

On Monday, January 6, 2025 at 5:00 p.m., the City of Wauchula Commission met for its regular scheduled workshop.

Nadaskay called the workshop to order.

Commissioners present were Russell Smith, Mayor Keith Nadaskay, Sherri Albritton, and Gary Smith.

Also present were City Manager Olivia Minshew, Assistant City Manager Sandee Braxton, Chief of Police Brandon Ball, Community Development Director Kyle Long, Community Redevelopment Agency Director Jessica Newman, Director of Project Management and Procurement Ward Grimes, City Attorney Kristie Hatcher-Bolin (Zoom) and City Clerk Stephanie Camacho.

Nadaskay gave the virtual meeting statement.

The Development Group Project Updates – Denise Grimsley

Grimsley provided updates on projects managed by The Development Group throughout the County.

Commissioner Appointment Considerations

The Commission interviewed two candidates for the vacant seat for District 1.

Anne Miller – 820 Heard Bridge Rd

Garry Phillips – 324 Shelton Ave

Both candidates introduced themselves, provided an overview of their background and experience, and answered questions from the Commissioners. Commissioners asked each candidate the following questions:

- Can you give an example of how you have worked with the community to address local concerns?
- Why did you decide to apply for the vacancy now rather than during the election period?
- Do you have any specific areas of concern regarding the services we provide to our citizens?
- If you had a magic wand to fix anything you want in the City of Wauchula, what would it be?
- How do you think your skills, education or experience can enhance the City of Wauchula Commission?

Ordinance 2024-17 Capital Improvement Element

Marisa Barmby – Central Florida Regional Planning Council

Barmby provided a presentation explaining the ordinance, amending the code to include the updated 5-year capital improvement and CIP table.

Strategic Plan Review

Minshew presented updates on the City's strategic plan dashboard.

Solid Waste Rate Modifications

Minshew recapped the previous discussion regarding rate changes suggested by the consultant after the solid waste rate study. Braxton presented rate modification options, requesting direction from the Commission to begin preparing an ordinance.

Lease Agreement – Send Me Missions

Lease Agreement – Drug Free Hardee

Minshew presented the lease agreements for the shared space at 303 W Main St. She explained both tenants requested to add a Right of First Refusal (ROFO) clause, which would allow one organization to have first rights to take over the space in the event that the other organization decided to move out.

Some discussion was had and the Commission decided to remove the ROFO, stating they wanted to give a rental opportunity to other 501(c)(3) organizations if the space became available.

Special Event Application – Hometown Happy Hour

Newman presented the request for this downtown event.

Bad Debt Write-Off

Braxton presented the utility customer debt to the Commission.

Surplus Vehicles

Grimes presented vehicles to the Commission that were ready to be deemed as surplus.

ITB 24-06 Wastewater Residuals Hauling & Disposal Award Recommendation

Minshew presented the recommendation requesting the bid be awarded to Appalachian Material Services.

CITY ATTORNEY REPORT

No report given.

CITY MANAGER REPORT

Report given by Minshew.

CITY COMMISSIONER REPORTS

No report given.

PUBLIC COMMENT

Alejandro Farfan was present to request consideration of amending the code to allow permanent food trucks in the HC-1 district. Farfan stated he would like to put a food truck on the vacant lot at the corner of Main St/8th Ave however, it was not permitted in the current land development code. Much discussion was had regarding the code requirements between the Commission and staff. The Commission was open to looking into available options.

Nadaskay closed the Commission workshop and opened the CRA workshop.

Revitalization Grant Application for 216-222 W Main St

Alejandro Farfan was present and requested approval for funding from the program to make the following improvements:

- Repair and paint the wood sections on the outside of the windows
- Install new outlets, switches, and lighting circuit for a new sign
- Plumbing improvements
- New awning cover
- New signage

With no further business to discuss, Nadaskay adjourned the workshop at 7:20 p.m.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk

ORDINANCE 2025-03

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; ANNEXING APPROXIMATELY 35.18 ACRES LOCATED ALONG US HIGHWAY 17 NB (PARCEL NUMBERS 3-33-25-0000-09780-0000 AND 33-33-25-0000-08410-0000) AS FURTHER IDENTIFIED IN EXHIBIT “A” HEREOF, INTO THE INCORPORATED LIMITS OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION, THE MAILING OF CERTIFIED NOTICE TO THE COUNTY, AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR HARDEE COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF HARDEE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 171 Florida Statutes, authorizes and empowers incorporated municipalities of the State of Florida to annex into the incorporated limits of said municipalities unincorporated areas of the county in which said municipalities are located, provided certain criteria are followed; and

WHEREAS, The Hardee County Board of County Commissioners (BOCC), owner of the hereinafter described land located within the unincorporated area of Hardee County, Florida (the “County”) has requested, consented to, and petitioned the City of Wauchula (“City”) to annex said land into the incorporated limits of the City, pursuant to the criteria of Section 171.044, Florida Statutes; and

WHEREAS, the City Commission hereby finds and determines that said land is contiguous, reasonably compact, and urban in character as defined in Section 171.031, Florida Statutes; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given

by publication once a week for two consecutive weeks in a newspaper of general circulation notifying the public of this proposed ordinance and of public hearings to be held at City Hall in the City of Wauchula; and

WHEREAS, in the exercise of its authority, the City Commission of the City has determined it is in the best interest of the public health, safety and general welfare of the City and its residents to annex said land into the incorporated limits thereof.

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

Section 1. Annexation of Property. The “BOCC property”, pursuant to Section 171.044, Florida Statutes shall be and is hereby annexed into the incorporated limits of the City of Wauchula, Florida, and the boundary lines of the municipality shall be redefined to include the property described in Exhibit “A” attached to and incorporated into this ordinance.

Section 2. Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated herein by reference and are fully effective as part of this Ordinance.

Section 3. Notice of Proposed Annexation. Notice of the proposed annexation shall be published at least once each week for two consecutive weeks in a newspaper published in Hardee County, Florida, before final passage. A certified copy of this Ordinance shall, after adoption, be filed with the Clerk of the Circuit Court and the Chief Administrative Officer in and for Hardee County, Florida, and with the Department of State, of the State of Florida, within seven (7) days after the adoption of this Ordinance. Not fewer than 10 days prior to publishing or posting the ordinance notice required under state statute, the City Commission shall provide a copy of the notice, via certified mail, to the Board of the County Commissioners of Hardee County, Florida.

Section 4. Land Use and Zoning. The said property shall, upon annexation, remain subject to the County's land use plan and zoning or subdivision regulations until the City adopts a comprehensive plan amendment that includes the property annexed. The City is simultaneously processing plan amendment and rezoning requests from the owner.

Section 5. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All other ordinances which conflict with this or any part of this Ordinance are hereby repealed.

Section 7. Effective Date. The ordinance shall take effective immediately upon adoption by the City Commission of the City of Wauchula, Florida.

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this ____ day of March 10, 2025.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this _____ day of _____, 2025. This ordinance was moved for approval by Commissioner _____. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Anne Miller

_____ insert yes or no

Commissioner Sherri Albritton

_____ insert yes or no

Commissioner Richard Keith Nadaskay, Jr.

_____ insert yes or no

Commissioner Gary D. Smith

_____ insert yes or no

Commissioner Russell Graylin Smith

_____ insert yes or no

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Kristie Hatcher-Bolin, City Attorney

EXHIBIT "A": LEGAL DESCRIPTION AND MAP

Legal 1:

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

Legal 2:

All that part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying Easterly of U.S. Highway 17 right of way, and LESS Atlantic Coast Line Railroad right of way and LESS the South 247.67 feet thereof, lying in Section 33, Township 33 South, Range 25 East Hardee County, Florida.

Together with:

A portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows: Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence S $00^{\circ}26'27''$ E, a distance of 564.72 feet to a point on the Easterly right of way line of U.S Highway No. 17; thence S $12^{\circ}12'02''$ E along said Easterly right of way line, a distance of 65.31 feet; thence N $89^{\circ}51'58''$ E, a distance of 100.66 feet; thence North $12^{\circ}12'02''$ W, a distance of 318.75 feet; thence N $89^{\circ}51'58''$ E a distance of 351.21 feet; thence S $12^{\circ}12'02''$ E, a distance of 352.25 feet to a point on the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence N $89^{\circ}52'21''$ E along said South line, a distance of 851.31 feet to the Southeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence N $00^{\circ}10'38''$ W along the East line of the Southeast $\frac{1}{4}$ of said Section 33, a distance of 661.79 feet to the Northeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, thence S $89^{\circ}51'20''$ W along the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, distance of 1327.75 feet to the Point of Beginning.
LESS AND EXCEPT road right-of-way on the East side for Heard Bridge Road.

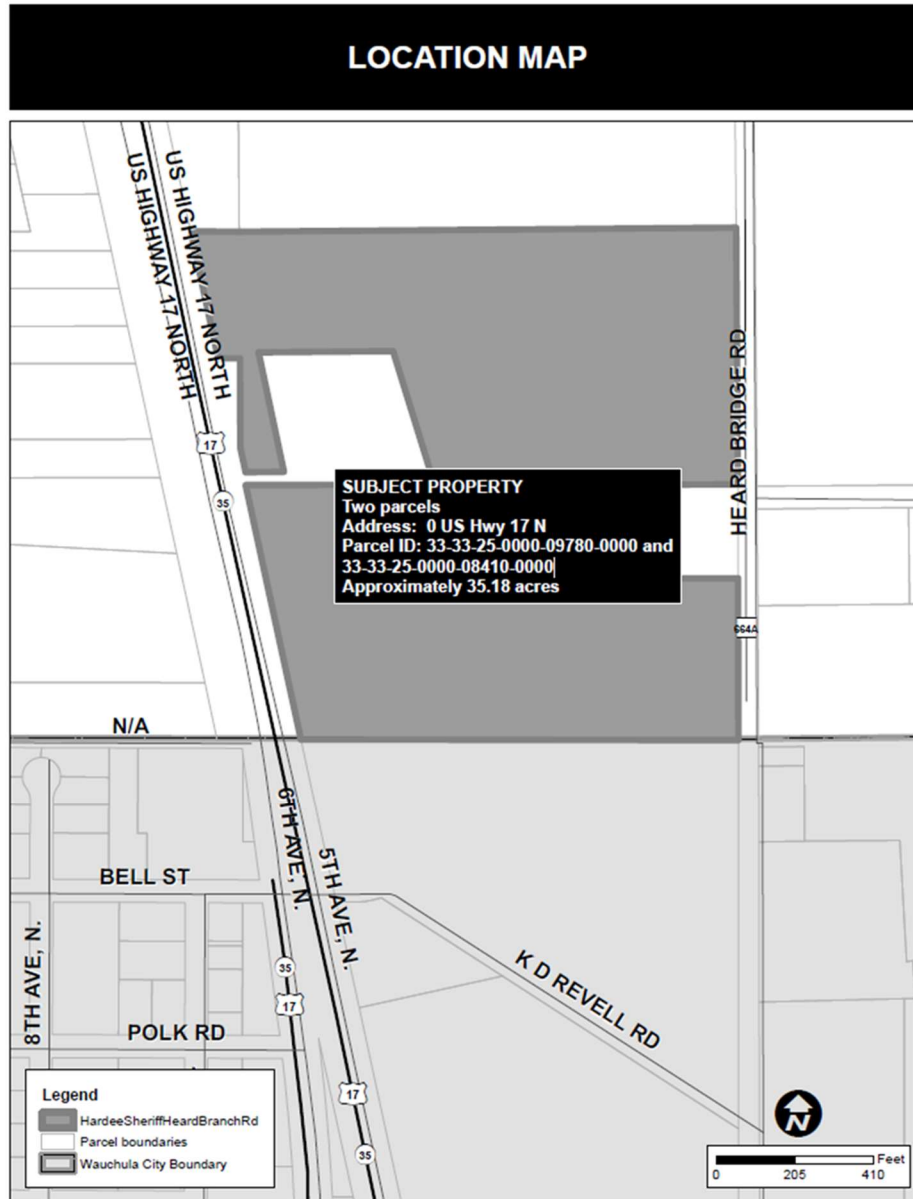
BEING MORE PARTICULARLY DESCRIBED AS:

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

BEGIN at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence South $89^{\circ}51'51''$ West along the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, 116.37 feet to the intersection with the Easterly right-of-way line of State Road 35 (U.S. 17), as depicted on the Florida Department of Transportation right-of-way Map Section Number 06010-2532; thence South $12^{\circ}13'13''$ East along said Easterly right-of-way line 324.83 feet to the intersection with the North line of the South 247.67 feet of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence North $89^{\circ}32'11''$ East, 51.54 feet to the East line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Said Section 33, thence South $00^{\circ}25'51''$ East along said East line, 247.86 feet to the intersection with said Easterly right-of-way line of State Road 35 (U.S. 17); thence South $12^{\circ}10'44''$ East along said Easterly right-of-way-line, 65.31 feet to the intersection with the North line of "Parcel 121" as described in Official Records Book 642, pages 1234 through 1238, Public Records of Hardee County, Florida; thence North $89^{\circ}52'52''$ East along said North Line 100.66 feet to the Westerly line of said "Parcel 121", thence North $12^{\circ}11'38''$ West along said Westerly line 318.75 feet to the North line of said "Parcel 121"; thence North $89^{\circ}52'22''$ East along said North line, 351.21 feet to the Northeast corner of said "Parcel 121"; thence South $12^{\circ}11'38''$ East along the Easterly line of said "Parcel 121", 352.25 feet to the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33; thence South $89^{\circ}52'22''$ West along said South line, 452.14 feet

to the intersection with said Easterly right-of-way line of State Road 35 (U.S.17); thence South 12°10'44" East along said Easterly right-of-way line, 675.89 feet to the South line of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 89°55'20" East along said South line, 1128.01 feet to the intersection with the West right-of-way line of Heard Bridge Road, having a 70 foot right-of-way based on the right-of-way notecard provided by Hardee County Public Works Division; thence North 00°10'43" West along said West right-of-way line 416.87 feet to the South line the north 245.00 feet of the Southeast ¼ of the Southeast ¼; thence South 89°59'05" West along said South line, 149.29 feet to the West line of the East 190.00 feet of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 00°19'06" West along said West line, 244.64 feet to the South line of the North ½ of the Southeast ¼ of the Southeast ¼ of said Section 33; thence North 89°53'15" East along said South line, 149.89 feet to the intersection with said West right-of-way line of Heard Bridge Road; thence North 00°10'43" West along said West right-of-way line 661.92 feet to the intersection with the North line of the Southeast ¼ of the Southeast ¼ of said Section 33; thence South 89°52'41" W along said North line, 1292.85 feet to the POINT OF BEGINNING.

Parcel No. 33-33-25-0000-08410-0000 and 33-33-25-0000-09780-0000



ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO SOLID WASTE COLLECTION AND DISPOSAL; AMENDING THE CITY OF WAUCHULA CODE OF ORDINANCES (THE "CITY CODE"); AMENDING CHAPTER 22 IN THE WAUCHULA CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority of Chapter 166, Florida Statutes, and for the health and welfare of its citizens, the City of Wauchula, Florida (the "City") provides solid waste collection and disposal services to all the residents and businesses of the City: and

WHEREAS, the City has recently completed a comprehensive solid waste collection and disposal rate study dated October 5, 2024; and

WHEREAS, the rate study recommends that the City adopt revisions to all solid waste rates in order to support a fleet replacement schedule necessary for the City to sustain the level of solid waste collection and disposal service it provides to residents and businesses; and

WHEREAS, with the support of the rate study, City staff has calculated a rate schedule over the next 5 years to ensure equitable pricing among all solid waste customer classes; and

WHEREAS, the City has scheduled and conducted the necessary public hearing and followed the other procedures set forth in section 166.041(3), Fla. Stat., in order to consider public comment, the rate study, and other competent, substantial evidence; and

WHEREAS, in the exercise of its authority the Commission has determined that it is in the best interests of the City to adopt the recommendations from the solid waste collection and disposal rate study, including changes to both the level of rates and the rate structure; and

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

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

SECTION 2. AMENDMENT TO SEC. 22-87, CITY CODE. Section 22-87 of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows

Sec. 22-87. Solid waste rates.

- (1) ~~Beginning October 1, 2019, the residential solid waste collection fee shall be \$25.39 per month, and the residential solid waste disposal fee shall be \$9.19 per month. These collection and disposal fees shall apply to all those residential units where the City provides curbside pickup service. Customary home occupation customers shall pay residential solid waste rates. Beginning October 1, 2019, for a second City-issued cart, the residential solid waste collection fee shall be \$15.30 and the disposal fee shall be \$5.54 per month. The monthly fees for residential City solid waste services shall be as follows:~~

<u>Residential:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
<u>Collection</u>	<u>\$20.07</u>	<u>\$18.77</u>	<u>\$17.47</u>	<u>\$16.16</u>	<u>\$14.86</u>
<u>Disposal</u>	<u>\$27.62</u>	<u>\$25.82</u>	<u>\$24.02</u>	<u>\$22.23</u>	<u>\$20.43</u>
<u>Additional Cart Collection</u>	<u>\$10.04</u>	<u>\$9.38</u>	<u>\$8.73</u>	<u>\$8.08</u>	<u>\$7.43</u>
<u>Additional Cart Disposal</u>	<u>\$13.81</u>	<u>\$12.91</u>	<u>\$12.01</u>	<u>\$11.11</u>	<u>\$10.21</u>

These collection and disposal fees shall apply to all those residential units where the City provides curbside pickup service. Customary home occupation customers shall pay residential solid waste rates.

- (2) ~~Beginning October 1, 2013, the commercial solid waste collection fee shall be \$25.39 per month. The monthly fees for commercial City solid waste services shall be as follows:~~

<u>Commercial:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
<u>Collection</u>	<u>\$20.07</u>	<u>\$18.77</u>	<u>\$17.47</u>	<u>\$16.16</u>	<u>\$14.86</u>
<u>Disposal</u>	<u>\$33.95</u>	<u>\$33.29</u>	<u>\$32.64</u>	<u>\$31.98</u>	<u>\$31.33</u>
<u>Additional Cart Collection</u>	<u>\$10.04</u>	<u>\$9.38</u>	<u>\$8.73</u>	<u>\$8.08</u>	<u>\$7.43</u>
<u>Additional Cart Disposal</u>	<u>\$16.97</u>	<u>\$16.65</u>	<u>\$16.32</u>	<u>\$15.99</u>	<u>\$15.66</u>

- (3) ~~Beginning October 1, 2013, the commercial solid waste disposal fee shall be as follows:~~

~~_____ C-1 (0—3,000 sq. ft.) _____ \$12.16~~
~~_____ C-2 (3,000—10,000 sq. ft.) \$42.55~~
~~_____ C-3 (10,001—20,000 sq. ft.) _____ \$91.17~~
~~_____ C-4 (20,001 sq. ft. and up) \$182.34~~

- (3) (4) ~~Beginning October 1, 2013, t~~The monthly collection fee for dumpster-type containers shall be as follows:

<u>All Size Containers:</u>	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
Any size container cCollected 1 time each week	\$ 34.87 <u>\$43.21</u>	<u>\$48.20</u>	<u>\$53.18</u>	<u>\$58.17</u>	<u>\$63.15</u>
Any size container cCollected 2 times each week	\$ 69.74 <u>\$86.42</u>	<u>\$96.39</u>	<u>\$106.36</u>	<u>\$116.34</u>	<u>\$126.31</u>
Any size container cCollected 3 times each week	\$ 104.61 <u>\$129.63</u>	<u>\$144.59</u>	<u>\$159.55</u>	<u>\$174.50</u>	<u>\$189.46</u>
Any size container cCollected 4 times each week	\$ 139.48 <u>\$172.84</u>	<u>\$192.78</u>	<u>\$212.73</u>	<u>\$232.67</u>	<u>\$252.62</u>
Any size container cCollected 5 times each week	\$ 174.35 <u>\$216.05</u>	<u>\$240.97</u>	<u>\$265.90</u>	<u>\$290.82</u>	<u>\$315.75</u>
Any size container cCollected 6 times each week	\$ 209.22 <u>\$259.26</u>	<u>\$289.17</u>	<u>\$319.08</u>	<u>\$348.99</u>	<u>\$378.90</u>

(4) ~~Beginning October 1, 2013, t~~The monthly solid waste disposal fee for dumpster-type containers shall be as follows:

	<u>04/01/2025</u>	<u>10/01/2025</u>	<u>10/01/2026</u>	<u>10/01/2027</u>	<u>10/01/2028</u>
2 yard container collected 1 time each week	\$ 8.51 <u>\$28.81</u>	<u>\$32.13</u>	<u>\$35.45</u>	<u>\$38.77</u>	<u>\$42.09</u>
2 yard container collected 2 times each week	\$17.03 <u>\$57.59</u>	<u>\$64.23</u>	<u>\$70.88</u>	<u>\$77.52</u>	<u>\$84.16</u>
2 yard container collected 3 times each week	\$25.54 <u>\$86.35</u>	<u>\$96.32</u>	<u>\$106.29</u>	<u>\$116.26</u>	<u>\$126.23</u>
2 yard container collected 4 times each week	\$ 34.05 <u>\$115.13</u>	<u>\$128.42</u>	<u>\$141.72</u>	<u>\$155.01</u>	<u>\$168.31</u>
2 yard container collected 5 times each week	\$ 42.57 <u>\$143.93</u>	<u>\$160.55</u>	<u>\$177.17</u>	<u>\$193.79</u>	<u>\$210.41</u>
2 yard container collected 6 times each week	\$ 51.08 <u>\$172.72</u>	<u>\$192.66</u>	<u>\$212.61</u>	<u>\$232.55</u>	<u>\$252.49</u>
4 yard container collected 1 time each week	\$ 17.03 <u>\$46.66</u>	<u>\$55.32</u>	<u>\$63.97</u>	<u>\$72.63</u>	<u>\$81.28</u>
4 yard container collected 2 times each week	\$ 34.05 <u>\$93.23</u>	<u>\$110.56</u>	<u>\$127.89</u>	<u>\$145.22</u>	<u>\$162.55</u>
4 yard container collected 3 times each week	\$ 51.08 <u>\$139.88</u>	<u>\$165.87</u>	<u>\$191.86</u>	<u>\$217.84</u>	<u>\$243.83</u>
4 yard container collected 4 times each week	\$ 68.11 <u>\$186.48</u>	<u>\$221.13</u>	<u>\$255.79</u>	<u>\$290.44</u>	<u>\$325.10</u>
4 yard container collected 5 times each week	\$ 85.13 <u>\$233.09</u>	<u>\$276.42</u>	<u>\$319.74</u>	<u>\$363.07</u>	<u>\$406.39</u>

4 yard container collected 6 times each week	\$ 102.16 <u>\$279.73</u>	<u>\$331.72</u>	<u>\$383.70</u>	<u>\$435.69</u>	<u>\$487.68</u>
6 yard container collected 1 time each week	\$ 25.54 <u>\$64.48</u>	<u>\$78.48</u>	<u>\$92.48</u>	<u>\$106.48</u>	<u>\$120.48</u>
6 yard container collected 2 times each week	\$ 51.08 <u>\$128.93</u>	<u>\$156.93</u>	<u>\$184.94</u>	<u>\$212.94</u>	<u>\$240.95</u>
6 yard container collected 3 times each week	\$ 76.62 <u>\$193.37</u>	<u>\$235.38</u>	<u>\$277.39</u>	<u>\$319.40</u>	<u>\$361.41</u>
6 yard container collected 4 times each week	\$ 102.16 <u>\$257.83</u>	<u>\$313.84</u>	<u>\$369.86</u>	<u>\$425.87</u>	<u>\$481.89</u>
6 yard container collected 5 times each week	\$ 127.70 <u>\$322.29</u>	<u>\$392.31</u>	<u>\$462.34</u>	<u>\$532.36</u>	<u>\$602.38</u>
6 yard container collected 6 times each week	\$ 153.24 <u>\$386.77</u>	<u>\$470.79</u>	<u>\$554.81</u>	<u>\$638.84</u>	<u>\$722.86</u>
8 yard container collected 1 time each week	\$ 34.05 <u>\$82.31</u>	<u>\$101.65</u>	<u>\$120.99</u>	<u>\$140.33</u>	<u>\$159.67</u>
8 yard container collected 2 times each week	\$ 68.11 <u>\$164.58</u>	<u>\$203.27</u>	<u>\$241.96</u>	<u>\$280.65</u>	<u>\$319.33</u>
8 yard container collected 3 times each week	\$ 102.16 <u>\$246.88</u>	<u>\$304.91</u>	<u>\$362.94</u>	<u>\$420.97</u>	<u>\$479.00</u>
8 yard container collected 4 times each week	\$ 136.21 <u>\$329.19</u>	<u>\$406.56</u>	<u>\$483.93</u>	<u>\$561.30</u>	<u>\$638.67</u>
8 yard container collected 5 times each week	\$ 170.27 <u>\$411.48</u>	<u>\$508.20</u>	<u>\$604.93</u>	<u>\$701.65</u>	<u>\$798.37</u>
8 yard container collected 6 times each week	\$ 204.32 <u>\$493.77</u>	<u>\$609.84</u>	<u>\$725.90</u>	<u>\$841.97</u>	<u>\$958.04</u>

(5)Beginning ~~October 1, 2013~~, the monthly solid waste disposal fee for dumpster type containers shall be as follows:

~~2 yard container collected 1 time each week — \$ 8.51~~
~~2 yard container collected 2 times each week — \$ 17.03~~
~~2 yard container collected 3 times each week — \$ 25.54~~
~~2 yard container collected 4 times each week — \$ 34.05~~
~~2 yard container collected 5 times each week — \$ 42.57~~
~~2 yard container collected 6 times each week — \$ 51.08~~
~~4 yard container collected 1 time each week — \$ 17.03~~
~~4 yard container collected 2 times each week — \$ 34.05~~
~~4 yard container collected 3 times each week — \$ 51.08~~
~~4 yard container collected 4 times each week — \$ 68.11~~
~~4 yard container collected 5 times each week — \$ 85.13~~
~~4 yard container collected 6 times each week — \$ 102.16~~
~~6 yard container collected 1 time each week — \$ 25.54~~

~~6 yard container collected 2 times each week \$ 51.08~~
~~6 yard container collected 3 times each week \$ 76.62~~
~~6 yard container collected 4 times each week \$ 102.16~~
~~6 yard container collected 5 times each week \$ 127.70~~
~~6 yard container collected 6 times each week \$ 153.24~~
~~8 yard container collected 1 time each week \$ 34.05~~
~~8 yard container collected 2 times each week \$ 68.11~~
~~8 yard container collected 3 times each week \$ 102.16~~
~~8 yard container collected 4 times each week \$ 136.21~~
~~8 yard container collected 5 times each week \$ 170.27~~
~~8 yard container collected 6 times each week \$ 204.32~~

~~(5)(6)~~ Any Every customer who shares a dumpster shall pay either the monthly fees a minimum charge per month for collection and disposal, per Sections 22-87 (1) (2) and (2) (3) respectively, or shall pay the customer's proportionate share of the total monthly charges for the dumpster based on the number of users of the shared dumpster, whichever sum is greater if more than this amount, each.

~~(6)(7)~~ The use of solid waste collection services, including dumpster or other garbage and trash collection receptacles, shall be limited to the person(s) paying the monthly fee for the garbage collection service for such dumpster or receptacle. Any person, resident or nonresident, who disposes of solid waste by placing it in a dumpster or other receptacle at a location within the municipal limits for which that person does not pay the appropriate periodic fee for the garbage collection services shall be guilty of a violation of this Code. The City can install dumpster locks, upon customer request, for \$150.00 per lock.

SECTION 3. AMENDMENT TO SEC. 22-88, CITY CODE. Section 22-88 of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows

Sec 22-88. - Indexing of City solid waste rates.

Effective October 1 of each year, beginning October 1, 2014~~29~~, the solid waste disposal and collection charges identified herein shall be increased by the greater of 3.0 percent or the annual change in the US Consumer Price Index - Garbage and Trash Collection Series (Series ID CUUR0000SEHG02, or any such successor series) as measured during the month of May.

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

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

SECTION 6. CODIFICATION. The provisions of this Ordinance shall be included and incorporated within the Code of Ordinances of the City of Wauchula.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect April 1, 2025.

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

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

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the 10th day of March, 2025; that the first reading of said ordinance was held on the 10th day of February, 2025; that the public hearings were held on the 10th day of February, 2025; and on the 10th day of March, 2025; and that the second and final reading of said ordinances was held on the 10th day of March, 2025.

Stephanie Camacho, City Clerk

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, AMENDING THE CITY OF WAUCHULA CODE OF ORDINANCES, SPECIFICALLY, TO REPEAL AND REPLACE SECTION 4-3, "DANGEROUS DOGS," OF CHAPTER 4 OF THE CODE OF ORDINANCES, TO MAINTAIN CONSISTENCY WITH CHAPTER 767, FLORIDA STATUTES, INCLUDING ADOPTING DEFINITIONS AND HEARING PROCEDURES CONSISTENT WITH CHAPTER 767, FLORIDA STATUTES, REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, THE CORRECTION OF SCRIVENERS' ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorizes cities in the State of Florida to adopt regulations in the interest of the public health, safety, and the general welfare of the public; and

WHEREAS, Chapter 767, Florida Statutes, provides that animal control authorities, acting alone or in concert with other local government units, shall enforce the animal control laws of the city, county, and state, including those pertaining to dangerous dogs; and

WHEREAS, Section 767.14, Florida Statutes, provides that Chapter 767 does not limit local governments from adopting ordinances to address the safety and welfare concerns caused by attacks on persons or domestic animals, placing further restrictions or requirements on owners of dogs who have bitten or attacked persons or domestic animals, or developing procedures and criteria to implement Chapter 767, provided that such ordinances do not regulate on the basis of an animal's breed, weight, or size, and provided that such ordinances do not lessen the provisions of Chapter 767; and

WHEREAS, ordinances regulating the keeping, care, custody, and control of animals within the municipal limits are a valid exercise of the police powers delegated to the City to protect and maintain the health, safety, and welfare of the community and to abate nuisances; and

WHEREAS, the City of Wauchula Code of Ordinances, specifically Section 4-3 of Chapter 4, addresses dangerous dogs covered in Chapter 767; and

WHEREAS, the City Commission finds it is in the best interest of the community's health, safety, and welfare to repeal and replace Section 4-3 of Chapter 4 of the Code of Ordinances with the provisions below to maintain consistency with the most current amendments to Chapter 767, Florida Statutes, and

WHEREAS, the City Commission finds that this Ordinance serves a legitimate government purpose, provides appropriate means of animal protection and control, and is in the best interest of the public health, safety, and welfare of the City and its citizens.

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

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS AND INTENT. The above-stated recitals to this Ordinance are hereby incorporated into this Ordinance by the Commission as its legislative findings and the Commission's intent regarding this Ordinance.

SECTION 2. REPEAL OF SECTION 4-3, CODE OF ORDINANCES. Section 4-3, "Dangerous Dogs," in Chapter 4, Code of Ordinances of the City of Wauchula, is hereby repealed in its entirety.

SECTION 3. REPLACEMENT OF SECTION 4-3, CODE OF ORDINANCES. Section 4-3, "Dangerous Dogs," is hereby replaced in its entirety with the following:

Section 4-3, Dangerous Dogs-, Definitions, Investigation, and Hearing Procedures

(a) Definitions. The Definitions contained in Chapter 767, Florida Statutes, as may be amended from time to time, are expressly incorporated into and made a part of this Section as if fully stated herein, and shall include, but not be limited to the following:

- (1) "Animal control officer" means any individual employed, contracted with, or appointed by an animal control authority, including but not limited to, Hardee County Animal Control, Hardee County Sheriff's Office, or Wauchula Police Department, for the purpose of aiding in the enforcement of Chapter 767, Florida Statutes, or this Ordinance.
- (2) "Dangerous dog" means any dog that according to the records of the appropriate authority:
 - a. Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
 - b. Has more than once severely injured or killed a domestic animal while off the Owner's property; or
 - c. Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.
- (3) "Insurance" means an insurance policy providing coverage in the minimum amount of \$100,000 that provides liability insurance for damage to persons and property caused by the dangerous dog. The

insurance shall be provided by an insurance company authorized to do business in the State of Florida, and the Owner shall provide the Wauchula Police Department evidence of a certificate of insurance and a copy of the endorsement.

- (4) "Owner" means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.
- (5) "Proper enclosure of a dangerous dog" means, while on the Owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements.
- (6) "Severe injury" means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.
- (7) "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(b) Classification of dog as dangerous; notice and hearing procedures; confinement of dog; appeal; exemptions.

- (1) An animal control officer shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the Owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.
- a. An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The Owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.

b. An animal that is the subject of a dangerous dog investigation which is not impounded must be humanely and safely confined by the Owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The address at which the animal resides shall be provided to the animal control officer. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

(2) A dog may not be declared dangerous if:

a. The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its Owner or a family member, or who, at the time of the attack or bite, was engaged in or attempting to engage in criminal activity. .

b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(3) After the investigation, the animal control officer shall present his factual findings, in writing, and all evidence the animal control officer has collected, to the Chief of Police or his designee. Based on the written factual findings and evidence the animal control officer has presented, the Chief of Police or his designee shall make an initial determination, in writing, as to whether there is sufficient cause to classify the dog as dangerous, and if sufficient cause is found, as to the appropriate penalty under subsection (5). The Chief of Police or his designee shall afford the Owner an opportunity for a hearing before the City's hearing officer prior to making a final determination regarding the classification or penalty. The Chief of Police or his designee shall provide written notification of the sufficient cause finding and proposed penalty to the Owner by registered mail, certified hand delivery, or service in conformance with the provisions of chapter 48 relating to service of process. The Owner may file a written request for a hearing before the City's hearing officer regarding the dangerous dog classification, penalty, or both, within 7 calendar days after the Owner's receipt of the notification of the sufficient cause finding and proposed penalty. If the Owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than 5 days after receipt of the request from the Owner. The hearing officer shall conduct a de novo hearing to receive evidence and testimony. All testimony at the hearing must be

under oath and must be recorded. The hearing officer must review any photographs, videos, or other evidence presented. Formal rules of evidence do not apply, but due process must be observed and govern the proceedings. The hearing officer must issue a final administrative order that including findings as to the determination that the Owner's dog should be classified as a dangerous dog under Chapter 767, Florida Statutes, and proposed penalty within 21 days of the hearing. Such decision shall be in the form of a written order recorded with the city clerk. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the Chief or Police or his designee as to such matter shall become final.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the Chief of Police or his designee shall provide a written final order to the Owner by registered mail, certified hand delivery or service in conformance with the provisions of chapter 48 relating to service of process. The Owner may appeal the classification, penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the Owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

(5) a. Except as otherwise provided in paragraph b., below, the Owner of a dog classified as a dangerous dog shall:

1. Within 30 days after issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the Wauchula Police Department, and renew the certificate annually. The fee for the issuance of a certificate of registration is \$240.00, and the fee for annual renewals required by this section is \$240.00. If the dog has been impounded during the pendency of dangerous dog investigation and remains impounded at the time the final order is issued, the Owner must obtain a certificate of registration, including paying the registration fee, and pay all boarding costs and other fees incurred in keeping the animal pending any hearing or appeal before the Wauchula Police Department will release the dog to the Owner. The Wauchula Police Department shall issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to sufficient evidence of:

(i) A current certificate of rabies vaccination for the dog.

(ii) Proof of a Proper Enclosure to confine a dangerous dog and the posting of the premises with a clearly visible

warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property. Wauchula Police Department must inspect and approve of the form and placement of the signs on the property before issuance of the registration and any renewals. The Owner must also provide proof of ownership of the property on which the Proper Enclosure is located, or proof of permission from the Owner of the property on which the Proper Enclosure is located.

(iii) Proof of Insurance as defined in this Ordinance.

(iv) Proof that the dog has been surgically sterilized by a licensed veterinarian.

(v) Proof of permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation.

2. Additionally, the Owner must immediately notify the Wauchula Police Department when the dog:

(i) Is loose or unconfined.

(ii) Has bitten a human being or attacked another animal.

(iii) Is sold, given away, or dies.

(iv) Is moved to another address.

Before a dangerous dog is sold or given away, the Owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this section and implementing local ordinances, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the Owner of a dog classified as dangerous that the dog is in his or her jurisdiction.

3. A dog classified as dangerous must not be outside of a proper enclosure unless the dog is muzzled and securely restrained by a chain or leash of not more than four feet and under control of a competent person over the age of 18. No dog classified as dangerous may be chained, tethered, or otherwise tied to any inanimate object, such as a tree, post, or building that is outside of its proper enclosure. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or animal. The Owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his or her sight and only members of the

immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

b. If a dog is classified as a dangerous dog due to an incident that causes severe injury, as defined in Chapter 767, Florida Statutes, to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner as permitted by section 767.12(5)(b), Florida Statutes, as may be amended.

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

(c) Attack or bite by a dog that previously has been classified as a Dangerous Dog, impoundment, destruction.

If a dog that previously has been classified as a dangerous dog bites a person or domestic animal without provocation, Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and the dog shall be euthanized in a humane and expeditious manner ten business days after written notice is provided to the Owner. During the ten-business day period, the Owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with section 4-3(b)(3) above. The Owner shall be responsible for paying all boarding costs and other fees as may be incurred to humanely and safely keep the dog during any appeal process.

(d) Death of a human by dog, impoundment, destruction.

If a dog attacks and causes the death of a human, regardless of whether that dog previously has been classified as a dangerous dog, Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and after written notice to the Owner, the dog shall be euthanized in a humane and expeditious manner after ten business days. During the ten-business day period, the Owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with section 4-3(b)(3) above. The Owner shall be responsible for paying all boarding costs

and other fees as may be incurred to humanely and safely keep the dog during any appeal process.

(e) Additional charges

Nothing in this Ordinance shall preclude criminal charges under Florida law.

(f) Offspring of impounded dogs

If a dog who is impounded under this Ordinance gives birth to offspring during the impoundment, the Wauchula Police Department shall provide the Owner written notice that the offspring have been born. The Owner shall be entitled to claim the puppies when, in the judgment of the animal control authority, the puppies are appropriately weaned. The Owner may claim the offspring within 14 days of receipt of the notice that the offspring are weaned and ready to be claimed, in advance, by cash or certified check payable to the City of Wauchula, the estimated cost to board the puppies and the mother, including payment of any associated medical costs or fees. If the puppies are not claimed during the 14-day period, then they shall be considered abandoned and ownership shall revert to the Wauchula Police Department.

(g) Violations of this Ordinance

A person who violates any provision of this Ordinance commits a noncriminal infraction, punishable by a fine of \$500.

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

SECTION 5. REPEAL OF CONFLICTING ORDINANCES All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. INCLUSION IN THE CODE. It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City's Code of Ordinances, including the Unified Land Development Code.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its enactment.

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, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

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ORDINANCE 2024-17

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE UPDATE OF THE ADOPTED CAPITAL IMPROVEMENTS ELEMENT AND 5-YEAR CAPITAL IMPROVEMENTS PLAN OF THE CITY OF WAUCHULA 2030 COMPREHENSIVE PLAN, SAID AMENDMENT BEING KNOWN AS “AMENDMENT 24-01CIE”; PROVIDING FOR TRANSMISSION OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR NOTIFICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, pursuant to Section 166.041, Florida Statutes, the Commission held meetings and hearings on Amendment 24-01ESR, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

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

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

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

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

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

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

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

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

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

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the _____ day of _____, 2025; that the first reading of said ordinance was held on the _____ day of _____, 2025; that the public hearing was held on the ____ day of _____, 2025; and that the second and final reading of said ordinance was held on the _____ day of _____, 2025.

Stephanie Camacho, City Clerk

**CITY OF WAUCHULA
EXHIBIT "A"**

AMENDED

CAPITAL IMPROVEMENTS ELEMENT

UPDATED 5-YEAR CAPITAL IMPROVEMENT PLAN

CAPITAL IMPROVEMENT ELEMENT

City of Wauchula 2030 Comprehensive Plan

Update Adopted February 10, 2025

1.0 GOALS, OBJECTIVES, AND POLICIES

GOAL **THE GOAL OF THIS ELEMENT IS THE PROVISION OF PUBLIC FACILITIES AND SERVICES IN A TIMELY, EFFICIENT, AND FISCALLY SOUND MANNER IN ORDER TO MEET CURRENT AND FUTURE NEEDS OF THE COMMUNITY.**

OBJECTIVE 1.1: **THE CAPITAL IMPROVEMENT ELEMENT WILL SERVE AS A MEANS TO CORRECT EXISTING DEFICIENCIES IN PUBLIC FACILITIES OR SERVICES, TO PROVIDE THOSE FACILITIES AND SERVICES IN ORDER TO MEET THE NEEDS OF FUTURE GROWTH, AND TO REPLACE OBSOLETE OR WORN OUT FACILITIES. A 5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS WILL BE MAINTAINED. THE SCHEDULE WILL MEET CONCURRENCY REQUIREMENTS OF CHAPTER 163, FLORIDA STATUTES THAT REQUIRE PUBLIC FACILITIES AND SERVICES BE AVAILABLE, AT LEVELS OF SERVICE CONSISTENT WITH THOSE ADOPTED IN THE COMPREHENSIVE PLAN, WHEN THE IMPACTS OF DEVELOPMENT OCCUR.**

Policy 1.1.1: The City will annually adopt a budget that provides a 5-Year schedule of capital projects, including project cost and revenue sources to support the project.

Policy 1.1.2: The City shall determine the status and capabilities of existing and proposed facilities to accommodate current, new, and redevelopment demands. Required improvements will be added to the 5-Year Capital Improvements Plan.

Policy 1.1.3: Prioritization of capital improvements projects will be based on several criteria, including: financial feasibility; the elimination of public hazards; and the elimination of capacity deficits.

Policy 1.1.4: Prioritization of funding improvements shall include meeting adopted levels of service, increasing efficiency, and expanding services.

Policy 1.1.5: Prioritization of funding improvements shall involve coordination with adjacent incorporated communities if appropriate, in addition to those of the County, Regional Planning Council, State, the Florida Department of Transportation, the Southwest Florida Water Management District, and any other state agencies that provide public facilities in the City.

Policy 1.1.6: The City hereby adopts, by reference, the Southwest Florida Water Management District Regional Water Supply Plan and District Water Management Plan, and the Florida Department of Transportation Five-Year Work Program 2023~~4~~/2028~~9~~ into the City's Five-Year Schedule of Capital Improvements.

Policy 1.1.7: The City of Wauchula hereby adopts, by reference, the Hardee County School District 5-Year Facilities Work Program, for the years 2023~~4~~/2024~~5~~ through 2027~~8~~/2028~~9~~, as part of its Schedule of Capital Improvements.

Policy 1.1.8: The City shall include financially feasible projects in the annual update of its five-year capital improvements schedule as identified for implementing the first (5) years of the Ten-Year Water Supply Plan, and all subsequent updates thereto.

Policy 1.1.9: The City hereby incorporates its Ten-Year Water Supply Facilities Work Plan as a technical support document into this Element, as required following adoption of the SWFWMD Regional Water Supply Plan, adopted November 2015. The adopted Ten-Year Water Supply Facilities Work Plan and all future amendments thereto, represent an update to the City of Wauchula Comprehensive Plan. In implementing this Policy, the City shall annually assess the performance and effectiveness of its Ten-Year Water Supply Plan and update the status of project development and potential funding sources, consistent with the corresponding SWFWMD Regional Water Supply Plans and the policies of this Comprehensive Plan in order to maximize the use of existing facilities and provide for future needs.

OBJECTIVE 1.2: **THE CITY WILL MANAGE ITS LONG-TERM DEBT IN A FISCALLY SOUND MANNER.**

Policy 1.2.1: The City shall limit the maximum ratio of outstanding indebtedness to no greater than 25 percent of the property tax base.

Policy 1.2.2: The City shall assess new developments a proportionate share of costs to provide improvements to public facilities in order to meet the needs of the development.

Policy 1.2.3: The City shall replace capital facilities that have been destroyed. This shall be accomplished in a manner that is in compliance with the Comprehensive Plan.

OBJECTIVE 1.3: **CONSTRUCTION, IMPROVEMENT, OR REPLACEMENT OF PUBLIC FACILITIES SHALL BE PROVIDED AT A LEVEL THAT MAINTAINS LEVEL OF SERVICE STANDARDS AS ADOPTED IN THE COMPREHENSIVE PLAN. FACILITIES NECESSARY TO MAINTAIN THE LEVEL OF SERVICE STANDARDS WILL BE INCLUDED IN ANNUAL UPDATES OF THE 5-YEAR CAPITAL IMPROVEMENTS PLAN.**

Policy 1.3.1: The City shall evaluate impacts resulting from new developments to ensure that adequate facilities are either in place or planned so that levels of service standards are maintained.

Policy 1.3.2: Land use decisions that impact the provision of public services or facilities shall be based upon the City's capability to maintain adequate service levels as described in the elements of the Comprehensive Plan.

Policy 1.3.3: The City shall provide public facilities and services to serve developments for which development orders were issued prior to adoption of the City's Comprehensive Plan. The ability of facilities to serve new development at levels of service at or above adopted levels shall be established prior to issuance of a development order or permit.

Policy 1.3.4: The City shall ensure that developments that benefit from the extension or provision of services or facilities shall pay a proportionate share of the provision of such service or facility, or make contributions to the City to offset the cost of that service or facility.

Policy 1.3.5: The assessment of needed capital improvements shall be based on the level of service standards adopted in the Comprehensive Plan. These level of service standards include:

<i>Facility</i>	<i>Level of Service</i>
Traffic Circulation (Principal arterials)	C (Or LOS Standard set by the Florida DOT for SIS Facilities)*
Traffic Circulation (Minor arterials)	D*
Traffic Circulation (Collectors)	D*
Traffic Circulation (Local Roads)	D*
Sanitary Sewer (Wastewater)	170 gallons of treatment per person per day*
Drainage (Stormwater management)	Stormwater facilities for new development shall be designed to accommodate the 25-year 24-hour storm event* Stormwater facilities for existing development shall be designed to accommodate a 3-year, 24-hour storm event*
Solid Waste	Disposal of 4.28 pounds per person per day*
Potable Water	Residential: 138 gallons per person per day.**
Park and Recreation	Minimum of 5.5 acres per 1,000 population
Public School Facilities	100% FISH Permanent Capacity; 25% FISH Permanent Capacity Portables

*Level of service standards as adopted in the City's Comprehensive Plan

**Level of service standards as adopted in the City's Water Supply Plan

Policy 1.3.6: The City shall not allow exceptions for developments of de minimis impact.

OBJECTIVE 1.4: **FUNDING MECHANISMS NECESSARY TO MEET THE FACILITIES REQUIREMENTS OF THE COMPREHENSIVE PLAN SHALL BE ADOPTED AND MAINTAINED.**

Policy 1.4.1: In order to adequately maintain adopted level of service standards, the City shall maintain an effective and appropriate schedule of user charges and shall employ other appropriate means to properly collect necessary funds including, but not limited to, developer contributions as detailed in developer agreements, proportionate share dollars, and impact fees if applicable.

OBJECTIVE 1.5: **LAND USE DECISIONS AND AVAILABLE RESOURCES WILL BE COORDINATED WITHIN THE 5-YEAR CAPITAL IMPROVEMENTS PLAN. THE PLAN WILL BE ADOPTED ANNUALLY.**

Policy 1.5.1: The City shall review changes to the land use plan for consistency with the 5-Year Capital Improvements Plan.

2.0 EXISTING CONDITIONS

This section summarizes the characteristics of existing public facilities and services as presented in the various elements, which comprise this Comprehensive Plan.

2.1 Characteristics of Major Public Facilities

2.1.1: Public Education Facilities

The City is served by six County public schools, one within the City limits. They are as follows:

- 1) North Wauchula Elementary School
1120 North Florida Avenue
- 2) Wauchula Elementary School
400 South Florida Avenue
- 3) Hardee Junior High School
2401 US Highway 17 North
- 4) Hardee Senior High School
830 Altman Road
- 5) Pioneer Career Academy
2630 Academy Drive
- 6) Hilltop Elementary
2401 U.S. Highway 17 North

Pioneer Career Academy is located in the City of Zolfo Springs, but is a Hardee County Public School and serves the students of Wauchula. The Academy is an alternative school serving Junior High and High School students.

In order to provide the best educational opportunities for the City's children, the City will coordinate future development with the School Board to ensure that new and existing schools are suited to the population and enrollment. Sites selected must assure proper location on suitable land with acceptable proximity and access to residential areas, parks, and other land uses as applicable.

2.1.2 Public Health Facilities

There are two major health care facilities within the City limits. They are Hardee County Health Department located at 115 K D Revell Road and Florida Hospital Heartland Division located at 533 W. Carlton Street.

2.1.3 Traffic Circulation

The City is located on a major North-South route in Hardee County. U.S. 17 is a principal arterial which is the primary route between Hardee, Polk, and Desoto Counties. S.R. 636 is a minor arterial

within the City. The City street system is a grid of streets classified as local roads that run in and around downtown and through the neighborhoods in the City.

The Wauchula Municipal Airport is located three miles southwest of the City, and is operated by the Wauchula Municipal Airport Authority as an agency of the City. The airport provides facilities for flight training, aircraft repair, aircraft storage, and fueling.

2.1.4 Sanitary Sewer (Wastewater) Facilities

The City's sanitary sewer system consists of collection, treatment, and disposal facilities. The treatment plant has a capacity of 1.2 million gallons per day. Treatment and disposal are accomplished utilizing secondary wastewater treatment and industrial reuse. No portions of the City are served by septic systems.

2.1.5 Potable Water Facilities

The City's potable water supply system consists of water supply wells and elevated and ground storage facilities.

The City's sources of water are four deep wells located at the water plant and a fifth deep well located at the southwest corner of the intersection of Oak Street and 3rd Avenue. Current demands for potable water are estimated to be 740,000 gallons per day. The City's permitted capacity is 2.16 million gallons per day.

The City's water facilities are designed to provide treatment consisting of aeration and chlorination. Storage facilities consist of two ground level tanks (250,000 gallons each) and two elevated storage tanks (100,000 gallons and 250,000 gallons).

2.1.6 Stormwater Drainage Facilities

Stormwater in the City naturally drains into the Peace River. The drainage system consists of curbs, gutters, and underground storm drains.

2.1.7 Solid Waste Collection Facilities

The City provides solid waste collection services for City residents.

2.1.8 Recreation/Parks and Open Space Facilities

Publicly provided recreation facilities consist primarily of the park and recreation areas owned and maintained by the City. These areas are provided in the table below:

Facility	Size
Seminole Park	1.19 acres
Little League Ball Park	15.00 acres
Crews Park	1.70 acres
Main St Heritage Park	0.51 acres
Oak St Park	2.49 acres

Green St Park		1.02 acres
Peace River Park		155.00 acres

These public parks and recreation areas offer a wide range of facilities that include: picnic areas, primitive camping areas, walking trails, playgrounds, boat/canoe ramps, tennis courts, baseball fields, and skate ramps and rails.

2.2 Levels of Service Provided by Major Public Facilities

This section summarizes results of the analyses of public facilities and services that were performed in the elements of the Comprehensive Plan. This information provides the basis for requirements and priorities of the City to ensure that its goals, objectives, and policies, and its level of service standards are reached and maintained.

2.2.1 Traffic Circulation

No problems were identified regarding traffic circulation within the City. The City currently meets or exceeds level of service standards on all City roads.

Although no public transportation is available in the City, the Coordinated Community Transportation System is available.

The City is committed to ensuring its ability to meet the needs of its residents and as such, has included various street paving and landscaping of its traffic corridors in its 5-Year Capital Improvement Plan.

2.2.2 Sanitary Sewer (Wastewater) Facilities

There are no problems at present regarding the capacity of the City's sanitary sewer facilities to collect, treat, and dispose of the wastewater it generates.

2.2.3 Potable Water Facilities

There are no problems associated with the City's potable water facilities.

2.2.4 Stormwater Drainage Facilities

There are currently no problems identified with the City's stormwater drainage facilities.

2.2.5 Solid Waste Collection Facilities

There are currently no problems associated with the City's solid waste services.

2.2.6 Recreation/Parks and Open Space

The City contains 176.91 acres of Open Space and Parks, which exceeds the adopted level of service.

2.3 Local Policies and Practices

The City analyzes its capital improvements needs every year as a part of its annual budgeting process. A City-wide Capital Improvements Plan is developed based on the need to expand or rehabilitate city services and facilities as well as the city's ability to financially support the projects. A 5-Year capital outlay schedule is used to provide long-term direction and coordination.

Level of service standards are adopted in the Comprehensive Plan to provide additional guidance in the determination of the need for and timing of capital improvements. The level of service standards may affect the timing and location of development or redevelopment if there is a delay in the provision of necessary facilities and services.

2.4 Need for, and Timing of Capital Improvements

Capital improvements needs that have been identified are listed in the Capital Improvement Program. The listing of capital improvements indicates type of improvement, cost of the project, revenue sources to fund the project, as well as whether need for the project was identified through the Comprehensive Plan.

The capital improvements identified are designed to support efficient land use in the City as presented in the Future Land Use Element, although most of the capital improvements are not necessarily related to future land development. Scheduled capital improvements are designed to address the needs of the current population as well as to respond to population growth.

2.5 Fiscal Implications of Existing Public Facility Deficiencies, Priorities of Need, and Costs of Mitigating Deficiencies

The City intends to finance its Capital Improvements Plan using retained earnings and future operating revenues in addition to state or federal funds, contributions from developers, or other private funding sources. The Capital Improvements Plan will not place an excessive burden on the City's revenue generation capabilities. The prioritization of the capital improvements is based on their relative importance to implementing the goals, objectives, and policies of the Comprehensive Plan. High priority improvements are to be funded earlier and lower priority improvements are to be funded in later years.

Capital improvement needs identified in each element of the Comprehensive Plan will be evaluated. If budget or other constraints exist, capital improvement needs identified in elements pertaining to public safety and welfare will be given priority over needs relating to local amenities, such as parks and recreation. The evaluation of capital improvements projects will include consideration of the following items: the elimination of public hazards and any existing capacity deficits; the impact on the City's budget; financial feasibility; the demands created by any development or redevelopment, including related location needs; and the plans of state agencies.

3.0 Analysis of Existing Conditions

3.1 Necessity for a Capital Improvements Plan to Provide Required Levels of Service

The Capital Improvements Plan presented in this element is not necessary to provide required levels of service. The projects in the plan are designed to enhance the quality of the services provided for City residents. However, capital improvements are planned for future developments, in order to ensure that established levels of service are met at such time that developments occur.

3.2 City's Ability to Finance Capital Improvements

The City has budgeted monies sufficient to finance all projects listed in its Capital Improvements Plan. The City intends to finance all projects using current fund balances or future operating revenues in addition to state or federal funds and developer contributions. The City will also be fiscally responsible in using debt capacity to complete its improvement program.

4.0 Capital Improvements Schedule

This Capital Improvements Plan is primarily composed of projects that will enhance the quality of the services provided to City residents, rather than correct deficiencies in the levels of service. Currently, the City is meeting all specified levels of service in this Comprehensive Plan. All capital improvements are consistent with the City's Comprehensive Plan and are intended to meet the current and future needs of the City.

This Capital Improvements Element of the City's Comprehensive Plan is further intended to demonstrate the feasibility and sufficiency of the Capital Improvement Plan. The capital improvements in the 5-Year Capital Improvement Plan are based on each element of the Plan and are therefore scheduled to meet the growth projected by the City and support the goals, objectives, and policies of this plan.

The City will implement the provisions in this Element by adoption of the goals, objectives, and policies and by execution of the Capital Improvements Plan contained herein.

5.0 Consistency with Comprehensive Plan

The City will ensure all applicable sub-elements of its Comprehensive Plan are updated to provide for consistency throughout, based on the Capital Improvements Element.

CIP TABLE

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
10th Avenue Pedestrian, Roadway and Drainage Improvements	Infrastructure	Roads	10th Avenue	FDOT	\$2,570,630.00	2024-2025
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2024-2025
Advanced Metering Infrastructure (AMI) Design and Installation	Infrastructure	Meter Reader	City-Wide	DEP	\$4,750,000.00	2024-2025
Airport T-Hangars- Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$2,500,000.00	2024-2025
Alabama Street Roadway Improvements	Infrastructure	Roads	Alabama Street	FDOT	\$359,888.00	2024-2025
Auditorium Improvements- Ceiling and Backstage	Facility	Historic City Hall	225 E Main St	CRA	\$500,000.00	2024-2025
Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Court Street Roadway Improvements	Infrastructure	Roads	Court Street	FDOT	\$184,223.00	2024-2025
Diana Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	CRA	\$632,542.00	2024-2025
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	Legislative Appropriations	\$2,867,458.00	2024-2025
Garden Club Roof	Facility	Buildings	131 N. 8th Ave	General Fund	\$15,000.00	2024-2025
Hanchey Road Reconductoring (Engineering and Construction)	Infrastructure	Electric	Hanchey Road	Utility Fund	\$100,000.00	2024-2025
Heard Bridge Water Line Loop Design	Infrastructure	Water	Heard Bridge	EDA	\$170,000.00	2024-2025
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	\$1,050,000.00	2024-2025
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	\$40,000.00	2024-2025
Liftstation Lining- Hardee Manor, Briarwood	Infrastructure	WWTP	City-Wide	Utility Fund	\$12,000.00	2024-2025
New Terminal/Pilots Lounge- Design & Construction	Facility	Airport	Wauchula Airport	Appropriation	\$500,000.00	2024-2025
Paving - Melendy Street	Infrastructure	Roads	Melendy Street	FDOT	\$899,923.00	2024-2025
Replace Sewer between Knollwood Circle and Farr Field	Infrastructure	Sewer	Knollwood - Farr Field	Utility Fund-Reserves	\$345,000.00	2024-2025
Riverview Heights Water Line Loop Design	Infrastructure	Water	Riverview	EDA	\$195,000.00	2024-2025
Road Improvements- Oak, Bay, & Palmetto	Infrastructure	Roads	City-Wide	HUD	\$2,000,000.00	2024-2025

Runway Extension Study, Design & Construction	Infrastructure	Airport	Wauchula Airport	FDOT	\$9,850,000.00	2024-2025
Sewer Manhole Lining	Infrastructure	Sewer	City-Wide	Utility Fund	\$30,000.00	2024-2025
South Florida Avenue Water & Wastewater Extension	Infrastructure	Water/Sewer	S. FL Ave	EDA	\$200,000.00	2024-2025
Southwest Area Elevated Water Tower with Transmission Lines	Infrastructure	Water	Southwest	Appropriation	\$8,212,789.00	2024-2025
Street Sign Replacement	Infrastructure	Roads	City Wide	General Fund	\$8,500.00	2024-2025
Substation Spare Breaker & Relay	Infrastructure	Electric	111 E Bay Street	Utility Fund	\$51,000.00	2024-2025
Tennessee Street Roadway Improvements	Infrastructure	Roads	Tennessee Street	FDOT	\$405,509.00	2024-2025
Turner Avenue Roadway Improvements	Infrastructure	Roads	Turner Avenue	FDOT	\$441,323.00	2024-2025
Underground Reconductoring at Valencia	Infrastructure	Electric	City-Wide	Utility Fund	\$30,000.00	2024-2025
Hogan Street Extension	Infrastructure	Roads	Hogan Street	Rural Infrastructure Grant	\$441,125.00	2024-2025
Abandon Sewer Behind Stadium- Reroute to Orange Ave	Infrastructure	Sewer	Wildcat Way - Orange Ave	SRF	\$743,000.00	2025-2026
Additional Covered Storage	Facility	Warehouse	1108 E Main St	Utility Fund	\$20,000.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	Airport Fund	\$7,200.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FDOT	\$28,800.00	2025-2026
Airport Master Plan Update	Research and Development	Airport	Wauchula Airport	FAA	\$324,000.00	2025-2026
Auditorium Improvements- Fire Protection & ADA	Facility	Historic City Hall	225 E Main St	Legislative Appropriation	\$1,000,000.00	2025-2026
Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2025-2026
Clay Pipe Lining (or replacement)	Infrastructure	Sewer	City-Wide	Utility Fund	\$40,000.00	2025-2026
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$5,000.00	2025-2026
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FDOT	\$5,000.00	2025-2026
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FAA	\$90,000.00	2025-2026
Downing Circle Mill and Repave	Infrastructure	Roads	Downing Circle	General Fund	TBD	2025-2026
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	\$10,000.00	2025-2026
Heard Bridge Water Line Loop Construction	Infrastructure	Water	Heard Bridge	TBD	\$1,314,000.00	2025-2026
Hidden Creek Street Lights	Infrastructure	Roads	Hidden Creek	General Fund	TBD	2025-2026
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	\$180,000.00	2025-2026

LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	\$30,000.00	2025-2026
Liftstation Lining- Stenstrom, Garden Drive	Infrastructure	WWTP	City-Wide	Utility Fund	\$12,500.00	2025-2026
Linecrew Office Building	Facility	Electric	1108 E Main St	Utility Fund	\$3,000,000.00	2025-2026
New Flooring in City Admin (Carpet 1/2 of Building)	Facility	Flooring	126 S 7th Avenue	General Fund	\$20,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	Airport Fund	\$70,000.00	2025-2026
Obstruction Removal Trees	Infrastructure	Airport	Wauchula Airport	FAA	\$280,000.00	2025-2026
Pavement Management Plan	Research and Development	Roads	City Wide	General Fund	\$75,000.00	2025-2026
Paving/Parking at Warehouse	Facility	Parking Lot	1108 E Main St	Utility Fund	\$100,000.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	General Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Utility Fund	\$15,350.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Sanitation Fund	\$15,375.00	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	FDEM-HMGP	\$184,300.00	2025-2026
Replace Sewer Line on Walton	Infrastructure	Sewer	Walton	Utility Fund	\$350,000.00	2025-2026
Resurface South Admin Parking Lot	Infrastructure	Parking Lot	126 S 7th Avenue	General Fund	\$100,000.00	2025-2026
Riverview Heights Water Line Loop Construction	Infrastructure	Water	Riverview	TBD	\$2,305,000.00	2025-2026
S. 7th Avenue Sidewalk	Infrastructure	Roads	7th Ave - Bay to Melendy	CRA	\$54,000.00	2025-2026
S. 8th Avenue Sidewalk	Infrastructure	Roads	8th Ave- Orange to Melendy	CRA	\$61,000.00	2025-2026
Sewer Manhole Lining	Infrastructure	Sewer	City-Wide	Utility Fund	\$30,000.00	2025-2026
Stormwater Master Plan Update	Research and Development	Roads	CRA- Wide	CRA	\$75,000.00	2025-2026
Street Sign Replacement	Infrastructure	Roads	City Wide	General Fund	\$10,000.00	2025-2026
Substation Testing	Infrastructure	Electric	Substation	Utility Fund	\$40,000.00	2025-2026
Water Facilities Plan Update	Research and Development	Water	City Wide	Utility Fund	\$75,000.00	2025-2026
Abandon Sewer Behind Oak Forest- Reroute to Sunset Park	Infrastructure	Sewer	Oak Forest - Sunset Park	SRF	\$300,000.00	2026-2027
Bay Street Sidewalk- 500 Feet	Infrastructure	Roads	Bay Street	General Fund	\$7,500.00	2026-2027

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

The January PCA should be \$0.0055, an increase from the prior month. The tax-exempt portion should be \$0.030, an increase from the prior month.

RESOLUTION 2025-02

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WAUCHULA, FLORIDA, TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE ON A PORTION OF NORTHBOUND AND SOUTHBOUND S.R. 35/US HIGHWAY 17 FROM WILL DUKE ROAD TO KD REVELL ROAD AND EASTBOUND AND WESTBOUND S.R. 636 FROM S.R. 35 TO COUNTY ROAD GRIFFIN STREET WITHIN THE CITY LIMITS OF WAUCHULA

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the FDOT, proposes to compensate the agencies for maintenance and operation of lighting on the State Highway System, hereinafter referred to as the Project; and

WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for the City of Wauchula hereinafter referred to as the Agency, to execute and deliver to the FDOT the agreement identified as State Highway Lighting, Maintenance, and Compensation Agreement, hereinafter referred to as the "Agreement,"

WHEREAS, the Florida Department of Transportation has prepared a MAINTENANCE AGREEMENT NO. BEI35, FM NO. 432650-1-78-05 outlining the maintenance services the City shall provide and the costs to be paid by the Department for said services.

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

1. The City of Wauchula hereby approves and agrees to enter into the Maintenance Agreement with the State of Florida Department of Transportation, a copy of which is attached hereto and made a part hereof providing for those maintenance activities on portions of State Road 35 and State Road 636 within the City Limits.

2. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

A certified copy of this Resolution will be forwarded to the FDOT along with the executed Agreement. This Resolution shall be effective immediately upon passage.

IN WITNESS WHEREOF, the City of Wauchula, Florida, has duly adopted this Resolution and caused it to be executed. The Resolution was introduced and passed by the Agency on the 10th day of February, 2025.

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Kristie Hatcher-Bolin, City Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT**

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF WAUCHULA** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to be performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

Three (3) quarterly lump sum payments will be made in the amount of Six Thousand Six Hundred Eighty-Two Dollars and Forty-Four Cents (\$6,682.44).

One (1) quarterly lump sum payment will be made in the amount of Six Thousand Six Hundred Eighty-Two Dollars and Forty-Two Cents (\$6,682.42).

The total annual contract/expenditure amount is Twenty-Six Thousand Seven Hundred Twenty-Nine Dollars and Seventy-Four Cents (\$26,729.74) unless the contract is amended.

The total contract amount, unless amended, for all three (3) years is Eighty Thousand One Hundred Eighty-Nine Dollars and Twenty-Two Cents (\$80,189.22).

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT**'s invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT**'S Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.
10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.
11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of **DEPARTMENT**, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time

the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.

2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown

ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, the **CITY OF WAUCHULA** has caused this Agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____.
FDOT to enter effective date.

WAUCHULA, FLORIDA

ATTEST:

_____ CLERK NAME	_____ SIGNATURE
_____ (SEAL)	_____ TITLE
_____ DATE	_____ PRINT NAME
_____ LEGAL REVIEW:	_____ DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



_____ DISTRICT MAINTENANCE ENGINEER	_____ DISTRICT ONE SECRETARY OR DESIGNEE
_____ Amarilys Alfonso-Perez, P.E. PRINT NAME	_____ John Kubler, P.E. PRINT NAME
_____ DATE	_____ DATE
_____ LEGAL REVIEW:	_____ AVAILABILITY OF FUNDS APPROVAL:
_____ DATE	_____ 1/17/2025

ATTACHMENT "A"
LOCATIONS AND PRICES FOR CITY OF WAUCHULA

Location: 1

Section: 06010101 **Mile Post:** 1.230 - 3.460
State Road: NB, SR 35 from Will Duke Road to KD Revell Road

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Slope Mowing	2.1	Acres	6	\$80.00	\$1,008.00
Small Machine Mowing	7.24	Acres	11	\$55.00	\$4,380.20
Manual Weed Control	0.152	Acres	3	\$295.17	\$134.60
Litter Removal	9.495	Acres	14	\$9.75	\$1,296.07
Edging and Sweeping	11.8	Miles	6	\$83.00	\$5,876.40

Location: 2

Section: 060101102 **Mile Post:** 0.000 - 3.075
State Road:

SB, SR 35 from KD Revell Road to Will Duke Road

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Slope Mowing	2.4	Acres	6	\$80.00	\$1,152.00
Small Machine Mowing	1	Acres	11	\$55.00	\$605.00
Litter Removal	3.4	Acres	14	\$9.75	\$464.10
Edging and Sweeping	15.16	Miles	6	\$83.00	\$7,549.68

Location: 3

Section: 06030000 **Mile Post:** 0.000 - 0.0654
State Road:

EB and NB, SR 636 from SR 35 to County Road Griffin Street

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Slope Mowing	0.3	Acres	6	\$80.00	\$144.00
Small Machine Mowing	3.6	Acres	11	\$55.00	\$2,178.00
Litter Removal	3.9	Acres	14	\$9.75	\$532.35
Edging and Sweeping	2.83	Miles	6	\$83.00	\$1,409.34

SUMMARY			
Activity	Quantity	Units Cost	Cycles
Slope Mowing	4.8	\$80.00	6
Small Machine Mowing	11.84	\$55.00	11
Manual Weed Control	0.152	\$295.17	3
Litter Removal	16.795	\$9.75	14
Edging	29.79	\$83.00	6

Total Annual Cost	\$26,729.74
Three Quarterly Payments	\$6,682.44
One Quarterly Payment	\$6,682.42

Attachment "B"
SPECIFICATIONS

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV 10-17-16) (FA 10-24-16) (FY 2024-25)

ARTICLE 3-9 is expanded by the following:

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

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway Avenue
Bartow, FL 33830

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

102-2 Materials.

Meet the following requirements:

Bituminous Adhesive.....	Section 970J\$
Temporary Raised Pavement Markers.....	Section 990
Paint.....	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

102-5 Traffic Control.

102-5.1 Standards: FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with “next phase of operation” vehicle pedestrian paths as described above, before opening to vehicle traffic or use

by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility

location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$5.00 per 10 feet, per day, per bridge, for single

lane; and \$10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian Special Detour: A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.

Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL: <https://fdotwww.blob.core.windows.net/sitefinity/docs/default->

source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2

2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS)

Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:

- a. The company's owners, stockholders, and officers.
- b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.
- c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 1029.1 with its own forces.
- d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.
- e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

- work performed,
1. Project name and number and a brief description of CDS
 3. Beginning and ending date of CDS project activities,
 4. Location of project (city, state),
 5. Monetary amount of CDS work on project,
 6. Owner of project, contact person and phone number
- with area code,
7. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings.

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.5 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar. Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs

requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.6 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.6.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or

a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.7 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.8 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.9 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.10 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.11 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities

and may be substituted for Type B arrow boards on any speed facility.

102-9.12 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.13 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.14 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.15 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,

2. Temporary portable traffic signals as shown in the Plans,

3. Adding or shifting signal heads,

4. Trouble calls,

5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.16 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three

detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.18 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.19 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.20 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than $300 \text{ mcd/lx} \cdot \text{m}^2$ for white and contrast markings and not less than $250 \text{ mcd/lx} \cdot \text{m}^2$ for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than $5 \text{ mcd/lx} \cdot \text{m}^2$. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than $150 \text{ mcd/lx} \cdot \text{m}^2$.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the

Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.

102-11.8 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

102-11.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

102-11.11 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions: No separate payment will be made for the

concrete or asphalt pad.

102-11.12.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.15 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings: Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity

of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.

2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the

initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.9 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.10 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.11 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.12 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.13 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.14 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable

changeable message signs.

102-13.15 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.16 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.17 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.18 Temporary Traffic Detection and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way

Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Payment Items: Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 4-	Pedestrian Special Detour - lump sum.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 30-	Temporary Highway Lighting - lump sum.
Item No. 102- 60-	Work Zone Sign - per each per day.
Item No. 102- 61-	Business Sign - each.
Item No. 102- 62-	Barrier Mounted Work Zone Sign – per each per day
Item No. 102- 71-	Temporary Barrier - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 73-	Temporary Guardrail - per foot.
Item No. 102- 74-	Channelizing Devices
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.**(REV 1-27-23) (FY 2024-25)****SUBARTICLE 102-3.1 is deleted and the following substituted:**

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf?sfvrsn=343b4c97_10.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit “Each Day (ED)” and “Hour (HR)” will be defined as follows:

1. Time for “Each Day” will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. “Hour” rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.28 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.29 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.26 is deleted and the following substituted:

102-13.26 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following new Subarticles:

102-13.27 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.28 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

LITTER REMOVAL AND MOWING.**(REV 8-19-21) (FY 2024-25)****SECTION 107 is deleted and the following substituted:****107-1 Description.**

107.1.1 Litter Removal: Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

107-1.2 Mowing: Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

107-1.2.1 Large Machine Mowing: Provide large machine mowing in areas conducive to large machine mowing equipment with a 3 horizontal to 1 vertical or less slope.

107-1.2.2 Slope Mowing: Provide slope mowing on slopes with a greater or steeper than 3 horizontal to 1 vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

107-1.2.3 Intermediate Machine Mowing: Provide intermediate machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

107-1.2.4 Small Machine Mowing: Provide small machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

107-1.2.5 Manual Weed Control: For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

107-2 Frequency.

107-2.1 Litter Removal: The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately **14**.

Complete each litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle.

107-2.2 Mowing: The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within (to be determined by the engineer) calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)
Slope Mowing	<u>6</u> cycles (<u>N/A minimum</u> cycles)
Intermediate Machine Mowing	<u>N/A</u> cycles (<u>N/A minimum</u> cycles)
Small Machine Mowing	<u>11</u> cycles (<u>N/A minimum</u> cycles)
Mow Wildflower plots approximately	<u>N/A</u> times per year
Manual Weed Control	<u>3</u> cycles (<u>N/A minimum</u> cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

107-3 Equipment.

107-3.1 Litter Removal: Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

107-3.2 Mowing: Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4 inches to 12 inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer's inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

107-4 Method of Operation.

107-4.1 Litter Removal: Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

107-4.2 Mowing: Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a

subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

107-5 Disposal.

107-5.1 Litter Removal: During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

107.5.2 Mowing: In some areas it may be necessary to collect and remove grass clippings from the mowing operation, Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

107-6 Requirements.

107-6.1 Litter Removal: Perform litter removal in a manner that results in areas being free of litter and debris.

107-6.2 Mowing: Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. Mow grass and vegetation to a height of 4 inches plus or minus 1/2 inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

107-7 Method of Measurement.

107.7.1 Litter Removal: The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

107-7.2 Mowing: Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

107-8 Basis of Payment.

107-8.1 Litter Removal: Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

107-8.2 Mowing: Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and accepted.

Payment will be made under:

- Item No. E107 - 1-1 Litter Removal - per acre.
- Item No. E107 - 2-1 Large Machine Mowing - per acre
- Item No. E107 - 2-2 Slope Machine Mowing - per acre
- Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
- Item No. E107 - 2-4 Small Machine Mowing - per acre
- Item No. E107 - 2-5 Manual Weed Control

EDGING

(REV 7-12-19) (FY 2024-25)

The following new Section is added after Section 110:

**SECTION 110-32
EDGING**

110-32.1 Description.

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately 6 times per year. Complete each cycle within **(to be determined by the engineer)** calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) **(to be determined by the engineer)** be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 2- Edging - mile.

RESOLUTION NO. 2025-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR), ANTI-DISPLACEMENT AND RELOCATION POLICY; PROVIDING FOR THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wauchula (the "City") has resolved to prepare and submit a Rebuild Florida Hazard Mitigation Grant Match Program (HMGMP) application related to Hurricane Ian, providing services and benefits to City residents, and improving city services and infrastructure; and,

WHEREAS, the Florida Commerce Community Planning, Development and Services Office of Long-Term Resiliency (OLTR) requires, as a condition of Community Development Block Grant Disaster Recovery funding, that participating jurisdictions adopt an Anti-Displacement and Relocation policy relative to their participation in the Community Development Block Grant Disaster Recovery (CDBG-DR) program; and,

WHEREAS, the City intends not to displace or relocate qualified beneficiaries and will make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant Disaster Recovery (CDBG-DR) will not cause any unnecessary displacement or relocation; and,

WHEREAS, the City intends to apply for \$39,389.47 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the
City of Wauchula, Florida:

SECTION 1. RECITALS. The above recitals are true and correct and
incorporated herein by reference.

SECTION 2. ADOPTION. The City hereby adopts the Anti-Displacement
and Relocation Policy attached hereto as "Attachment A."

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective
immediately upon its adoption.

RESOLVED this 10th day of February, 2025.

CITY OF WAUCHULA

By: _____
Richard K. Nadaskay, Mayor

ATTEST WITH SEAL:

Stephanie Camacho, City Clerk

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

RESOLUTION 2025-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO EXECUTE THE PUBLIC TRANSPORTATION AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO: 452062-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wauchula believes it to be in the interest of the City to amend Public Transportation Grant Agreement (Project No: 452062-1-94-01) with the Florida Department of Transportation (FDOT) for the Wauchula Municipal Airport Runway 36 and Taxiway Alpha Extension / Expansion Project; and,

WHEREAS, the City Commission of the City of Wauchula, Florida, previously entered into an agreement with FDOT for the Wauchula Municipal Airport Runway 36 and Taxiway Alpha Extension / Expansion Project Study (Contract No. G2H44); and,

WHEREAS, the FDOT previously programmed up to \$350,000.00 to reimburse the City of Wauchula for the environmental, design, and construction of the Wauchula Municipal Airport Runway 36 and Taxiway Alpha Extension / Expansion Project; and

WHEREAS, the FDOT has programmed an additional sum up to \$100,000.00, bringing the revised total cost of the project to \$450,000.00, to reimburse the City of Wauchula for the environmental, design, and construction of the Wauchula Municipal Airport Runway 36 and Taxiway Alpha Extension / Expansion Project; and

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

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

1. **APPROVAL OF AGREEMENT: AUTHORIZATION AND DELEGATION TO EXECUTE AGREEMENT.** The City of Wauchula City Commission hereby approves of the execution of the amendment to the agreement and authorizes the City Manager to execute and enter into the State of Florida Department of Transportation Amendment to

the Public Transportation Grant Agreement and any subsequent amendments and other documents specifically related to said Agreement attached hereto as Exhibit “A”.

2. **EFFECTIVE DATE:** This Resolution shall take effect immediately upon adoption.

DULY PASSED, AND ADOPTED by the City Commission of the City of Wauchula, Florida, this 10th day of February, 2025, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Thomas A Cloud, Esquire
City Attorney

**GRANT AGREEMENT
BETWEEN THE
STATE OF FLORIDA
DEPARTMENT OF COMMERCE
AND
CITY OF WAUCHULA, FLORIDA**

THIS GRANT AGREEMENT NUMBER D0313 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the **City of Wauchula, Florida**, a unit of general local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

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

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement,” and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

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

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

A. AGREEMENT PERIOD

This Agreement is effective upon mutual execution of the Commerce grant agreement (the “Effective Date”) and will expire: (a) 24 months following the effective date (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **Four Hundred Forty-One Thousand, One Hundred Twenty-Five Dollars and Zero Cents (\$441,125.00)** in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under

this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either: (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>)

C. ELECTRONIC FUNDS TRANSFER

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

D. MODIFICATION

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

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes (“F.S.”). Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee.

Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. Records Compliance. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. Keeping and Providing Records. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. Audit Rights. Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of

Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

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

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

G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. Termination for Cause: Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities Upon Termination: If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may

acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

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

H. BUSINESS WITH PUBLIC ENTITIES

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

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

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

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

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in: (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may

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

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

L. INSURANCE

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

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

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

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

cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

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

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

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

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

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

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

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

information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

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

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property

purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

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

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

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

R. CONSTRUCTION AND INTERPRETATION

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

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

S. CONFLICT OF INTEREST

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

T. GRANTEE AS INDEPENDENT CONTRACTOR

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

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

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

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

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

V. NOTIFICATION OF INSTANCES OF FRAUD

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

W. NON-DISCRIMINATION

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

X. ASSIGNMENTS

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

Y. ENTIRE AGREEMENT; SEVERABILITY

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

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

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

exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

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

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.

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

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee’s Payee:	Grantee’s Agreement Manager:
City of Wauchula	Olivia Minshew, City Manager
126 S. 7 th Avenue	126 S. 7 th Avenue
Wauchula, FL 33873	Wauchula, FL 33873
Telephone: 863-773-3131	Telephone: 863-773-3131
Email: ominshew@cityofwachula.com	Email: ominshew@cityofwachula.com

Commerce’s Agreement Manager:
Alissa Fan
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: 850-717-8435
Email: Alissa.Fan@commerce.fl.gov

CC. NOTICES

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

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

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

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF WAUCHULA, FLORIDA

By _____
Signature
J. Alex Kelly

By _____
Signature
Richard “Keith” Nadaskay, Jr.

Title **Secretary**

Title **Mayor**

Date _____

Date _____

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

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

1. PROJECT DESCRIPTION:

Section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“RIF”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(b), F.S., provides that Commerce may award grants for up to 75 percent of the total infrastructure project cost, or up to 100 percent of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2) which is also located in a fiscally constrained county as defined in s. 218.67(1) or a rural area of opportunity as defined in s. 288.0656(2), in order to facilitate access to other infrastructure funding programs and local government or private infrastructure funding efforts that induce the location or expansion of specific job creating opportunities in rural communities.

The City of Wauchula (“Grantee”) will use funding for design and construction of the comprehensive expansion and resurfacing improvements on Hogan Street and connecting Highway 17 South and Highway 17 North.

2. GRANTEE’S RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

A. Engineering and Design Services

- a. Develop full design package(s), signed, and sealed by a Professional Engineer licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, and any other reports, documents, or information relevant to this project.
- b. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit related documentation for this project.
- c. Conduct Environmental Reviews or any other reviews as required by local, state, and/or federal law.

B. Construction

- a. Conduct any necessary site preparation and/or equipment mobilization.
- b. Construct street improvements according to the engineering design and specifications and permitting requirements.
- c. Replacement and/or repair of any utilities, landscaping, roadways, or any other improvements disturbed or damaged during project activity.

C. Construction Engineering and Inspection Services

- a. Perform construction engineering inspection (CEI) activities to include contractor coordination, review and approval of contractor submittals, review and approval of contractor pay requests, verification that construction is in accordance with project plans, specifications, and permits, and preparation of project contract closeout.

3. COMMERCE’S RESPONSIBILITIES:

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement;
- B. Perform Agreement management responsibilities as stated herein;
- C. Reply to reasonable inquiries pursuant to the Agreement;
- D. Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Engineering and Design Services		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide engineering and design services as identified in Section 2.A, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon completion of 25% design, 50% design, 75% design, 90% design, and 100% design completion of identified Survey, as well as Design and Engineering task listed in Section 2.A. of this Scope of Work as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1)Invoice package as defined in section 6 of this scope of work.</p> <p>2)Signed statement from and engineer certifying that the work for which reimbursement is sought is complete.</p> <p>3)Copy of right-of-way maps.</p> <p>4)Copy of final design and engineering plans.</p> <p>5)Copy of meeting minutes approving design and engineering plan specifications.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 10% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

	6) Copy of all permits related documentation for the project.	
Deliverable No. 1 Not to Exceed: \$70,000.00		
Deliverable No. 2 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide Construction activities as identified in Section 2.B, which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon 20%, 40%, 60%, 80%, and 100% completion of identified Construction task listed in Section 2.B. of this Scope of Work as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Invoice package as defined in section 6 of this scope of work.</p> <p>2) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.</p> <p>3) Provide at least five (5) before and after photos of the construction project.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 20% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
Deliverable No. 2 Not to Exceed: \$341,125.00		
Deliverable No. 3 – Construction Engineering and Inspection Services		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete construction engineering and inspection services in accordance with Section 2.C of this Scope of Work.	<p>Grantee may be allowed reimbursement upon 20%, 40%, 60%, 80% and 100% completion of identified tasks in accordance with Section 2.C of this Scope of Work, evidenced by submission to Florida Commerce's Agreement Manager of the following:</p> <p>1) Invoice package as defined in section 6 of this scope of work.</p>	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment.</p> <p>Commerce shall withhold 20% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

	2) Signed statement from a licensed engineer certifying that the work for which reimbursement is sought is complete.	
Deliverable No. 3 Not to Exceed: \$30,000.00		
TOTAL AWARD NOT TO EXCEED: \$441,125.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement,

Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 A copy of all supporting documentation for vendor payments;

6.2.5 A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

6.5 Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

6.6 If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

6.6.1 A county or municipality that is a rural community or rural area of opportunity as those terms are

defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

6.6.2 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

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

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance

received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. Commerce at each of the following addresses:

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

or

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

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

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room

401 111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

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

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

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

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

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EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: ***FLORIDA DEPARTMENT OF COMMERCE
CSFA: 40.042
REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
\$441,125.00***

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

1. ***ALL REQUIREMENTS OF THIS AGREEMENT.***
2. ***PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO
\$441,125.00.***

NOTE: List applicable compliance requirements

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

- Remainder of Page Intentionally Left Blank -

Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

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

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

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

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

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

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

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

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

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

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

**CITY OF WAUCHULA
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES**

RFQ CRA #25-01

The Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed statements of qualifications from professional engineering firms on or before 2:00 PM EST on **Tuesday, March 18, 2025** for professional engineering services to be performed for CRA projects.

The face of the sealed envelope must be clearly marked "**RFQ CRA #25-01, Professional Engineering Services for Wauchula CRA**". Statements received after the closing time will not be accepted.

Attached are important instructions and specifications regarding responses to this Request for Qualifications. Failure to follow these instructions could result in disqualification.

Questions regarding this proposal must be in writing and must be sent to Jessica Newman, CRA Director, email: jnewman@cityofwauchula.com. All questions must be received no later than 5:00 PM EST on Monday, March 10, 2025.

Prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Qualification with members of the CRA Board and the City of Wauchula City Commission, any employee of the City of Wauchula or the CRA, other than the CRA Director or as directed in the cover page of the Request for Qualifications. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Statements of Qualifications may be mailed, express mailed or hand delivered to:

**Wauchula Community Redevelopment Agency
Jessica Newman, CRA Director
107 E. Main Street
Wauchula, Florida 33873**

INTRODUCTION

The Wauchula Community Redevelopment Agency (CRA), a dependent special district of the City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services for engineering. The Description of Services is further and more specifically outlined in Exhibit 1.

The selection process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The selection committee will review the qualifications of all submitting firms. The CRA reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications. Only those judged to be qualified proposals would be further evaluated for possible short-listing. Those firms short-listed may be requested to make presentations to the selection committee. During the review process, and until the final selection has been made by the CRA Board, proposers are prohibited from meeting with or discussing a submittal with any member of the selection committee or the CRA Board.

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the CRA to select and negotiate Continuing Services Agreement with one (1) firm based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.

The Continuing Services Agreement will be for a term of three (3) years with the option of extending the Agreement for two (2) one (1) year terms on the same terms and conditions by giving the Consultant written notice not less than thirty (30) days prior to the expiration of the initial term.

During contract negotiations, the CRA will negotiate fee schedules in accordance with the City of Wauchula's Purchasing Procedures, with the goal of establishing standardized rates. The fee schedule may be adjusted after mutual written agreement usually beginning one year from the effective date of the agreement.

SCOPE OF SERVICES

All work must be performed in accordance with applicable Federal, State, and Local regulations.

The Contractor agrees to perform diverse engineering services for the CRA relating to various CRA projects. The Scope of Services is more specifically outlined in Exhibit 1.

The CRA shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of

this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The CRA, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.

EXPECTATIONS OF SELECTED FIRMS

The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the CRA will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

At any time during the construction of the improvements provided for by the plans or during any phase of work performed by others based on data secured by the consultant under the Agreement, the consultant shall confer with the CRA for the purpose of interpreting the information obtained and to correct any errors or omissions made by the consultant. The consultant shall prepare any plans or data required by the CRA to correct the consultant's errors and omissions. The above consultations, clarifications, or corrections shall be made without additional compensation to the consultant. The consultant shall give immediate attention to these changes so there will be minimum delay to others.

The consultant shall endorse and provide in electronic format as requested all reports, calculations, contract plans and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Florida State Board of Registration for Professional Engineers, Land Surveyors, or other professionals as required being in the full employment of the consultant and responsible for the work prescribed.

When a scope of work is requested for the formulation of a Task Assignment (TA), under a Consulting Services Agreement (CSA), the consultant will submit the proposed scope of work within 10 working days from the request. The proposal will include tasks to be completed with associated costs and an overall schedule with sufficient detail to define major milestones. An approved TA with signatures from both the CRA and consultant will serve as a Notice to Proceed. From time to time the scope of work may require more detail with regards to scheduling and timelines. When such detail is requested by the CRA, the consultant will be responsible for the preparation of a project design schedule, utilizing a commercial off the shelf software, such as Microsoft Project, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. The schedule will include a Gantt Chart identifying the critical path, progress of the work and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within 10 working days of the signed TA. The schedules will be used to verify consultant's performance in relationship to the fees claimed and to allow the CRA staff to monitor the consultant's efforts. The billing of all services will include a progress update report, a schedule showing current percent complete by task, and a detailed invoice showing billings per task outlined in the approved scope of work or assignment in the TA.

If a change of scope for a project is deemed necessary or is requested by the CRA for a service that could not be defined sufficiently at the time of the execution of a TA, the consultant shall notify the CRA Director within 10 working days of the effects of and cost for the proposed change. The consultant will not proceed with work on the proposed change until it receives written approval from the CRA Director and the parties execute a written Change Order setting forth in detail the changes in the scope of the project and the associated effects and cost of the change.

In addition to the progress updates to be submitted with the invoice, each consultant will meet with CRA staff on a quarterly basis or as requested by CRA to provide a briefing and progress report of all work assignments in a presentation style update. The presentation shall be electronically transmitted to the CRA.

Deliverables prepared by the consultant will be defined in each assignment. Full and half size drawings will be required on all assignments along with electronic versions.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. A page can be either single or double sided. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

1. Brief overview of the firm's history and organization that includes the name of the firm's contact person, address, telephone, fax number and email address. (Limit response to one page)
2. Provide documentation supporting the specialized qualifications of staff in the field of engineering. Qualifications should highlight experience with regulatory agencies, permitting and governing regulations and their locations. The proposal shall list key individuals who will be used on the contract. Provide the Florida registration numbers of professional personnel. Show an organizational chart of the team highlighting the key individuals who will work on the contract. Provide a matrix showing the capabilities listed above versus each proposed team member indicating their personal experience. (Limit response to one page for the organizational chart and one page for the capabilities matrix)
3. The key staff presented in the consultant's response shall be the staff utilized throughout the duration of this agreement. The consultant will demonstrate each key staff's availability and location to respond to the needs of the project. Also identify additional staff members and locations that can be utilized to expedite a deliverable if required. (Limit response to one page per person)
4. Experience on Similar Contracts: The proposal shall describe the consultant's experience in providing similar services to municipalities. Provide a minimum of five (5) examples of the consultant's recent relevant experience, within the past five (5) years, with client references including name, title, phone number, and email address. Specifics should be given to demonstrate successful performance on those contracts and the firm's,

or team's, understanding of the requirements and timely completion of those projects. (Limit response to one page per project)

5. Provide a short narrative project approach outlining how you propose to manage projects in order to meet schedule and budget requirements. Describe the firm's ability to work with City of Wauchula staff, familiarity with City of Wauchula programs and local regulatory agencies. Demonstrate the firm's knowledge of the County's and/or City's GIS system, the state plane coordinate system in Hardee County, County's permitting process, as well as local regulatory agencies.

Relative to the scope of services for the project, describe the specific ability of the firm. Include any innovative approaches to providing the services. Briefly describe firm's quality assurance/quality control program. **(Limit response to four pages maximum)**

6. Provide identification and address of any subconsultants that will be involved, including a description of qualifications and their specific duties on the projects with the CRA. (Limit response to one page maximum per subconsultant)

7. Provide documentation of the firm's certified W/MBE status, if applicable; identify minority firm participation as subconsultants; and submit the subconsultant's certification, explain how the firm will encourage minority participation in the projects. (Limit response to one page maximum)

SELECTION AND EVALUATION PROCEDURES

A Professional Services Selection Committee (PSSC) will review the proposals received. The evaluation criteria listed below will be utilized to rank the firms and to short-list the consultants. Interviews with the firms short-listed may then be scheduled with the PSSC for final ranking and recommendation to the CRA Board. The CRA shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The CRA's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following (Maximum 85 points):

- Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Qualifications. (Maximum 25 points) Corresponds to submittals No. 1, No. 2, and No. 3.
- Reference comments on the consulting firm (Maximum 10 points) Corresponds to submittal No. 4.
- Ability to complete projects in a timely manner. (Maximum 5 points) Corresponds to submittal No. 4.

- Appropriate team member and experience. (Maximum 10 points) Corresponds to submittal Nos. 3, 5, and 6.
- Certified minority firm or extent of certified minority firm participation as subconsultants. (Maximum 5 points) Corresponds to submittal No. 7
- CRA and/or City evaluation rating for past projects with the City and/or CRA. (Maximum 20 points) Corresponds to submittal No. 5.
- Location of key personnel –
 - Firms located in Hardee County (Maximum 10 points)
 - Firms located in contiguous counties (Maximum 8 points)
 - All other firms (Maximum 2 points)Corresponds to submittal No. 3

RESPONSE

Interested parties are invited to submit one (1) original marked "ORIGINAL" and four (4) copies marked "COPY" of their proposal in a sealed envelope to the CRA Director. The envelope should be labeled "**RFQ CRA #25-01, Professional Engineering Services**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

Wauchula Community Redevelopment Agency
Jessica Newman, CRA Director
107 E. Main Street
Wauchula, Florida 33873

The Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed proposals only at the above address on or before 2:00 PM EST on **Tuesday, March 18, 2025**. Statements received after the closing time will not be accepted.

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the CRA Director or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Qualifications, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualifications with the CRA Board, and any employee of the City of Wauchula, other than the CRA Director as directed in the cover page of the Request for Qualifications. This prohibition begins with the issuance of any Request for Qualifications and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

Before any work commences, the selected firm, if any, shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below, and shall provide to the CRA Director original Certificates of Insurance satisfactory to the CRA to evidence such coverage. As the Wauchula Community Redevelopment Agency is a dependent special district of the City of Wauchula, the City of Wauchula shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation policy shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the CRA. The CRA requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the CRA may, at its option and on notice to the firm, suspend the project for cause until there is full compliance. Alternatively, the CRA may purchase such insurance at the firm's expense, provided that the CRA shall have no obligation to do so and if the CRA shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or breach by CONSULTANT of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The CRA, as a dependent special district of the City of Wauchula, is an equal opportunity/affirmative action employer. The CRA is committed to equal opportunity employment effort; and expects firms that do business with the CRA to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The CRA hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the CRA and will not be subject to discrimination on the basis of race, color, sex or national origin.

DEVELOPMENT COSTS

Neither the CRA nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

APPLICABLE LAWS AND COURTS

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

CONTRACTUAL MATTERS

A copy of the Continuing Services Agreement to be entered into with the successful proposer(s) is included with this RFQ as Exhibit 2.

All contracts are subject to final approval of the CRA Board. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

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

E-VERIFY

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees, as more specifically set forth in the Continuing Services Agreement included with this RFQ.

LIMITATIONS

This request does not commit the CRA to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFQ. The CRA reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

EXHIBIT 1

DESCRIPTION OF SERVICES

Professional engineering services may be assigned but not limited to any of the following areas:

- Property, Boundary, Easements, R/W, Topographic and Utility surveys.
- Paving and Drainage Improvements
- Stormwater Management Design
- FDOT Roadway and Enhancement Project Design
- Traffic Engineering
- Special Services such as Feasibility Studies and Planning
- Construction Contract Administration
- Construction Engineering and Inspection
- Site Plan Review
- Public works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Parking lot design and engineering
- Other miscellaneous professional services that the CRA may desire

EXHIBIT 2
CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, between The Wauchula Community Redevelopment Agency, a dependent special district of the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and _____ a _____ corporation, headquartered at _____ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____:

WHEREAS, CRA requires certain professional engineering services in connection with the planning and construction of certain projects; and

WHEREAS, CRA has solicited these services in RFQ CRA #25-01, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the CRA is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the CRA has not given preference to any vendor based on the vendor's social, political, or ideological interests;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

- 1.1 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager (the "Effective Date").
- 1.2 The term of this Agreement shall be for a three (3) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.
- 1.3 The CRA shall have the option of extending the Agreement for two (2) additional one (1) year terms, as approved by the CRA Board, on the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.
- 1.4 The CRA Board will approve and execute each extension or terminate the agreement at the end of any given term.

2.0 Services to Be Performed by CONSULTANT

- 2.1 CONSULTANT shall perform the services as generally described in the Scope of Work attached as Exhibit "A" to this Agreement, and as may be further specifically designated and authorized by the CRA, in writing. Such authorization will be referred to as a Task Assignment ("TA") and all provisions of this Agreement shall apply, with full force and effect, to any and all TAs as if appearing in full within each TA. Each TA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon complete execution.
- 2.2 The CONSULTANT is not authorized to undertake any project without a duly executed TA.
- 2.3 When the CONSULTANT and the CRA enter into a TA where the term of the TA expires on a date that is later than the date that the Continuing Services Agreement (CSA) expires, the CONSULTANT and the CRA agree that the terms of the CSA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the TA have been performed. Cancellation by the CRA of any remaining work prior to the full completion of the requirements of the TA shall cause the terms of the CSA to terminate at the same time. This provision only applies when the expiration of the TA extends beyond the expiration of the CSA. It does not apply when a TA expires or is cancelled prior to the expiration of the CSA.

3.0 Compensation

3.1 General

- 3.1.1 CRA shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Continuing Services Agreement, after mutual written agreement of the parties, annually beginning one year from the effective date of the agreement. The CRA Director and the City Manager will approve and execute any fee schedule amendment. Such amendment shall operate prospectively only and shall not alter fee schedules for TAs in effect at the time of the amendment.
- 3.1.3 Compensation may be negotiated as a not to exceed price on a per-project basis, on each individual TA.
- 3.1.4 Invoices must reference the applicable Task Assignment Authorization number, using an invoice form approved by the Finance Director.

- 3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

- 3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 3.1.7 Payment of the final invoice shall not constitute evidence of the CRA's acceptance of the work
- 3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by the CRA and, if so requested, shall be furnished by CONSULTANT to the Finance Director's satisfaction.
- 3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable

- 3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the City's Reimbursable Schedule as followed by the CRA, and include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or TA.
- 3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Continuing Services Agreement, and include:
- Overnight Deliveries
 - Reproduction
 - Sub-Consultant
 - Long Distance Telephone Calls
- 3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and City of Wauchula policy for pre-approved out-of-county travel as followed by the CRA.
- 3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

- 3.2.5 Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061.
- 3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CRA upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the CRA upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.
- 3.2.7 CONSULTANT shall maintain a current inventory of all such assets as described in Section 3.2.6.

4.0 Insurance

4.1 General Provisions

- 4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CRA with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CRA to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CRA.
- 4.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.
- 4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CRA.
- 4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CRA may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.
- 4.1.5 The CRA may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CRA shall have no obligation to do so, and if the CRA shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.
- 4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverage.
- 4.1.7 All CONSULTANT's sub-contractors shall be required to include the City of Wauchula and CONSULTANT as additional insured on their General Liability Insurance policies.
- 4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall

indemnify and hold harmless the City of Wauchula for any claim in excess of the subconsultants' insurance coverage.

- 4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.
- 4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- 4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverage:
- 4.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.
- 4.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)
- 4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverage. Such coverage shall be at least as broad as the primary coverage above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.
- 4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CRA. The CRA may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.
- 4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.
- 4.7 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

- 5.1 CONSULTANT has represented to the CRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.
- 5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.
- 5.3 CONSULTANT shall, at no additional cost to CRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.
- 5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

- 6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and CONSULTANT agree to allocate such liabilities in accordance with this Section.
- 6.2 Indemnification.
 - 6.2.1 In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or breach by CONSULTANT of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work;

provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

6.2.2 The CRA's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 The CRA shall have no right to supervise the methods used, but the CRA shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with the CRA in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CRA in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws, Public Records, Trade Secrets, and Publications

9.1 In performing the Services, CONSULTANT shall comply with all applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

9.2 Public Records. The parties acknowledge and agree that the CRA and the City are public agencies subject to Chapter 119, Florida Statutes. To the extent

CONSULTANT is a company acting on behalf of the CRA or the City, pursuant to Section 119.0701, Florida Statutes, CONSULTANT must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, CONSULTANT agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the CRA to perform the services under this Agreement.

(2) Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the CRA.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the CONSULTANT's possession or keep and maintain public records required by the CRA to perform the services. If the CONSULTANT transfers all public records to the CRA upon completion of the services, the CONSULTANT must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the services under this Agreement, the CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.

(5) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: Stephanie Camacho, City Clerk, email: scamacho@Cityofwauchula.com; fax (863) 773-0773.

If the CONSULTANT does not comply with the provisions of this section, the CRA will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

9.3 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by CONSULTANT which CONSULTANT contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the CRA, will not be subject to public access. However, should a requestor of public records challenge CONSULTANT's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, CONSULTANT must provide a separate written affidavit that includes an indemnification and release guarantee, as

approved by the City Attorney or designee, to the CRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. CONSULTANT must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, CONSULTANT is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CRA's release of the requested records.

10.0 Subcontracting

10.1 The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CRA. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CRA, nor shall the CONSULTANT be authorized to use the CRA's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes, Scrutinized Companies pursuant to Section 287.135 and Section 215.473, Florida Statutes.

12.1 Pursuant to Section 287.133(2)(a), Florida Statutes, CONSULTANT hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, CONSULTANT must notify the CRA immediately and 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 Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

12.2 CONSULTANT hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If the CRA determines that

CONSULTANT has falsely certified facts under this Paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, CRA will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

13.0 CRA's Responsibilities

13.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the CRA.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CRA in the event of substantial failure by the CRA to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the CRA with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CRA's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CRA.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the CRA nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its

obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law, Venue, and Waiver of Jury Trial

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee City, Florida or the United States District Court, Middle District of Florida located in Hillsborough City, Florida.

16.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally both during the hiring process and during employment without regard to race, color, religion, sex, gender, age, disability, or national origin, and that it shall not discriminate on the basis of race, color, religion, sex, gender, age, disability, or national origin in the award or performance of any subcontracts or services subcontracted to fulfill CONSULTANT's duties under this Agreement.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the CRA if CONSULTANT or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact

business with any public entity.”

17.3 Minority and Women's/Disadvantaged Business Enterprise Goals, Equal Opportunity.

A. Minority/Women/Disadvantaged Business Enterprise are to be afforded a full opportunity to participate in contracts awarded by the City.

B. If CONSULTANT intends to let any subcontracts, CONSULTANT shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration or the Minority Business Development Agency of the Department of Commerce.

C. For the purposes of Subsection, an entity shall qualify (1) as a “minority business” or “women's business enterprise” if it is currently certified as such under Florida law, and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

18.0 Waiver

18.1 A waiver by either the CRA or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The CRA and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CRA and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the CRA and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 The CRA and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CRA by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the CRA Board of Directors by executed amendment.

23.0 Contingent Fees

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to

solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

- 24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

- 25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CRA for its use and/or distribution as may be deemed appropriate by the CRA. CONSULTANT is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

- 26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.
- 26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CRA's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.
- 26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to CRA:

Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
Attention: CRA Director

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and the CRA.

28.0 Service of Process

As to CRA: Kristie Hatcher-Bolin
G R A Y | R O B I N S O N, P.A.
One Lake Morton Drive
Lakeland, FL 33801

As to Consultant:

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the CRA Director or their successor, who shall act as the CRA's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify the CRA in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at the CRA's request shall remove without consequence to the CRA any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CRA has the right to reject proposed changes in key personnel.

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages

32.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to CONSULTANT's fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT's reasonable control.

33.0 E-Verify Requirements

33.1 Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall:

(1) Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

(2) Expressly require all persons (including subcontractors/subvendors/subcontractors) assigned by CONSULTANT to perform work or provide services pursuant to the Agreement with the City to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subcontractors during the term of the Agreement.

CONSULTANT acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the Agreement with the CRA.

By entering this Agreement with the CRA, CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to CRA incurred as a result of the termination of this Agreement.

34.0 Limitation of Liability.

In no event, shall the CRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
STEPHANIE CAMACHO
City Clerk
the State of Florida

The CRA, as a dependent special district of the
CITY OF WAUCHULA, a municipal
corporation, organized & existing under the laws of

By: _____
Stephanie Camacho, City Clerk

By: _____
Jessica Newman, CRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin
City Attorney

Date _____

Attest:
a _____ Corporation

(COMPANY NAME)

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

DATE: _____
SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____ The foregoing instrument was

acknowledged before me this _____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____, a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT A SCOPE OF SERVICES

Professional engineering services may be assigned but not limited to any of the following areas:

- Property, Boundary, Easements, R/W, Topographic and Utility surveys.
- Paving and Drainage Improvements
- Stormwater Management Design
- FDOT Roadway and Enhancement Project Design
- Traffic Engineering
- Special Services such as Feasibility Studies and Planning
- Construction Contract Administration
- Construction Engineering and Inspection
- Site Plan Review
- Public works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Parking lot design and engineering
- Other miscellaneous professional services that the CRA may desire

EXHIBIT "B"
FEE SCHEDULE

**CITY OF WAUCHULA
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL PLANNING SERVICES**

RFQ CRA #25-02

The Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed statements of qualifications on or before 2:00 PM EST on **Tuesday, March 18, 2025** for professional planning services to be performed for CRA projects.

The face of the sealed envelope must be clearly marked "**RFQ CRA #25-02, Professional Planning Services for Wauchula CRA**". Statements received after the closing time will not be accepted.

Attached are important instructions and specifications regarding responses to this Request for Qualifications. Failure to follow these instructions could result in disqualification.

Questions regarding this proposal must be in writing and must be sent to Jessica Newman, CRA Director, email: jnewman@cityofwauchula.com. All questions must be received no later than 5:00 PM EST on Monday, March 10, 2025.

Prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Qualification with members of the CRA Board and the City of Wauchula City Commission, any employee of the City of Wauchula or the CRA, other than the CRA Director or as directed in the cover page of the Request for Qualifications. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Statements of Qualifications may be mailed, express mailed or hand delivered to:

Wauchula Community Redevelopment Agency
Jessica Newman, CRA Director
107 E. Main Street
Wauchula, Florida 33873

INTRODUCTION

The Wauchula Community Redevelopment Agency (CRA), a dependent special district of the City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional planning services. The Description of Services is further and more specifically outlined in Exhibit 1.

The selection process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. The selection committee will review the qualifications of all submitting firms. The CRA reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications. Only those judged to be qualified proposals would be further evaluated for possible short-listing. Those firms short-listed may be requested to make presentations to the selection committee. During the review process, and until the final selection has been made by the CRA Board, proposers are prohibited from meeting with or discussing a submittal with any member of the selection committee or the CRA Board.

All interested parties must submit the requested information within the time frame provided herein. Proposals shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the CRA to select and negotiate Continuing Services Agreement with one (1) firm based upon the expertise and experience listed as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.

The Continuing Services Agreement will be for a term of three (3) years with the option of extending the Agreement for two (2) one (1) year terms on the same terms and conditions by giving the Consultant written notice not less than thirty (30) days prior to the expiration of the initial term.

During contract negotiations, the CRA will negotiate fee schedules in accordance with the City of Wauchula's Purchasing Procedures, with the goal of establishing standardized rates. The fee schedule may be adjusted after mutual written agreement usually beginning one year from the effective date of the agreement.

SCOPE OF SERVICES

All work must be performed in accordance with applicable Federal, State and Local regulations.

The Contractor agrees to perform diverse planning services for the CRA relating to various CRA projects. The Scope of Services is more specifically outlined in Exhibit 1.

The CRA shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of

this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The CRA, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.

EXPECTATIONS OF SELECTED FIRMS

The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the CRA will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

At any time during the construction of the improvements provided for by the plans or during any phase of work performed by others based on data secured by the consultant under the Agreement, the consultant shall confer with the CRA for the purpose of interpreting the information obtained and to correct any errors or omissions made by the consultant. The consultant shall prepare any plans or data required by the CRA to correct the consultant's errors and omissions. The above consultations, clarifications, or corrections shall be made without additional compensation to the consultant. The consultant shall give immediate attention to these changes so there will be minimum delay to others.

The consultant shall endorse and provide in electronic format as requested all reports, calculations, contract plans and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Florida State Board of Registration for Professional Engineers, Land Surveyors, or other professionals as required being in the full employment of the consultant and responsible for the work prescribed.

When a scope of work is requested for the formulation of a Task Assignment (TA), under a Consulting Services Agreement (CSA), the consultant will submit the proposed scope of work within 10 working days from the request. The proposal will include tasks to be completed with associated costs and an overall schedule with sufficient detail to define major milestones. An approved TA with signatures from both the CRA and consultant will serve as a Notice to Proceed. From time to time the scope of work may require more detail with regards to scheduling and timelines. When such detail is requested by the CRA, the consultant will be responsible for the preparation of a project design schedule, utilizing a commercial off the shelf software, such as Microsoft Project, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. The schedule will include a Gantt Chart identifying the critical path, progress of the work and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within 10 working days of the signed TA. The schedules will be used to verify consultant's performance in relationship to the fees claimed and to allow the CRA staff to monitor the consultant's efforts. The billing of all services will include a progress update report, a schedule showing current percent complete by task, and a detailed invoice showing billings per task outlined in the approved scope of work or assignment in the TA.

If a change of scope for a project is deemed necessary or is requested by the CRA for a service that could not be defined sufficiently at the time of the execution of a TA, the consultant shall notify the CRA Director within 10 working days of the effects of and cost for the proposed change. The consultant will not proceed with work on the proposed change until it receives written approval from the CRA Director and the parties execute a written Change Order setting forth in detail the changes in the scope of the project and the associated effects and cost of the change.

In addition to the progress updates to be submitted with the invoice, each consultant will meet with CRA staff on a quarterly basis or as requested by CRA to provide a briefing and progress report of all work assignments in a presentation style update. The presentation shall be electronically transmitted to the CRA.

Deliverables prepared by the consultant will be defined in each assignment. Full and half size drawings will be required on all assignments along with electronic versions.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. A page can be either single or double sided. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

1. Brief overview of the firm's history and organization that includes the name of the firm's contact person, address, telephone, fax number and email address. (Limit response to one page)
2. Provide documentation supporting the specialized qualifications of staff in the field of planning. Qualifications should highlight experience with regulatory agencies, permitting and governing regulations and their locations. The proposal shall list key individuals who will be used on the contract. Provide the Florida registration numbers of professional personnel. Show an organizational chart of the team highlighting the key individuals who will work on the contract. Provide a matrix showing the capabilities listed above versus each proposed team member indicating their personal experience. (Limit response to one page for the organizational chart and one page for the capabilities matrix)
3. The key staff presented in the consultant's response shall be the staff utilized throughout the duration of this agreement. The consultant will demonstrate each key staff's availability and location to respond to the needs of the project. Also identify additional staff members and locations that can be utilized to expedite a deliverable if required. (Limit response to one page per person)
4. Experience on Similar Contracts: The proposal shall describe the consultant's experience in providing similar services to municipalities. Provide a minimum of five (5) examples of the consultant's recent relevant experience, within the past five (5) years, with client references including name, title, phone number, and email address. Specifics should be given to demonstrate successful performance on those contracts and the firm's,

or team's, understanding of the requirements and timely completion of those projects. (Limit response to one page per project)

5. Provide a short narrative project approach outlining how you propose to manage projects in order to meet schedule and budget requirements. Describe the firm's ability to work with City of Wauchula staff, familiarity with City of Wauchula programs and local regulatory agencies. Demonstrate the firm's knowledge of the County's and/or City's GIS system, the state plane coordinate system in Hardee County, County's permitting process, as well as local regulatory agencies.

Relative to the scope of services for the project, describe the specific ability of the firm. Include any innovative approaches to providing the services. Briefly describe firm's quality assurance/quality control program. **(Limit response to four pages maximum)**

6. Provide identification and address of any subconsultants that will be involved, including a description of qualifications and their specific duties on the projects with the CRA. (Limit response to one page maximum per subconsultant)

7. Provide documentation of the firm's certified W/MBE status, if applicable; identify minority firm participation as subconsultants; and submit the subconsultant's certification, explain how the firm will encourage minority participation in the projects. (Limit response to one page maximum)

SELECTION AND EVALUATION PROCEDURES

A Professional Services Selection Committee (PSSC) will review the proposals received. The evaluation criteria listed below will be utilized to rank the firms and to short-list the consultants. Interviews with the firms short-listed may then be scheduled with the PSSC for final ranking and recommendation to the CRA Board. The CRA shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The CRA's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following (Maximum 85 points):

- Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Qualifications. (Maximum 25 points) Corresponds to submittals No. 1, No. 2, and No. 3.
- Reference comments on the consulting firm (Maximum 10 points) Corresponds to submittal No. 4.
- Ability to complete projects in a timely manner. (Maximum 5 points) Corresponds to submittal No. 4.
- Appropriate team member and experience. (Maximum 10 points) Corresponds to submittal Nos. 3, 5, and 6.

- Certified minority firm or extent of certified minority firm participation as subconsultants. (Maximum 5 points) Corresponds to submittal No. 7
- CRA and/or City evaluation rating for past projects with the City and/or CRA. (Maximum 20 points) Corresponds to submittal No. 5.
- Location of key personnel –
 - Firms located in Hardee County (Maximum 10 points)
 - Firms located in contiguous counties (Maximum 8 points)
 - All other firms (Maximum 2 points)Corresponds to submittal No. 3

RESPONSE

Interested parties are invited to submit one (1) original marked "**ORIGINAL**" and four (4) copies marked "**COPY**" of their proposal in a sealed envelope to the CRA Director. The envelope should be labeled "**RFQ CRA #25-02 Professional Planning Services**" and marked with the respondent's name and address. Proposals may be mailed or delivered to:

Community Redevelopment Agency
Jessica Newman, CRA Director
107 E. Main Street
Wauchula, Florida 33873

The Wauchula Community Redevelopment Agency (CRA) Director's Office will receive sealed proposals only at the above address on or before 2:00 PM EST on **Tuesday, March 18, 2025**. Statements received after the closing time will not be accepted.

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the CRA Director or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Qualifications, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualifications with the CRA Board, and any employee of the City of Wauchula, other than the CRA Director as directed in the cover page of the Request for Qualifications. This prohibition begins with the issuance of any Request for Qualifications and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

Before any work commences, the selected firm, if any, shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below, and shall provide to the CRA Director original Certificates of Insurance satisfactory to the CRA to evidence such coverage. As the Wauchula Community Redevelopment Agency is a dependent special district of the City of Wauchula, the City of Wauchula shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation policy shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the CRA. The CRA requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the CRA may, at its option and on notice to the firm, suspend the project for cause until there is full compliance. Alternatively, the CRA may purchase such insurance at the firm's expense, provided that the CRA shall have no obligation to do so and if the CRA shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or breach by CONSULTANT of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

PUBLIC ENTITY CRIMES STATEMENT

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 or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The CRA, as a dependent special district of the City of Wauchula, is an equal opportunity/affirmative action employer. The CRA is committed to equal opportunity employment effort; and expects firms that do business with the CRA to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The CRA hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the CRA and will not be subject to discrimination on the basis of race, color, sex or national origin.

DEVELOPMENT COSTS

Neither the CRA nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFQ. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

APPLICABLE LAWS AND COURTS

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

CONTRACTUAL MATTERS

A copy of the Continuing Services Agreement to be entered into with the successful proposer(s) is included with this RFQ as Exhibit 2.

All contracts are subject to final approval of the CRA Board. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure.

All proposals received from proposers in response to this Request for Qualifications will become the property of the CRA and will not be returned to the proposers. In the event

of contract award, all documentation produced as part of the contract will become the exclusive property of the CRA.

E-VERIFY

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees, as more specifically set forth in the Continuing Services Agreement included with this RFQ.

LIMITATIONS

This request does not commit the CRA to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFQ. The CRA reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

EXHIBIT 1

DESCRIPTION OF SERVICES

Services may be assigned but not limited to any of the following areas:

Update and analyze Existing Conditions

Evaluate the CRA Master Plan programs and projects

Evaluate traffic circulation and make recommendations for access, mixed use internal capture, circulation, and multi-modal linkages

Address the development and use of public/private partnerships

Evaluate implementation strategies and make recommendations for the updated CRA Plan

Evaluate the proposed Capital Projects Programs and make recommendations for the updated CRA Plan

Update the revenue projections

Evaluate the funding options including public and private financing alternatives and make recommendations to implement the updated CRA Plan

Develop guidelines for the use of TIF revenues

Update the existing plan and specific recommendations for the efficient use/redevelopment of City and/or CRA owned parcels

Transportation planning

Assessment, evaluation, drafting and recommendations regarding land development regulations (including “green” building methods and practices, mixed use development, and other methods to implement the Comprehensive Plan Vision)

Identify what types of future businesses and services are desirable for the community

Ensure that new development is of high quality, compatible with the existing environment, and maintains existing community character

Other professional services that the CRA may desire

EXHIBIT 2 CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, between The Wauchula Community Redevelopment Agency, a dependent special district of the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and _____ a _____ corporation, headquartered at _____ hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____:

WHEREAS, CRA requires certain professional services in connection with the planning and construction of certain projects; and

WHEREAS, CRA has solicited these services in RFQ CRA #25-02, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the CRA is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the CRA has not given preference to any vendor based on the vendor's social, political, or ideological interests;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

- 1.1 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager (the "Effective Date").
- 1.2 The term of this Agreement shall be for a three (3) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.
- 1.3 The CRA shall have the option of extending the Agreement for two (2) additional one (1) year terms, as approved by the CRA Board, on the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.
- 1.4 The CRA Board will approve and execute each extension or terminate the agreement at the end of any given term.

2.0 Services to Be Performed by CONSULTANT

- 2.1 CONSULTANT shall perform the services as generally described in the Scope of Work attached as Exhibit "A" to this Agreement, and as may be further specifically designated and authorized by the CRA, in writing. Such authorization will be referred to as a Task Assignment ("TA") and all provisions of this Agreement shall apply, with full force and effect, to any and all TAs as if appearing in full within each TA. Each TA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon complete execution..
- 2.2 The CONSULTANT is not authorized to undertake any project without a duly executed TA.
- 2.3 When the CONSULTANT and the CRA enter into a TA where the term of the TA expires on a date that is later than the date that the Continuing Services Agreement (CSA) expires, the CONSULTANT and the CRA agree that the terms of the CSA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the TA have been performed. Cancellation by the CRA of any remaining work prior to the full completion of the requirements of the TA shall cause the terms of the CSA to terminate at the same time. This provision only applies when the expiration of the TA extends beyond the expiration of the CSA. It does not apply when a TA expires or is cancelled prior to the expiration of the CSA.

3.0 Compensation

3.1 General

- 3.1.1 CRA shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Continuing Services Agreement, after mutual written agreement of the parties, annually beginning one year from the effective date of the agreement. The CRA Director and the City Manager will approve and execute any fee schedule amendment. Such amendment shall operate prospectively only and shall not alter fee schedules for TAs in effect at the time of the amendment.
- 3.1.3 Compensation may be negotiated as a not to exceed price on a per-project basis, on each individual TA.
- 3.1.4 Invoices must reference the applicable Task Assignment Authorization number, using an invoice form approved by the Finance Director.

- 3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

- 3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 3.1.7 Payment of the final invoice shall not constitute evidence of the CRA's acceptance of the work
- 3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by the CRA and, if so requested, shall be furnished by CONSULTANT to the Finance Director's satisfaction.
- 3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable

- 3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the City's Reimbursable Schedule as followed by the CRA, and include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or TA.
- 3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Continuing Services Agreement, and include:
- Overnight Deliveries
 - Reproduction
 - Sub-Consultant
 - Long Distance Telephone Calls
- 3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and City of Wauchula policy for pre-approved out-of-county travel as followed by the CRA.
- 3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

- 3.2.5 Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061.
- 3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CRA upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the CRA upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.
- 3.2.7 CONSULTANT shall maintain a current inventory of all such assets as described in Section 3.2.6.

4.0 Insurance

4.1 General Provisions

- 4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CRA with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CRA to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CRA.
- 4.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.
- 4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CRA.
- 4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CRA may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.
- 4.1.5 The CRA may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CRA shall have no obligation to do so, and if the CRA shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.
- 4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverage.
- 4.1.7 All CONSULTANT's sub-contractors shall be required to include the City of Wauchula and CONSULTANT as additional insured on their General Liability Insurance policies.
- 4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall

indemnify and hold harmless the City of Wauchula for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverage:

4.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverage. Such coverage shall be at least as broad as the primary coverage above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CRA. The CRA may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

4.7 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

- 5.1 CONSULTANT has represented to the CRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.
- 5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.
- 5.3 CONSULTANT shall, at no additional cost to CRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.
- 5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

- 6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and CONSULTANT agree to allocate such liabilities in accordance with this Section.

- 6.2 Indemnification.

- 6.2.1 In addition to any other obligation to indemnify the CRA and the City, and to the fullest extent permitted by law, the Consultant shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, costs (including, without limitation, attorney's fees and cost during negotiation, through litigation, and all appeals therefrom), including but not limited to claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) any actual or alleged act or omission of the consultant, or breach by CONSULTANT of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or

indemnify the CRA or the CITY with respect to any such claims or damages arising out of the CRA's or the CITY's negligence.

6.2.2 The CRA review, comment and observation of the CONSULTANT 's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT 's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 The CRA shall have no right to supervise the methods used, but the CRA shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with the CRA in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CRA in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws, Public Records, Trade Secrets, and Publications

9.1 In performing the Services, CONSULTANT shall comply with all applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

9.2 Public Records. The parties acknowledge and agree that the CRA and the City are public agencies subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a company acting on behalf of the CRA or the City, pursuant to Section 119.0701, Florida Statutes, CONSULTANT must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, CONSULTANT agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the CRA to perform the services under this Agreement.

(2) Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the CRA.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the CONSULTANT's possession or keep and maintain public records required by the CRA to perform the services. If the CONSULTANT transfers all public records to the CRA upon completion of the services, the CONSULTANT must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the services under this Agreement, the CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.

(5) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: Stephanie Camacho, City Clerk, email: scamacho@Cityofwauchula.com; fax (863) 773-0773.

If the CONSULTANT does not comply with the provisions of this section, the CRA will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

9.3 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by CONSULTANT which CONSULTANT contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the CRA, will not be subject to public access. However, should a requestor of public records challenge CONSULTANT's claim of trade secret or confidential and proprietary business

information, within five (5) calendar days of such challenge, CONSULTANT must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the CRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. CONSULTANT must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, CONSULTANT is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CRA's release of the requested records.

10.0 Subcontracting

10.1 The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CRA. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CRA, nor shall the CONSULTANT be authorized to use the CRA's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes, Scrutinized Companies pursuant to Section 287.135 and Section 215.473, Florida Statutes.

12.1 Pursuant to Section 287.133(2)(a), Florida Statutes, CONSULTANT hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, CONSULTANT must notify the CRA immediately and 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 Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

12.2 CONSULTANT hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If the CRA determines that CONSULTANT has falsely certified facts under this Paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, CRA will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

13.0 CRA's Responsibilities

13.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the CRA.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CRA in the event of substantial failure by the CRA to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the CRA with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CRA's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CRA.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

- 15.1 Neither the CRA nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.
- 15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law, Venue, and Waiver of Jury Trial

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee City, Florida or the United States District Court, Middle District of Florida located in Hillsborough City, Florida.

16.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally both during the hiring process and during employment without regard to race, color, religion, sex, gender, age, disability, or national origin, and that it shall not discriminate on the basis of race, color, religion, sex, gender, age, disability, or national origin in the award or performance of any subcontracts or services subcontracted to fulfill CONSULTANT's duties under this Agreement.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the CRA if CONSULTANT or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List.

Pursuant to Section 287.134(2)(a), Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity.”

17.3 Minority and Women's/Disadvantaged Business Enterprise Goals, Equal Opportunity.

A. Minority/Women/Disadvantaged Business Enterprise are to be afforded a full opportunity to participate in contracts awarded by the City.

B. If CONSULTANT intends to let any subcontracts, CONSULTANT shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration or the Minority Business Development Agency of the Department of Commerce.

C. For the purposes of Subsection, an entity shall qualify (1) as a “minority business” or “women's business enterprise” if it is currently certified as such under Florida law, and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

18.0 Waiver

18.1 A waiver by either the CRA or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement

void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

- 19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

- 20.1 The CRA and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.
- 20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CRA and CONSULTANT pertaining to the Services, whether written or oral.
- 20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

- 21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the CRA and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

- 22.1 The CRA and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.
- 22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CRA by executed amendment.
- 22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the CRA Board of Directors by executed amendment.

23.0 Contingent Fees

- 23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

- 24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

- 25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CRA for its use and/or distribution as may be deemed appropriate by the CRA. CONSULTANT is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

- 26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.
- 26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CRA's cost of recovery shall be the sole expense of the

CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to CRA:

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
Attention: CRA Director

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and the CRA.

28.0 Service of Process

As to CRA: Kristi Hatcher-Bolin
G R A Y | R O B I N S O N
One Lake Morton Drive
Lakeland, FL 33801

As to Consultant:

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the CRA Director or their successor, who shall act as the CRA's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify the CRA in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at the CRA's request shall remove without consequence to the CRA any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CRA has the right to reject proposed changes in key personnel.

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages

32.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to CONSULTANT's fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT's reasonable control.

33.0 E-Verify Requirements

33.1 Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall:

(1) Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

(2) Expressly require all persons (including subcontractors/subvendors/subcontractors) assigned by CONSULTANT to perform work or provide services pursuant to the Agreement with the City to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subcontractors during the term of the Agreement. CONSULTANT acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the Agreement with the CRA.

By entering this Agreement with the CRA, CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to CRA incurred as a result of the termination of this Agreement.

34.0 Limitation of Liability.

In no event, shall the CRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
STEPHANIE CAMACHO
City Clerk
the State of Florida

The CRA, as a dependent special district of the
CITY OF WAUCHULA, a municipal
corporation, organized & existing under the laws of

By: _____
Holly Smith, City Clerk

By: _____
Jessica Newman, CRA Director

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Thomas A. Cloud, Esquire
City Attorney

Date _____

Attest:
a _____ Corporation

(COMPANY NAME)

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

DATE: _____
SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____ The foregoing instrument was

acknowledged before me this _____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____, a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT 1 DESCRIPTION OF SERVICES

Services may be assigned but not limited to any of the following areas:

- Update and analyze Existing Conditions
- Evaluate the CRA Master Plan programs and projects
- Evaluate traffic circulation and make recommendations for access, mixed use internal capture, circulation, and multi-modal linkages
- Address the development and use of public/private partnerships
- Evaluate implementation strategies and make recommendations for the updated CRA Plan
- Evaluate the proposed Capital Projects Programs and make recommendations for the updated CRA Plan
- Update the revenue projections
- Evaluate the funding options including public and private financing alternatives and make recommendations to implement the updated CRA Plan
- Develop guidelines for the use of TIF revenues
- Update the existing plan and specific recommendations for the efficient use/redevelopment of City and/or CRA owned parcels
- Transportation planning
- Assessment, evaluation, drafting and recommendations regarding land development regulations (including “green” building methods and practices, mixed use development, and other methods to implement the Comprehensive Plan Vision)
- Identify what types of future businesses and services are desirable for the community
- Ensure that new development is of high quality, compatible with the existing environment, and maintains existing community character
- Other professional services that the CRA may desire

EXHIBIT "B"
FEE SCHEDULE



February 10, 2025

Krause Services
2807 Ralph Johns Rd
Wauchula, FL 33873

Re: 2024 Service Agreement for Lawn Care and Landscaping Services – 1st Extension

Dear Mr. Schraeder:

Please accept this letter of notice for the Wauchula Community Redevelopment Agency to extend the service contract for an additional year, from the expiration date March 10, 2025, per the terms of Section 1.3.

If you have any questions or concerns, please contact CRA Director Jessica Newman at 863-767-0330 or jnewman@cityofwauchula.com.

Thank you,

Richard K. Nadaskay, Chairman
CRA Board

On January 13, 2025, the City of Wauchula Commission, in its dual role as City of Wauchula Redevelopment Agency Board, met for a meeting.

Members present were Anne Miller, Russell Smith, Keith Nadaskay, Sherri Albritton and Gary Smith.

Nadaskay recessed the City Commission Meeting and called to order the Meeting of the Board of Directors of the Wauchula Community Redevelopment Agency

Approval of Minutes from the December 9, 2024 CRA Meeting

R. Smith motioned to approve the minutes as presented, seconded by G. Smith. All were in favor. Motion carried.

Revitalization Grant Application for 216-222 W Main St

Albritton motioned to approve the grant application, seconded by R. Smith. All were in favor. Motion carried.

Nadaskay adjourned the Wauchula Community Redevelopment Agency Board Meeting and reconvened the City Commission Meeting

On Monday, January 13, 2025 at 6:00 p.m., the City of Wauchula Commission met for its regular meeting in the Commission Chambers at 225 East Main Street, Suite 105, Wauchula.

Nadaskay called the meeting to order.

Commissioners present were Commissioner Russell Smith, Mayor Keith Nadaskay, Commissioner Sherri Albritton, and Commissioner Gary Smith, Commissioner Anne Miller.

Also present were City Manager Olivia Minshew, Deputy City Manager John Eason, Assistant City Manager Sandee Braxton, Director of Project Management and Procurement Ward Grimes, Chief of Police Brandon Ball, Community Development Director Kyle Long, Community Redevelopment Agency Director Jessica Newman (Zoom), City Attorney Kristie Hatcher-Bolin, and City Clerk Stephanie Camacho.

Nadaskay declared a quorum.

Appointment of New Commissioner

Albritton motioned to appoint Anne Miller as the new Commissioner, seconded by R. Smith. The Commissioners shared their thoughts and expressed both applicants were excellent candidates. All were in favor of the appointment. Motion carried. Commissioner Miller took her seat at the dais.

Swearing in of Commissioners

Camacho swore in Commissioners Miller, Nadaskay and G. Smith.

Electing a Mayor / Mayor Pro Tem

Minshew opened the floor for Mayoral nominations. Albritton motioned to elect Nadaskay for Mayor. No other nominations were heard. Albritton motioned to cease nominations. R. Smith seconded the motion to elect Nadaskay for Mayor. All were in favor. Motion carried.

Nadaskay opened the floor for Mayor Pro Tem nominations. Albritton motioned to elect R. Smith for Mayor Pro Tem. No other nominations were heard. R. Smith stated he would accept the position. G. Smith seconded the motion. All were in favor. Motion carried.

Approval of Agenda

G. Smith motioned to approve the agenda as presented, seconded by Albritton. All were in favor. Motion carried.

Approval of Minutes from the December 2, 2024 Ethics Workshop and December 9, 2024 Meeting

Albritton motioned to approve the minutes as presented, seconded by G. Smith. All were in favor. Motion carried.

Nadaskay gave the virtual meeting statement.

PUBLIC COMMENT – NON-AGENDA ITEMS

No comments.

ORDINANCES / PUBLIC HEARINGS

Ordinance 2024-19 Extending the Suspension and Waiver of Water & Wastewater Impact Fees – Second Reading – Public Hearing

Nadaskay opened the public hearing. No discussion was presented. The public hearing was closed. Hatcher-Bolin read the ordinance by title. G. Smith motioned to approve the ordinance, seconded by Albritton. All were in favor. Motion carried.

Ordinance 2024-17 Capital Improvement Element – First Reading

Hatcher-Bolin read the ordinance by title. Albritton motioned to approve the ordinance, seconded by G. Smith. All were in favor. Motion carried.

CITY MANAGER/NON-CONSENT**Power Cost Adjustment**

Minshew presented the December power cost adjustment.

Special Event Application – 70's Reunion

Janice Wheeler was present and requested approval of the even application. G. Smith motioned to approve the application, seconded by R. Smith. All were in favor. Motion carried.

Resolution 2025-01 Quitclaim Deed – 4:11 Ministries

Minshew introduced Roger Stevens, surveyor. Stevens explained the discrepancy in legal descriptions between the City's administrative building and the adjacent property at 208 W Orange St, which were preventing the property from being sold. Stevens further explained that the deeds between both property owners would not exchange any property rather, they were only fixing the legal description for the boundary lines. G. Smith motioned to approve the resolution, seconded by Albritton. All were in favor. Motion carried.

Solid Waste Rate Discussion

The Commission provided direction for staff to draft an ordinance with the necessary rate modifications.

CONSENT AGENDA**Lease Agreement – Drug Free Hardee****Lease Agreement – Send Me Missions****Special Event Application – Hometown Happy Hour****Bad Debt Write-Off****Surplus Vehicles****ITB 24-06 Wastewater Residuals Hauling & Disposal Award Recommendation**

Albritton motioned to approve the consent agenda as presented, seconded by R. Smith. All were in favor. Motion carried.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Report was given by Minshew.

CITY COMMISSIONER REPORTS

No report.

Nadaskay recessed the City Commission meeting and called to order the Wauchula Community Redevelopment Agency Board meeting

Approval of Minutes from the December 9, 2024 CRA Meeting

R. Smith motioned to approve the minutes as presented, seconded by G. Smith. All were in favor. Motion carried.

Revitalization Grant Application for 216-222 W Main St

Albritton motioned to approve the grant application, seconded by R. Smith. All were in favor. Motion carried.

Nadaskay adjourned the Wauchula Community Redevelopment Agency Board meeting and reconvened the City Commission Meeting

Approval of the Wauchula Community Redevelopment Agency Board's Actions

G. Smith motioned to approve the Wauchula Community Redevelopment Agency Board's actions, seconded by Albritton. All were in favor. Motion carried.

With no further business to discuss, Nadaskay adjourned the Commission Meeting at 6:42 p.m.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk