



CITY COMMISSION MEETING AGENDA

Monday, October 13, 2025 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

MINUTES FOR APPROVAL

- 1.** Minutes for 8/4/25 Workshop, 8/11/25 Meeting, 9/3/25 Special Meeting, 9/3/25 Workshop, 9/8/25 Meeting, and 9/22/25 Special Meeting

Recommended Action: Commission's Approval

PUBLIC COMMENT / NON-AGENDA ITEMS

PRESENTATIONS

- 2.** Strategic Plan Dashboard

ORDINANCES / PUBLIC HEARINGS

- 3.** Ordinance 2025-15- 2024-2025 Final Budget Adjustments - 1st Reading
Recommended Action: Commission's Approval
- 4.** Ordinance 2025-04 FLU Designation for US Highway 17 BOCC Property - 2nd Reading

Recommended Action: Commission's Approval

CITY MANAGER / NON-CONSENT

- 5.** Power Cost Adjustment
- 6.** Resolution 2025-16 CEI for Alabama Street
Recommended Action: Commission's Approval
- 7.** Resolution 2025-17 CEI for Tennessee Street
Recommended Action: Commission's Approval
- 8.** Oak Street Utility Easement
Recommended Action: Commission's Approval
- 9.** Warranty Deed - Hogan Street

Recommended Action: Commission's Approval

10. ITB 25-03 Award Recommendation

Recommended Action: Commission's Approval

CONSENT AGENDA

11. Interlocal Agreement for Local Fuel Tax

12. AI Policy

Recommended Action: Commission's Approval on Items 11-12

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

REMINDERS

ADJOURNMENT



CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, August 04, 2025 at 5:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the workshop to order.

ROLL CALL

PRESENT

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

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Chief of Police Ron Curtis
Director of Projects and Procurement Ward Grimes
Community Development Director Kyle Long
CRA Director Jessica Newman
Electric Distribution Supervisor Chris Collier
Communications Coordinator Katie Benbow

OPEN COMMISSION WORKSHOP

Nadaskay opened the Commission workshop.

1. FMPA Reliability Award Presentation - Jacob Williams

Jacob Williams - FMPA

Williams shared a presentation with the Commission on the history surrounding electricity consumption and rates in Florida. Williams explained the criteria FMPA looks for to determine reliability and acknowledged the City of Wauchula for winning their Leadership Award, Endurance Award, and Duration Award. All 3 awards were accepted by Collier.

2. September 30, 2024 Audit Presentation

Randy Dillingham & Jeff Gerhard - CS&L CPAs

Dillingham and Gerhard presented their findings of the September 30, 2024 audit to the Commission. Their findings were positive with no recommendations for any changes.

3. Planning and Zoning Board Member Applications

Long stated the City had received 2 applications for the Planning & Zoning Board, and there were 2 vacant positions open on the Board. Applicants Brett Dowden and Thomas Stanton were present. The Commission did not have any additional questions for the applicants.

4. National League of Cities Service Line Warranty Marketing Agreement

Ashley Shiwarski - HomeServe USA

City Manager Olivia Minshew introduced Ashley and expressed their interest. HomeServe, USA Administers the Service Line Marketing program and is asking for permission from the City of market their service in our area. CM Minshew stated there has been an agreement drawn up and reviewed.

Shiwarski shared a detailed PowerPoint and verbal presentation with the Commission, explaining the program, and answered any questions from the Commission.

5. PRM By-Laws

Minshew presented the by-laws specific to the health trust.

6. Resolution 2025-12 Legislative Priorities for 2026-2027

Minshew presented the resolution, identifying the City's priorities for the upcoming legislative session.

7. Resolution 2025-13 Required Administrative Approval of Final Plats

Marisa Barmby - Central Florida Regional Planning Council

Barmby presented the resolution, explaining SB 784, which designates the City Manager as the administrative authority responsible for final plat and replat approval; allowing for a designee to act on the City Manager's behalf.

8. Hogan Street Right of Way

9. Deed of ROW on S 1st Ave from Bay Street Holdings LLC to City of Wauchula

Newman presented the deed from Bay Street Holdings, which would make the entire road City property.

10. RFP 25-01 Lease for 723 Green Street Property

Grimes presented the bid documents and sample lease agreement to the Commission.

Albritton mentioned the possibility of selling the building in the event the City does not receive bids ...

11. Mosaic Reclaimed Water Agreement Extension

Eason presented the agreement, to be extended through December 2026.

12. Resolution 2025-14 FAA Grant Agreement (Expand Fuel Farm - Design)

Eason presented the grant agreement to accept \$159,000 from the FAA towards the design of expanding the fuel farm.

13. Quarterly Financial Report

Braxton presented the financial report to the Commission.

14. September Workshop and Budget Hearing Discussion

Minshew explained our regular workshop would normally be held on September 1st, however the City is closed in observance of Labor Day. She also explained the budget hearing date would need to be reconsidered due to a conflict with the County and School Board dates.

First budget hearing Wednesday September 3, 2025 at 5:05 pm
Workshop immediately following, if needed

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

Minshew also noted the County's Site Selection Committee was meeting on 8/5/25 at 1:00 pm and would like a City Commission representative on the committee. Nadaskay agreed to represent the City and the Commission had some discussion.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the Commission workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA workshop.

15. RFP CRA 24-04 Award Recommendation

Newman presented the recommendation to award this bid to E.O. Koch Construction.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 7:44 pm.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, August 11, 2025 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the meeting to order at 6:00 pm.

ROLL CALL

PRESENT

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

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Chief of Police Ron Curtis
Director of Projects and Procurement Ward Grimes
CRA Director Jessica Newman
Community Development Director Kyle Long

APPROVAL OF AGENDA

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

PUBLIC COMMENT / NON-AGENDA ITEMS

No public comments were presented.

ORDINANCES / PUBLIC HEARINGS

1. Ordinance 2025-11 Annexation of 572 Stenstrom Rd - Second Reading

Recommended Action: Commission's Approval

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

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

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

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

GENERAL PENSION BOARD AGENDA

2. Approval of Minutes for March 10, 2025 General Pension Board Meeting

Recommended Action: Board's Discretion

Motion made by Commissioner Smith, Seconded by Mayor Pro Tem Smith.

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Albritton

3. Quarterly Pension Report

Recommended Action: Board's Approval

Braxton presented the report to the Board.

Motion made by Mayor Pro Tem Smith, Seconded by Commissioner Albritton.

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Smith

4. General Pension Valuation

Recommended Action: Board's Approval

Braxton presented the valuation to the Board.

Amended motion to include the 6.75% as the expected rate of return

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Smith

5. OPEB Valuation

Recommended Action: Board's Approval

Braxton presented the report to the Board.

Motion made by Commissioner Smith, Seconded by Commissioner Miller.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

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

6. Approval of General Pension Board Actions

Recommended Action: Commission's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay

CITY MANAGER / NON-CONSENT

7. Power Cost Adjustment

Minschew presented the July power cost adjustment.

8. ITB 25-03 Airport Hangar Repairs

Recommended Action: Commission's Approval

Grimes presented the bid document to the Commission to repair hangars that were damaged in Hurricanes Ian and Milton.

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

9. Mosaic Reclaimed Water Agreement Extension

Recommended Action: Commission's Approval

Nadaskay read a statement to abstain from voting on this item. Form 8B was filed with the Clerk.

R. Smith called for motions.

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

CONSENT AGENDA

10. September 30, 2024 Audit
11. Planning and Zoning Board Member Applications
12. National League of Cities Service Line Warranty Marketing Agreement
13. PRM By-Laws
14. Resolution 2025-12 Legislative Priorities for 2026-2027
15. Resolution 2025-13 Required Administrative Approval of Final Plats
16. Hogan Street Right of Way
17. Deed of ROW on S 1st Ave from Bay Street Holdings LLC to City of Wauchula
18. RFP 25-01 Lease for 723 Green Street Property
19. Resolution 2025-14 FAA Grant Agreement (Expand Fuel Farm - Design)
20. Reschedule the September 1, 2025 Workshop to September 3, 2025 at 5:00 pm

Recommended Action: Commission's Approval on Items 10-20

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

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Reports given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

21. CRA RFP 24-04 Award Recommendation

Recommended Action: Board's Approval

Nadaskay read a statement to abstain from voting on this item. Form 8B was filed with the Clerk.

R. Smith called for motions.

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

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

22. Approval of CRA Board Actions

Recommended Action: Commission's Approval

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 6:40 pm.

Richard K. Nadaskay, Jr., Mayor

Stephanie Camacho, City Clerk



SPECIAL MEETING MINUTES

Wednesday, September 03, 2025 at 5:05 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the special meeting to order at 5:05 pm.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton

ABSENT

Commissioner Gary Smith

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Deputy City Clerk Melodie Kincaid
Lieutenant Rob Ehrenkaufner
Director of Projects and Procurement Ward Grimes
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin (via Zoom)

APPROVAL OF AGENDA

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

PUBLIC COMMENT / NON-AGENDA ITEMS

No public comment presented.

ORDINANCES / PUBLIC HEARINGS

1. Approve 2025-2026 Tentative Advalorem

Title correction: Approve 2025-2026 Tentative Millage Rate

Braxton presented a summary of the overall budget changes. Braxton also presented several millage rate options for the Commission to consider. Both documents are attached to these minutes.

The Commission discussed the rate options and selected an increased rate of 5.7710, which is a 13.62% increase from the rollback rate.

Motion made by Mayor Pro Tem R. Smith, Seconded by Commissioner Albritton.

Voting Yea: Commissioner Miller, Mayor Nadaskay

2. Ordinance 2025-14 Adopting Fiscal Year 2025-2026 Budget - 1st Reading

Minshew read the ordinance by title.

Braxton noted the numbers from the budget would be changed prior to second reading to reflect the approved millage rate.

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the special meeting at 5:38 pm.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk



CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Wednesday, September 03, 2025 at 5:30 PM

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

www.cityofwauchula.gov

CALL TO ORDER

Nadaskay called the workshop to order at 5:38 pm.

ROLL CALL

PRESENT

Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton

ABSENT Commissioner Gary Smith

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Deputy City Clerk Melodie Kincaid
Lieutenant Rob Ehrenkaufer
Director of Projects and Procurement Ward Grimes
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin (via Zoom)

OPEN COMMISSION WORKSHOP

1. Discussion regarding Signs in the Cemetery – Grief Share from FBC

David Royal - First Baptist Church

Royal shared information about the church's grief share group and requested special approval to post grief share signs within the cemetery.

The Commission discussed their concerns, with guidance from Hatcher-Bolin. Hatcher-Bolin discussed that the current code did not allow signs in the cemetery. She explained the Commission could make the exception to allow the signs however, they would then open to expectation that all other signs of similar nature would be allowed as well.

2. RFP 25-01 Award Recommendation

Grimes addressed the Commission and presented the recommendation to award the bid to Achieve and Shine Learning Center.

Erica Stewart - 906 Louisiana St Wauchula

Stewart shared some of her ideas for future use of the building and shared the current school had outgrown their building so they were in need of additional space.

3. Ordinance 2025-07 FLU Map Amendment for School Board Property

Jennifer Codo-Salsbury - Central Florida Regional Planning Center

Codo-Salsbury presented items 3 and 4 together.

Codo-Salsbury shared a presentation with the Commission for the proposed amendments. Codo-Salsbury stated the current use and zoning were public/semi-public and the applicant was requesting to change those to commercial status.

4. Ordinance 2025-08 Rezone for school zone property

5. Ordinance 2025-12 FLU designation for 572 Stenstrom Rd

Jennifer Codo-Salsbury - Central Florida Regional Planning Center

Codo-Salsbury presented items 5 and 6 together.

Codo-Salsbury shared a presentation with the Commission for the proposed amendments for the recently annexed property in order to assign City designations.

6. Ordinance 2025-13 Rezone 572 Stenstrom Rd

7. Wauchula EAR Affidavit

Jennifer Codo-Salsbury - Central Florida Regional Planning Center

Codo-Salsbury explained the Affidavit is required by Florida Statutes for all community workshops, etc.

8. 2025-2026 SRO Agreement

Ehrenkauf presented the annual agreement to the Commission, noting the proposed pay changes for the school resource officer.

9. EDA Grant for Heardbridge Rd Watermain Loop

Minshew presented the grant to the Commission for the watermain extension project on Heardbridge Rd. Minshew stated this grant would fund the design portion of the project.

10. Surplus Vehicles

Grimes addressed the Commission, requesting approval to surplus a 2016 Freightliner bucket truck that had already been replaced.

11. Set the Date and Time for Trick-or-Treating

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

Reports given.

CLOSE COMMISSION WORKSHOP

Nadaskay adjourned the Commission workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA workshop.

12. CRA Master Redevelopment Plan

Newman addressed the Board and explained it was time to update the CRA Master Redevelopment Plan.

Kelley Klepper & Kayla Goldsmith - Kimley Horn

Klepper addressed the Board and explained what types of input they were looking for in order to update the plan. The Board shared some ideas.

REMINDERS

Sept 8, 2025 - Commission Meeting @ 6pm

September 22, 2025 - Final Budget hearing 5:05pm

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 7:07 pm.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, September 08, 2025 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the meeting to order at 6:00 pm.

ROLL CALL

PRESENT

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

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Deputy City Clerk Melodie Kincaid
Chief of Police Ron Curtis
Director of Projects and Procurement Ward Grimes
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

1. Minutes for 07/7/2025 Commission Workshop, 07/14/2025 Budget Workshop and 07/14/2025 Commission Meeting

Recommended Action: Commission's Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

No public comments presented.

ORDINANCES / PUBLIC HEARINGS

2. Ordinance 2025-07 FLU Map Amendment for School Board Property- 1st Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Eason noted a scrivener's error in the title, listing the address as N 6th Street, which should be N 6th Avenue.

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

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

3. Ordinance 2025-08 Rezone for School Board Property - 1st Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Eason noted the same scrivener's error as in Ordinance 2025-07.

Motion made by Commissioner Miller, Seconded by Mayor Pro Tem R. Smith.

Voting Yea: Mayor Nadaskay, Commissioner Albritton, Commissioner G. Smith

4. Ordinance 2025-12 FLU Designation for 572 Stenstrom Rd - 1st Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem R. Smith.

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner G. Smith

5. Ordinance 2025-13 Rezone for 572 Stenstrom Rd - 1st Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

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

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

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

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

GENERAL PENSION BOARD AGENDA

6. 4th Quarter Pension Report

Recommended Action: Board's Approval

Braxton presented the report to the Board.

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

7. 2025-2026 Pension Budget

Recommended Action: Board's Approval

Braxton presented the budget to the Board.

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

8. OPEB Authorization Letter- Fiscal Year 2025-2026

Recommended Action: Board's Approval

Braxton presented the authorization letter to the Board.

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

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

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

9. Approval of General Pension Board Actions

Recommended Action: Commission's Approval

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

CITY MANAGER / NON-CONSENT

10. Power Cost Adjustment

Minshaw announced the August power cost adjustment.

11. RFQ 25-02 Award Recommendation - CEI Services - Tennessee Street

Recommended Action: Commission's Discretion

Long presented both RFQ awards and recommended the projects be awarded to Chastain Skillman.

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

12. RFQ 25-01 Award Recommendation - CEI Services - Alabama Street

Recommended Action: Commission's Discretion

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

13. Interlocal Agreement for use of animal Shelter between the Hardee County Sheriff and The City of Wauchula, Florida

Recommended Action: Commission's Discretion

Curtis presented the agreement to the Commission. Curtis stated the Sheriff's Office was requesting additional funding, on top of the annual fee increase, to be applied towards food and other services for the animal. Curtis stated that, after some negotiation, the agreed upon amount was a flat fee of \$12,000.00 for the year.

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

CONSENT AGENDA

14. RFP 25-01 Award Recommendation

15. Wauchula EAR Affidavit

16. 2025-2026 SRO Agreement
17. EDA Grant for Heardbridge Rd Watermain Loop
18. Surplus Vehicles
19. Set Trick-or-Treating time and date to Friday, October 31. 2025 6pm to 9pm

Recommended Action: Commission's Approval on Items 14-19

Motion made by Commissioner Miller, Seconded by Commissioner Albritton.

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

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No reports.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

20. Approval of Minutes for 07/07/2025 CRA Workshop, and 07/14/2025 CRA Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Miller, Seconded by Commissioner Albritton.

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

21. Resolution 2025-01 Adopting the 2025-2026 CRA Budget

Recommended Action: Board Approval

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

22. Approval of CRA Board Actions

Recommended Action: Commission's Approval

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

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

23. City Manager Annual Evaluation Review

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 6:51 pm.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk



SPECIAL MEETING MINUTES

Monday, September 22, 2025 at 5:05 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the meeting to order at 5:05 pm.

ROLL CALL

PRESENT

Mayor Pro Tem Russell Smith

Mayor Keith Nadaskay

Commissioner Gary Smith

ABSENT

Commissioner Anne Miller

Commissioner Sherri Albritton

STAFF PRESENT

City Manager Olivia Minshew

Assistant City Manager Sandee Braxton

City Clerk Stephanie Camacho

Deputy City Clerk Melodie Kincaid

Community Development Director Kyle Long

Director of Project Management and Procurement Ward Grimes

CRA Director Jessica Newman

Chief of Police Ron Curtis

Officer Lyle Hart

Officer Brennan Warner

City Attorney Kristie Hatcher-Bolin (Zoom)

APPROVAL OF AGENDA

Motion made by Mayor Pro Tem R. Smith, Seconded by Commissioner G. Smith.

Voting Yea: Mayor Nadaskay

PUBLIC COMMENT / NON-AGENDA ITEMS

No public comment was presented.

ORDINANCES / PUBLIC HEARINGS

1. Resolution 2025-15 Adopting Final Millage Rate for Fiscal Year 2025-2026

Braxton presented the resolution to adopt the final millage rate of 5.7710 for fiscal year 2025-2026, an increase of 13.62% from the rollback rate.

Nadaskay opened the public hearing. No comments were presented. Nadaskay closed the public hearing.

Minshew read the resolution by title.

Motion made by Mayor Pro Tem R. Smith, Seconded by Commissioner G. Smith.

Voting Yea: Mayor Nadaskay

2. Ordinance 2025-14 Adopting Fiscal Year 2025-2026 Budget - 2nd Reading

Nadaskay opened the public hearing. No public comment was presented. Nadaskay closed the public hearing.

Minshew read the ordinance by title.

Braxton explained differences to the budget since the first reading that were based on actuals that were received since then.

Motion made by Commissioner G. Smith, Seconded by Mayor Pro Tem R. Smith.

Voting Yea: Mayor Nadaskay

CITY MANAGER / NON-CONSENT

3. Achieve and Shine Learning Center Lease Agreement

Grimes presented the lease agreement and noted the City attorney made a change to the section regarding property insurance.

Motion made by Commissioner G. Smith, Seconded by Mayor Pro Tem R. Smith.

Voting Yea: Mayor Nadaskay

4. City Manager Employment Agreement

The Commission discussed the agreement, noting the only changes from the previous employment contract were to make the term five years instead of three years, and a moderate pay increase each year after year one.

Motion made by Commissioner G. Smith, Seconded by Mayor Pro Tem R. Smith.

Voting Yea: Mayor Nadaskay

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 5:32 pm.

Strategic Plan Progress

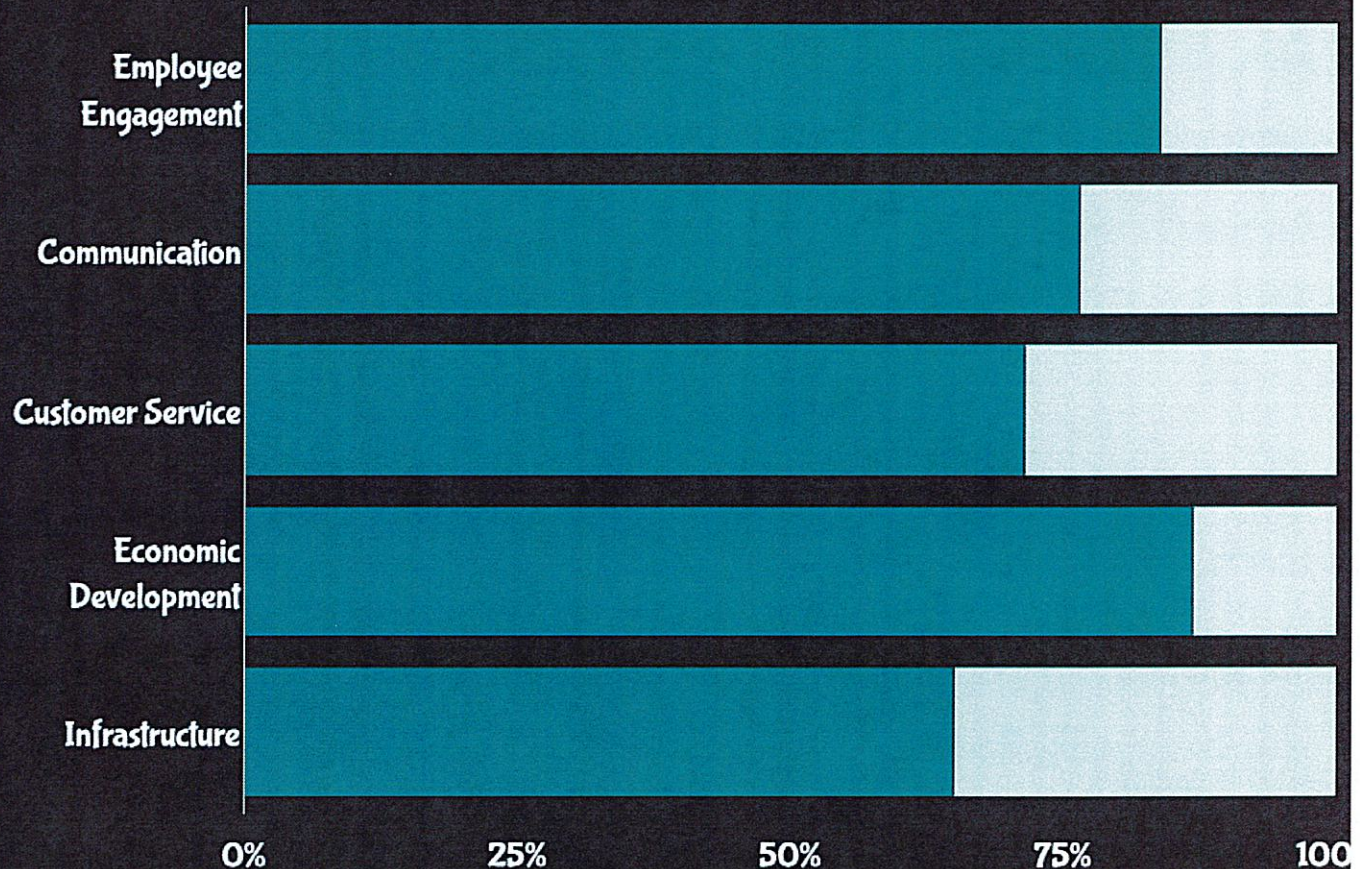
Item # 2.

Completed

72

Needed

94



Short-Term Goals

Completed
60

Needed
67

89%

Mid-Term Goals

Completed
6

Needed
12

50%

Long-Term Goals

Completed
7

Needed
15

46%

Progress by Goal

Item # 2.

	Key Result Area	Goal Name	Progress
1	Employee Engagement	1 Become an employer of choice in our industry	92%
		2 Align employees with the organization's goals and values	83%
		3 Improve employee happiness and well-being	89%
		4 Build culture of high performance	65%
2	Communication	1 Effectively communicate our strategic plan progress	88%
		2 Revamping and updating the City website	73%
		3 Maintaining & improving ease of communication from City to citizens	50%
		4 Strengthen interdepartmental communications	85%
		5 Enhance Community Safety	76%
3	Customer Service	1 Build a culture within the City that is service oriented and provides great customer service, every time.	65%
		2 Ensure the City is easily accessible	0%
		3 Increase our capability to resolve issues at first point of contact	95%
4	Economic Development	1 Increase funding from alternative sources	100%
		2 Improve the City's economic capacity	100%
		3 Create a welcoming environment for businesses, residents, and visitors	77%
		4 Grow the City	71%
5	Infrastructure	1 Maintain/Improve current facilities and infrastructure	48%
		2 New infrastructure ventures/opportunities	83%
		3 Create & maintain equipment replacement schedule	67%

Grand total

Employee Engagement Detail

☐ Short-Term
☐ Mid-Term Item # 2.
☐ Long-Term

Strategy Name				Progress
1	1	a	Review the pre-hire and post-hire consolidated documents that highlight the City of Wauchula's policies/packages offered to our employees that are ...	100%
		b	Participate in 4 recruitment efforts per year	50%
		c	Review the new hire orientation process checklist annually	100%
		d	Ensure new employee tour the City's departments and properties within 1 month of hire	100%
2	a		Produce/review an annual step plan that shows the estimated/projected pay rate increase after each year	100%
			Apply for 5 grant opportunities to ensure any local budgetary shortfalls do not cause a decrease in the total number of officers available to respond t...	100%
2	1	a	Annually promote our employee recognition program across all departments at employee meetings	100%
		a	Utilize the newsletter, Wauchula City Connect Facebook page, or email to highlight employees	50%
3	a		2 city-wide meetings per year	100%
	1	a	Host at least 8 monthly activities, annually	100%
		b	Offer 4 exercise incentives annually	100%
		c	Review wellness point system annually	100%
	2	a	Annual Administration and Police Department holiday luncheon	100%
		b	Group gatherings determined by a survey given out 2 months prior to the event held at and by public works using their employee appreciation funds	100%
		c	Update on funds available to city supervisors Bi-Annually	100%
	3	a	April & October staff meetings	100%
		b	December luncheon	100%
		c	July luncheon	0%
4	1	a	Ensure new office staff complete the ride-along program to have cross-department exposure within 30 days of hire	100%
	2	a	Promote professional development training and/or conferences to employees quarterly	25%
		b	Promote crime scene processing training for one patrol officer annually	40%
		c	Annually review advanced criminal justice support training needs	60%
3	a		Distribute Years of Service awards	100%

Grand total

Communication Detail

☐ New Short-Term
☐ New Mid-Term
☐ New Long-Term

Item # 2.

Strategy				Progress
1	1	a	Update dashboard quarterly by assigned individuals	75%
		b	Present dashboard to all employees at semi-annual meetings	100%
2	1	a	Visit at least 3 other municipality websites twice a year to ensure C.O.W. is on trend	67%
		b	Annually review and determine if a quote for revamp of format is needed	100%
	2	a	Generate weekly content for the website/social media	96%
		b	Review everything on the website and update as necessary annually	100%
		c	Provide an opportunity for regular feedback from end users through community surveys	0%
3	1	a	Implement texting service for customers	0%
		b	Community involvement with booths at least 3 times a year	100%
4	1	a	Have at least 20 staff meetings with leadership team	100%
		b	Monthly newsletters & Wauchula City Connect Facebook page posting relevant City staff information	100%
		c	Semi-annual all staff meetings	100%
		d	Review monthly and update as needed the employee department listing photo album on Wauchula City Connect	50%
		e	Facilitate at least 10 public works supervisor meetings annually	100%
		f	Review Wauchula City Connect Facebook page members monthly	58%
5	1	a	Take a proactive community policing approach and engage both residents and businesses and instruct them in crime prevention techniques at a mini...	100%
		b	Implement a crime prevention program specifically designed to reduce criminal activity during the holiday season between Thanksgiving and Christ...	100%
		c	Develop an early warning system/mentoring program for at-risk youth to reduce recidivism	0%
		d	Conduct 6 proactive criminal investigations annually	67%
		e	Maintain at least 1 trained uniform patrol personnel as a crime prevention specialist to enhance residential and business efforts	100%
		f	Conduct 20 deployments of the speed enforcement trailer and/or personnel to target areas	100%
		g	Conduct no less than 50 grant-funded proactive law enforcement shifts per grant awarded	68%

Grand total

24

Customer Service Detail

New Short-Term

New Mid-Term

New Long-Term

Item # 2.

Strategy				Progress
1	1	a	Ensure all employees within Customer Service department complete training within one month of hire	100%
		b	Develop a secret customer program to conduct interactions with Customer Service department	0%
2	a	Annual review will be conducted to determine if current staffing levels, and shift assignments, are at an appropriate level for the total number of calls...		100%
3	a	Annual reviews will be conducted to determine if our response time(s) have increased or decreased and whether reassignment of personnel could inc...		60%
2	1	a	Explore at least 2 other avenues to access the city both during and after hours	0%
3	1	a	Customer-generated service/work orders that are still outstanding after 10 business days, will receive a phone call with a status update	100%
		b	Every customer generated service/work order contain all information needed for service contact	85%
2	a	Run weekly report on open service orders Wednesday mornings		100%
		Run daily reports on billing related open service orders		97%

Economic Development Detail

☐ New Short-Term
☐ New Mid-Term
☐ New Long-Term

Item # 2.

Strategy				Progress
1	1	a	Review grant, sponsorships and donations opportunities 6 months to 1 year from the potential start date or purchase	100%
	2	a	Seek/utilize funding for appropriate projects from at least 2 different sources	100%
2	1	a	Pursue annexations by reviewing two potential locations annually	100%
		b	Invest in and redevelop at least one property annually	100%
		c	Explore at least two opportunities for public/private partnerships per year	100%
3	1	a	Review city codes & community suggestion surveys for needed code updates annually	100%
		b	Look into 1 vacant property per month and how to improve it	92%
	2	a	Conduct at least 10 in-person customer interactions per month as it relates to Code Enforcement	75%
		b	Open at least 20 code violation cases per month	100%
		c	Open at least 5 minimum maintenance code violation case per month	97%
		d	Promote the code enforcement "Report A Problem" forum on City website and/or app annually	0%
4	1	a	Establish territorial agreements with other power suppliers for undeveloped properties	0%
		b	Share territorial agreements with county's building department and property appraiser's office	0%
	2	a	Prioritize one vacant property for development annually	100%
	3	a	Tax abatement	100%
		b	Impact fee waivers	100%
		c	Cost to Revenue return - electric rate tariff	100%
		d	WTP/WWTP forgiveness (i.e., tap fees, lift station installation, impact fees, etc.)	100%

Grand total

Infrastructure Detail

Item # 2.

Strategy				Progress
1	1	a	Gather information from supervisor for 20 departments (which excludes legal and purchase power) for budget process by May 1st each year for curr...	100%
		b	Utilize Capital Improvement Plan (CIP) to prioritize items for budget	100%
		c	Identify elements of the water system to be formally assessed and prioritized	100%
		d	Identify elements of the sewer system to be formally assessed and prioritized	100%
		e	Identify elements of the electric system to be formally assessed and prioritized	0%
		f	Create an assessment schedule of the water system elements for improvement	0%
		g	Create an assessment schedule of the sewer system elements for improvement	0%
		h	Create an assessment schedule of the electric system elements for improvement	0%
2	a		Implement a funding plan for road improvements based on the Wauchula Pavement Evaluation Report.	16%
		b	Implement a funding plan for park improvements based on the Park Element of CRA Master Redevelopment Plan	67%
2	1	a	Maintain/review CRA master plan every 5 years or as needed	100%
		b	Maintain/review airport master plan every 5 years or as needed	100%
		c	Maintain/review utilities master plan every 5 years or as needed	100%
		d	Explore need for electric distribution master plan	0%
		e	Explore oportunities for general facility for training, events, etc. every 5 years	100%
		f	Explore possibility of having feasibility study done using an outside service for a solar farm every 5 years	100%
		g	Utilize alternative funding to purchase technology (automated license plate readers, cell phone cloning)	45%
2	a		Consider potential development of surrounding areas with every new utility extension installation	100%
		b	Public Works interdepartmental communication prior to every new utility implementation discussed at each supervisor monthly meeting	100%
3	1	a	Create a fleet & equipment replacement schedule	50%
		b	Annually update fleet & equipment replacement schedules	50%
		c	Annually update computer replacement schedule	100%

Grand total

27

ORDINANCE 2025-15

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR ADJUSTMENTS TO THE BUDGET FOR THE 2024-2025 FISCAL YEAR PURSUANT TO SECTIONS 166.241 AND 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.241, Florida Statutes, mandates that the governing body of each municipality establish a fiscal year beginning October 1, of each year and ending September 30, of the following year and adopt a budget for each fiscal year; and

WHEREAS, Section 166.241, Florida Statutes mandates that the amount available from taxation and other sources, including amounts carried over from prior fiscal years, must equal the total appropriations for the expenditures and reserves; and

WHEREAS, Section 200.065, Florida Statutes mandates the methodology to be used by the governing body of a municipality when adopting a budget; and

WHEREAS, the budget duly adopted by the City Commission (the “Commission”) for the 2024-2025 fiscal year balanced the amount available from taxation and other sources with the amount appropriated for expenditures and reserves; and

WHEREAS, Sandee Braxton the Finance Director of the City, has recommended to the Commission various and sundry line item adjustments to the 2024-2025 fiscal year budget; and

WHEREAS, in the exercise of its authority, the Commission has determined it is necessary and in the best interest of the public health, safety and general welfare of the City and its residents to make various and sundry line item adjustments to the 2024-2025 fiscal year budget, as recommended by the City’s Finance Director.

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

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.

2. The City Commission hereby approves the various and sundry line-item adjustments to the 2024-2025 fiscal year budget recommended by the City’s Finance Director, a copy of which is attached hereto and by this reference made a part hereof.

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

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 provision of this ordinance are hereby declared severable.

5. This Ordinance shall be effective upon its adoption.

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

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 November, 2025; that the first reading of said ordinance was held on the 13th day of October, 2025; that the public hearings were held on the 13th day of October, 2025; and on the 10th day of November, 2025; and that the second and final reading of said ordinances was held on the 10th day of November, 2025.

Stephanie Camacho, City Clerk

Fiscal Year 24-25 Final Budget Adjustments

	ORIGINAL BUDGET	ADJUSTMENTS	FINAL BUDGET
GENERAL FUND	5,143,322	1,643,933	6,787,255
CRA FUND	5,483,446	-	5,483,446
AIRPORT FUND	350,266	529,045	879,311
UTILITY FUND	11,267,621	2,367,650	13,635,271
SANITATION FUND	1,405,000	-	1,405,000
	23,649,655	4,540,628	28,190,283

GENERAL FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE	DECREASE
001.515.53135	HISTORIC PRESERVATION UPDATE	25,000	
001.334595	FL COM HIST PRES GRANT	25,000	
001.515.56310	VULNERABILITY ASSESSMENT GRANT	19,490	
001.334590	DEP VULNERABILITY ASSESS GRANT	19,490	
001.515.56320	INLAND PORT FEASIBILITY STUDY	100,750	
001.334600	DEPT OF COMM- INLAND PORT STUDY	100,750	
001.519.56410	CAPITAL- ARPA	556,094	
001.332000	OTHER FINANCIAL ASSISTANCE- ARPA FUND	556,094	
001.519.56500	WAREHOUSE PARKING & PAVING	65,075	
001.332000	OTHER FINANCIAL ASSISTANCE- ARPA FUND	65,075	
001.521.51415	OVRTM- FDOT- OCCUPANT SAFETY	18,865	
001.334201	ST GRNT- FDOT- OCCUPANT SAFETY	18,865	
001.521.55225	OP EXP-- JAG- PATROL PROTECT	9,760	
001.331225	FED GRNT- JAG PATROL PROTECTION	9,760	
001.521.56410	CAPITAL EQUIPMENT- BYRNE- UTV	8,700	
001.331226	FED GRNT- BYRNE PD- UTV	8,700	
001.541.56310	MELENDY ROADWAY IMPROVEMENTS	696,976	
001.331492	ARPA- FDOT MELENDY GRANT	696,976	
001.541.56320	HOGAN STREET EXTENSION	65,077	
001.334490	DEPT OF COMM- HOGAN ST GRANT	65,077	
001.521.56360	ALABAMA ROADWAY IMPROVEMENTS	4,651	
001.334550	FDOT SCOP GRANT- ALABAMA	4,651	
001.521.56370	TENNESSEE ROADWAY IMPROVEMENTS	4,695	
001.334560	FDOT SCOP GRANT- TENNESSEE	4,695	
001.541.56390	HUD- OAK, BAY, PALMETTO IMPROVEMENTS	68,800	
001.331491	HUD GRANT- OAK, BAY, & PALM	68,800	

AIRPORT FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE	DECREASE
402.542.56305	RUNWAY EXTENSION STUDY	40,015	
402.334412	FDOT- RUNWAY STUDY	40,015	
402.542.56306	RUNWAY EXTENSION DESIGN & CONSTRUCT	451,584	
402.334415	FDOT- RUNWAY EXTENSION DESIGN & CONSTRUCT	451,584	
402.542.56350	CAP- T-HANGAR DESIGN & CONSTRUCT	11,148	
402.334414	FDOT- T-HANGAR#1 DESIGN & CONSTRUCT GRANT	11,148	
402.542.56220	HANGAR REPAIR- HURRICANE IAN	26,298	
402.389920	INSURANCE REIMBURSEMENT- MILTON	26,298	

UTILITY FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE	DECREASE
410.502.56610	LP- AMI METER REPLACEMENT	281,184	
410.334317	LP GRANT- AMI METER REPLACEMENT	281,184	
410.533.56600	ELEVATED WATER TOWER	372,272	
410.334340	LP GRANT- ELEVATED TOWER TANK	372,272	
410.533.56615	LP GRANT SA3 WATERLINES	449,930	
410.334316	LP GRANT SA3 WATERLINES	449,930	
410.533.56620	SRF- WATER TOWER LINE CONNECTION	128,978	
410.334311	SRF- WATER TOWER LINE CONNECTION	128,978	
410.533.56630	EDA- HEARDBRIDGE LOOP DESIGN	101,048	
410.337325	EDA- HEARDBRIDGE LOOP DESIGN	101,048	
410.533.56640	EDA- RIVERVIEW LOOP DESIGN	155,103	
410.337320	EDA- RIVERVIEW LOOP DESIGN	155,103	
410.535.56600	SRF- DIGESTOR BLOWERS	689,842	
410.334330	SRF BIOSOLIDS TREATMENT IMPROVEMENTS- DIGESTOR	689,842	
410.539.55206	STORM EXP- HURRICANE MILTON	189,293	
410.331515	FED GRANT- FEMA MILTON	100,904	
410.331520	FED GRANT- FDEM MILTON	88,389	

ORDINANCE NO. 2025-04

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

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the City of Wauchula, Florida, (the "City") to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment 25-01SS**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

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

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting on March 17, 2025, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the City Commission for adoption; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Commission held a meeting and hearing on this amendment, with due public

notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

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

The Future Land Use Map is amended to specifically change the Future Land Use Classification from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000) and shown on the Proposed Future Land Use Map attached as Exhibit "A".

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

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

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

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

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

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this ____ day of ____, 2025.

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

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

(SEAL)

ATTEST:

APPROVED:

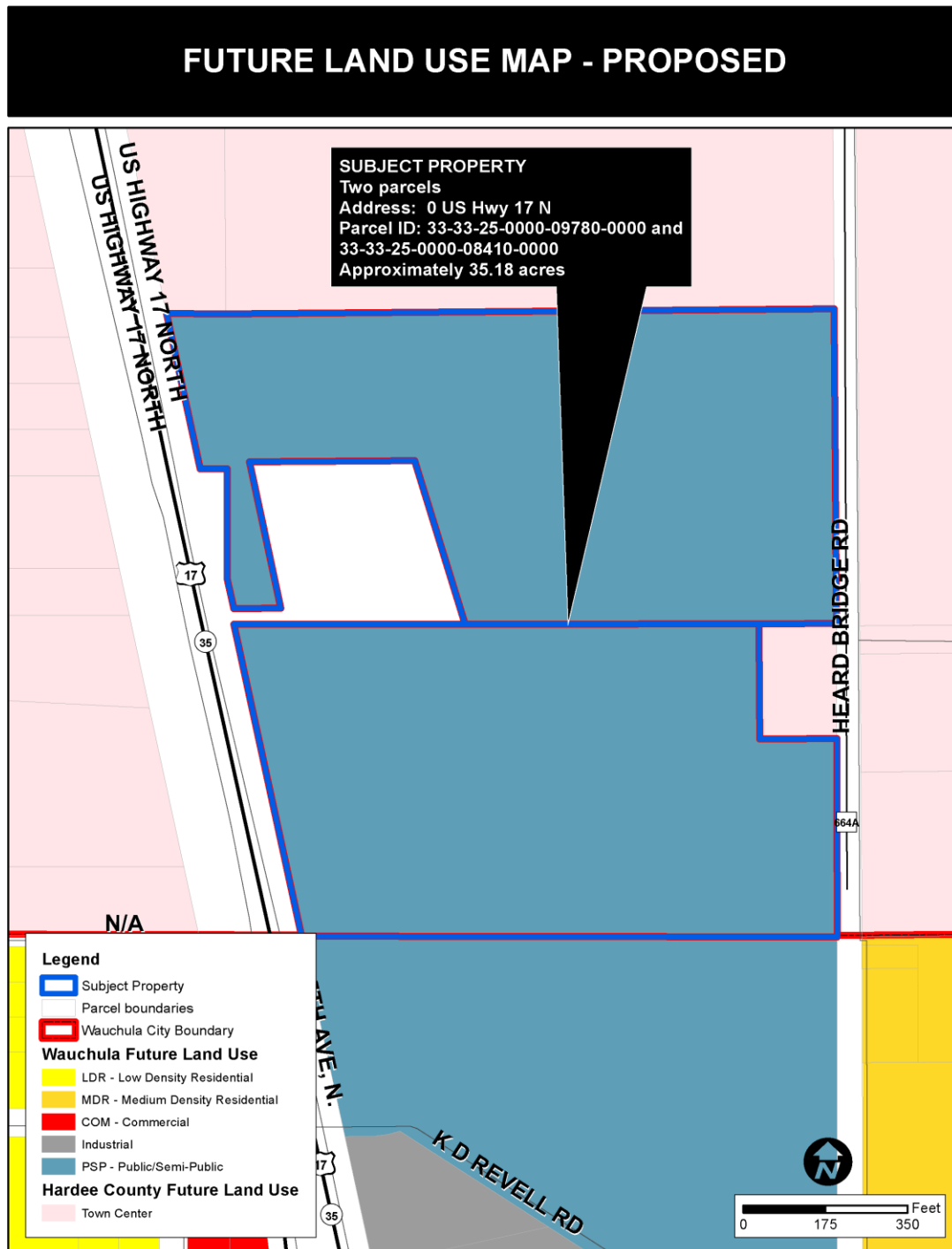
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

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





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

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

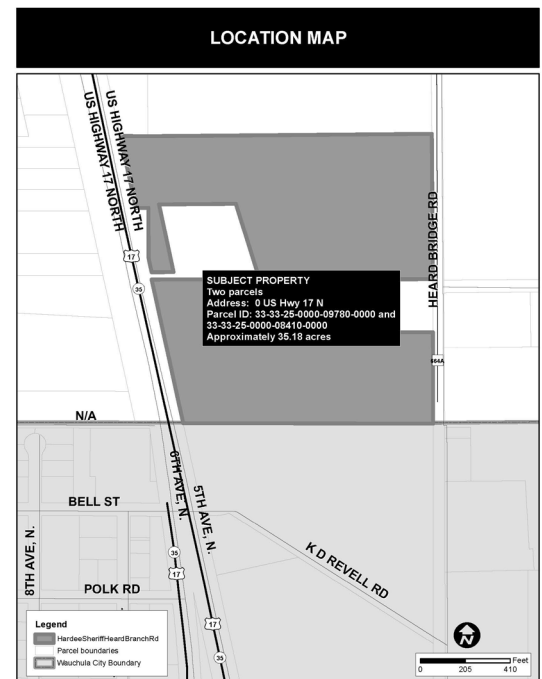
AGENDA DATE: October 13, 2025

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

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

BACKGROUND:

The Hardee County Board of County Commissioners (applicant) is requesting the assignment of a City of Wauchula Future Land Use and Zoning designation on a 35.18-acre property (two parcels) that was recently annexed into the City. They are requesting the City assign a Future Land Use designation of Public/Semi-Public (PSP) to recognize the property as County Owned. The County withdrew the request for the zoning amendment for a Zoning District of Public/Semi-Public (P/SP). The County plans on applying for a zoning amendment to Planned Unit Development (PUD) to facilitate the development of a new Hardee County Sheriff's Office Administration building and jail in the future.



FUTURE LAND USE REQUEST

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

EXISTING FUTURE LAND USE

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

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

PROPOSED FUTURE LAND USE

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

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

PROPERTY INFORMATION

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



Property 0 US Hwy 17 N (Google Maps March 2025)

ANALYSIS:**SURROUNDING PROPERTIES:**

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

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

LAND USE IMPACTS ANALYSIS:

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

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

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

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

PUBLIC FACILITIES AND SERVICES ANALYSIS:

Potable Water and Wastewater

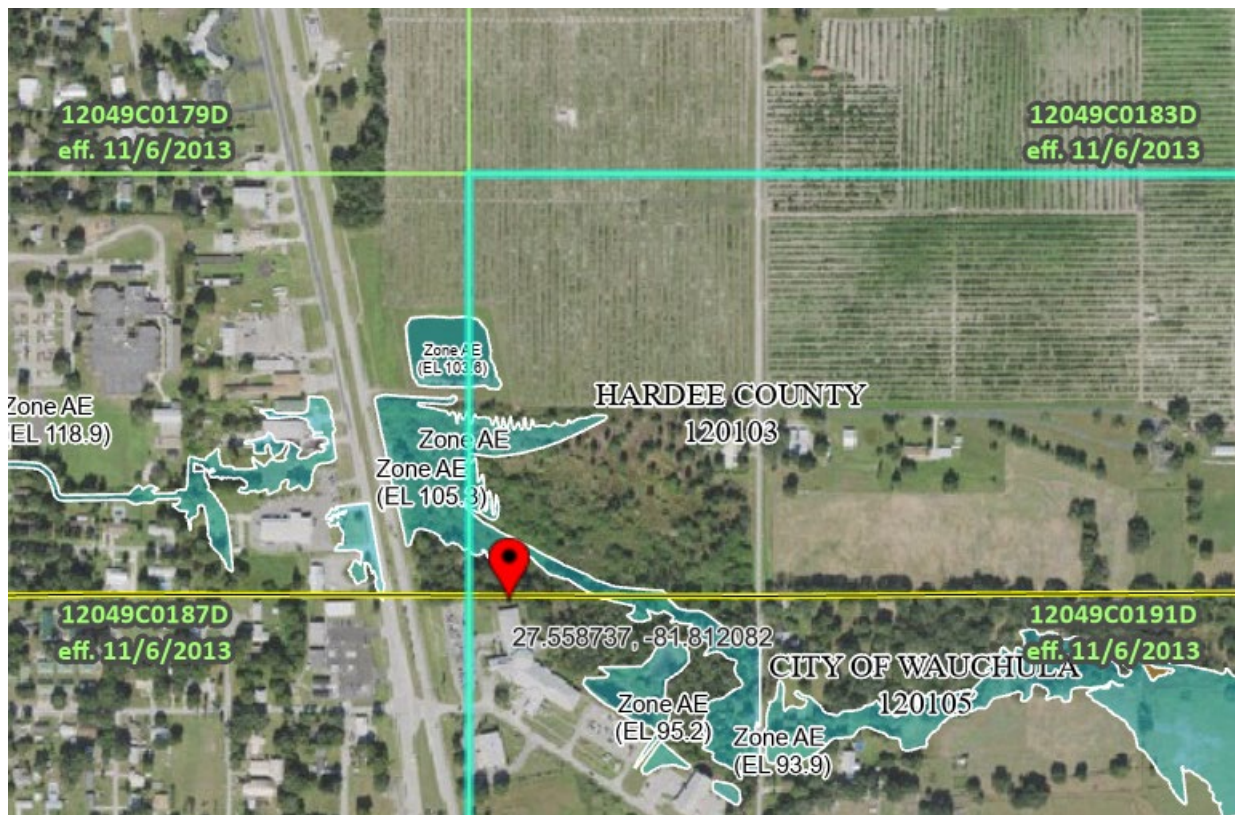
The City has capacity in both systems to serve development of this property. The applicant will be responsible for connections to the City's systems.

Traffic/Transportation

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

Environmental Impacts

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



School Impacts

School impacts generated by proposed development would be addressed at time of development.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

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

SITE SELECTIN COMMITTEE:

Per the City Commissions' instruction at the July 14, 2025 Commission Meeting, a Stite Selection Committee was established to evaluate different site locations to find the best site for this project

The Site Selection Committee ultimately selected the original site (Parcel 33-33-25-0000-08410-0000) for the project. Over the course of three separate meetings, the Sie Selection Committee reviewed potential locations based on key criteria: a minimum of 15 acres, proximity to or availability of City utilities, and location within or adjacent to the city limits.

Initially, nine properties were considered. Through detailed discussions and evaluations, the list was narrowed down to four, including the original site. At the third meeting, County Manager Mr. Atchley reported that he had contacted the owners of the other three remaining

properties. Two of the owners were not willing to sell, while the third indicated the property would be unaffordable.

As a result, the Site Selection Committee refocused on the original site and voted to move forward with it as the selected location.

PLANNING AND ZONING BOARD MOTION:

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

PUBLIC HEARING: FUTURE LAND USE

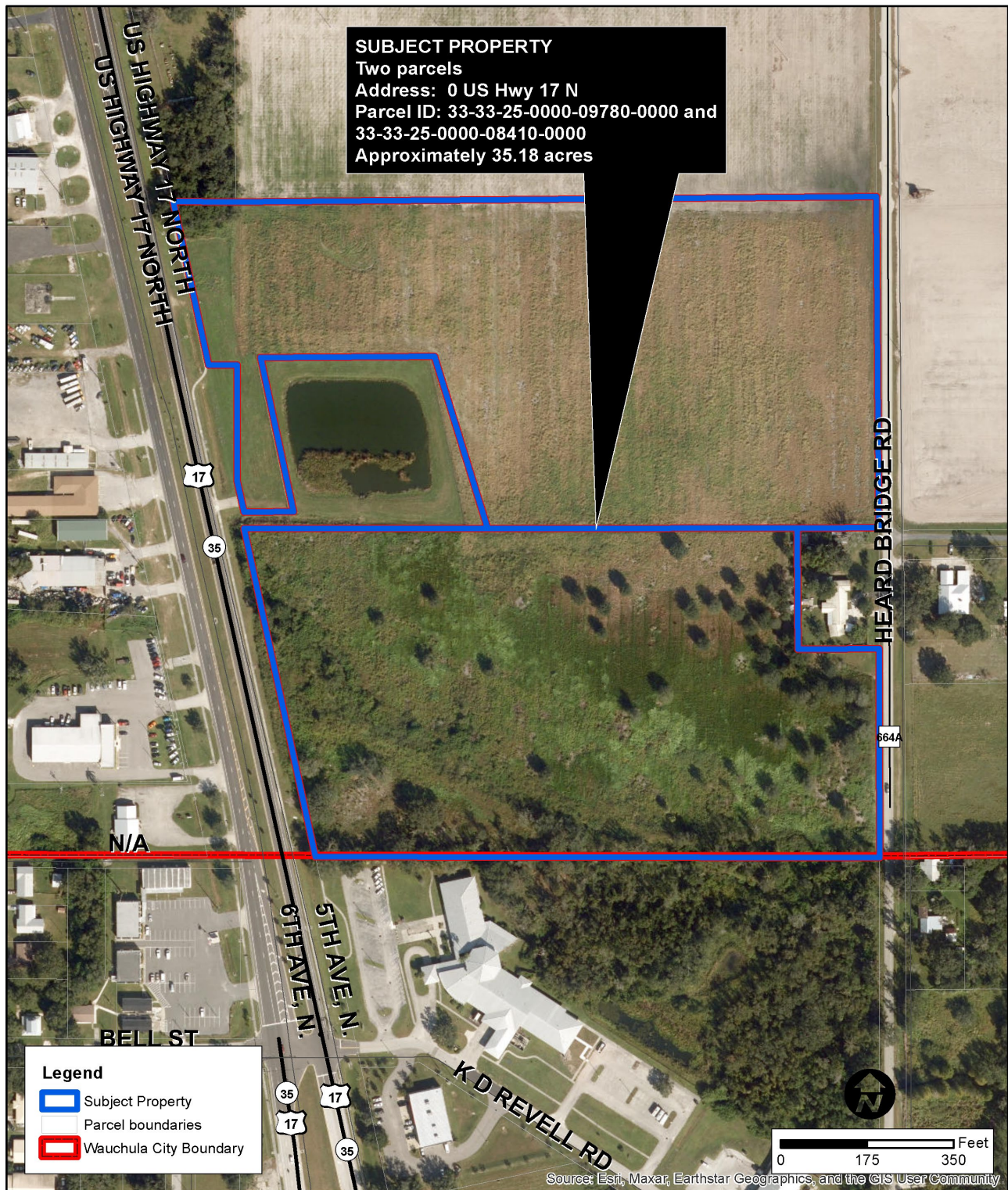
MOTION OPTIONS:

1. I move **approval of Ordinance 2025-04** for a change in Future Land Use from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
2. I move **approval of Ordinance 2025-04 with changes** for a change in Future Land Use from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
3. I move **denial of Ordinance 2025-04** for a change in Future Land Use from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located at 0 US Hwy 17 N (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).
4. I move **continuation to a date and time certain**.

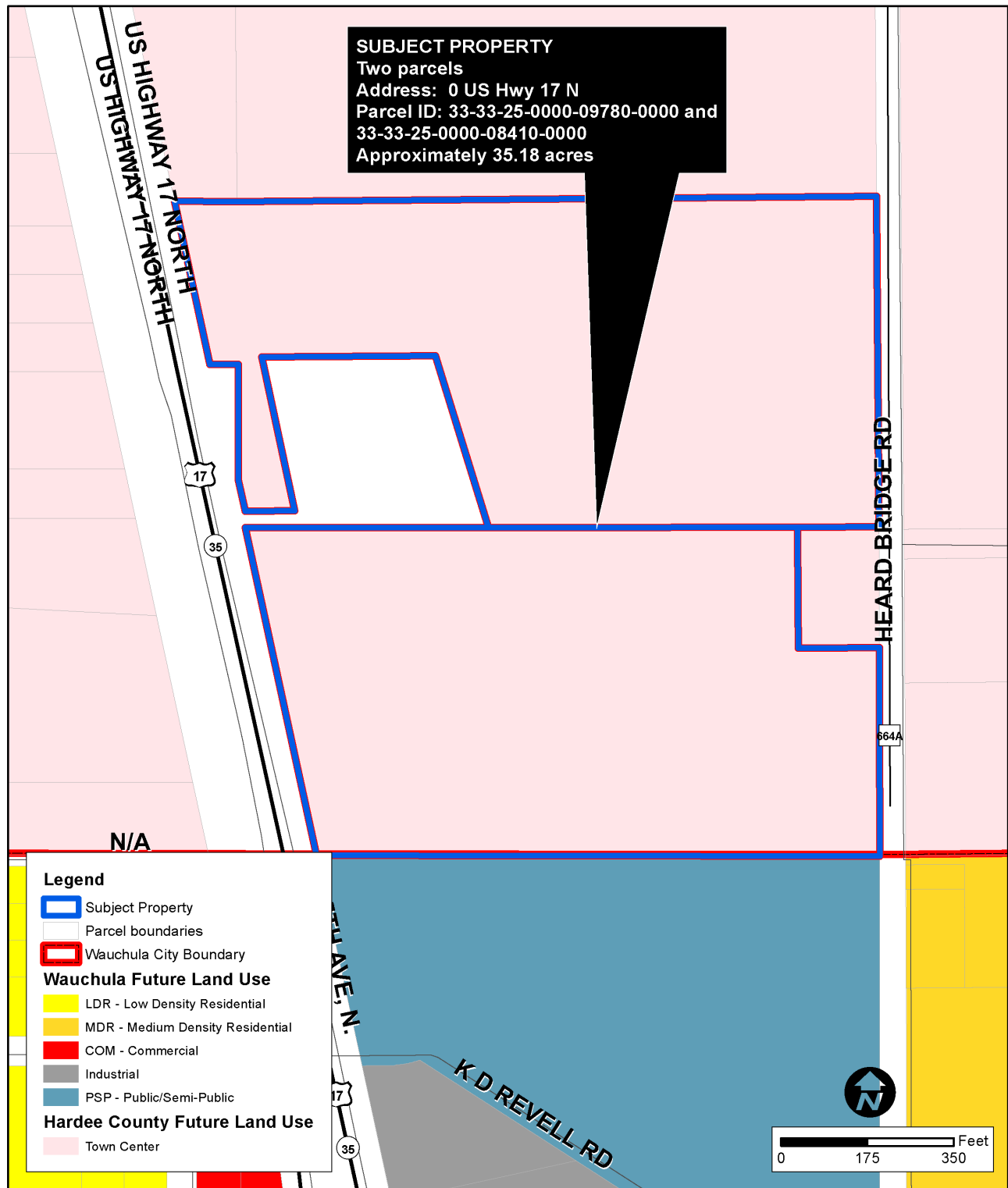
Attachments:

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

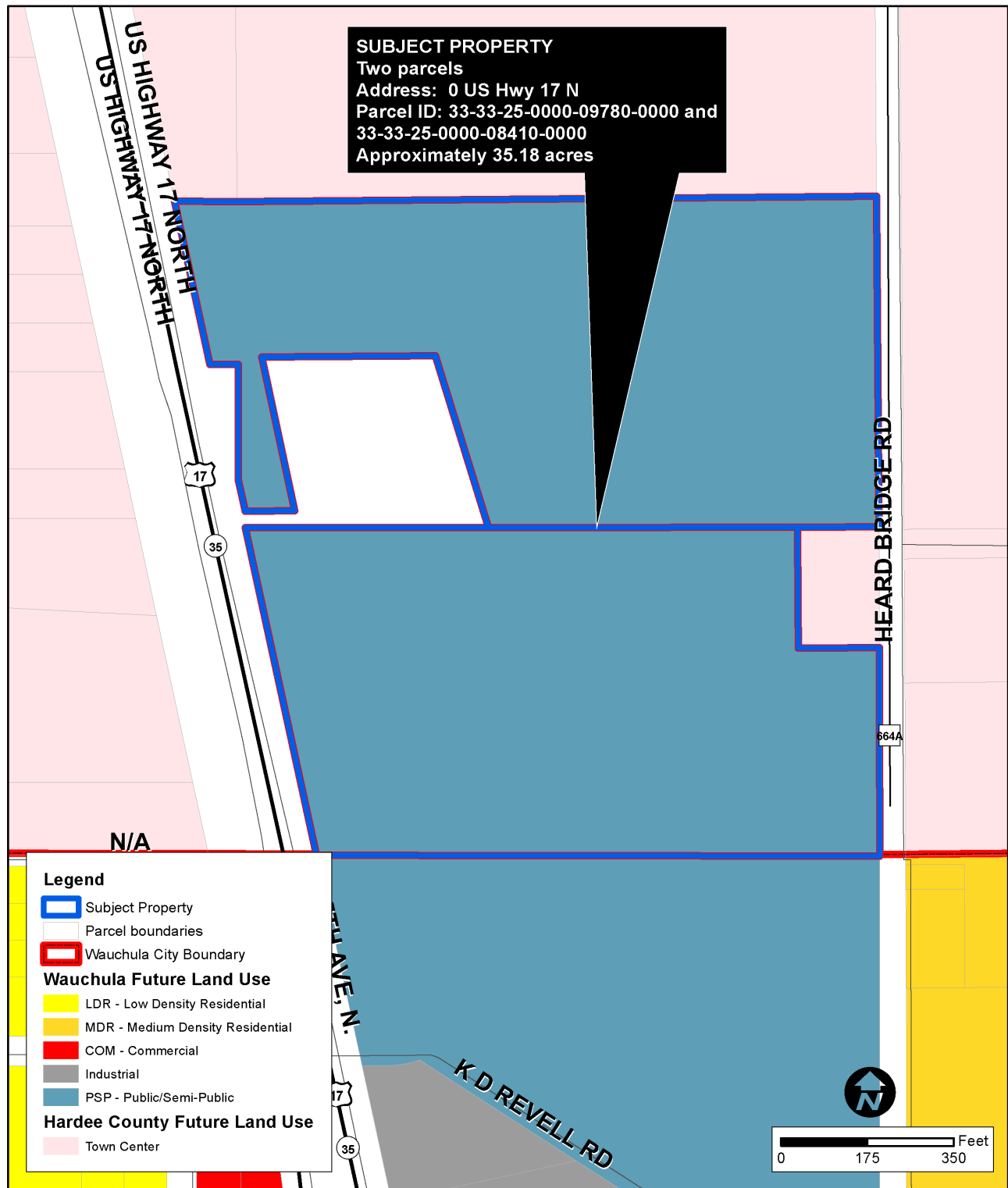
AERIAL MAP



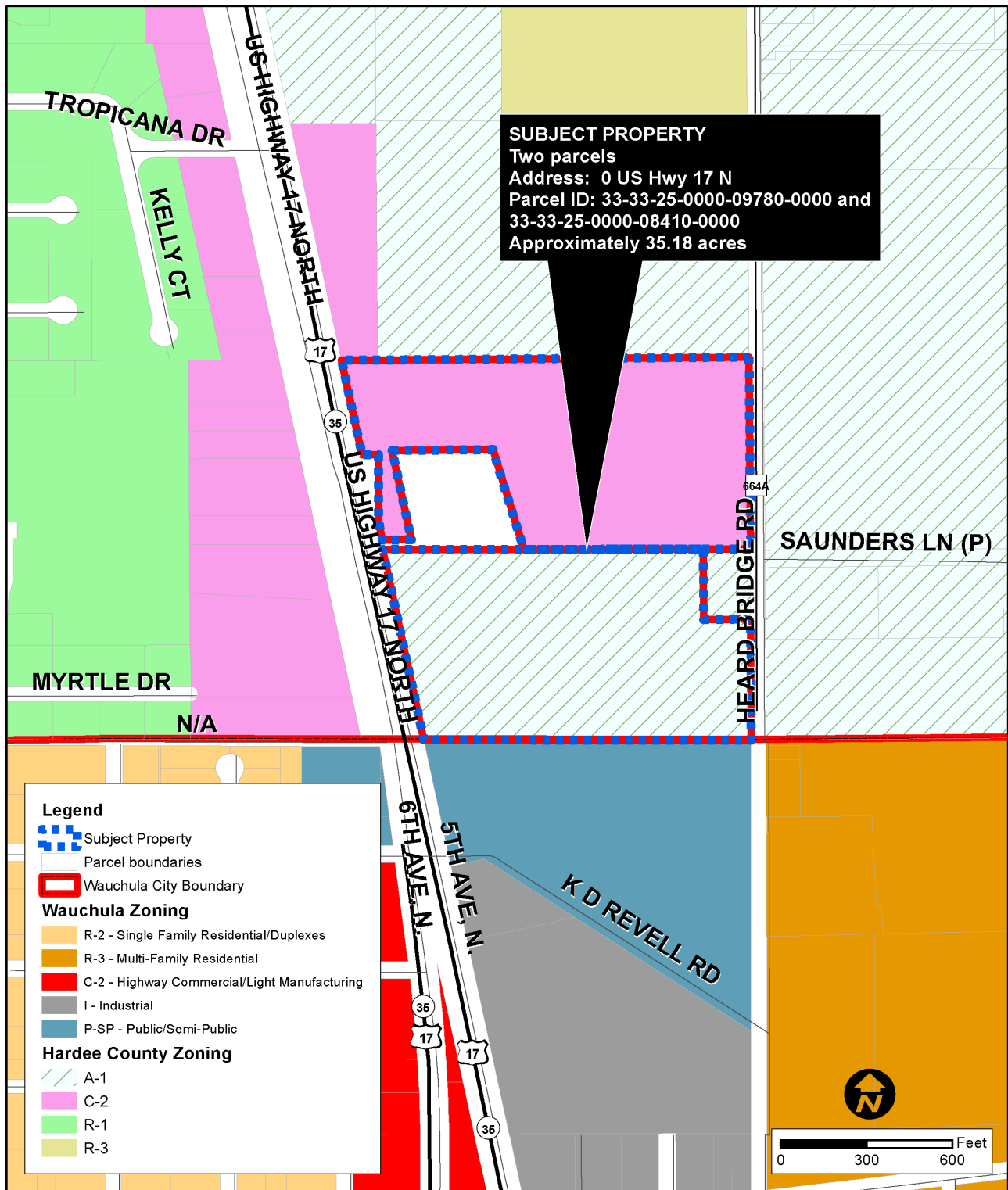
FUTURE LAND USE MAP - EXISTING



FUTURE LAND USE MAP - PROPOSED



ZONING MAP - EXISTING



ORDINANCE NO. 2025-04

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

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the City of Wauchula, Florida, (the "City") to plan for future development and growth and to adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the City; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment 25-01SS**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

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

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting on March 17, 2025, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the City Commission for adoption; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Commission held a meeting and hearing on this amendment, with due public

notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

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

The Future Land Use Map is amended to specifically change the Future Land Use Classification from County Town Center to City Public/Semi-Public (PSP) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000) and shown on the Proposed Future Land Use Map attached as Exhibit "A".

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

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

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

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

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

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this ____ day of ____, 2025.

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

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

(SEAL)

ATTEST:

APPROVED:

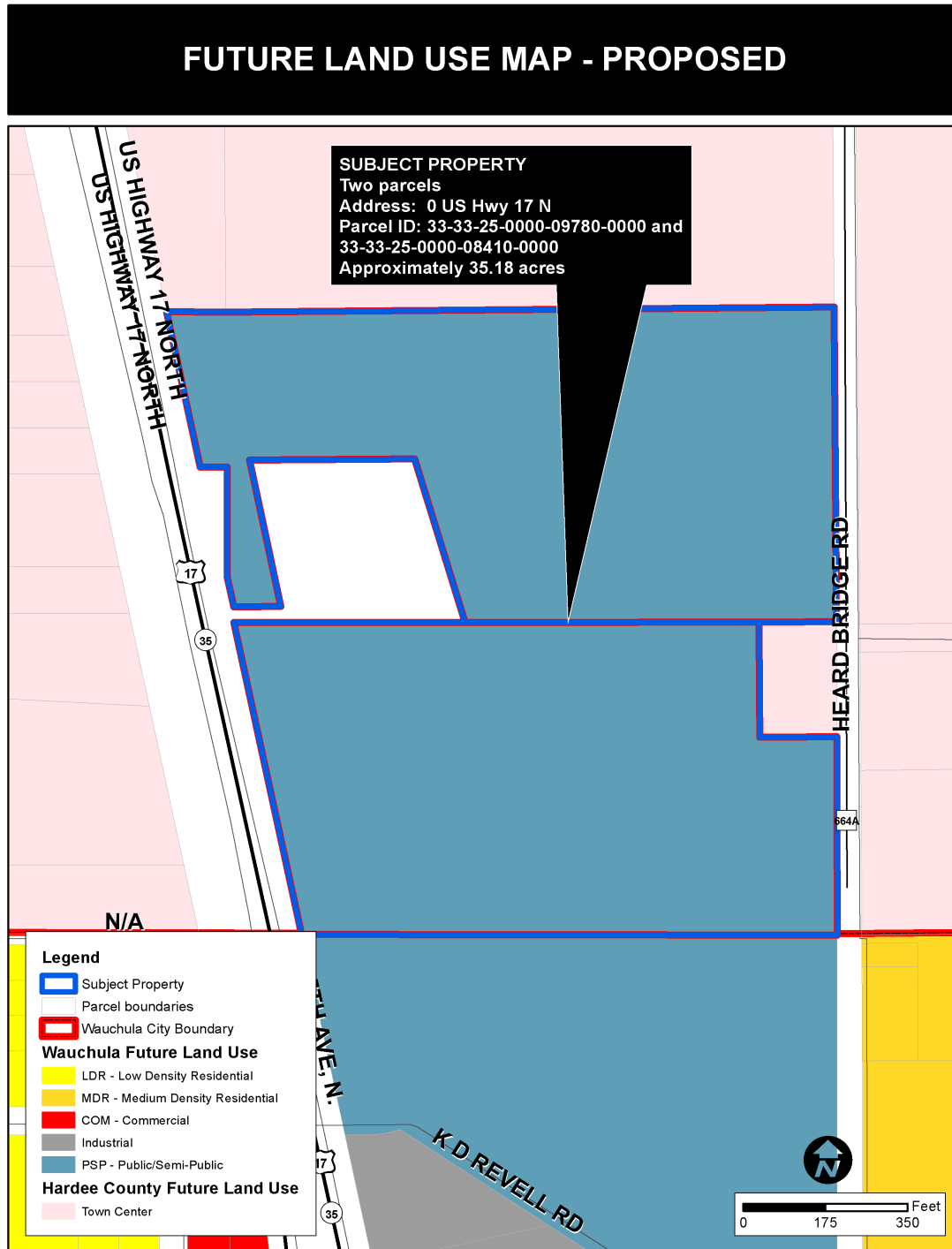
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

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



The September PCA should be \$0.0075, the same as the prior month. The tax-exempt portion should be \$0.015, a decrease from the prior month.

RESOLUTION 2024-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, APPROVING THE PROPOSAL FROM CHASTAIN-SKILLMAN, INC., A FLORIDA CORPORATION; PROVIDING FOR THE APPROVAL OF A MASTER CONSULTING AGREEMENT; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority provided in Chapter 166, Florida Statutes ("Municipal Home Rule Powers Act") and Chapter 287.055, Florida Statutes ("Consultant's Competitive Negotiations Act") the City of Wauchula, Florida (the "City") may enter into contracts with professional consulting firms for ongoing services; and

WHEREAS, after publishing Requests for Qualifications (the "RFQs") on Demand Star and on the City's website, in July 2025, the City received one proposal for the purpose of serving Construction Engineering and Inspection Services for the Alabama Street Resurfacing Project; and

WHEREAS, on September 8, 2025, staff recommended to the City Commission (the "Commission") of the City, approval of the proposal from Chastain-Skillman, Inc., a Florida corporation ("Chastain-Skillman") which fully complied with the RFQs; and

WHEREAS, in the exercise of its authority, the Commission has determined that it is in the best interest of the public health, safety and general welfare of the City and its residents, to enter into a Master Consulting Agreement with Chastain-Skillman for Construction Engineering and Inspection Services for the Alabama Street Resurfacing Project

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

1. The Master Consulting Agreement by and between the City and Chastain-Skillman, for Construction Engineering and Inspection Services, shall be and is hereby approved, a copy of which is attached hereto and made a part hereof by this reference.
2. Olivia Minshew, City Manager, is authorized to execute said agreement on behalf of the City.
3. This resolution shall become effective upon adoption by the Commission.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the ____ day of _____, 2025.

(SEAL)

ATTEST:

CITY OF WAUCHULA

Stephanie Camacho, City Clerk

By:_____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By:_____
Kristie Hatcher-Bolin, City Attorney

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and Chastain-Skillman, LLC., a Delaware Limited Liability Corporation, headquartered in Lakeland, Florida 33801, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____.

WHEREAS, CITY owns and maintains Alabama Street ("Alabama"); and

WHEREAS, CITY has been awarded state funding through FDOT's Small County Outreach Program to resurface Alabama Street, and

WHEREAS, CITY requires Construction Engineering and Inspection Services for the Alabama Resurfacing Project; and

WHEREAS, CITY has solicited these services in RFQ #25-01, included by reference as to the scope of services contained herein; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the City 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 City has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services;

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 City Manager.

1.2 The term of this Agreement shall commence upon the effective date of this Agreement and shall continue through the completion of the Alabama Street Resurfacing Project, which Completion Date the City will communicate to the Consultant in writing unless otherwise extended or terminated as provided herein.

1.3 The City Manager 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 set forth in Exhibit "A" to this Agreement, and other services as may be further specifically designated and authorized by the CITY in writing. Such written authorization will be referred to as a Consultant Services Authorization (CSA) and all provisions of this Agreement apply to the executed CSA with full force and effect as if reproduced in full within each written CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon due execution of the CSA by the City Manager.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time in which it is to be completed. CONSULTANT recognizes that execution of this Agreement is not a guarantee that work will be assigned to the Consultant, that Consultant is providing its services on a non-exclusive basis, that the CITY, at its option, may employ several different consultants to perform the work described, and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 When the CONSULTANT and the CITY enter into a Consultant Services Authorization (CSA) where the term of the CSA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the CONSULTANT and the CITY agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the CITY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of the MCA. It does not apply when a CSA expires or is cancelled prior to the expiration of the MCA.

3.0 Compensation

3.1 General

3.1.1 CITY 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 that 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 Master Consulting Agreement, after mutual written agreement of the parties. Such amendments may be executed annually, no earlier than one year from the effective date of the Agreement. The City Manager will approve and execute any fee schedule amendment

mutually agreed by the parties in writing. Such amendment shall operate prospectively only and shall not alter fee schedules for CSAs 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 CSA.

3.1.4 Invoices must reference the applicable Consultant Services 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 CITY of a correct, fully documented, invoice, in a form and substance satisfactory to the CITY, with all appropriate cost substantiations attached. All invoices shall be delivered to:

City of Wauchula
126 S. 7th Avenue
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 invoice to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, the CONSULTANT waives any and other further charges not properly included on this final invoice.

3.1.7 Payment of the final invoice shall not constitute evidence of the CITY'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 CITY and, if so requested, shall be furnished by CONSULTANT to the Finance Director's satisfaction.

3.1.9 CONSULTANT's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable expenses

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 fee schedule outlined in "Exhibit B" contained herein. All requests for reimbursement of expenses must include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. In order to be reimbursed, CONSULTANT must provide documentation sufficient to

establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls
- Mileage
- Travel costs
- Durable goods

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and CITY policy for pre-approved out-of-county travel.

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 CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Wauchula 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, i.e., durable goods, as described in Section 3.2.6.

4.0 Insurance

4.1 General Provisions

4.1.1 Before any work commences, CONSULTANT 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 in Sections 4.2 through and including 4.7, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONSULTANT

shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance 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 CITY. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

4.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. 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 a 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 CITY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY 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 coverages.

4.1.7 To the extent applicable, CONSULTANT will ensure that all subcontractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All CONSULTANT's sub-contractors shall be required to include CITY 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 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 CITY.

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 coverages:

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 coverages. Such coverage shall be at least as broad as the primary coverages 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. \$1,000,000.00 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 City Manager. The CITY 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 CITY 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 CITY, 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, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification. The parties agree that 1% of the total compensation paid to CONSULTANT for the services provided under this Agreement constitutes specific consideration to CONSULTANT for the indemnification to be provided as set forth in this paragraph.

6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY), protect, and hold CITY, and its officers, employees, City Commissioners, and agents, free and harmless from and against any and all reasonable claims, actions, causes of action, liabilities, penalties, forfeitures, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the 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, or (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 CITY with respect to any such claims or damages arising out of the CITY's negligence.

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

6.2.3 CITY 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.

6.2.4 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 This Agreement does not create an employer/employee relationship between the parties. The parties agree and intend that CONSULTANT is a separate and independent enterprise from the City. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the City and the City will not be liable for any obligation incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of CONSULTANT, whether arising under state or federal law, or contract, to CONSULTANT'S employees, subcontractors, or subvendors.

7.2 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.3 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

7.4 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

7.5 The CONSULTANT shall not pledge the CITY'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 CITY in any manner.

7.6 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 Conflict of Interest. This Contract is subject to Chapter 112, Florida Statutes, and the Conflict of Interest Procedures for State Funded Grant Programs. Accordingly, CONSULTANT acknowledges and agrees that:

(1) No member, officer, or employee of the CONSULTANT or the City, during that person's tenure or for a period of two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(2) CONSULTANT shall adhere to the Conflict of Interest Procedures for State Funded Grant Programs as set forth in FDOT Topic No. 375-030-006, <https://pdl.fdot.gov/api/procedures/downloadProcedure/375-030-006>.

9.2 Restrictions on Lobbying. CONSULTANT shall comply with the restrictions on lobbying set forth in 31 C.F.R. Part 21.

9.3 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. CONSULTANT certifies that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB Guidelines at 2 C.F.R. Part 180, "Debarment and Suspension." CONSULTANT shall comply with OMB Guidelines on Debarment and Suspension (nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (subcontracts as described in 2 C.F.R. Part 180, subpart B) that the subcontract is subject to 2 C.F.R. Part 180 and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 19.

9.4 Public Records. The parties acknowledge and agree that the City is a public agency subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a company acting on behalf of 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 City to perform the services under this Agreement.

(2) Upon request from the City, provide the City 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 City.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the City all public records in the CONSULTANT's possession or keep and maintain public records required by the City to perform the services. If the CONSULTANT transfers all public records to the City 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 City, upon request from the City, in a format that is compatible with the information technology systems of the City.

(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: 863-773-3131.

If the CONSULTANT does not comply with the provisions of this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

9.5 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, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the City, 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 City 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 City's release of the requested records.

9.6 Drug Free Workplace. CONSULTANT shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place issued by the Office of Management and Budget to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONSULTANT shall comply with the relevant provisions thereof, including any amendments, which are made part of this Agreement.

10.0 Subcontracting

10.1 The CITY 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 CITY. 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 CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY 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 CITY, nor shall the CONSULTANT be authorized to use the CITY'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 City 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 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 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 City 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, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

13.0 CITY's Responsibilities

13.1 CITY shall be responsible for providing access to all CITY project sites and providing information in the CITY'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 CITY.

14.0 Termination of Agreement

14.1 In the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT, this Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY.

14.2 This Agreement may be terminated by the CITY, 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 actually rendered to the CITY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, 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 CITY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement as a result of delays in performance or the failure to perform if such delay or failure to perform is due to Uncontrollable Forces the non-performing party could not avoid even by the exercise of reasonable diligence. 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.

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 exclusively in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

16.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND THE CITY 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 covenants and agrees that no employee or applicant for employment will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the City 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 consultant under a contract with any public entity; and may not transact business with any public entity."

17.3 CONSULTANT shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.), as amended, the U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, and pertinent Executive Orders, directives, circulars, policies, memoranda, and/or guidance documents, which prohibit exclusion from participation in, denial of benefits of, or subjection to discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

17.4 CONSULTANT shall comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.), as amended, which prohibits discrimination on the basis of disability under programs, activities, or services provided or made available by state and local governments or instrumentalities thereto.

17.5 CONSULTANT shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), as amended, and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

17.6 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 CITY 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 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 CITY 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 CITY 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 CITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 CITY 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 CITY 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 City of Wauchula City Commission 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 CITY 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 CITY 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 CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

26.1 CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all agreements with subconsultants, subvendors, and subcontractors, the obligation to comply with the provisions of Section 20.055(5), Florida Statutes.

26.2 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years from the date of final payment under this Agreement. The CITY 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.

26.3 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 CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs, and administrative expenses.

26.4 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.5 All invoices submitted are subject to audit and demand for refund of overpayment up to five (5) years following final payment under 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 City:
City of Wauchula
 126 S. 7th Avenue
 Wauchula, FL 33873
Attention: City Manager

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 shall be 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 CITY.

28.0 Service of Process

As to City:
 Kristie Hatcher-Bolin, Esquire
 GrayRobinson, P.A.
 One Lake Morton Drive
 Lakeland, Florida 33801

As to Consultant:
 James R. Chastain, III, President/CEO
 205 E Orange Street,
 Lakeland, FL 33801

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or his designee, who shall act as the CITY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made in writing within ten (10) days prior to changes. CONSULTANT, at CITY's request, shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CITY, 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 executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Wauchula in the annual budget for each fiscal year of the Service Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 E-Verify Requirements.

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/subconsultants) 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/subconsultants 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 City.

By entering this Agreement with the City, 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 City incurred as a result of the termination of this Agreement in accordance with this section.

33.0 Limitation of Liability.

33.1 In no event, shall the CITY be liable to the CONSULTANT 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 CITY 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

**CITY OF WAUCHULA, a municipal
corporation, organized & existing under the
laws of the State of Florida**

By: _____
Stephanie Camacho

By: _____
Olivia Minshew, City Manager

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, Esquire
City Attorney

Date _____

Attest:

Chastain-Skillman, INC.

a _____ **Corporation**

By: _____
Corporate Secretary

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____ Item # 6.

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 _____

EXHIBIT "A"

SCOPE OF WORK

All work must be performed in accordance with applicable Federal, State and Local regulations. It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The Consultant shall consult with the Construction Project Engineer and shall direct all issues that exceed the Consultant's delegated authority to the Construction Project Engineer for City action or direction. The Consultant shall advise the Construction Project Engineer of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance. The Consultant shall coordinate through the City any inspection and sampling of materials and components at locations remote from the vicinity of the project and testing of materials normally done in a laboratory remote from the project site. The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The City may monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples. Sampling, testing and laboratory methods shall be as required by the provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done. The Consultant shall be responsible for transporting samples to be tested in a qualified laboratory

The Consultant shall have the ability to negotiate Supplemental Agreements to the extent necessary or required to complete the Alabama Street Resurfacing Project. However, the Consultant must seek input from the Construction Project Engineer in negotiating any necessary Supplemental Agreement. All such Supplemental Agreements must be determined to be in

accordance with Florida law by the City prior to approval by the Consultant. For any proposed Supplemental Agreement, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review.

**ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL,
STATE, AND LOCAL REGULATIONS.**

EXHIBIT "A-1"
CONSULTANT SERVICES AGREEMENT NO. 10568.01
to the
Chastain-Skillman, Inc./City of Wauchula
Master Consulting Agreement for
Professional Municipal Engineering Services
Related to CEI Services for Alabama Street

I. PROJECT Engineering Services Related to construction of Alabama Street

Chastain-Skillman, Inc. (Consultant) has entered into a Consultant Services Agreement (Agreement) with the City of Wauchula (City). Pursuant to this Agreement, the City has requested the Consultant provide professional services related to Construction Engineering Inspection (CEI) for Alabama Street.

The Florida Department of Transportation has entered into an Agreement with the City of Wauchula for the City to proceed with the construction phase of Alabama Street through the FDOT's Small County Outreach Program. Chastain-Skillman, LLC. is submitting this Proposal to perform the CEI services for this project.

This Task Order is to authorize the Consultant to perform those tasks as further described below.

II. ASSUMPTIONS

1. The Roadway Construction Drawings have been prepared by Kimley-Horn.
2. Chastain-Skillman, Inc. (CSI) shall have no responsibility for design and permitting this project.
3. The City of Wauchula and Kimley Horn have bid the project plans.
4. The work of CSI will begin with the Kick-off meeting after the bid opening.
5. CSI shall not be responsible for construction time.

III. SCOPE OF SERVICES

Task 1 Kick-off Meeting

This task consists of conducting a Kick-off meeting, as necessary, with City Staff.

1. Review Notice of Award by the City and contract documents provided by the City.
2. Review the construction plans and specifications for Alabama Street as prepared by Kimley Horn.

Task 2 Pre-Construction Meeting

This task consists of preparing the agenda and conducting the Pre-Construction Meeting.

1. Prepare the sign-in sheet and conduct a Pre-Construction meeting.
2. Prepare and distribute minutes of the above meeting.

Task 3 Shop Drawing Approval

This task consists of reviewing shop drawings for the construction project.

1. Review the shop drawings for drainage structures, pipe, asphalt mix design, concrete mix, signage, and striping for conformance with the plans and specifications.

Task 4 Construction Engineering Inspection Services

Chastain-Skillman, Inc. shall sub-contract with Madrid Engineering Group Inc, to provide full-time CEI services during embankment, subgrade and base material placement and testing, as well as asphalt placement. This will be supplemented by part-time services during other, less critical operations. Field verification testing is included. Minimum qualifications for technicians will be CTQP certified for Earthwork Construction, Concrete Field, and Asphalt Paving.

1. A minimum of 2 hours per site visit will be required.
2. Inspectors will be billed on a portal-to-portal basis.

Task 5 Construction Progress Meetings

This task consists of scheduling and attending Bi-weekly (15) progress meetings with the City Staff and Contractor.

1. Prepare agenda for monthly progress meeting reviewing:
 - Contract Status/time and budget.
 - Utilities
 - Material Procurement/submittals
 - Change Orders
 - Design Issues/RFI's
 - Permits
 - MOT
 - Erosion and Sedimentation
 - Review Applications for Payment

Task 6 Final Certification

This task consists of Notice of Completion and Engineers Certification of Compliance.

1. Prepare Record Drawings from Contractors "As-Built" survey and assemble project test reports.
2. Prepare FDOT Notice of Completion Form and Engineer's Certification of Compliance.

IV. EXAMPLES OF SERVICES NOT INCLUDED:

The following are examples of services that are not included in this agreement. Should the City desire to authorize any of these additional services, the Consultant will submit a Task Order proposal for approval by the City to include them in the scope.

1. Permit application fees.
2. Bidding services.
3. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions, in connection with bid protests, change orders, or construction incidents.
4. Services for revising drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of the contract for evaluating and determining the acceptability of substitutions proposed by the City or Contractor.
5. Services resulting from significant delays or changes, caused directly or indirectly by others for which the CEI has no control.
6. Any other services not expressly stated in the Scope-of-Services herein.

V. PERIOD OF SERVICE

The services outlined in this Task Order will begin upon receipt of written authorization from the City. This is a Fixed Fee agreement, but the estimate below is based upon a project duration of 30 weeks.

VI. COMPENSATION

Compensation for the Engineer's services performed under this Task Order shall be based upon a Fixed Fee arrangement. Fees for the Scope-of-Services for Tasks 1 through 6 shall be **\$87,631.00** as detailed below:

TASK	DESCRIPTION	FEE \$
1.	Bid Opening/Kick-off Meeting	\$3,450
2.	Pre-Construction Meeting	\$2,275
3.	Shop Drawing Approval	\$3,640
4.	Construction Engineering Inspection	\$58,086
5.	Construction Progress Meetings	\$17,050
6.	Final Certification	\$3,130
TOTAL ESTIMATED FEE (Including Reimbursable Expenses)		\$87,631

The Engineer shall submit monthly invoices for services rendered during the preceding month(s) based on the percentage of the work completed for each Section in the period. Invoices shall identify the City purchase order number and shall include a progress report, areas of concern, and percentage of to-date actual budget and time charged to the project. Invoices shall be certified as correct by a duly authorized representative of the Engineer.

IN WITNESS WHEREOF, the parties hereto have executed this on this Supplement on this _____ day of _____, 2025.

CONSULTANT:

CHASTAIN-SKILLMAN, INC.

By: _____

W.R. Cauthan, P.E. / V.P. Civil Engineering

Name/Title

CITY:

CITY OF WAUCHULA

By: _____

Name/Title

WITNESS:

Signature

Jason Blankenship, Senior Project Manager

Name/Title

Date

WITNESS:

Signature

Name/Title

Date

EXHIBIT "B"
FEE SCHEDULE

TASK	DESCRIPTION	FEE \$
1.	Bid Opening/Kick-off Meeting	\$3,450

2.	Pre-Construction Meeting	\$2,275
3.	Shop Drawing Approval	\$3,640
4.	Construction Engineering Inspection	\$58,086
5.	Construction Progress Meetings	\$17,050
6.	Final Certification	\$3,130
TOTAL ESTIMATED FEE (Including Reimbursable Expenses)		\$87,631

EXHIBIT "C"
MANDATORY FEDERAL CONTRACT PROVISIONS

Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts	
Provision	Law/Statute
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123

Disadvantaged Business Enterprise	49 CFR part 26
Lobbying and Influencing Federal Employees	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	49 CFR § 18.36
Additional Provisions for A/E Contracts Exceeding \$25,000	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	49 CFR part 29

RESOLUTION 2024-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, APPROVING THE PROPOSAL FROM CHASTAIN-SKILLMAN, INC., A FLORIDA CORPORATION; PROVIDING FOR THE APPROVAL OF A MASTER CONSULTING AGREEMENT; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority provided in Chapter 166, Florida Statutes ("Municipal Home Rule Powers Act") and Chapter 287.055, Florida Statutes ("Consultant's Competitive Negotiations Act") the City of Wauchula, Florida (the "City") may enter into contracts with professional consulting firms for ongoing services; and

WHEREAS, after publishing Requests for Qualifications (the "RFQs") on Demand Star and on the City's website, in July 2025, the City received one proposal for the purpose of serving Construction Engineering and Inspection Services for the Tennessee Street Resurfacing Project; and

WHEREAS, on September 8, 2025, staff recommended to the City Commission (the "Commission") of the City, approval of the proposal from Chastain-Skillman, Inc., a Florida corporation ("Chastain-Skillman") which fully complied with the RFQs; and

WHEREAS, in the exercise of its authority, the Commission has determined that it is in the best interest of the public health, safety and general welfare of the City and its residents, to enter into a Master Consulting Agreement with Chastain-Skillman for Construction Engineering and Inspection Services for the Tennessee Street Resurfacing Project

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

1. The Master Consulting Agreement by and between the City and Chastain-Skillman, for Construction Engineering and Inspection Services, shall be and is hereby approved, a copy of which is attached hereto and made a part hereof by this reference.
2. Olivia Minshew, City Manager, is authorized to execute said agreement on behalf of the City.
3. This resolution shall become effective upon adoption by the Commission.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the ____ day of _____, 2025.

(SEAL)

ATTEST:

CITY OF WAUCHULA

Stephanie Camacho, City Clerk

By:_____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By:_____
Kristie Hatcher-Bolin, City Attorney

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and Chastain-Skillman, LLC., a Delaware Limited Liability Corporation, headquartered in Lakeland, Florida 33801, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____.

WHEREAS, CITY owns and maintains Tennessee Street ("Tennessee"); and

WHEREAS, CITY has been awarded state funding through FDOT's Small County Outreach Program to resurface Tennessee Street, and

WHEREAS, CITY requires Construction Engineering and Inspection Services for the Tennessee Resurfacing Project; and

WHEREAS, CITY has solicited these services in RFQ #25-01 and #25-02, included by reference as to the scope of services contained herein; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the City 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 City has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services;

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 City Manager.

1.2 The term of this Agreement shall commence upon the effective date of this Agreement and shall continue through the completion of the Tennessee Street Resurfacing Project, which Completion Date the City will communicate to the Consultant in writing unless otherwise extended or terminated as provided herein.

1.3 The City Manager 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 set forth in Exhibit "A" to this Agreement, and other services as may be further specifically designated and authorized by the CITY in writing. Such written authorization will be referred to as a Consultant Services Authorization (CSA) and all provisions of this Agreement apply to the executed CSA with full force and effect as if reproduced in full within each written CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon due execution of the CSA by the City Manager.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time in which it is to be completed. CONSULTANT recognizes that execution of this Agreement is not a guarantee that work will be assigned to the Consultant, that Consultant is providing its services on a non-exclusive basis, that the CITY, at its option, may employ several different consultants to perform the work described, and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 When the CONSULTANT and the CITY enter into a Consultant Services Authorization (CSA) where the term of the CSA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the CONSULTANT and the CITY agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the CITY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of the MCA. It does not apply when a CSA expires or is cancelled prior to the expiration of the MCA.

3.0 Compensation

3.1 General

3.1.1 CITY 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 that 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 Master Consulting Agreement, after mutual written agreement of the parties. Such amendments may be executed annually, no earlier than one year from the effective date of the Agreement. The City Manager will approve and execute any fee schedule amendment

mutually agreed by the parties in writing. Such amendment shall operate prospectively only and shall not alter fee schedules for CSAs 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 CSA.

3.1.4 Invoices must reference the applicable Consultant Services 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 CITY of a correct, fully documented, invoice, in a form and substance satisfactory to the CITY, with all appropriate cost substantiations attached. All invoices shall be delivered to:

City of Wauchula
126 S. 7th Avenue
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 invoice to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, the CONSULTANT waives any and other further charges not properly included on this final invoice.

3.1.7 Payment of the final invoice shall not constitute evidence of the CITY'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 CITY and, if so requested, shall be furnished by CONSULTANT to the Finance Director's satisfaction.

3.1.9 CONSULTANT's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable expenses

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 fee schedule outlined in "Exhibit B" contained herein. All requests for reimbursement of expenses must include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. In order to be reimbursed, CONSULTANT must provide documentation sufficient to

establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

- Overnight Deliveries
- Reproduction
- Sub-Consultant
- Long Distance Telephone Calls
- Mileage
- Travel costs
- Durable goods

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and CITY policy for pre-approved out-of-county travel.

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 CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Wauchula 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, i.e., durable goods, as described in Section 3.2.6.

4.0 Insurance

4.1 General Provisions

4.1.1 Before any work commences, CONSULTANT 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 in Sections 4.2 through and including 4.7, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONSULTANT

shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance 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 CITY. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

4.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. 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 a 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 CITY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY 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 coverages.

4.1.7 To the extent applicable, CONSULTANT will ensure that all subcontractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All CONSULTANT's sub-contractors shall be required to include CITY 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 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 CITY.

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 coverages:

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 coverages. Such coverage shall be at least as broad as the primary coverages 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. \$1,000,000.00 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 City Manager. The CITY 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 CITY 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 CITY, 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, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification. The parties agree that 1% of the total compensation paid to CONSULTANT for the services provided under this Agreement constitutes specific consideration to CONSULTANT for the indemnification to be provided as set forth in this paragraph.

6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY), protect, and hold CITY, and its officers, employees, City Commissioners, and agents, free and harmless from and against any and all reasonable claims, actions, causes of action, liabilities, penalties, forfeitures, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the 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, or (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 CITY with respect to any such claims or damages arising out of the CITY's negligence.

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

6.2.3 CITY 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.

6.2.4 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 This Agreement does not create an employer/employee relationship between the parties. The parties agree and intend that CONSULTANT is a separate and independent enterprise from the City. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the City and the City will not be liable for any obligation incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of CONSULTANT, whether arising under state or federal law, or contract, to CONSULTANT'S employees, subcontractors, or subvendors.

7.2 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.3 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

7.4 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

7.5 The CONSULTANT shall not pledge the CITY'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 CITY in any manner.

7.6 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 Conflict of Interest. This Contract is subject to Chapter 112, Florida Statutes, and the Conflict of Interest Procedures for State Funded Grant Programs. Accordingly, CONSULTANT acknowledges and agrees that:

(1) No member, officer, or employee of the CONSULTANT or the City, during that person's tenure or for a period of two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(2) CONSULTANT shall adhere to the Conflict of Interest Procedures for State Funded Grant Programs as set forth in FDOT Topic No. 375-030-006, <https://pdl.fdot.gov/api/procedures/downloadProcedure/375-030-006>.

9.2 Restrictions on Lobbying. CONSULTANT shall comply with the restrictions on lobbying set forth in 31 C.F.R. Part 21.

9.3 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. CONSULTANT certifies that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB Guidelines at 2 C.F.R. Part 180, "Debarment and Suspension." CONSULTANT shall comply with OMB Guidelines on Debarment and Suspension (nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (subcontracts as described in 2 C.F.R. Part 180, subpart B) that the subcontract is subject to 2 C.F.R. Part 180 and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 19.

9.4 Public Records. The parties acknowledge and agree that the City is a public agency subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a company acting on behalf of 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 City to perform the services under this Agreement.

(2) Upon request from the City, provide the City 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 City.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the City all public records in the CONSULTANT's possession or keep and maintain public records required by the City to perform the services. If the CONSULTANT transfers all public records to the City 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 City, upon request from the City, in a format that is compatible with the information technology systems of the City.

(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: 863-773-3131.

If the CONSULTANT does not comply with the provisions of this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

9.5 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, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the City, 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 City 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 City's release of the requested records.

9.6 Drug Free Workplace. CONSULTANT shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place issued by the Office of Management and Budget to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONSULTANT shall comply with the relevant provisions thereof, including any amendments, which are made part of this Agreement.

10.0 Subcontracting

10.1 The CITY 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 CITY. 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 CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY 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 CITY, nor shall the CONSULTANT be authorized to use the CITY'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 City 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 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 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 City 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, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

13.0 CITY's Responsibilities

13.1 CITY shall be responsible for providing access to all CITY project sites and providing information in the CITY'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 CITY.

14.0 Termination of Agreement

14.1 In the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT, this Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY.

14.2 This Agreement may be terminated by the CITY, 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 actually rendered to the CITY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, 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 CITY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement as a result of delays in performance or the failure to perform if such delay or failure to perform is due to Uncontrollable Forces the non-performing party could not avoid even by the exercise of reasonable diligence. 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.

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 exclusively in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

16.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND THE CITY 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 covenants and agrees that no employee or applicant for employment will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, gender or sexual orientation, or veteran or service member status.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the City 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 consultant under a contract with any public entity; and may not transact business with any public entity."

17.3 CONSULTANT shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.), as amended, the U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, and pertinent Executive Orders, directives, circulars, policies, memoranda, and/or guidance documents, which prohibit exclusion from participation in, denial of benefits of, or subjection to discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

17.4 CONSULTANT shall comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.), as amended, which prohibits discrimination on the basis of disability under programs, activities, or services provided or made available by state and local governments or instrumentalities thereto.

17.5 CONSULTANT shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), as amended, and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

17.6 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 CITY 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 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 CITY 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 CITY 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 CITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 CITY 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 CITY 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 City of Wauchula City Commission 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 CITY 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 CITY 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 CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

26.1 CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all agreements with subconsultants, subvendors, and subcontractors, the obligation to comply with the provisions of Section 20.055(5), Florida Statutes.

26.2 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years from the date of final payment under this Agreement. The CITY 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.

26.3 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 CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs, and administrative expenses.

26.4 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.5 All invoices submitted are subject to audit and demand for refund of overpayment up to five (5) years following final payment under 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 City:
City of Wauchula
 126 S. 7th Avenue
 Wauchula, FL 33873
Attention: City Manager

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 shall be 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 CITY.

28.0 Service of Process

As to City:
 Kristie Hatcher-Bolin, Esquire
 GrayRobinson, P.A.
 One Lake Morton Drive
 Lakeland, Florida 33801

As to Consultant:
 James R. Chastain, III, President/CEO
 205 E Orange Street,
 Lakeland, FL 33801

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or his designee, who shall act as the CITY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made in writing within ten (10) days prior to changes. CONSULTANT, at CITY's request, shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:

Name:

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CITY, 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 executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Wauchula in the annual budget for each fiscal year of the Service Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 E-Verify Requirements.

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/subconsultants) 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/subconsultants 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 City.

By entering this Agreement with the City, 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 City incurred as a result of the termination of this Agreement in accordance with this section.

33.0 Limitation of Liability.

33.1 In no event, shall the CITY be liable to the CONSULTANT 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 CITY 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

**CITY OF WAUCHULA, a municipal
corporation, organized & existing under the
laws of the State of Florida**

By: _____ **By:** _____
Stephanie Camacho **Olivia Minshew, City Manager**

Date Approved by Commission: _____

Review as to form and legal sufficiency

Kristie Hatcher-Bolin, Esquire
City Attorney

Date _____

Attest:

Chastain-Skillman, INC.

a _____ **Corporation**

By: _____ **By:** _____
Corporate Secretary

[Print Name]

[Print Name]

DATE: _____

[Title]

DATE: _____

SEAL

(Name of Notary typed, printed or stamped)

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 _____

EXHIBIT "A"

SCOPE OF WORK

All work must be performed in accordance with applicable Federal, State and Local regulations. It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The Consultant shall consult with the Construction Project Engineer and shall direct all issues that exceed the Consultant's delegated authority to the Construction Project Engineer for City action or direction. The Consultant shall advise the Construction Project Engineer of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance. The Consultant shall coordinate through the City any inspection and sampling of materials and components at locations remote from the vicinity of the project and testing of materials normally done in a laboratory remote from the project site. The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The City may monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples. Sampling, testing and laboratory methods shall be as required by the provisions of the Construction Contract. Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done. The Consultant shall be responsible for transporting samples to be tested in a qualified laboratory

The Consultant shall have the ability to negotiate Supplemental Agreements to the extent necessary or required to complete the Tennessee Street Resurfacing Project. However, the Consultant must seek input from the Construction Project Engineer in negotiating any necessary Supplemental Agreement. All such Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. For any proposed

Supplemental Agreement, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review.

**ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL,
STATE, AND LOCAL REGULATIONS.**

EXHIBIT “A-1”
CONSULTANT SERVICES AGREEMENT NO. 10569.01
to the
Chastain-Skillman, Inc./City of Wauchula
Master Consulting Agreement for
Professional Municipal Engineering Services
Related to CEI Services for Tennessee Street

I. PROJECT Engineering Services Related to construction of Tennessee Street
 Chastain-Skillman, Inc. (Consultant) has entered into a Consultant Services Agreement (Agreement) with the City of Wauchula (City). Pursuant to this Agreement, the City has requested the Consultant provide professional services related to Construction Engineering Inspection (CEI) for Tennessee Street.

The Florida Department of Transportation has entered into an Agreement with the City of Wauchula for the City to proceed with the construction phase of Tennessee Street through the FDOT’s Small County Outreach Program. Chastain-Skillman, LLC. is submitting this Proposal to perform the CEI services for this project.

This Task Order is to authorize the Consultant to perform those tasks as further described below.

II. ASSUMPTIONS

1. The Roadway Construction Drawings have been prepared by Kimley-Horn.
2. Chastain-Skillman, Inc. (CSI) shall have no responsibility for design and permitting this project.
3. The City of Wauchula and Kimley Horn have bid the project plans.
4. The work of CSI will begin with the Kick-off meeting after the bid opening.
5. CSI shall not be responsible for construction time.

III. SCOPE OF SERVICES

Task 1 Kick-off Meeting

This task consists of conducting a Kick-off meeting, as necessary, with City Staff.

1. Review Notice of Award by the City and contract documents provided by the City.
2. Review the construction plans and specifications for Tennessee Street as prepared by Kimley Horn.

Task 2 Pre-Construction Meeting

This task consists of preparing the agenda and conducting the Pre-Construction Meeting.

1. Prepare the sign-in sheet and conduct a Pre-Construction meeting.
2. Prepare and distribute minutes of the above meeting.

Task 3 Shop Drawing Approval

This task consists of reviewing shop drawings for the construction project.

1. Review the shop drawings for drainage structures, pipe, asphalt mix design, concrete mix, signage, and striping for conformance with the plans and specifications.

Task 4 Construction Engineering Inspection Services

Chastain-Skillman, Inc. shall sub-contract with Madrid Engineering Group Inc, to provide full-time CEI services during embankment, subgrade and base material placement and testing, as well as asphalt placement. This will be supplemented by part-time services during other, less critical operations. Field verification testing is included. Minimum qualifications for technicians will be CTQP certified for Earthwork Construction, Concrete Field, and Asphalt Paving.

1. A minimum of 2 hours per site visit will be required.
2. Inspectors will be billed on a portal-to-portal basis.

Task 5 Construction Progress Meetings

This task consists of scheduling and attending Bi-weekly (15) progress meetings with the City Staff and Contractor.

1. Prepare agenda for monthly progress meeting reviewing:
 - Contract Status/time and budget.
 - Utilities
 - Material Procurement/submittals
 - Change Orders
 - Design Issues/RFI's
 - Permits
 - MOT
 - Erosion and Sedimentation
 - Review Applications for Payment

Task 6 Final Certification

This task consists of Notice of Completion and Engineers Certification of Compliance.

1. Prepare Record Drawings from Contractors "As-Built" survey and assemble project test reports.
2. Prepare FDOT Notice of Completion Form and Engineer's Certification of Compliance.

IV. EXAMPLES OF SERVICES NOT INCLUDED:

The following are examples of services that are not included in this agreement. Should the City desire to authorize any of these additional services, the Consultant will submit a Task Order proposal for approval by the City to include them in the scope.

1. Permit application fees.
2. Bidding services.

3. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions, in connection with bid protests, change orders, or construction incidents.
4. Services for revising drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of the contract for evaluating and determining the acceptability of substitutions proposed by the City or Contractor.
5. Services resulting from significant delays or changes, caused directly or indirectly by others for which the CEI has no control.
6. Any other services, not expressly stated in the Scope-of-Services herein.

V. PERIOD OF SERVICE

The services outlined in this Task Order will begin upon receipt of written authorization from the City. This is a Fixed Fee agreement, but the estimate below is based upon a project duration of 30 weeks.

VI. COMPENSATION

Compensation for the Engineer's services performed under this Task Order shall be based upon a Fixed Fee arrangement. Fees for the Scope-of-Services for Tasks 1 through 6 shall be **\$86,585.00** as detailed below:

TASK	DESCRIPTION	FEE \$
1.	Bid Opening/Kick-off Meeting	\$3,450
2.	Pre-Construction Meeting	\$2,275
3.	Shop Drawing Approval	\$3,640
4.	Construction Engineering Inspection	\$57,040
5.	Construction Progress Meetings	\$17,050
6.	Final Certification	\$3,130
TOTAL FIXED FEE (Including Reimbursable Expenses)		\$86,585

The Engineer shall submit monthly invoices for services rendered during the preceding month(s) based on the percentage of the work completed for each Section in the period. Invoices shall identify the City purchase order number and shall include a progress report, areas of concern, and percentage of to-date actual budget and time charged to the project. Invoices shall be certified as correct by a duly authorized representative of the Engineer.

IN WITNESS WHEREOF, the parties hereto have executed this on this Supplement on this _____ day of _____, 2025.

CONSULTANT:

CHASTAIN-SKILLMAN, INC.

CITY:

CITY OF WAUCHULA

By: _____

W.R. Cauthan, P.E. / V.P. Civil Engineering

Name/Title

By: _____

Name/Title

WITNESS:

Signature

Jason Blankenship, Senior Project Manager

Name/Title

Date

WITNESS:

Signature

Name/Title

Date

EXHIBIT "B"
FEE SCHEDULE

TASK	DESCRIPTION	FEE \$
1.	Bid Opening/Kick-off Meeting	\$3,450
2.	Pre-Construction Meeting	\$2,275
3.	Shop Drawing Approval	\$3,640
4.	Construction Engineering Inspection	\$57,040
5.	Construction Progress Meetings	\$17,050
6.	Final Certification	\$3,130
TOTAL FIXED FEE (Including Reimbursable Expenses)		\$86,585

EXHIBIT "C"
MANDATORY FEDERAL CONTRACT PROVISIONS

Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts

Provision	Law/Statute
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Disadvantaged Business Enterprise	49 CFR part 26
Lobbying and Influencing Federal Employees	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding \$10,000	
Termination of Contract	49 CFR § 18.36
Additional Provisions for A/E Contracts Exceeding \$25,000	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	49 CFR part 29

Prepared by/Return to:
J. Steven Southwell
501 W. Main Street
Wauchula, Florida 33873

----- (Space above this line for recording data) -----

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (this “Easement”) is made this _____ day of _____, 2025, by **HIGHER DEVELOPMENT, LLC**, a Florida limited liability company, whose address is 202 N. 6th Avenue, Wauchula, Florida 33873 (hereafter, “GRANTOR”), to the **CITY OF WAUCHULA, FLORIDA**, a municipal corporation formed under the laws of the State of Florida, whose address is 126 S. 7th Avenue, Wauchula, Florida 33873 (hereafter, “CITY”).

RECITALS:

WHEREAS, GRANTOR owns certain lands referenced as Parcel Nos. 04-34-25-5300-00000-0001, 04-34-25-5300-00000-0002, 04-34-25-5300-00000-0003 and 04-34-25-5300-00000-0004 (the “Property”) located at Oak Street, City of Wauchula, in Hardee County, Florida.

WHEREAS, to obtain wastewater and electric utility services to the Property, the GRANTOR is willing to grant a fifteen-foot (15’) wide easement upon that portion of the GRANTOR’S Property as more particularly described in **Exhibit “A”** appended hereto and incorporated herein (the “Easement Area”).

ACCORDINGLY, for and in consideration of the Recitals set forth above and incorporated herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, GRANTOR and CITY agree as follows:

SECTION 1. CONVEYANCE OF EASEMENT.

(a) The GRANTOR voluntarily grants to the CITY, and its successors and assigns, a perpetual non-exclusive wastewater facilities and underground electric distribution facilities easement over, under, through, and across the real property described and depicted in Exhibit “A”, a copy of which is attached to and incorporated in this Easement, for the purpose of installing, accessing, and if necessary replacing wastewater lines and underground electric distribution lines, with authority and rights of ingress and egress to enter upon repair, maintain, operate, and inspect as the CITY may deem reasonably necessary, for the purpose of transmitting wastewater and electricity through said utility facilities over, upon, across and under the Easement Area.

(b) The CITY shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the utility facilities, and the GRANTOR agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Easement Area that may obstruct or interfere with

the normal operation or maintenance of the utility facilities. The CITY covenants and agrees that its use of the Easement Area shall not interfere with the continued use of the Property.

(c) GRANTOR covenants that it has the right to grant the privileges and easement stated herein, and further covenants that CITY shall have quiet and peaceful possession, use and enjoyment of said Easement Area.

SECTION 2. RESTORATION. In the event CITY shall perform any construction, repairs, alteration, replacement, relocation or removal of any facilities located within the Easement Area, CITY shall thereafter restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal.

SECTION 3. ABANDONMENT. In the event CITY shall abandon the use of the Easement, then CITY shall as condition of acceptance of the Easement, within a reasonable time thereafter, release and convey to GRANTOR or its successors and assigns all rights hereby granted pursuant to this Easement.

SECTION 4. SUCCESSORS AND ASSIGNS. The rights, privileges and reservations herein provided shall inure to the benefit of the GRANTOR'S and CITY's respective successors and assigns.

SECTION 5. MISCELLANEOUS. This Easement (i) shall be recorded by the CITY; (ii) constitutes the entire agreement between the parties; (iii) may not be amended except by an instrument signed by the parties; and (iv) shall be governed by the laws of the Florida.

SECTION 6. COOPERATION. Each party shall, on the request of the other party, execute and deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Easement without undue delay, so long as the performance of such acts will not require the cooperation party to incur unreasonable costs and expenses. The obligations under this section include, but are not limited to, performance of such acts as might be reasonably necessary to facilitate the subordination of any liens on either party's property that are or might be senior to this Easement, provided that the party requesting any such subordination bear the cost of securing the same.

[Signature Pages Follow]

IN WITNESS WHEREOF, the GRANTOR and CITY have hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered
before these witnesses:

GRANTOR

Higher Development, LLC,
a Florida limited liability company

By: [Signature]
Printed Name: Travis Maldonado
Title: Manager

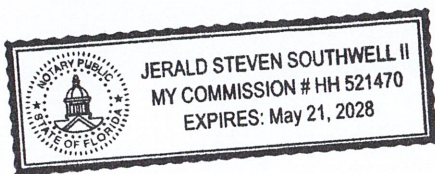
Witness #1
Print Name: J. Steven Southwell
Address: 501 W. Main Street
Wauchula Florida 33873

Witness #2
Print Name: Sandra J. Moore
Address: 501 W Main St
Wauchula FL 33873

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of October 2025, by Travis Maldonado as Manager of **HIGHER DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.

(Seal)



[Signature]
Signature of Notary Public

Name of Notary Typed, Printed or Stamped

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

ATTEST:

APPROVED:

Holly Smith, City Clerk_____
Richard Keith Nadasky, Jr., MayorSTATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2025, by Richard Keith Nadasky, Jr., as Mayor on behalf of the City of Wauchula, a Florida municipal corporation. He ☐ is personally known to me or ☐ has produced _____ as identification.

(Seal)

Signature of Notary Public_____
Name of Notary Typed, Printed or Stamped

Approved as to Form & Legality

City Attorney

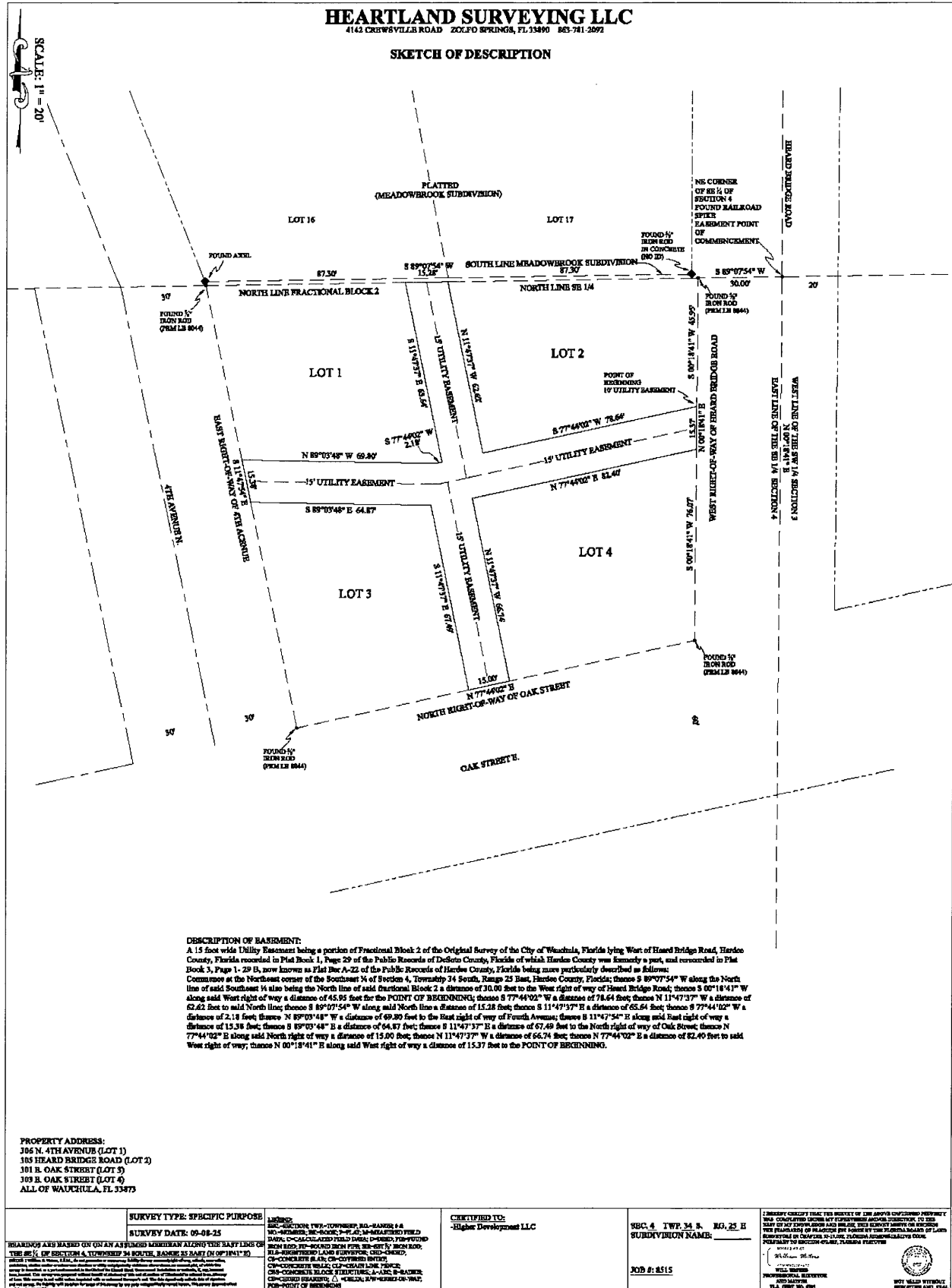
EXHIBIT "A" Page 1 of 2**DESCRIPTION OF EASEMENT:**

A 15 foot wide Utility Easement being a portion of Fractional Block 2 of the Original Survey of the City of Wauchula, Florida lying West of Heard Bridge Road, Hardee County, Florida recorded in Plat Book 1, Page 29 of the Public Records of DeSoto County, Florida of which Hardee County was formerly a part, and rerecorded in Plat Book 3, Page 1- 29 B, now known as Plat Bar A-22 of the Public Records of Hardee County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 4, Township 34 South, Range 25 East, Hardee County, Florida; thence S $89^{\circ}07'54''$ W along the North line of said Southeast $\frac{1}{4}$ also being the North line of said fractional Block 2 a distance of 30.00 feet to the West right of way of Heard Bridge Road; thence S $00^{\circ}18'41''$ W along said West right of way a distance of 45.95 feet for the POINT OF BEGINNING; thence S $77^{\circ}44'02''$ W a distance of 78.64 feet; thence N $11^{\circ}47'37''$ W a distance of 62.62 feet to said North line; thence S $89^{\circ}07'54''$ W along said North line a distance of 15.28 feet; thence S $11^{\circ}47'37''$ E a distance of 65.64 feet; thence S $77^{\circ}44'02''$ W a distance of 2.18 feet; thence N $89^{\circ}03'48''$ W a distance of 69.80 feet to the East right of way of Fourth Avenue; thence S $11^{\circ}47'54''$ E along said East right of way a distance of 15.38 feet; thence S $89^{\circ}03'48''$ E a distance of 64.87 feet; thence S $11^{\circ}47'37''$ E a distance of 67.49 feet to the North right of way of Oak Street; thence N $77^{\circ}44'02''$ E along said North right of way a distance of 15.00 feet; thence N $11^{\circ}47'37''$ W a distance of 66.74 feet; thence N $77^{\circ}44'02''$ E a distance of 82.40 feet to said West right of way; thence N $00^{\circ}18'41''$ E along said West right of way a distance of 15.37 feet to the POINT OF BEGINNING.

EXHIBIT "A" Page 2 of 2

DocuSign Envelope ID: 90E7ACF1-1854-464D-8063-B060A006E3CF



This Instrument Prepared by and return to:
 Elisabeth M. Crane, Esq.
 GrayRobinson, P.A.
 301 East Pine Street, Suite 1400
 Orlando, Florida 32801

A portion of the following parcel identification folio number: R 10-34-25-0000-07300-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made the _____ day of _____, 2025 by **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a dependent special district and body politic and corporate of the State of Florida, whose address is 107 E. Main Street, Wauchula, FL 33873, hereinafter called the “Grantor”, to the **CITY OF WAUCHULA, FLORIDA**, a Florida municipal corporation, whose address is 126 S. 7th Avenue, Wauchula, FL 33873, hereinafter called the “Grantee.”

WITNESSETH:

THAT, for and in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)** and other good and valuable considerations, the receipt of which are hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hardee County, Florida, to wit (the “**Property**”):

See Exhibit “A” attached hereto and incorporated herein.

SUBJECT to all easements, restrictions, conditions and other matters of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, Grantor has good and lawful authority to sell and convey the Property to Grantee, and that Grantor warrants and will forever defend the right and title to the above-described real Property unto the Grantee against the claims of all persons, claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Witnesses:

HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a dependent special district and body politic and corporate of the State of Florida

 Print Name: _____
 Address: _____

By: _____
 Print Name: _____
 Title: _____

 Print Name: _____
 Address: _____

STATE OF FLORIDA
 COUNTY OF HARDEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of **HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, as dependent special district and public body corporate and politic of the State of Florida, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

 Notary Public Signature
 Print Notary Name: _____
 My commission expires: _____

Exhibit "A"

Sketch & Description
Hogan Street Right of Way Extension
Right-of-Way Dedication
Sections 9 & 10, Township 34 South, Range 25 East
Hardee County, Florida

Right-of-way Dedication: As Written by SurvTech Solutions

A strip of land being of portion of Lots 12, 13, 14 of Block B, FOSTERS ADDITION TO WAUCHULA, according to the plat thereof, as recorded in Plat Book 3, Page 3, of the Public Records of Hardee County, Florida, and being a portion of Lots 6, 7, 16 and 17, FOSTER'S ADDITION TO THE CITY OF WAUCHULA, as recorded in Plat Book 2, Page 41, of the Public Records of Hardee County, Florida, together with that portion of vacated Hogan Street and those certain alleys vacated per Resolution 2021-03, recorded in Instrument No. 202125003601, of the Public Records of Hardee County, Florida, said strip lying and being in Sections 9 and 10, Township 34 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows:

COMMENCE at a point marking the intersection of the North boundary of Lot 34, FOSTERS ADDITION TO WAUCHULA, Plat Book 3, Page 3 of the Public Records of Hardee County, Florida and the Easterly right-of-way boundary of 6th Avenue South (State Road No. 35) per Florida Department of Transportation right-of-way Map Section 0601-1044; thence coincident with said Easterly right-of-way boundary, S 12°09'41" E a distance of 143.72 feet to the POINT OF BEGINNING; thence departing said Easterly right-of-way boundary, N 89°39'01" E a distance of 315.09 feet to a point coincident with the Westerly right-of-way boundary of 5th Avenue South (State Road No. 35) per Florida Department of Transportation right-of-way Map Section 06010-2801; thence coincident with said Westerly right-of-way boundary, S 12°11'40" E a distance of 61.31 feet; thence departing said Westerly right-of-way boundary, S 89°39'01" W a distance of 315.13 feet to a point coincident with the aforesaid Easterly right-of-way boundary of 6th Avenue South; thence coincident with said Easterly right-of-way boundary, N 12°09'41" W a distance of 61.30 feet to the POINT OF BEGINNING.

Containing an area of 18,906.61 square feet, 0.434 acres, more or less.

Legend

(P1)	Plat Book 3, Page 3 Reference
(P2)	Plat Book 2, Page 41 Reference
(R)	Right-of-way Map Reference
(D)	Deed Reference
PSM	Professional Surveyor and Mapper
Id.	Identification
LB	Licensed Business
OR	Official Records
FT.	Feet
W/	With
No.	Number
FDOT	Florida Department of Transportation

SURVEY NOTES:

- 1.) Paper copies of this survey are not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Digital copies are not valid without the digital signature of a Florida Licensed Surveyor and Mapper.
- 2.) The bearing structure for this survey is based on a Florida West State Plane grid bearing of S 12°09'41" E for the Easterly right-of-way boundary of 6th Avenue South.
- 3.) THIS IS NOT A BOUNDARY SURVEY.

Stacy L. Brown P.S.M. No. 6516
 SurvTech Solutions, Inc. LB No. 7340

Drafted By: D. DeRoche
Date Drafted: 07/15/25

Approved By: S. Brown
Date Approved: 07/16/25

Last Field Date: N/A
Field Book/Page: N/A

Project No.: 250713
Ref. No.: N/A

Drawing Name: 250713_SK
Revision Date: N/A

**SURVEYING TODAY WITH
 TOMORROW'S TECHNOLOGY**



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS

10220 U.S. Highway 92 East, Tampa, FL 33610

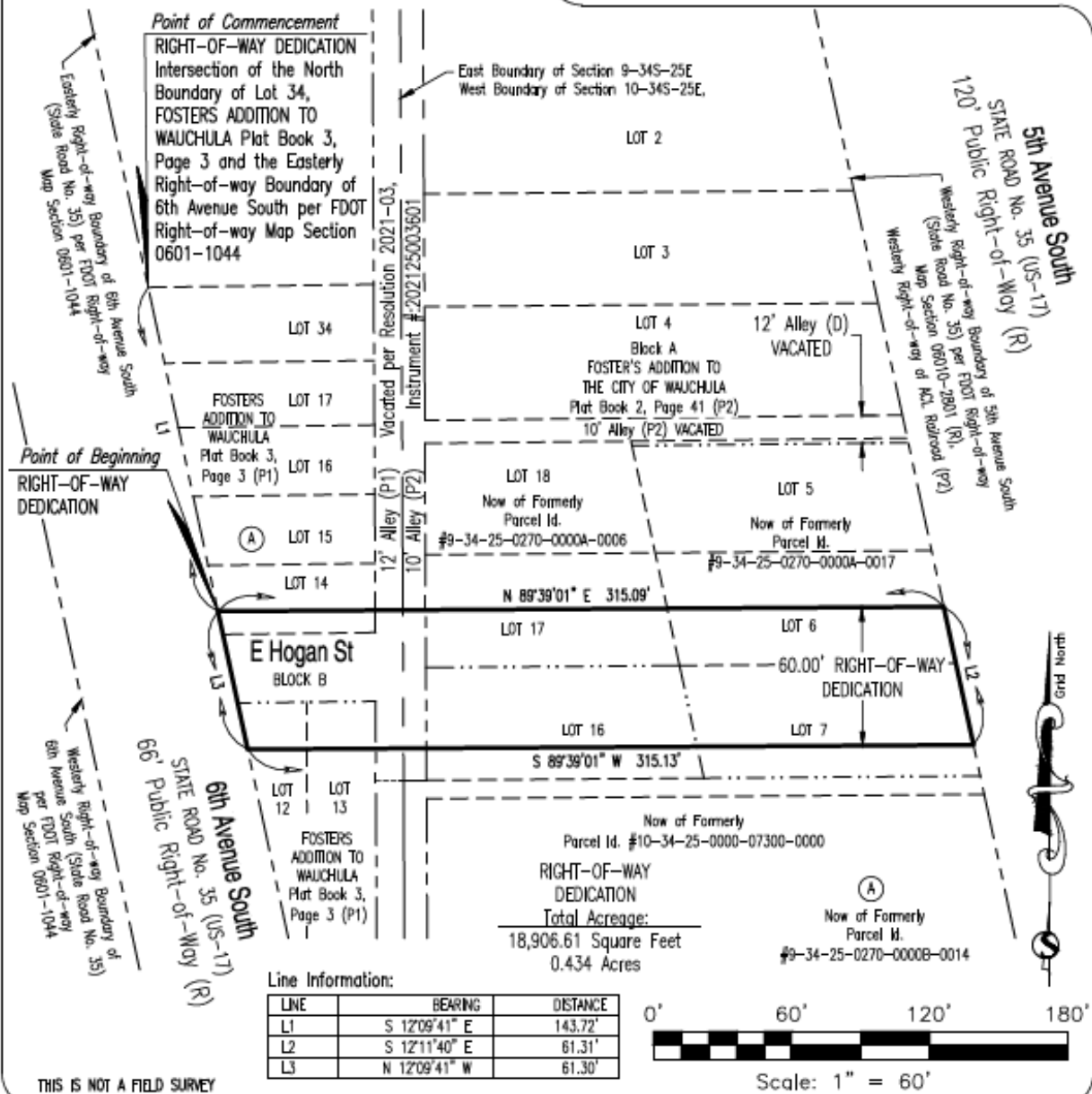
phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340

email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

Date Plotted: 7/16/2025 9:33:12 AM By: Stacy Brown

SHEET: 1 OF 2

Sketch & Description
Hogan Street Right of Way Extension
Right-of-Way Dedication
Sections 9 & 10, Township 34 South, Range 25 East
Hardee County, Florida



PROJECT NO.: 250713
 REF. No.: N/A
 LAST FIELD DATE: N/A



SURVTECH SOLUTIONS, INC. SURVEYORS AND MAPPERS
 10220 U.S. Highway 92 East, Tampa, FL 33610
 phone: (813)-621-4929, fax: (813)-621-7194, Licensed Business #7340
 email: sbrown@survtechsolutions.com <http://www.survtechsolutions.com>

Date Plotted: 7/16/2025 9:33:16 AM By: Stacy Brown

Drawing Name: 250713_SK

SHEET: 2 OF 2

126 S 7th AVENUE
WAUCHULA FL 33873



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

October 10, 2025

City of Wauchula
City Commission
126 S. 7th Avenue
Wauchula, FL 33873

Dear City Commissioner:

The Commission recently approved Invitation to Bid (ITB) 25-03 for the Repair of Storm Damaged Hangars Project. The ITB was subsequently advertised/posted on the City website and on the DemandStar website. The City received 4 bid packets on October 2, 2025 and those bid packets were forwarded to AVCON, Inc., the engineering firm consulting on this project.

AVCON evaluated all four bid packets and made a recommendation to award the contract to L. Cobb Construction, Inc.

City staff concurs with AVCON and therefore recommends that the City Commission award the contract to L. Cobb Construction, Inc. for the Total Bid Submitted of \$458,663.32 (Four Hundred Fifty-Eight Thousand, Six Hundred Sixty-Three Dollars and 32/100).

Sincerely,

A handwritten signature in blue ink, appearing to read "Ward Grimes", is written over the "Sincerely," line.

Ward Grimes
Director of Project Management & Procurement



AVCON, INC.
ENGINEERS & PLANNERS

October 10, 2025

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

2023.052.03 CP15

Mr. John M. Eason
Deputy City Manager
City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873

**Re: Recommendation to Award
Wauchula Municipal Airport
Repair Storm Damaged Hangars
AVCON Project 2023.052.03**

Dear Mr. Eason:

On October 2, 2025 at 2PM, the Airport received bids on the above-noted project. A total of four (4) bids were received as follows:

Bidder	Total Bid
L. Cobb Construction, Inc.	\$458,663.32
SEMCO Construction, Inc.	\$557,674.00
E.O. Koch Construction	\$580,000.00
JCR Construction & Services, LLC	\$1,436,394.55
Engineer's Estimate	\$481,250.00

A complete list of all quantities and unit prices are provided in the attached Bid Tabulation. The apparent low bidder is **L. Cobb Construction, Inc. (Cobb)** whose Bid Total is **\$458,663.32** which is approximately 4.5% lower than the Engineer's Estimate, as noted above.

The bid submitted by Cobb appears to be complete and responsive, including the required proposal documentation, Bid Schedule, bonding, and acknowledgement of Addendums 1-5. As well, Cobb is well-known throughout the industry with a good reputation for this type of construction. After checking their references, Cobb is currently engaged or recently in engaged with good recommendations on storm repair work. Cobb's insurance information appears to be in order, meeting minimum requirements for financial strength and management (A-, IX or greater).

Wauchula Municipal Airport
Recommendation to Award
Repair Storm Damaged Hangars
October 10, 2025
Page 2 of 2



Item # 10.

Therefore, and notwithstanding the City's Legal Counsel review, **AVCON** recommends Award of the Contract to **L. Cobb Construction, Inc.** for the Total Bid of **\$458,663.32 (Four Hundred Fifty-Eight Thousand, Six Hundred Sixty-Three Dollars and 32/100)**.

The next step is to forward this analysis to the City Attorney and the various insurance carriers\underwriters for review and approval prior to award and contract execution.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

AVCON, INC.

A handwritten signature in blue ink, appearing to read "Russell D. Holliday", is written over a faint, light blue grid background.

Russell D. Holliday, PE,
Senior Project Manager - Airports

Enclosure: Bid Tabulation



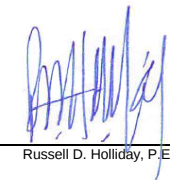
WAUCHULA MUNICIPAL AIRPORT

REPAIR STORM DAMAGED HANGARS

FDOT FM #452855-1

BID TABULATION

					ENGINEER'S ESTIMATE		L. COBB CONSTRUCTION, INC.		SEMCO CONSTRUCTION, INC.		E.O. KOCH CONSTRUCTION		JCR CONSTRUCTION & SERVICES, LLC	
INDEX	PAY ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	1	LS	\$43,750.00	\$43,750.00	\$13,299.73	\$13,299.73	\$50,000.00	\$50,000.00	\$51,800.00	\$51,800.00	\$247,647.09	\$247,647.09
2	L-109-1	ELECTRICAL REPAIRS	1	LS	\$12,000.00	\$12,000.00	\$5,458.49	\$5,458.49	\$20,372.00	\$20,372.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
3	C-105-2	GENERAL PROVISIONS/GENERAL CONDITIONS/CSPP	1	LS	\$49,000.00	\$49,000.00	\$54,347.57	\$54,347.57	\$94,050.00	\$94,050.00	\$25,000.00	\$25,000.00	\$220,425.00	\$220,425.00
4	S13120-1	BUILDING A - MATERIALS	1	LS	\$50,000.00	\$50,000.00	\$49,718.93	\$49,718.93	\$19,607.00	\$19,607.00	\$55,251.00	\$55,251.00	\$113,586.00	\$113,586.00
5	S13120-2	BUILDING A - LABOR	1	LS	\$25,000.00	\$25,000.00	\$22,483.68	\$22,483.68	\$19,607.00	\$19,607.00	\$15,000.00	\$15,000.00	\$23,136.40	\$23,136.40
6	S13120-3	BUILDING B - MATERIALS	1	LS	\$20,000.00	\$20,000.00	\$18,694.94	\$18,694.94	\$15,132.00	\$15,132.00	\$35,600.00	\$35,600.00	\$72,493.00	\$72,493.00
7	S13120-4	BUILDING B - LABOR	1	LS	\$10,000.00	\$10,000.00	\$6,745.10	\$6,745.10	\$15,132.00	\$15,132.00	\$8,250.00	\$8,250.00	\$15,078.20	\$15,078.20
8	S13120-5	BUILDING C - MATERIALS	1	LS	\$3,000.00	\$3,000.00	\$2,923.11	\$2,923.11	\$1,672.00	\$1,672.00	\$2,500.00	\$2,500.00	\$3,400.00	\$3,400.00
9	S13120-6	BUILDING C - LABOR	1	LS	\$1,500.00	\$1,500.00	\$2,248.37	\$2,248.37	\$1,672.00	\$1,672.00	\$525.00	\$525.00	\$400.00	\$400.00
10	S13120-7	BUILDING D - MATERIALS	1	LS	\$140,000.00	\$140,000.00	\$163,525.51	\$163,525.51	\$115,851.00	\$115,851.00	\$238,574.00	\$238,574.00	\$574,930.00	\$574,930.00
11	S13120-8	BUILDING D - LABOR	1	LS	\$70,000.00	\$70,000.00	\$75,590.38	\$75,590.38	\$115,851.00	\$115,851.00	\$60,000.00	\$60,000.00	\$115,798.86	\$115,798.86
12	S13120-9	BUILDING D-SOUTH - MATERIALS	1	LS	\$10,000.00	\$10,000.00	\$3,247.90	\$3,247.90	\$13,886.00	\$13,886.00	\$0.00	\$0.00	\$4,750.00	\$4,750.00
13	S13120-10	BUILDING D-SOUTH - LABOR	1	LS	\$5,000.00	\$5,000.00	\$4,300.83	\$4,300.83	\$13,886.00	\$13,886.00	\$0.00	\$0.00	\$300.00	\$300.00
14	S13120-11	QUONSET HUT - MATERIALS	1	LS	\$28,000.00	\$28,000.00	\$23,865.60	\$23,865.60	\$30,478.00	\$30,478.00	\$60,000.00	\$60,000.00	\$29,850.00	\$29,850.00
15	S13120-12	QUONSET HUT - LABOR	1	LS	\$14,000.00	\$14,000.00	\$12,213.18	\$12,213.18	\$30,478.00	\$30,478.00	\$12,500.00	\$12,500.00	\$4,600.00	\$4,600.00
TOTAL BID SCHEDULE A					\$481,250.00		\$458,663.32		\$557,674.00		\$580,000.00		\$1,436,394.55	


Russell D. Holliday, P.E.

BID REFERENCE CHECK
WAUCHULA MUNICIPAL AIRPORT
REPAIR STORM DAMAGED HANGARS
L COBB CONSTRUCTION, INC.

Contact/ Reference	Project	Completed on Time	Completed on Budget	Change Orders	Litigation	Notes
Sarah Evers The Development Group 863-773-3030 S/W Sarah 10/10/2025 @ 9:15AM Left messages 10/9/2025 @ 11:30AM 10/10/2025 @ 9AM	No direct work performed. Cobb is one of several firms they contract with for CM services.	N/A	N/A	N/A	N/A	Cobb is a relatively new company with them. They started about a year and a half ago. Again, Cobb does not perform direct work for them; they do CM oversight. None of the projects they oversee have been completed yet. Ms. Evers shared that they have a good relationship with Cobb and they communicate well.
Pete Benson not in today. S/W Pastor Lucas 10/9/2025 @ 11:40AM 863-773-9386	Remodel Sanctuary Replaced Roof	X	X	No	No	They have used Cobb on various projects. They completed the renovation work before the deadline. Lavon Cobb is great to work with. Pastor Lucas would definitely recommend them.
Shawn Cody University of Florida 904.729.2147 S/W Shawn 10/9/2025 @ 9:05AM	Hurricane Damage Repairs	X	X	No	No	Most of the work they performed for us was to repair hurricane damage. They jumped right on them and completed them quickly. No issues; would recommend them.

**INTERLOCAL AGREEMENT
PROVIDING FOR DIVISION AND DISTRIBUTION OF A LOCAL OPTION GAS TAX
(FIFTH CENT) ON MOTOR FUEL IN HARDEE COUNTY**

This Interlocal Agreement ("Agreement") is entered into by and among: Hardee County, a political subdivision of the State of Florida ("County"), Bowling Green, Wauchula, and Zolfo Springs, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the "Municipalities") the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, as amended, authorizes the County to establish an additional local option gas tax, not to exceed five cents (\$0.05) on every gallon of motor fuel sold in the County and taxed under the provisions of Part I Chapter 206, Florida Statutes, to be used solely for transportation related expenditures, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional five-cent (\$0.05) local option gas tax expiring December 31, 2025, established by the Board of County Commissioners in Ordinance No. 2015-07 ("Prior Ordinance"), be reestablished, reimposed, and relieved through December 31, 2035, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to establish the additional five-cent (\$0.05) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional five-cent (\$0.05) local option gas tax in accordance with the State of Florida distribution rates based on the actual amount of funds expended on transportation:

The 2024 State distribution percentages showed an Eighty-Nine and one-half percent (89.5%) to the County, and Ten and one-half percent (10.5%) to the Municipalities; one and eleven hundredths percent (1.11%) to Bowling Green, eight and thirty-three hundredths percent (8.33%) to Wauchula and one and six hundredths percent (1.06%) to Zolfo Springs.

4. **Term of Agreement:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional five-cent (\$0.05) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2026, through and including December 31, 2035, a term of ten (10) years. Upon mutual written agreement the Parties shall have the option to renew this Agreement for additional ten (10) year terms subject to approval of the renewal of the imposition of the local option gas tax.

5. **Notices:** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the County

Terry Atchley, County Manager
412 West Orange Street, Room 203A
Wauchula, Florida 33873

If to Bowling Green

Pamela Durrance, City Manager
104 Main Street
Bowling Green, FL 33834

With required copy to:

Sarah Johnston, City Attorney
Bryant Miller Olive P.A.
400 North Tampa St., Suite 1600
Tampa, FL 33602

If to Wauchula

Olivia Minshew, City Manager
126 South 7th Avenue
Wauchula, FL 33873

If to Zolfo Springs

Linda Roberson, Town Manager
104 5th Street West
Zolfo Springs, FL 33890

6. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
7. **Entire Agreement:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
8. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.
9. **Mutual Indemnification:** To the fullest extent permitted by law, each party agrees to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, board members, executives, employees, and agents from and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its respective obligations under this Agreement, excluding only claims arising out of the negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified hereunder. Pursuant to section 768.28(19), Florida Statutes, nothing contained herein shall be construed to require any party to indemnify or ensure the other party for the other party's negligence or to assume any liability for the other party's negligence. Any indemnification hereunder shall include all attorneys' fees and costs incurred in the enforcement of this indemnification provision. Nothing contained in this Agreement and specifically this indemnification provision is intended to nor shall it in any way be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the respective

Parties contained within this contract. Excluded from any indemnification obligation are any claims for which either party is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10. **Mutual Drafting:** This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Authority:** The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Electronic Signatures:** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

HARDEE COUNTY

Russell A. Melendy
Chair

ATTEST:

Victoria L. Rodgers
Ex-Officio Clerk to the Board

APPROVED AS TO FORM:

Sarah Johnston, County Attorney

CITY OF BOWLING GREEN, through its City Council, signing by and through its Mayor, authorized to execute the same by Council action on the _____ day of _____, 20____.

ATTEST:

CITY OF BOWLING GREEN, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF WAUCHULA, through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the _____ day of _____, 20____.

ATTEST:

CITY OF WAUCHULA, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

TOWN OF ZOLFO SPRINGS, through its Town Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the _____ day of _____, 20____.

ATTEST:

TOWN OF ZOLFO SPRINGS, a municipal corporation

By: _____
CITY CLERK

By: _____
TOWN MAYOR

APPROVED AS TO FORM:

TOWN ATTORNEY



City of Wauchula

Artificial Intelligence Policy

Introduction

I. Purpose

The purpose of this artificial intelligence (AI) policy is to ensure responsible, legal, and ethical use of artificial intelligence technology across the City of Wauchula government. The guidance below defines acceptable and prohibited uses and outlines employee obligations related to the use, integration, or development of artificial intelligence models and applications. This policy will be periodically reviewed and updated as necessary to address emerging challenges, technological advancements, and changes in the legal or regulatory frameworks related to AI.

II. Policy Statement

The City of Wauchula recognizes the transformative potential of artificial intelligence (AI) and its applications across various domains. This policy document outlines the principles and guidelines for the responsible and ethical use of AI within City of Wauchula government. It is designed to ensure that AI technologies are used in a manner that promotes transparency, fairness, accountability, and the protection of individual rights. This policy outlines the following principles that shall be maintained as the City of Wauchula introduces AI capabilities to its workforce:

a. Transparency: The use of AI technologies within the City government will be transparent and explainable to the best of the City's abilities. The City will make efforts to disclose the use of AI systems when and where appropriate, such as where individuals are interacting with AI or with AI-generated content on the City's website.

b. Fairness: The use of AI technologies within the City government will be guided by principles of fairness. Reasonable measures will be taken to prevent bias and discrimination in AI systems and to ensure that any future insights developed through the use of AI are free from unfair or unjust biases.

c. Accountability: The City will establish standards for accountability and oversight for the use of AI technologies. The City government will be responsible for the actions and impacts of the AI technology used, will implement strategies to identify, mitigate, and rectify any potential harms or unintended consequences resulting from such use, and will be held accountable for the development, deployment, and outcomes of AI systems.

d. Privacy and Data Protection: The City will prioritize the protection of individual privacy and personal data in the use of AI technologies. All applicable data protection laws and regulations will be adhered to, and appropriate safeguards will be implemented to protect sensitive information.

e. Continuous Monitoring and Ethical Considerations: The City will continuously strive to improve the ethical aspects of its use of AI technology by keeping abreast of emerging ethical guidelines and best practices, and will consider the ethical implications of AI technologies to ensure that they align with the values and goals of the community. The City will actively engage in ethical discussions when applicable.

This policy statement reflects the City's commitment to responsible and ethical AI use, recognizing that ethical considerations are paramount.

III. Scope

This policy applies to all City of Wauchula employees, interns, volunteers, and board members.

IV. Definitions

3.1 Generative AI (GenAI): Artificial Intelligence technology that derives new versions of content (including text, audio, or visual imagery) from large bodies of data in response to user prompts. GenAI can be used in stand-alone applications, such as OpenAI ChatGPT or Google Bard, or incorporated into other applications, such as Microsoft CoPilot or Microsoft Office Suite.

3.2 Large Language Model (LLM): Subset of GenAI that uses deep learning to understand and generate human-like text. LLMs use large neural networks that have been trained on extensive language datasets and can perform tasks like generating coherent text, translation, and summarization. LLMs can autonomously create text, resembling human writing, with significant implications for applications like natural language understanding and content generation. Due to their societal impact, LLMs require careful policies and regulations to ensure responsible deployment.

3.2 Hallucinations: Term adopted by the AI community to describe how models will, from time to time, provide fictitious answers. Hallucinations are content, answers, or information that appear to be accurate but are actually inaccurate or completely fabricated. The issue is not simply that the answers are wrong, it is that they are confident and convincing. Society has developed an endemic automation bias, humans favor suggestions from automated decision-making systems, often ignoring their own better judgment. Using output from AI tools without reviewing it for accuracy places the City at risk and may harm the reputation of the City with citizens, employees, and external entities.

3.3 Cybersecurity: The use of AI tools may introduce new opportunities for cyber-attacks. Hackers can manipulate language models and other AI tools to give away information they should not, including personal or sensitive information. Implementing AI tools without the proper cybersecurity safeguards and best practices places City systems and data at a higher risk of attack.

3.4 Confidentiality and privacy: Confidential and sensitive information, including customer, employee, or others' personal data entered into publicly available AI applications may leave residue inside the model that can become part of an output elsewhere afterwards or used to (re)train new models. Thus, any customer or employee personal information, proprietary information or intellectual property, Personally Identifiable Information (PII) (such as names, social security numbers, birthdates, home addresses, phone numbers, account numbers, or biometric data), or otherwise confidential information submitted to AI tools could appear in other users' output.

3.5 Model bias: AI tools incorporate any biases of the data sets that were used to train them. Model

output that is influenced by this modeling bias may make systematic errors or favor certain groups, leading to unfair or discriminatory outcomes that do not align with our organizations' core values.

3.6 Intellectual property: AI models are often trained on large, publicly available datasets. The outputs may therefore contain copyrighted information, or others' intellectual property. While ownership in many of these cases is unclear, the use of any materials that are not verified to be free of copyright protection may open the door to legal challenges for the City down the line.

3.8 Third-party risk: Data sent by City of Wauchula government agencies to third parties could be used in the third party's use of AI tools. For example, sensitive customer information is a potential risk if the organization uses an external software vendor that employs AI tools.

V. Acceptable and Prohibited Use Cases

The use of AI while performing work for the City of Wauchula shall be subject to approval of the City Manager and/or designee and any approved use of AI shall be in compliance with this policy and applicable law.

Any violation of this policy may result in disciplinary action.

VI. Policy

For any use of AI applications, employees must adhere to the following:

5.1 To avoid potential data leaks or security incidents:

- Do not install non-approved Application Programming Interfaces (APIs), plug-ins, connectors, or software related to AI systems.
- Do not implement or use in any way code generated by AI on City systems without human review and oversight.

5.2 To maintain the confidentiality of the City's sensitive information, including but not limited to employee and citizen personal information, City intellectual property, and copyrighted material, employees must only share information with approved personnel and only input sensitive information into AI systems approved to be used with protected and/or sensitive data. To maintain confidentiality:

- Do not input personal identifying information (PII) of employees, citizens, or other third parties.
- Do not input any confidential information, trade secrets, or copyrighted information in either a prompt or in information uploaded to an AI platform
- Do not input any City or personal data into any generative AI system without prior approval.
- Do not store sensitive data in any repository that may be used to train an AI system without approval for the express purpose of training the system.

- Do collect and input only the minimum amount of data necessary for the AI application to function effectively.
- Do anonymize data whenever possible and remove any metadata before inputting it into AI systems.

5.4 The use of AI within the Wauchula Police Department shall be limited to such that it may be only used to assist officers in tasks that are appropriate for Department purposes such as information retrieval, data examination, language translation or the preparation of other projects or tasks as assigned.

5.5 No Wauchula Police Department staff shall use AI technology in any way to prepare any part of a report, statement, supplement or exhibit that is later to be relied on in court or to act as an official record of the Department. This rule is to protect officers from a later claim that their “report” is not their own entire creation documenting in their own words what they personally observed. AI technology shall not be used in places where it replaces human judgement or in places where a human is expected to draft from personal observations or memory a record, or document, of what occurred such as in a log note, official police report, or use of force report.

5.6 Wauchula Police Department staff who are allowed to use AI, with permission for a Department function, shall ensure that such use is for a proper purpose outlined in this policy. In circumstances where it is unclear if such purpose is aligned with the City’s policy, staff will only use AI with the express permission of the Chief of Police and City Manager or their designee. When using AI, Department staff shall not enter any personal information about themselves, any City employee, or any person they are investigating or working with (i.e., witness, informant, probation client, inmate, etc.).

5.7 Fact check and review all content generated by AI. Do not rely on AI to provide accurate answers.

5.8 Disclose that you have used AI to generate content, when and where appropriate, such as where individuals are interacting with AI or with AI-generated content on the City’s website.

5.9 To protect our employees and citizens from harm, and to protect the City from reputational damage, employees must use AI pursuant to the City’s code of conduct and non-discrimination policies. AI-created content that is inappropriate, discriminatory, or otherwise harmful to our employees or citizens must not be used for work purposes. Such use could result in disciplinary action.

5.10 All employees are expected to report instances of non-compliance with this policy to their supervisor. Employees are encouraged to speak up if they witness misconduct.

VII. Failure to Comply

Users who fail to comply with any provision of this Policy may be subject to disciplinary action, up to and including potential dismissal. Any AI-related activities which appear to violate applicable laws will be reported to external law enforcement.

If monitoring systems and processes detect a possible policy violation or if a user reports a

possible policy violation that places the cybersecurity of the City at risk, the suspect event should be processed using appropriate security incident response processes.