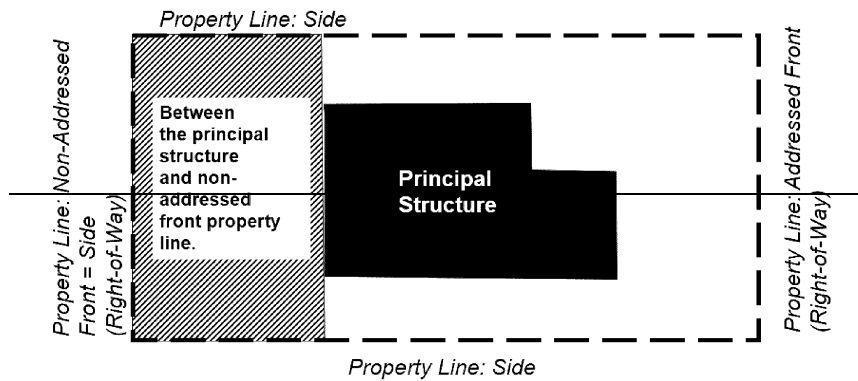
~~(1) *Residential Zoning Districts.* In all residential zoning districts, no fence or solid wall on any property shall exceed six feet in height. A solid fence may be added in the front yard as long as it does not exceed four feet in height and has a ten foot minimum setback from the property line. 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.~~

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- ~~(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.~~
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- ~~(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.

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- (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.

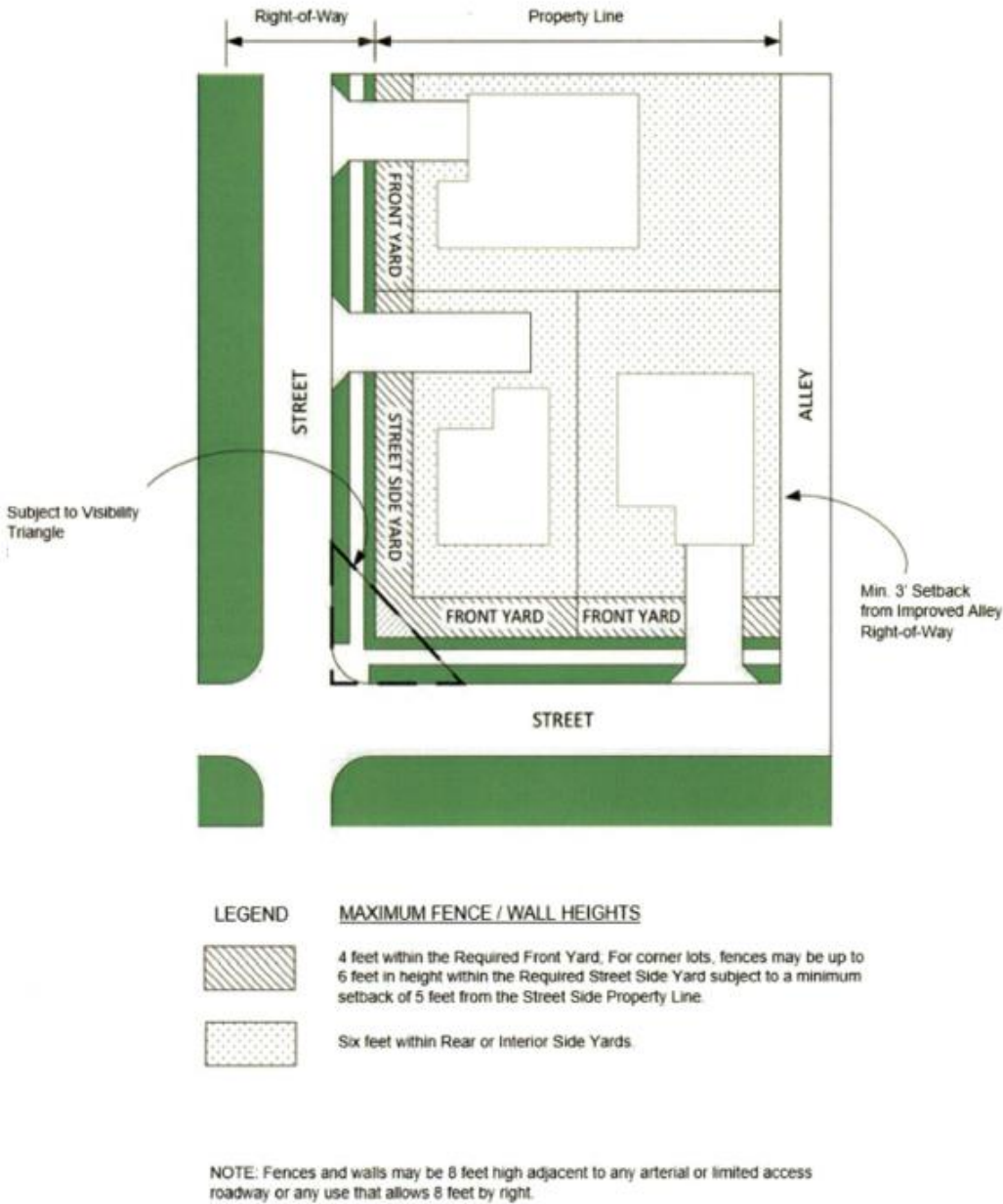
- (e) Shall not be permitted until legally sufficient documents are recorded in the public records of Hardee County providing for the maintenance of the project fence and landscaping.

(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.

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 # 9.

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

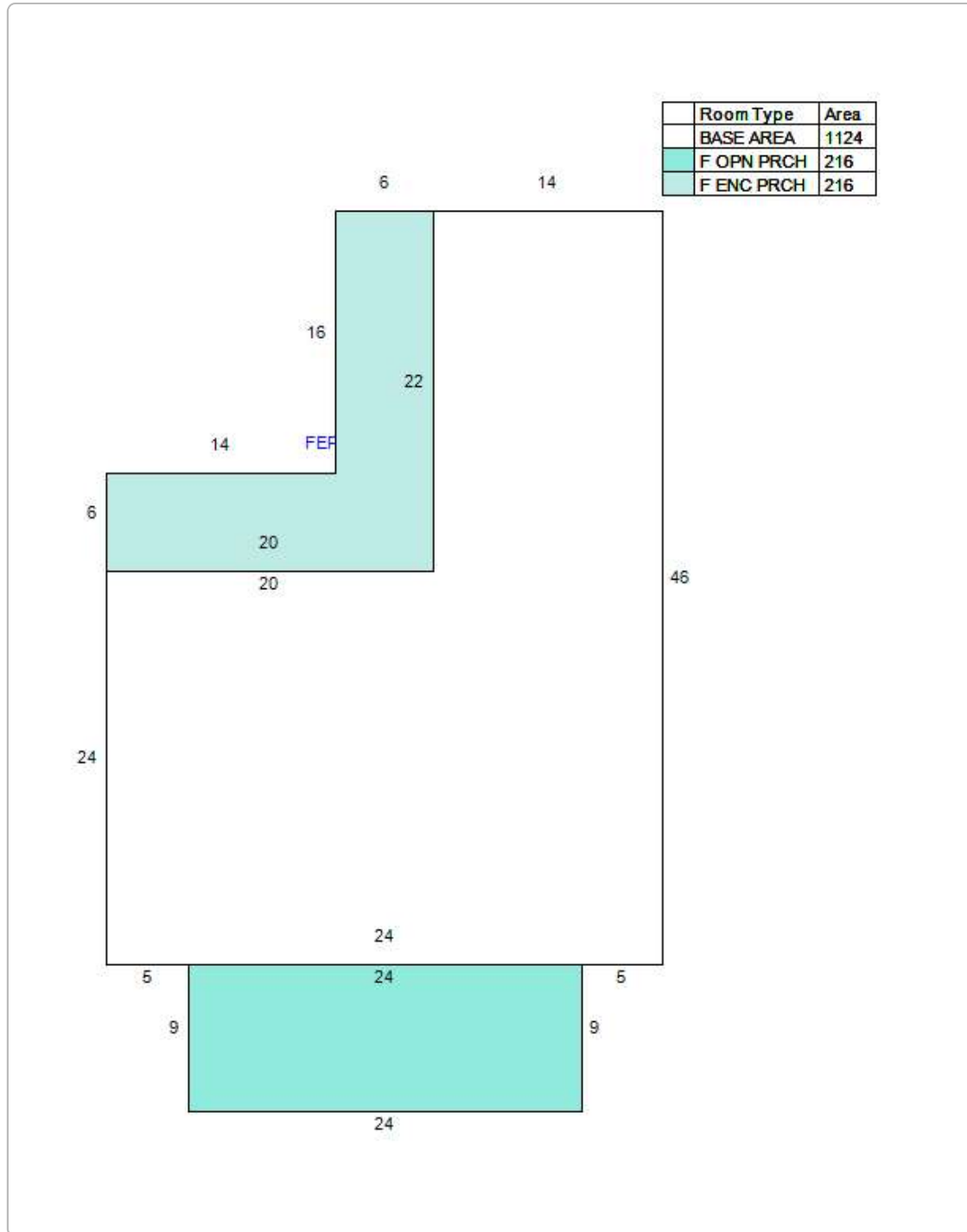
Sales

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

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 # 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 5:00 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, 8.8.1. and 8.8.2**) 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 Current Proposed Rate Table (**Attachments 8.8.1 and 8.8.2**) 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

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 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 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

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 a 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 Tables (printed and electronic Responses (.xls) to be completed by the Respondent)
 - 8.8.1** Current (Or as Close to Current) Plan Proposed Rate Table
 - 8.8.2** Other Plan Design Proposed Rate Table
- 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.”

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 # 11.

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.

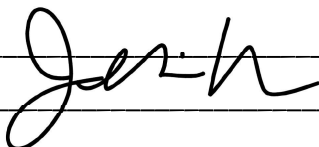
I have read and understand the information provided in this application and what is required of me/my organization. I have filled out the application to the best of my knowledge and certify that it is accurate.

Jessica Newman

Print Name

Date 04/03/25

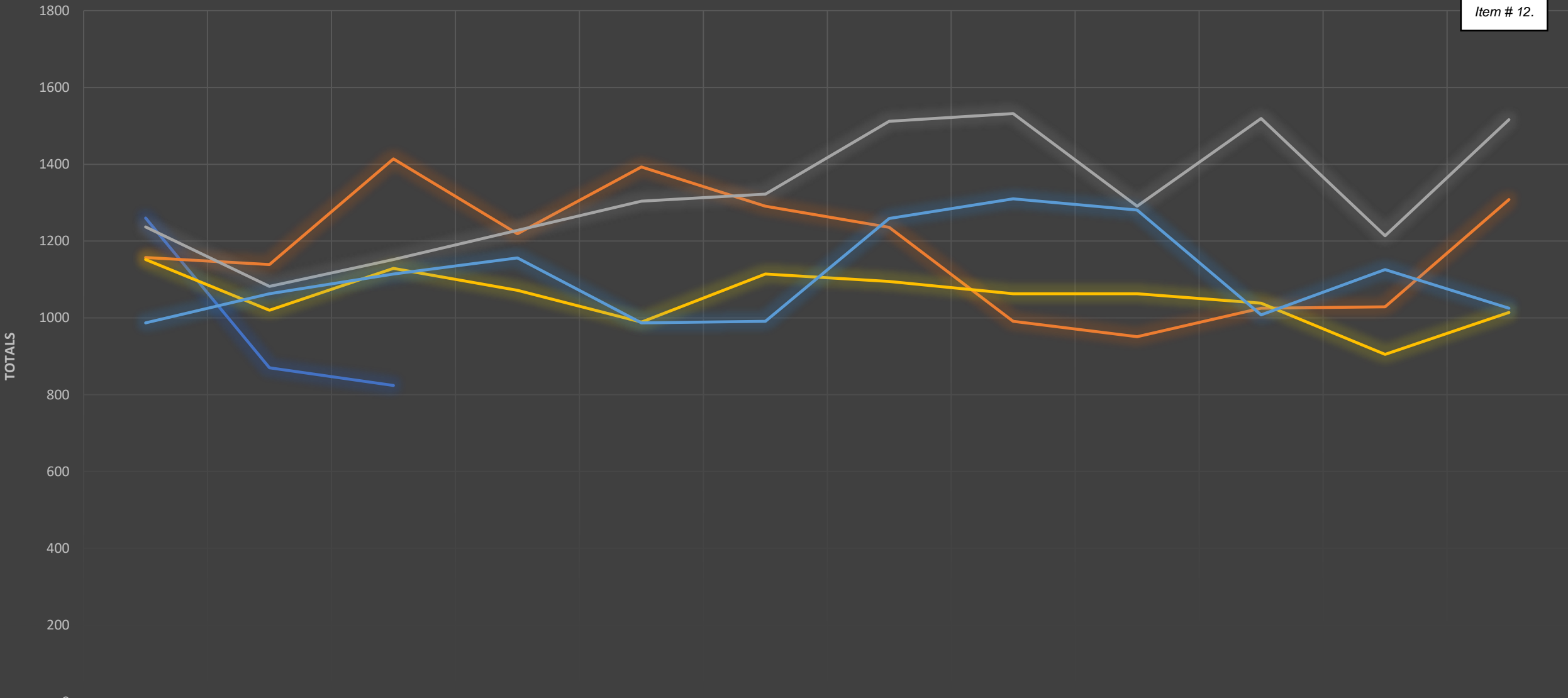
Signature





Total Calls for Service / Incidents (Monthly)

Item # 12.

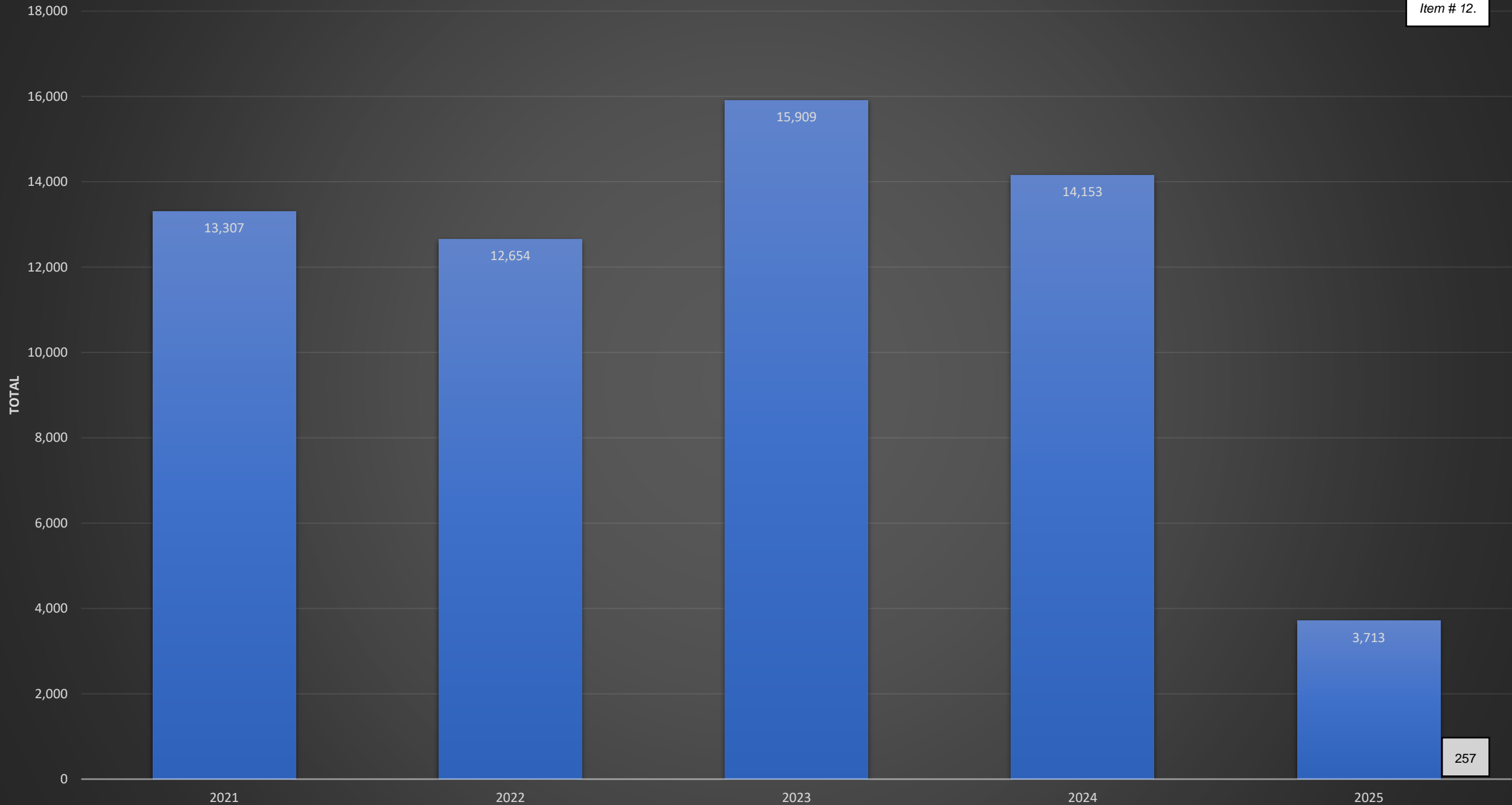


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2025	1260	870	824									
2024	1157	1139	1414	1219	1393	1291	1236	991	951	1025	1029	1308
2023	1237	1082	1152	1228	1304	1322	1512	1532	1291	1519	1214	1511
2022	1152	1020	1129	1072	989	1114	1095	1063	1063	1038	905	1000
2021	987	1063	1114	1156	987	991	1259	1310	1281	1008	1126	1025

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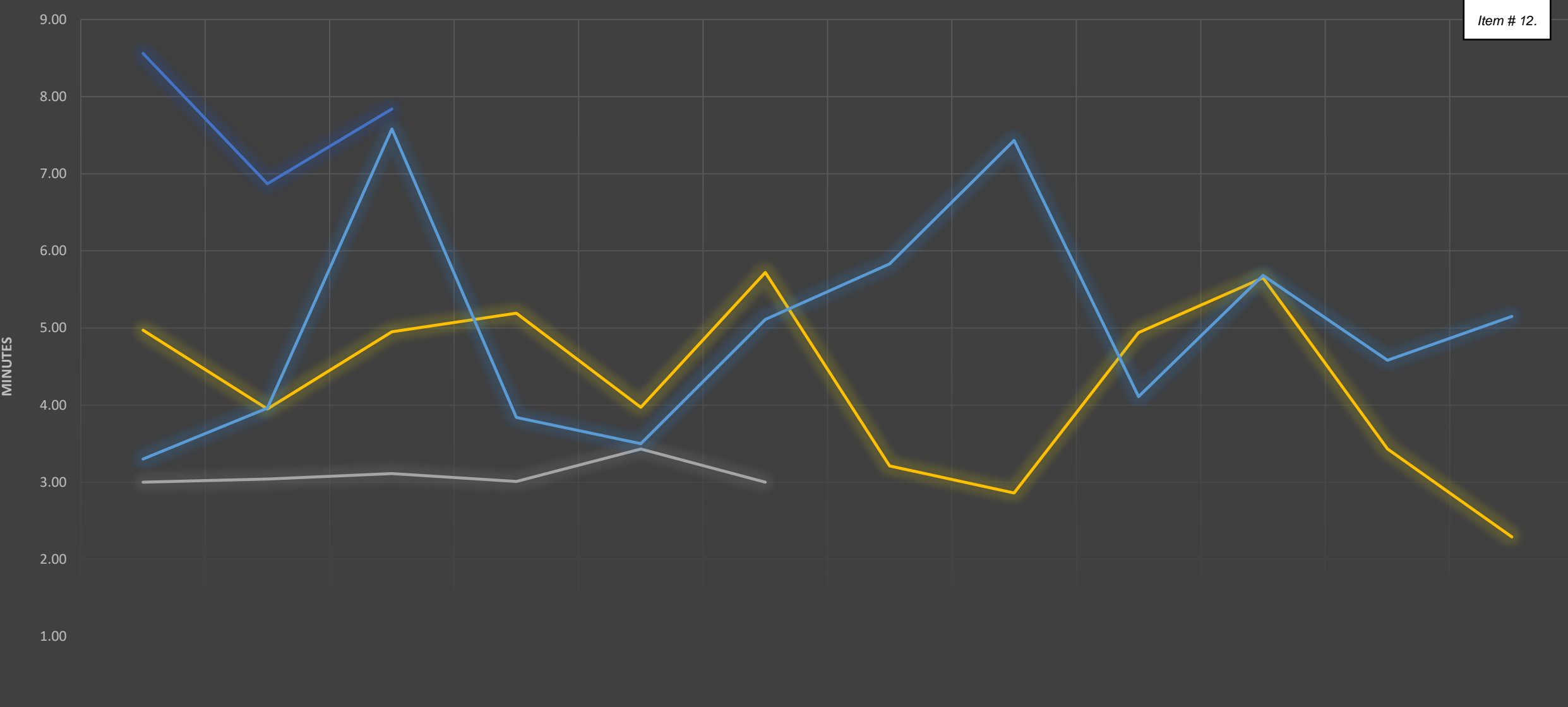
Total Calls for Service / Incidents (Yearly)

Item # 12.



Monthly Average Response Times (Mins)

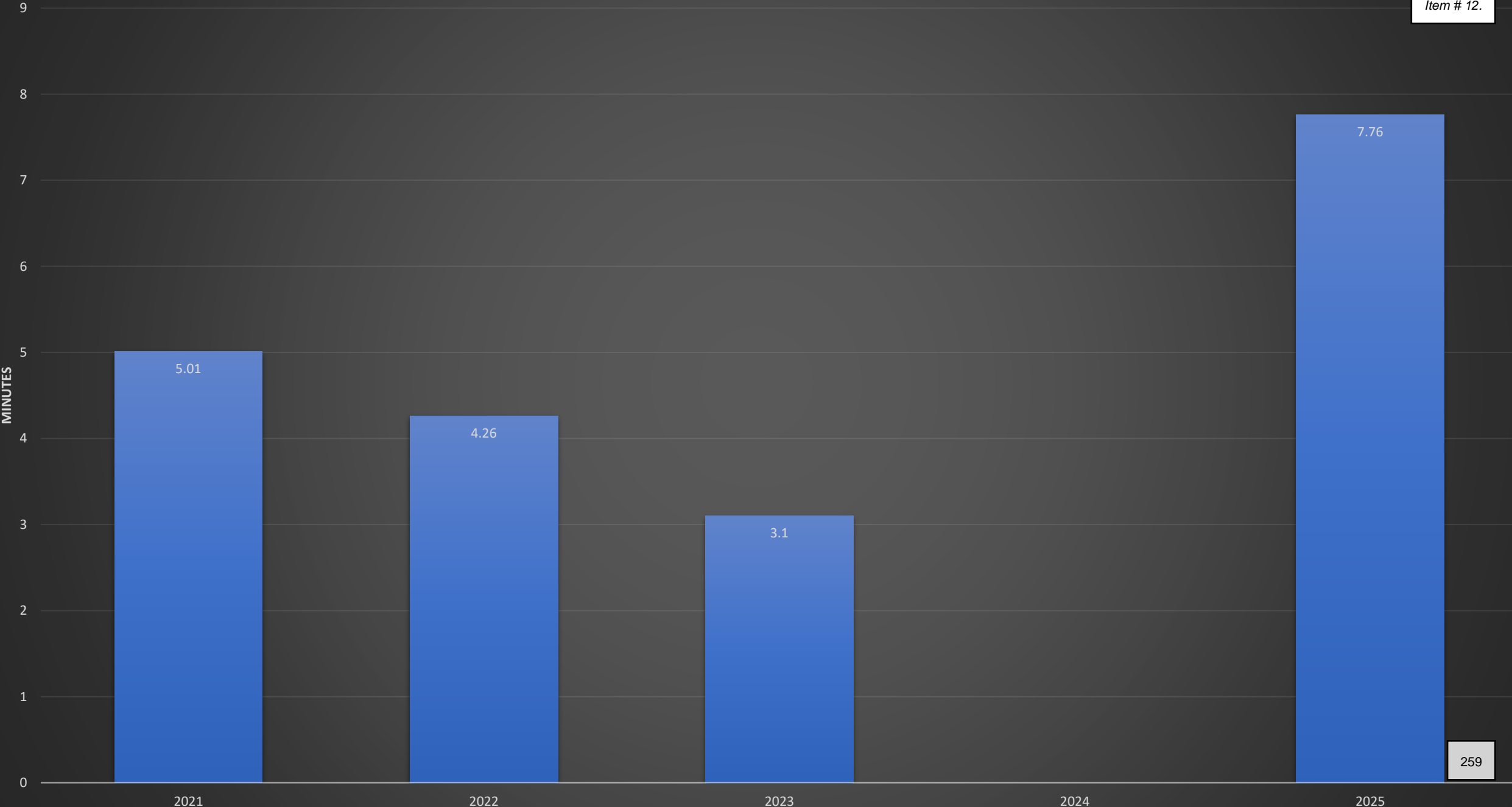
Item # 12.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2025	8.56	6.87	7.84									
2024												
2023	3.00	3.04	3.11	3.01	3.43	3.00						
2022	4.97	3.95	4.95	5.19	3.97	5.72	3.21	2.86	4.94	5.65	3.43	
2021	3.30	3.96	7.58	3.84	3.50	5.11	5.83	7.43	4.11	5.68	4.58	5.15

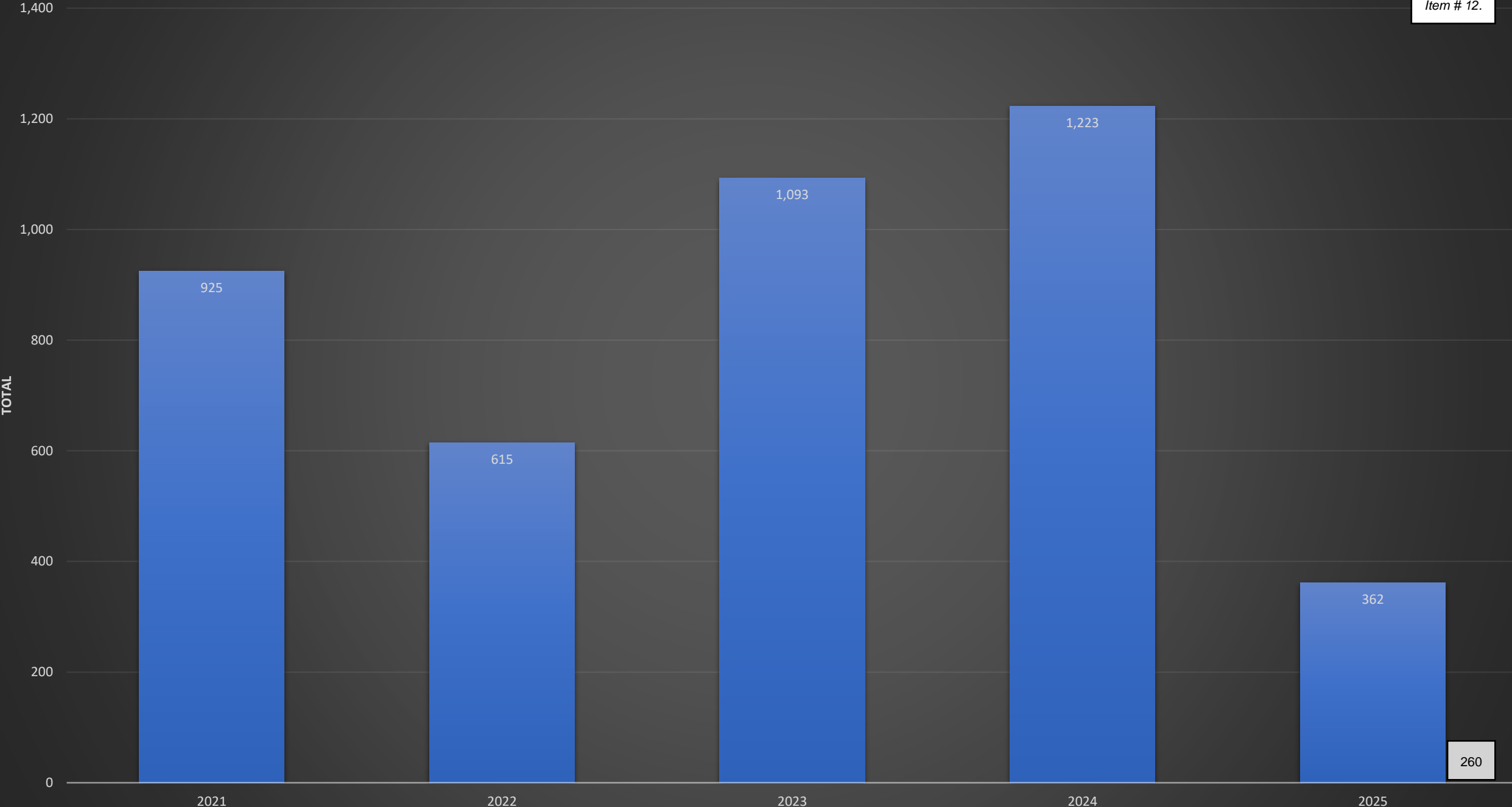
Yearly Average Response Time (Mins)

Item # 12.



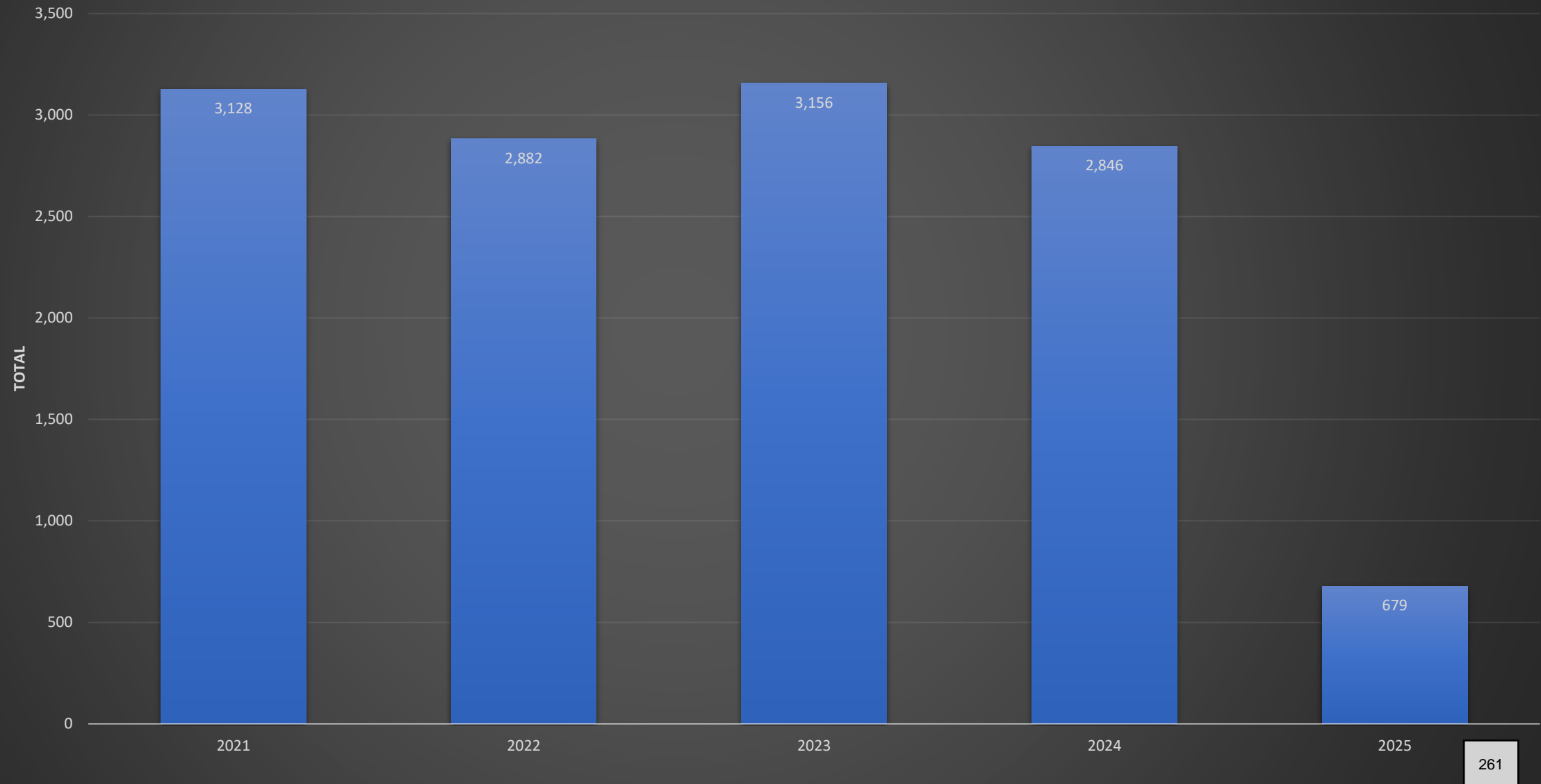
Uniform Traffic Citations (UTCs)

Item # 12.



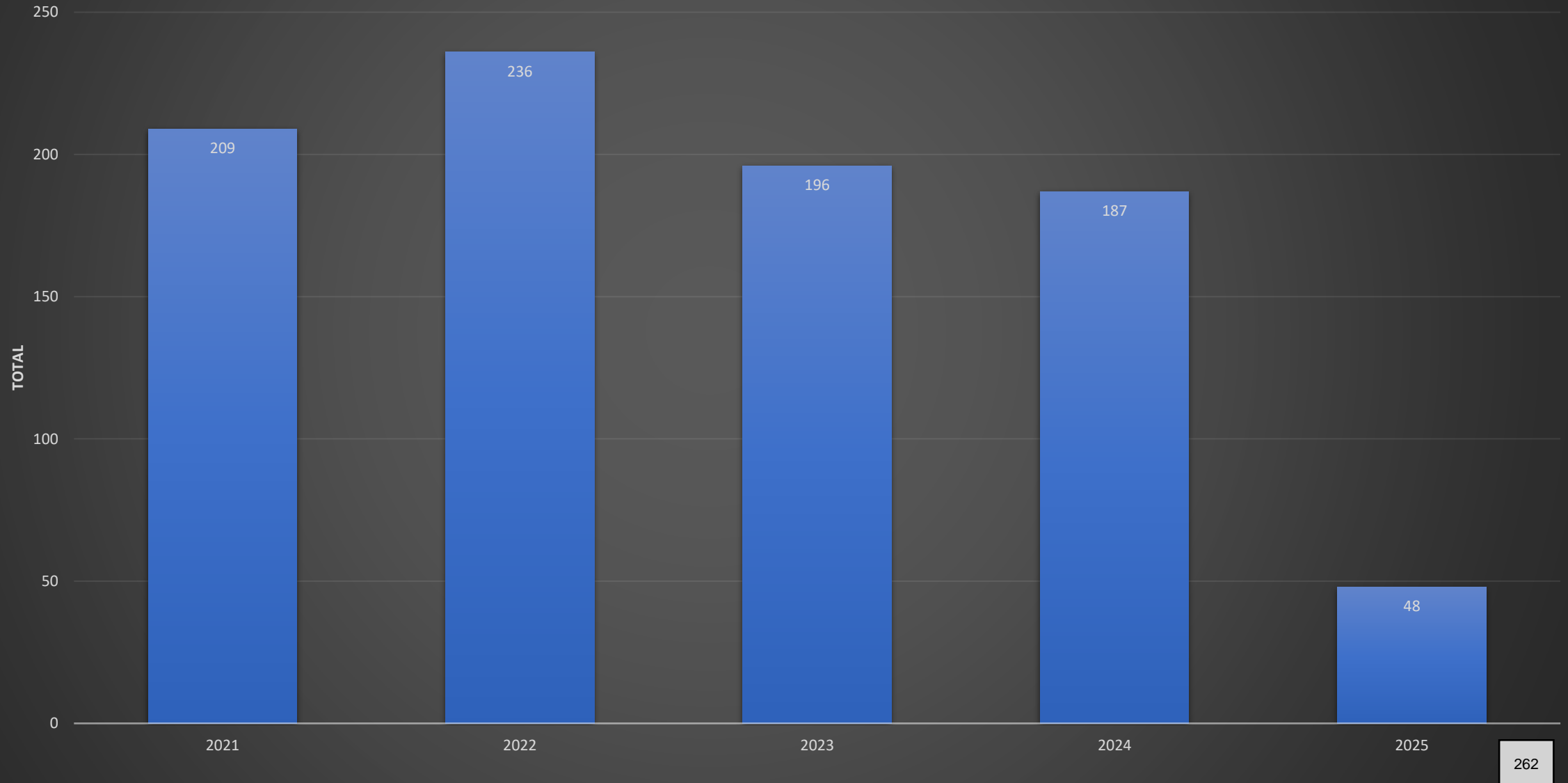
Written Warnings

Item # 12.



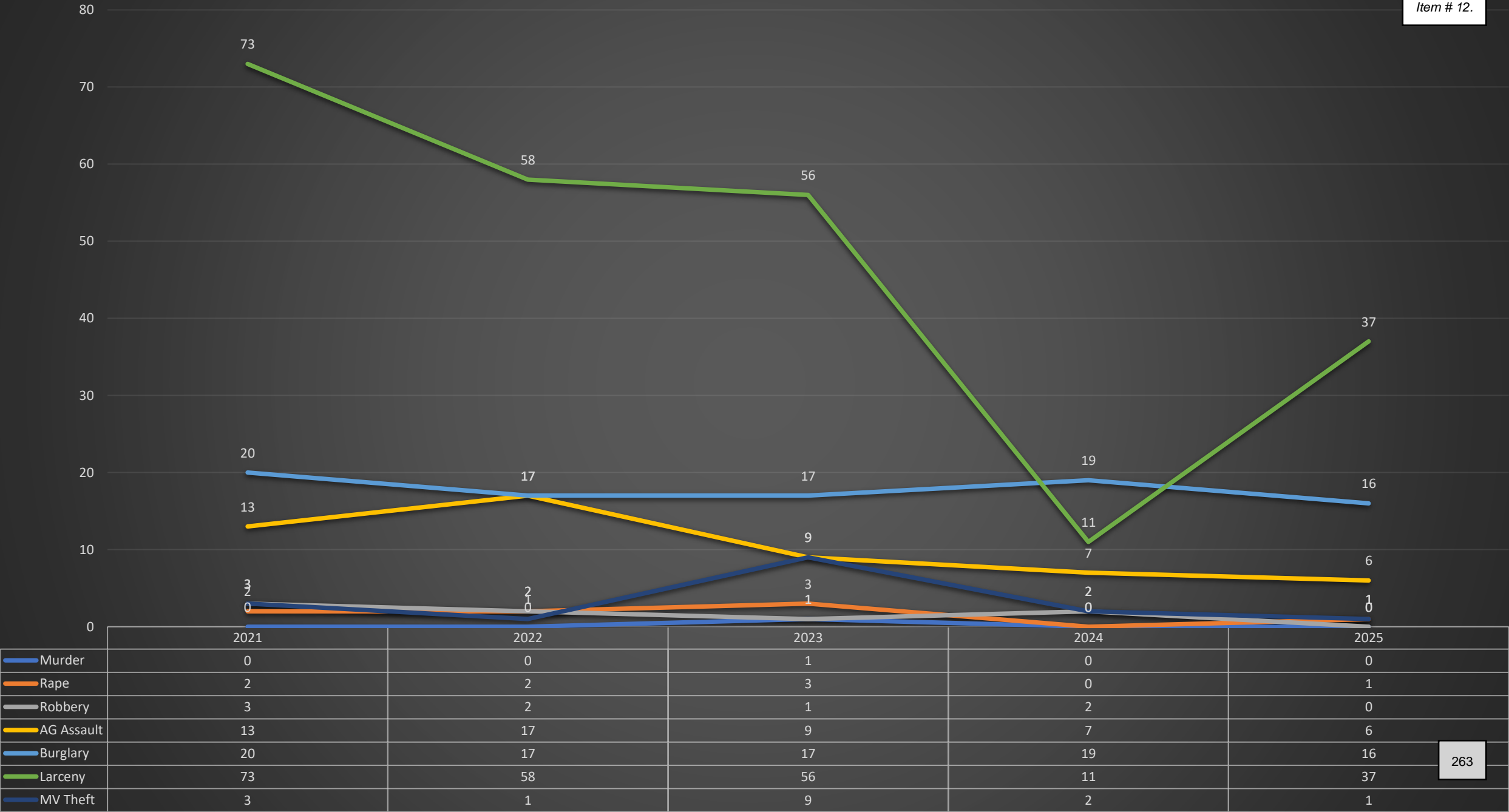
Traffic Crash

Item # 12.



Uniform Crime Reporting Part 1 Crimes

Item # 12.



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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