



## **MARCH 3, 2025 CITY COMMISSION WORKSHOP AGENDA**

**Monday, March 03, 2025 at 5:00 PM**

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

**[www.cityofwauchula.gov](http://www.cityofwauchula.gov)**

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### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **CALL TO ORDER**

### **ROLL CALL**

### **OPEN COMMISSION WORKSHOP**

- 1.** Fire Prevention Discussion
- 2.** CFRPC Services Overview
- 3.** CFRPC Board Appointment
- 4.** Swine & Wine Special Event Application
- 5.** Resolution 2025-05 FDOT PTGA Wauchula Municipal Airport
- 6.** Resolution 2025-06 Right of Way Vacation
- 7.** Surplus Equipment

### **CITY ATTORNEY REPORTS**

### **CITY MANAGER REPORT**

### **CITY COMMISSIONER REPORTS**

### **CLOSE COMMISSION WORKSHOP**

### **OPEN CRA WORKSHOP**

- 8.** CRA RFP 24-05 Bid Award Recommendation
- 9.** Bay Street Housing Development Discussion

### **ADJOURNMENT**



32 **Article I. In General.**

33 **Section 15.1. Introduction and Title.**

34 This Chapter sets forth Hardee County's rules and regulations for intended to control fire hazards;  
 35 regulate the installation, use, testing, and maintenance of equipment; regulate the use of  
 36 structures, premises, and open areas; provide for the abatement of fire hazards, establish  
 37 responsibilities and the procedures for code enforcement; and setting for the standards for  
 38 compliance and achievement of these regulations with the objective of improving public safety.

39 This Chapter shall be the "Hardee County Fire Prevention Code".

40 **Section 15.2. Fire Prevention Division Established**

41 15.2.1 In accordance with Chapter 633, F.S., the Fire Chief shall designate a Fire Official as Fire  
 42 Marshal. The Fire Marshal of Hardee County shall be responsible for the enforcement of the  
 43 Hardee County Fire Prevention Code. To assist in the performance of the responsibilities and  
 44 duties placed upon the Fire Marshal of Hardee County, the Fire Prevention Division of Hardee  
 45 County is hereby established, to be under the control of the Fire Chief.

46 15.2.2 The Fire Prevention Division within Hardee County Fire Rescue shall operate under the  
 47 supervision of the Fire Marshal of Hardee County. In accordance with Chapter 633, F.S., the Fire  
 48 Marshal shall be responsible for the direct administration and enforcement of the Hardee County  
 49 Fire Prevention Code. The Fire Marshal may designate such number of Fire Inspectors as shall  
 50 from time to time be authorized by the Fire Chief of Hardee County.

51 **Section 15.3. Duties and Responsibilities**

52 15.3.1 It shall be the duty of the Fire Marshal and his/her designees to enforce all rules and  
 53 regulations of Hardee County Fire Prevention Code, which shall consist of but not be limited to  
 54 the following:

- 55 (A) Prevention of Fires  
 56 (B) The storage and use of explosives and flammables  
 57 (C) Installation and maintenance of automatic and other fire alarm systems and fire  
 58 extinguishing systems  
 59 (D) The means and adequacy of exits from buildings and all other places in which numbers  
 60 of persons work, live, or congregate from time to time for any purpose, in case of a fire  
 61 (E) Investigation of the cause, origin, and circumstances of fires  
 62 (F) Maintenance of fire cause and loss records

63  
 64 **Section 15.4. Definitions**

65 For the purposes of this Chapter, the following definitions shall apply unless the context clearly  
 66 indicates or requires a different meaning. Terms not defined herein shall have the meaning found  
 67 in the currently adopted edition of the Florida Fire Prevention Code.

68 **Authority Having Jurisdiction ("AHJ")** - Hardee County Fire Rescue through the Fire Chief  
 69 and/or his designated State Certified Inspector

70 **Building Code** -The Florida Building Code, as amended from time to time, Chapter 553, F.S.

71 **Building Rehabilitation** - Any work on an existing building that includes repair, renovation,  
 72 modification, addition, reconstruction, change of use, change of occupancy classification, change  
 73 of subclassification or any building as described in NFPA 101, Chapter 43.

74 **Division** – the Hardee County Fire Prevention Division as established in Section 15.2.

75 **Fire Department Access Road** – The road or other means developed to allow access and  
76 operational setup for firefighting and rescue operations

77 **National Fire Code** – The compilation of the National Fire Protection Association codes,  
78 standards, guides, recommended practices, and manuals published by the National Fire  
79 Protection Association and as adopted by Hardee County Fire Rescue.

80 **NFPA** – National Fire Protection Association as referenced in the Florida Building Code. NFPA  
81 Standards or NFPA Codes # shall mean the referenced code or standard as compiled and  
82 published by the National Fire Protection Agency

83 **Path of Egress** – A path of travel from any point within a building, including but not limited to, the  
84 exit access, exit, and exit discharge as delineated on the life safety plan and/or as determined by  
85 the AHJ.

86 **Story** - That portion of a building including between the upper surface of a floor and the upper  
87 surface of the floor or roof next above. A parking area beneath a building is considered a story.

88 **Substantial Damage** – this shall have the meaning as provided in the ULDC.

89 **Substantial Improvement** – this shall have the meaning as provided in the ULDC.

90 **Substantially Altered** – A structural alteration increasing the square footage of an existing  
91 building such that the square footage of the entire building exceeds that listed in the Florida Fire  
92 Prevention Code, shall be considered a substantial alteration.

93 **ULDC** - shall be the Hardee County Unified Land Development Code

#### 94 **Section 15.5. Adoption and Conflicts.**

95 **15.5.1 Florida Fire Prevention Code (FFPC)** –The Florida Fire Prevention Code as adopted by  
96 the State of Florida pursuant to Section 633.202, FS, as amended from time to time is hereby  
97 adopted and incorporated as fully as if set out at length herein, save and except such portions as  
98 are deleted, modified, added, or amended in this Chapter. Not less than one copy of the adopted  
99 issue of the Florida Fire Prevention Code of the National Fire Protection Association, and the  
100 adopted standards and codes of the National Fire Codes shall be filed in the office of Hardee  
101 County Fire Rescue and the provisions thereof shall be controlling within the limits of the County,  
102 and within any municipality which has entered into an interlocal agreement or contract for services  
103 from Hardee County Fire Rescue unless otherwise provided for. Whenever the Florida Fire  
104 Prevention Code as referenced herein and the Hardee County Code of Ordinances or the ULDC  
105 address an identical issue, the more stringent fire protection provisions shall apply unless  
106 otherwise prohibited by applicable Florida Law.

107 **15.5.2 Florida Building Code (FBC)** –All fire safety and/or protections standards or requirements  
108 of the Florida Building Code as identified in Section 15.4 of this Chapter are hereby incorporated  
109 and made a part of this Chapter Whenever the Florida Building Code or the Florida Fire Prevention  
110 Code addresses an identical issue, conflicts will be resolved in accordance with Section 533.73,  
111 F.S., as may be amended.

112 **15.5.3 Hardee County Unified Land Development Code (ULDC)** - Whenever there is a conflict  
113 between the ULDC and this Code, the more stringent fire protection provision shall apply.

#### 114 **Section 15.6 Application**

115 15.6.1 The provisions of this Chapter shall apply to all buildings, structures, vehicles, marine  
 116 vessels, premises, and conditions within the county. The provisions of this Chapter shall apply to  
 117 existing and new buildings except as otherwise expressly and specifically provided for in this  
 118 Chapter.. Structures, vehicles, marine vessels, premises, and conditions not in strict compliance  
 119 with this Chapter may be permitted to continue unless, in the opinion of the Fire Marshal, they  
 120 constitute a distinct fire hazard to life or property.

121 15.6.2 The provisions of this Chapter shall not apply to one- or two-family dwellings in the use or  
 122 maintenance thereof, except that this Chapter shall apply whenever the activity or use of such  
 123 dwelling creates a distinct fire hazard to life or property or is referenced by the Uniform Fire Safety  
 124 Standards as provided for under Section 633.206 FS, as amended from time to time.

125 15.6.3 The provisions of this Chapter shall not apply to those buildings or structures specifically  
 126 under the Uniform Fire Safety Standards of the State of Florida, as outlined in Section 633.206  
 127 FS, as amended from time to time.

128 15.6.4 The provisions of this Chapter shall be complied with whenever a building is built, or when  
 129 an existing building meets the Classification of Rehabilitation Work categories as listed in Chapter  
 130 43 of NFPA 101.

131 15.6.5 The provisions of this Chapter, as far as they are substantially the same as existing  
 132 provisions of law relating to the same subject matter, shall be construed as restatements and  
 133 continuations thereof and not as new enactments.

134 15.6.6 The adoption of this Chapter or the repeal of any other existing provision of law, including  
 135 regulations or orders, shall not be construed to alter any time limit that may have been imposed  
 136 by any existing law, regulation, or order of the Fire Marshal or other authority relating to  
 137 compliance with such limits.

138 15.6.7 If any provision of this Chapter is for any reason held to be invalid or unconstitutional by a  
 139 court of competent jurisdiction, it shall not affect the validity of the remaining provisions of this  
 140 Chapter.

141 15.6.8 Existing Buildings that are occupied at the time of the adoption of this Chapter may be  
 142 continued in use provided the following:

- 143 (1) The occupancy classification remains the same  
 144 (2) No serious life safety hazards exist that would constitute an imminent threat as  
 145 determined by the Fire Marshal  
 146 (3) The building was not previously under review for Code compliance

#### 147 **Section 15.7: Authority**

148  
 149  
 150 15.7.1 This Chapter is hereby deemed an exercise of the police powers of the County for  
 151 preservation of public health, safety and welfare and all provisions of this Chapter shall be liberally  
 152 construed for that purpose. This Chapter shall be administered and enforced by those fire officials  
 153 who shall be qualified pursuant to Section 633.216, F.S.

154  
 155 15.7.2 The Board of County Commissioners may, by Resolution or ordinance, establish fees as  
 156 determined necessary for the administration and enforcement of the provisions of this Chapter.

#### 157 **Section 15.8: Plans**

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160 15.8.1 The Fire Marshal or designee shall examine the submitted plans for evidence of  
 161 compliance with this Chapter. A complete set of plans, drawings, and specifications (including but  
 162 not limited to site, building, alarm, sprinkler, standpipe, hood exhaust systems, etc.) shall be  
 163 submitted to the Division. Failure to do so will result in the issuance of a Stop Work Order, which  
 164 will be enforced until the required material is provided.

165  
 166 15.8.2 All fire alarm, sprinkler system, hood, and extinguishing system drawings shall be  
 167 submitted and approved prior to the commencement of any work on each respective system.  
 168 Such system design criteria shall be included with the full architectural plan submittal.

169  
 170 15.8.3 The Division shall provide review comments following the rejection of any submitted plans.  
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 173 **Section 15.9: Fees for fire code inspections and other fire code inspection-related**  
 174 **services/Permits**

175  
 176 15.9.1 Fees shall be charged to the user/consumer for new construction permits, inspections, and  
 177 yearly fire prevention code inspections and re-inspections, as required by Section 15.38,  
 178 performed on structures or buildings by Hardee County Fire Rescue as prescribed in the Hardee  
 179 County Fee Schedule, adopted by Resolution. . Fees for other fire code inspection-related  
 180 services, including, but not limited to, fire pump tests, hydrant tests, and preliminary plans review,  
 181 shall be charged to the user/consumer as prescribed in the Hardee County Fee Schedule,  
 182 adopted by Resolution.

183  
 184 15.9.2 This section shall not apply to single-family or duplex residential units, except where the  
 185 installation of fire suppression systems, fire alarm systems, or liquid petroleum fuel tanks are  
 186 proposed, or required by this Chapter, the Florida Building Code, the FFPC, or the ULDC.  
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188  
 189 **Section 15.10 Enforcement and Penalties.**

190 (A) Responsibility for enforcement. Hardee County Code Enforcement Officers shall have the  
 191 power and authority to enforce this Chapter.

192 (B) Penalties. Penalties for violations of the ordinances to enforce shall be in the amount  
 193 prescribed in the Schedule of Civil Penalties adopted by Resolution, or as otherwise provided in  
 194 this Code or by law.

195 (C) Enforcement procedures. A violation of this Chapter shall be enforced pursuant to the  
 196 procedures set forth in Chapter 3.

197 **Section 15.11 Violations.**

198 Except as otherwise may be provided for, any person violating any of the provisions of this  
 199 Chapter shall be punishable as provided for in Chapter 3 of this Code.

200 **Section 15.12 Other Remedies.**

201 The procedures contained herein are declared to be additional and supplemental means of  
 202 enforcing the codes and ordinances of Hardee County, Florida. Nothing contained herein shall  
 203 be construed as limited any of means of enforcement consistent with general or special law of the  
 204 Hardee County Code of Ordinances.  
 205

206 **Section 15.13 Appeals.**

207 Appeals from this Chapter shall be in accordance with Section 3-8 of the Code.

208 **Section 15.14 No Liability for Reasonable, Good Faith Trespass by Enforcement Officer.**

209 The Hardee County Sheriff's Office and Officer's acting pursuant to this Code, any Code  
 210 Enforcement Officer, any Animal Control Officer, and the County shall be immune from  
 211 prosecution, civil or criminal, for reasonable, good faith trespass upon private property while in  
 212 the discharge of duties under this Chapter.

213 **Section 15.15 Abatement.**

214 Failure to comply with or appeal the terms of this Chapter shall constitute a continuing nuisance.  
 215 The County Manager or designee shall then have the authority, even during the pendency of  
 216 an appeal, to promptly abate the nuisance, in whole or in part, at the expense of the owner. At  
 217 least five days prior to an abatement of a nuisance pursuant to this Chapter, the County shall  
 218 give notice to the owner of the property that the County will correct the violation if it is not  
 219 otherwise corrected by the date specified in the notice and that all costs incurred will become a  
 220 lien against the property. Such notice shall be provided in accordance with Chapter 3. The  
 221 County, through its agents or authorized contractors, is authorized to enter upon the premises  
 222 and take such steps as are reasonably necessary to effect abatement. The County shall not be  
 223 required to have any nuisance abated by its contractors or agents.

224 **Section 15.16 Abatement Nuisance Emergency.**

225 The County Manager shall have the authority to promptly abate a nuisance that poses an  
 226 immediate risk to the health, safety, and welfare of pedestrians, young children, and the general  
 227 public, regardless of whether notice of the violation has been previously provided to the owner.  
 228 Examples of such nuisances include, without limitation, obstructing access to a road, driveway,  
 229 fire lane, etc. by a fire truck or other fire fighting apparatus. The County Manager or designee  
 230 shall have the authority to order the immediate removal of the obstruction.

231 **Section 15.17 Assessment of Cost of Abatement; Imposition of Lien.**

232 As soon after such abatement as provided for herein is feasible, the cost, plus administrative  
 233 costs and recording fees for abating the nuisance on such premises, shall be calculated and  
 234 invoiced by the County to the owner of the premises. The cost plus said expenses are due and  
 235 payable upon the date of the mailing of said invoice. Such additional charges are hereby declared  
 236 to be necessary for the purpose of inspection and administration and enforcement of this Chapter.  
 237 Thereupon, the County shall levy a special assessment lien in the amount of such cost plus  
 238 administrative costs and recording fees against such premises. Such lien shall describe the  
 239 premises and show the total costs assessed are due and payable. Until payment is complete,  
 240 such assessments shall be legal, valid and binding obligation upon the property. Thirty days after  
 241 the filing of the lien, interest shall begin to accrue at the rate of 12 percent per annum on any  
 242 unpaid portion thereof.

243

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245 **Sections 15.18-15.19 Reserved.**

246 **Article II. FIRE PREVENTION REGULATIONS**

247

248 **Section 15.21: Periodic Fire Safety Inspections**

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250 15.21.1 The Florida Fire Prevention Code and the Florida Statutes provide that each county,  
 251 municipality, and special district with fire safety responsibilities is required to enforce the Florida  
 252 Fire Prevention Code. Such enforcement requires inspections of each new structure or building  
 253 whose occupancy type is defined by the state statute and the Florida Fire Prevention Code. Fire  
 254 safety annual inspections shall be conducted on each existing structure or building as defined by  
 255 the Ch. 633, F.S. and the Florida Fire Prevention Code as adopted by the State Fire Marshal.

256  
 257 15.21.2 No such building shall be occupied without the required fire safety inspection. The  
 258 frequency of the inspections shall be in accordance with Section 15.38 of this Ordinance.

259  
 260 **Section 15.22: Unnecessary/False Alarms**

261  
 262 15.22.1 The purpose of this section shall be to regulate and control the malfunctioning,  
 263 negligence, or unintentional act resulting in the unnecessary response of emergency vehicles. In  
 264 the case of unnecessary/false alarms, the AHJ shall cause an investigation to be made and keep  
 265 a record of the number of unnecessary/false alarms on file.

266  
 267 15.22.2. For this section, the definition of “twelve-month period” shall mean the twelve months  
 268 immediately prior to the most recent fire alarm activation this department responded to which has  
 269 been determined to be a nuisance or false alarm.

270  
 271 15.22.3 Persons owning, managing, or otherwise overseeing the premises shall be responsible  
 272 for regulating and controlling the use and maintenance of an automatic fire alarm system for those  
 273 premises. The transmission of an excessive number of unnecessary/false alarms, as defined  
 274 herein as the result of malfunctions, negligence, or unintentional acts resulting in the necessary  
 275 response of emergency vehicles shall constitute a violation of this Chapter. The owner, tenant,  
 276 manager, or person in charge shall, after the performance of an investigation by the AHJ as to  
 277 the causes for each such unnecessary/false alarm, be responsible for such violation and may be  
 278 assessed a service fee pursuant to the Fire Prevention Service Fees Resolution. An excessive  
 279 number of unnecessary/false alarms for any premises within the County is defined as six (6) or  
 280 more such unnecessary/false alarms within any given twelve (12) month period.

281  
 282 15.22.3.1 For the first through third unnecessary/false alarms, , occurring in any given twelve-  
 283 month period, no action will be taken.

284  
 285 15.22.3.2 For the fourth and fifth unnecessary/false alarms in the same twelve-month period, a  
 286 warning in writing shall be issued.

287  
 288 15.22.4 All unnecessary/false alarms in excess of six (6) in one twelve-month period shall be  
 289 assessed a fee as prescribed in the Schedule of Civil Penalties adopted by Resolution.

290  
 291 **15.22.53 Construction Related Nuisance Alarm**

292  
 293 15.22.5 Any active or open permitted work conducted by contractors, subcontractors, or other  
 294 construction-related fields (i.e., painting, Demolition, etc.) resulting in a false and/or nuisance  
 295 alarm shall be assessed a fee in accordance with Section 15.22 until the time the permit is closed..

296  
 297 **Section 15.23: Required Access for Fire Apparatus**

298  
 299 15.23.1 Fire and Emergency access may be required by the Fire Marshal and shall meet or  
 300 exceed the access requirements of NFPA 1, Chapter 18 taking into account aerial apparatus

301 placement and operations, unless otherwise approved by the AHJ. Provide at least two (2)  
302 accessible sides of all commercial, professional, industrial, and multi-family occupancy buildings.

303  
304 **15.23.2** Emergency access shall be kept unobstructed at all times and from any future growth  
305 and shall be dedicated on the approved site plan for the life of the building.

### 306 **15.23.3 Automatic Vehicle Access Control Gates**

307  
308  
309 **15.23.3.1** Plans for each automatic gate system shall be submitted to the Division for review and  
310 approval prior to the initiation of any construction.

311  
312 **15.23.3.2** When in the fully open position, gates shall allow not less than fifteen (15) feet of  
313 horizontal clear space, including the roadway surface, as measured from inside curb to inside  
314 curb. A vertical clear space of not less than thirteen (13) feet six (6) inches shall also be required.

315  
316 **15.23.3.3** Each system shall have as a minimum for operation

317 (A) Fire Department access shall be through the use of an access key switch. The key  
318 switch shall match the fire department key. The key switch shall be mounted at the gate  
319 entrance (as approved by the AHJ) as to ensure fire department access is not hindered  
320 due to the malfunction of the gate.

321  
322 (B) In the event of power outages, a battery backup system shall cause the gate(s) to be  
323 opened on the entry side of the complex to allow for emergency access (see 13.3.2). The  
324 gate(s) shall remain in the fully open position until power is restored.

325  
326 (C) Any additional automatic gate system standards shall be developed in conjunction with  
327 Hardee County to ensure Department access to gated subdivisions or developments  
328 through the use of an approved device or system.

329  
330 **15.23.3.4** If the gate is to be used for emergency access only, signage shall be installed on both  
331 the interior and exterior of the gate indicating the gate is to be used for emergency access only  
332 and prohibiting parking.

333  
334 **15.23.3.5** In the event the gate becomes non-operational, the gate shall be secure in the fully  
335 open position until such time as the minimum requirements as outlined above have been restored  
336 to a fully operational condition.

337  
338 **15.23.3.6** Upon initial acceptance of the automatic gate(s), fire department personnel shall mark  
339 the entry gate(s) with reflective tape markings. These markings shall be maintained by the  
340 property owner or management.

341  
342 **15.23.3.7** No automatic vehicle access gate or crossbar used for entry control shall be placed in  
343 service until such time as the opening features have been inspected, tested, and approved by the  
344 jurisdiction.

### 345 **15.23.4 Fire Lanes**

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347  
348 **15.23.4.1** Fire Lanes, where required by the AHJ, shall meet the requirements of the Hardee  
349 County Land Development Code and NFPA 1. Where the Hardee County Land Development  
350 Code and NFPA 1 address identical issues, the more stringent fire protection feature shall apply.

352 15.23.4.2 Fire lanes shall be established and maintained on private property where the public has  
 353 the right to travel by motor vehicle or where the public is permitted by invitation or by license to  
 354 travel by motor vehicle, to the extent that any such lane is necessary for access to buildings by  
 355 fire trucks or other firefighting apparatus, as determined by the Fire chief or Fire Marshal, or  
 356 designee.

### 357 15.23.5 Closing of Private Driveways, Roadways, and Entrances

358 15.23.5.1 It shall be unlawful for any person to have or cause to have any driveway, roadway, or  
 359 entrance barricaded or blocked by obstacles which would interfere with the response of the  
 360 Department or other emergency vehicles. If an existing building requires a change of access, the  
 361 owners shall provide revised life safety plans and obtain a permit from the County.

### 362 15.23.6 Dead Ends

363 15.23.6.1 Dead End fire department access roads in excess of 150 ft. in length shall be provided  
 364 with approved provisions for the turning around of fire apparatus. Turnarounds of the following  
 365 dimensions shall be provided:

- 366 \_\_\_\_\_ (1) Eighty (80') foot diameter cul-de-sac
- 367 \_\_\_\_\_ (2) Eighty (80') foot Wye
- 368 \_\_\_\_\_ (3) Eighty (80') foot Hammerhead
- 369 \_\_\_\_\_ (4) Forty (40') foot Shunt

370 Diagrams of the same appear in the table located in Section 31 Table 1.

371 15.23.2 During Construction, when combustibles are brought onto the site in such quantities as  
 372 deemed hazardous by the AHJ, access roads and a suitable temporary supply of water  
 373 acceptable to the AHJ shall be provided and maintained. Where the access roadway cannot be  
 374 provided, an approved fire protection system or systems shall be installed as required and  
 375 approved by the AHJ.

376 15.23.7 Penalty. See Section 15.10

### 377 Section 15.24: Key Box / Lock Systems

378 15.24.1 When a structure is equipped with a fire alarm system, fire sprinkler system, or standpipe  
 379 system or where required by the AHJ, an approved key box shall be required. The tumbler shall  
 380 match the Fire Department key. The location of the box shall be approved by the Division. Keys  
 381 shall be provided to gain access to the fire alarm panels, electrical room, sprinkler room, and any  
 382 other area to which the department may require access. Applications for the key box may be  
 383 obtained from the Division.

384 15.24.1.1 Installation of the key box shall be a maximum height of six (6) feet or as approved by  
 385 the AHJ.

386 15.24.1.2 New buildings requiring a key box shall have a recessed-style box installed unless  
 387 otherwise approved by the AHJ.

388 15.24.2 In the event manual gates are installed which would impede access to a building, or  
 389 complex of buildings, the gate shall meet the minimum requirements for access and clearances  
 390 as specified in Section 13.3.2 of this Code.

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**15.24.3 Penalty.** See Section 15.10

### **Section 15.25: Storage and/or Use of Appliances**

**15.25.1** This section shall apply to all buildings and structures.

*Exceptions: Two-family dwellings of one-story design and single-family dwellings or Commercial cooking appliances*

**15.25.2** For the purpose of this section, an outdoor cooking appliance shall mean any portable and non-portable cooking appliance, grill, stove, or smoker, fueled or powered by electricity, wood, charcoal, liquefied petroleum gas, natural gas, gasoline, kerosene, naphtha, alcohol, or other liquid or gaseous fuels.

**15.25.3** Outdoor cooking appliances shall be operated a minimum of ten (10) feet from the exterior of buildings or structures.

**15.25.4** It shall be unlawful for any person to use or cause to be used any outdoor cooking appliance on any balcony, within a screened enclosure, in any covered parking area, in any corridor or hallway, under any overhang, or within any area of any building or structure; notwithstanding the foregoing, a tabletop or counter top electric grill, with a cooking surface that is two hundred (200) square inches or less in size, may be used on a balcony, as long as the balcony is not enclosed or within a screened enclosure.

**15.25.5** No person shall place or maintain any gas or propane cylinders on porches, breezeways, balconies, or attached garages of a multi-unit, multi-story building.

**15.25.6** No person shall store or use any other heat-producing device or appliance which is determined by the AHJ to be unsafe due to its application or use.

**15.25.7 Penalty.** See Section 15.10

### **Section 15.26: Festival Seating**

**15.26.1** Festival seating as defined in the current edition of the Life Safety Code shall be prohibited in any building within Hardee County.

### **Section 15.27: Premise Identification for First Responders**

**15.27.1** All new and existing buildings shall include signage that identifies the building address. All such signs shall be permanent and shall meet the requirements of NFPA 1. All such signage shall be placed on buildings in such a manner that their address numbers are legible and visible from the road or street fronting the property.

### **Section 15.28: Fire Alarm Systems**

**15.28.1** General Requirements

**15.28.1.1** Approved Fire Alarm Systems shall be installed in buildings as follows:

- 454  
455 (1) All required Fire Alarm Systems shall be annunciated and monitored.  
456 (2) Fire Alarm control panels or required remote annunciators shall be installed within six  
457 (6) feet of the primary entrance.  
458 (3) Horn/Strobe lights shall be installed on the exterior of each building for which a fire  
459 alarm system is required so as to be easily seen from the street and its location  
460 approved by the AHJ. The light shall be either red or white in color.  
461 (4) Outside Stem and Yoke (OS&Y) valves on fire line backflow preventers shall be  
462 equipped with tamper switches and secured through the use of chain(s) and lock(s).  
463

## 464 **Section 15.29: Fire Sprinkler and Standpipe Systems**

### 465 **15.29.1 General Requirements**

466  
467 **15.29.1.1** Approved Fire Sprinkler Systems shall be installed in buildings as required by the  
468 currently adopted Florida Fire Prevention Code.

469  
470 **15.29.1.2** Electric fire pumps that are required to ensure adequate flow and pressure in the  
471 sprinkler system shall be connected to an emergency power system per the current edition of  
472 NFPA 70.

473  
474 **15.29.1.3** All buildings having a fire sprinkler system shall have an approved audible and visual  
475 waterflow alarm (horn/strobe) provided on the exterior of the building in an approved location,  
476 facing the street front of the building.

477  
478 **15.29.2** All newly installed underground piping supplying water-based extinguishing systems that  
479 utilize plastic compounds, shall be identified by tracing tape or an approved method, from the  
480 point of connection to the base of the riser.

481  
482 **15.29.3** All sprinkler system installations shall be approved by the AHJ and all sprinkler system  
483 connections to the public water distribution system shall be approved by either the Hardee County  
484 Utilities Department or the Utilities Department of the respective municipalities.

485  
486 **15.29.4** All fire department connections shall be located on the private property side of the fire  
487 line backflow preventer unless a specific exception is issued in writing by the Fire Marshal. Such  
488 connection shall be attached directly to the backflow preventer, or approved free-standing FDC,  
489 and shall be a 2 1/2" or 5" Storz connection unless otherwise approved by the AHJ.

### 490 **15.29.6 Preplanned Sprinkler System Impairments**

491  
492 **15.29.6.1** The requirements of the current edition of NFPA 25 and the Florida Administrative Code  
493 (FAC) shall apply to fire sprinkler system impairments.

494  
495 **15.29.2** The AHJ shall be notified by the building/property owner, occupant, the impairment  
496 coordinator, or the licensed contractor conducting the work which will cause the scheduled  
497 impairment, no less than three (3)  
498 business days prior to the scheduled impairment. This will allow the building owner, agent,  
499 contractor, or other responsible parties to notify the AHJ of all arrangements to ensure life safety  
500 is upheld.  
501  
502  
503  
504

505 **15.29.7 Standpipe and/or Hose Connections**

506  
507 **15.29.7.1 Standpipes and/or hose connections shall be required for buildings three (3) or more**  
508 **stories in height.**

509  
510 **15.29.7.2 Locations of standpipes and/or hose connections shall be required at each level and**  
511 **shall be approved by the AHJ.**

512  
513 **15.29.7.3 Installations shall be in accordance with NFPA 14.**

514  
515 **15.29.7.4 The AHJ may waive this requirement when firefighting access can be accomplished**  
516 **with pre-connected hoses to remote locations from firefighting apparatus.**

517  
518 **15.29.7.4.1 Any such waiver as outlined in 15.29.7.4 shall be authorized in writing for the AHJ**  
519 **and such waiver shall be acquired prior to initiation of any construction.**

520  
521

522 **Section 15.30: Fire Protection Water Supply**

523  
524 **15.30.1 In all developments, the adequacy of fire protection services, water capacity, hydrant**  
525 **locations, fire lanes, and maneuvering areas are subject to the approval of the Fire Marshal with**  
526 **the requirements set forth herein determined as minimum provisions.**

527  
528 **15.30.2 All fire hydrants, wet or dry, shall be installed in accordance with the requirements of**  
529 **NFPA as referenced in the FFPC.**

530  
531  
532 **15.30.3 Fire hydrants shall be installed in all new developments that meet any of the following**  
533 **criteria:**

- 534 **(1) All developments that require an extension of the water distribution system**  
535 **(2) All developments that require submission of a preliminary site plan as set forth in the**  
536 **Hardee County Land Development Code**  
537 **(3) When, in the opinion of the AHJ, access to or distance from public fire hydrants would**  
538 **hamper or impair Firefighting operations**  
539 **(4) All new water distribution systems shall be considered for hydrant locations and**  
540 **spacing by the AHJ**

541  
542 **15.30.4 Approved Fire Hydrant: an approved fire hydrant shall mean a fire hydrant connected to**  
543 **a water main of not less than six (6) inches in diameter and shall meet the performance standards**  
544 **required by the AHJ, or its**  
545 **designee, and shall have one (1) 4 ½” and two (2) 2 ½” hose connections. All hydrant installations**  
546 **shall be approved by the jurisdiction in which they are located as pertains to the availability of**  
547 **water pressure, volume, and reliability of water service.**

548  
549 **15.30.5 A fire hydrant shall be located within one hundred (100) feet from the fire department**  
550 **connection, as measured by the normal route of travel or as otherwise approved by the AHJ.**

551  
552 **15.30.6 No person shall place or keep any post, fence, vehicle, growth, vegetation, trash, or**  
553 **storage of other materials that would obstruct a fire hydrant or fire protection appliance and hinder**  
554 **or prevent its immediate**

555 use by fire department personnel. Fire hydrants and fire protection appliances shall be maintained  
 556 readily visible.

557  
 558 **15.30.7** The following clearances shall be maintained for all fire hydrants and fire protection  
 559 appliances.

560  
 561 (1) A clearance of five (5) foot clear space shall be maintained around the circumference  
 562 of the fire hydrant and/or appliance, except as otherwise required or approved.

563  
 564 **15.30.8 Reflective Markings**

565  
 566 (1) Blue Markers shall be placed to indicate the location of a Hydrant  
 567 (2) Red Markers shall be placed to indicate the location of Fire Department Connections  
 568 to a sprinkler or standpipe system

569  
 570 **15.30.9** Dry Hydrants and alternate water supplies for firefighting purposes shall comply with the  
 571 most current edition of the Florida Fire Prevention Code and NFPA 1142, Standard for Water  
 572 Supplies for Suburban and Rural Fire Fighting including Annex A & B.

573  
 574 **15.30.10** All exterior fire protection piping must be painted red or a contrasting color from the  
 575 building.

576  
 577  
 578 **Section 15.31: Mobile Food Dispensing Vehicle (MFVD)**

579  
 580 **15.31.1** Mobile and/or temporary cooking operations shall be inspected prior to operation at each  
 581 event/location within the county.

582  
 583 **15.31.2** Cooking equipment used in mobile and/or temporary cooking concessions, such as  
 584 trucks, trailers, and/or buses shall comply with NFPA 1, NFPA 10, NFPA 96, FFPC, FAC 5K,  
 585 and/or FAC 61C, as applicable.

586  
 587 **15.31.3** Each vendor shall be properly licensed by the Florida Department of Business and  
 588 Professional Regulation (DBPR), Division of Hotels and Restaurants, and/or the Florida  
 589 Department of Agriculture, Division of Food Safety.

590  
 591 **15.31.4 Penalty.** see Section 15.10

592  
 593 **Section 15.32: Fireworks**

594  
 595 **15.32.1** Permits for fireworks displays, flame effects, and pyrotechnics shall be regulated by the  
 596 applicable provision of this Code, including NFPA 1123, NFPA 1126, and NFPA 160.

597  
 598 **15.32.2** Any fair, association, amusement park, other organization, individual or group of  
 599 individuals shall apply to the AHJ of Hardee County Fire Rescue for a permit for the display and  
 600 loading of fireworks, flame effects or pyrotechnics at least fifteen (15) days in advance of the date  
 601 of display. The application shall contain all of the following:

602  
 603 (1) The exact location of the display  
 604 (2) The number, type, and size of the pyrotechnics and/or fireworks to be displayed.  
 605 (3) The name and qualifications of the individuals performing the display.

606 (4) Proof of liability insurance in the amount of \$1,000,000.00 (one million dollars),  
 607 minimum, in which the County is named as a co-insured party.

608 (5) A non-refundable application fee, per the fee schedule.  
 609

610 **15.32.3** The AHJ or his designee shall issue a permit to the applicant upon satisfaction of the  
 611 conditions listed in the above section, including NFPA 1123, NFPA 1126, and NFPA 160.

612  
 613 **15.32.4** Standby fire watch shall be on duty from the time of display set up, during the display,  
 614 and until termination of the display and removal of all fireworks, debris, pyrotechnical materials,  
 615 and devices from the site.

616  
 617 **15.32.5** The requirements for the use of pyrotechnics before a proximate audience shall be in  
 618 accordance with the standards as set forth in the FFPC.

619  
 620 **15.32.6** Any indoor use of pyrotechnics shall not be permitted in buildings or any portion thereof  
 621 unless protected by an approved automatic sprinkler system.

622  
 623 **15.32.6.1** Indoor use of pyrotechnics shall be prohibited in temporary structures such as tents and  
 624 canopies.

625  
 626 **15.32.7 Penalty.** See Section 15.10

627  
 628 **Section 15.33: Alternate Fire Extinguisher Placement**

629  
 630 **15.33.1 Application.** This alternative to fire extinguisher placement shall apply to multi-unit  
 631 residential buildings only.

632  
 633  
 634 **15.33.2** Where, in the opinion of the AHJ, it is difficult or impractical to have fire extinguishers  
 635 inside each residential unit inspected and tagged annually, as required by FFPC, and verified by  
 636 the Division, the AHJ may require that the fire extinguishers be installed on the exterior of the  
 637 structure.

638  
 639 **15.33.3** All other requirements of NFPA 10 shall be maintained.

640  
 641 **15.33.4 Penalty.** See Section 15.10

642  
 643 **Section 15.34: Certificate of Inspection**

644  
 645 **15.34.1** No building shall be occupied in whole or in part without the approval of, and issuance of  
 646 a Certificate of Occupancy inspection report being completed and filed by the AHJ.

647  
 648 **15.34.2** A Certificate of Occupancy shall not be issued until the occupancy has passed inspection  
 649 by the Hardee County Fire Prevention Division and said fees have been paid in full.

650  
 651 **15.34.3 Penalty.** See Section 15.10

652  
 653 **Section 15.35: Change of Use/Occupancy**

654  
 655 **15.35.1** The Division shall only conduct its inspection when there is a change of use/occupancy  
 656 after the Hardee County Zoning Department and the Hardee County Building Department have

657 inspected the premises to ensure the structure(s) is/are properly zoned and in compliance with  
 658 applicable Florida Building Codes.

659  
 660 **15.35.2** No building that requires a certificate of occupancy (CO) from the Building Official shall  
 661 be occupied for any purpose until a Fire Department fire final inspection has been approved  
 662

663 **Section 15.36: Cease and Desist Order or Stop Work Order**

664  
 665 **15.36.1** Whenever the violation of any provision of this Code presents an immediate danger to  
 666 life, safety, or property or when any new construction or existing building is occupied in whole or  
 667 in part in violation of the provisions of this Code, or when any fire, explosion or other such disaster  
 668 occurs and presents an immediate danger to life or property, the AHJ shall immediately post, or  
 669 cause to be posted a Cease and Desist Order, Stop Work Order or other approved signage or  
 670 documentation on the premises and shall suspend any and all  
 671 use of the building, marine vessel, structure, or premises until such time that the danger to life or  
 672 property has been removed or correction to the violation has been made.

673  
 674 **15.36.2** If it is determined by the AHJ that a violation specified in this subsection exists, the AHJ  
 675 or designee may issue and deliver to the person committing the violation an order to cease and  
 676 desist from such violation, to correct any hazardous condition, to preclude occupancy of the  
 677 affected building or structure, and/or vacate the premises of the affected building or structure.  
 678 Such violations include one or more of the following:

- 679 \_\_\_\_\_
- 680 (1) A violation of any provision of this section, of any rule adopted pursuant thereto, of any  
 681 applicable Uniform Fire Safety standard adopted pursuant to Florida Law, which is not  
 682 adequately addressed by an alternative requirement adopted on a local level.
- 683
- 684 (2) A substantial violation of an applicable minimum Fire Safety standard adopted in  
 685 pursuance to Florida Law, which is not reasonably addressed by any alternative  
 686 requirement imposed at the local level, or an unreasonable interpretation of any  
 687 applicable minimum fire safety standard, and which violation or interpretation clearly  
 688 constitutes a danger to, safety, or property.
- 689
- 690 (3) A building or structure that is in a dilapidated condition and as a result thereof creates  
 691 a danger to life, safety, or property.
- 692
- 693 (4) A building or structure that contains explosive matter or flammable liquids or gases  
 694 constituting a danger to life, safety, or property.

695  
 696 **15.36.3** If, during the conduct of a fire safety inspection authorized by Florida Law, it is determined  
 697 that a violation described in this section exists that poses an immediate danger to the public  
 698 health, safety, or welfare, the AHJ may issue an order to vacate the building in question, which  
 699 order shall be immediately effective and shall be an immediate final order. With respect to a facility  
 700 under the jurisdiction of a District School Board or Community College Board of Trustees, the  
 701 order to vacate shall be issued jointly by the District Superintendent or College President and the  
 702 AHJ.

703  
 704 **15.36.4** The AHJ may seek an injunction in the Circuit Court of Hardee County to enforce an order  
 705 issued pursuant to this subsection.

706  
 707 **15.36.6 Penalty.** See Section 15.10

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## **Section 15.37: Burn Ban Implementation Procedures**

**15.37.1** Hardee County Fire Rescue finds and declares that the provisions of this Section are necessary to protect the health, safety, and welfare of the Hardee County Citizens and their property when extreme dry weather conditions due to lack of normal precipitation increase the threat of fire or other disaster, thereby threatening the safety of life and property. Outside burning in unauthorized areas during dry weather conditions increases the danger of wildfires throughout the County. The purpose and intent of this Section is to provide an orderly and expeditious procedure for implementing a ban on open burnings when extreme dry weather conditions warrant such a ban.

### **15.37.2 Burn Ban**

(1) The County Manager shall have the power, duty, and responsibility to sign a Burn Ban Executive Order prohibiting all open burning within the County when dry weather conditions result in a Keetch-Byram Drought Index reading is 600 or higher, or under the advisement of the Fire Chief or his designee. Unless otherwise provided, the Burn ban shall take effect upon the County manager signing the Executive Order.

(2) The burn ban prohibition will continue to be in effect in seven (7) day increments for as long as the Keetch-Byram Drought Index is at or above 600, or under the advisement of the Fire Chief or his designee, unless rescinded as provided in this section.

(3) This burn ban prohibition will be lifted after the Keetch-Bryam Drought Index has fallen below 600 for at least seven (7) consecutive days, and any further disaster is mitigated.

(4) If the Keetch-Byram Drought Index falls below 600 for at least seven (7) consecutive days, and any further disaster has been mitigated calling for the rescinding of the Burn Ban Executive Order, and the County Manager or designee shall have the authority to rescind the Burn Ban Executive Order.

### **15.37.3 Publication of Burn Ban**

(1) The Fire Chief or his designee shall immediately publish the Burn Ban on and in all forms of media for general circulation in Hardee County for a minimum of 7 days. A copy of the Burn Ban shall be kept available for public inspection during the regular business hours of the office of the Clerk of the Board of County Commissioners.

### **15.37.4 Applicability**

The Burn Ban shall apply to all unincorporated areas of Hardee County and within the corporate limits of each Hardee County municipality where Hardee County Fire Rescue is the provider of fire services and the governing body certifies to the Board of County Commissioners that the municipality adopted the Burn Ban through the governing body and desires to be subject to the provisions of this Burn Ban.

### **15.37.5 Penalty See Section 15.10.**

## **Section 15.38: Minimum Inspection Frequency**

<b>Occupancy Risk</b>	<b>Frequency</b>
<u>High</u>	<u>Annual</u>
<u>Moderate</u>	<u>Biennially</u>
<u>Low</u>	<u>Triennially</u>
<u>Critical Infrastructure</u>	<u>Per AHJ</u>

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Occupancy Risk Defined

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**High-Risk Occupancy.** An occupancy that has a history of high frequency of fires, high potential for loss of life or economic loss, or that has a low or moderate history of fires or loss of life but the occupants have a high dependency on the built-in fire protection features or staff to assist in evacuation during a fire or other emergency

- Examples of high-risk occupancies could include multiple family swellings, high-rise buildings, hotels, dormitories, lodging and rooming, assembly, child care, detention, educational, health care, and industrial.

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**Moderate-Risk Occupancy.** An occupancy that has a history of moderate frequency of fires or a moderate potential for loss of life or economic loss

- Examples of moderate-risk occupancies could include ambulatory health care and industrial occupancies that do not maintain, store, use, or handle hazardous materials in excess of exempt amounts.

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**Low-Risk Occupancy.** An occupancy that has a history of low frequency of fires and minimal potential for loss of life or economic loss.

- Examples of low-risk occupancies could include storage, mercantile, and business

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**Critical Infrastructure.** The assets, systems, and networks, whether physical or virtual, that are so vital to the community that their damage or destruction would have a debilitating effect.

- Examples of critical infrastructures could include water treatment plants, special structures, public safety buildings, and power plants.

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**Section 3. Conflicts.** All Sections or parts of Sections of the County Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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**Section 4. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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**Section 5. Codification.** That it is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the County Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

799  
800

**Section 6. Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

801 **PASSED ON FIRST READING** on the 16th day of January, 2025.  
802 **PASSED AND ADOPTED ON SECOND READING** this 20th day of February, 2025.

803  
804  
805 THE BOARD OF COUNTY COMMISSIONERS OF  
806 HARDEE COUNTY, FLORIDA  
807

808  
809  
810 \_\_\_\_\_  
811 Russell A. Melendy, Chair

812 ATTEST:

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815  
816 \_\_\_\_\_  
817 Victoria L. Rogers, Ex-Officio Clerk to the  
818 Board of County Commissioners

819  
820  
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822 APPROVED AS TO FORM & LEGAL  
823 SUFFICIENCY

824  
825  
826 \_\_\_\_\_  
827 Sarah Johnston, County Attorney



**EVENT DETAILS**

**CITY FACILITIES TO BE USED, SERVICES REQUESTED AND EVENT ACTIVITIES –  
PLEASE CHECK ALL THAT APPLY**

- Heritage Park & Pavilion
- Auditorium
- Alcohol Sales/Distribution
- Food Vendors
- Trash Collection (during event)
- Park Restrooms
- Street Closure(s)\*\*\*
- Police
- Art & Craft Vendors
- Admission Charged
- Kids Activities (inflatables, rock walls, etc)
- Band/DJ
- Parade
- Merchandise Vendors
- AV System (auditorium only)\*\*

\*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Hardee County Players to coordinate use and fees or renters may supply their own equipment.

\*\*Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

\*\*\*Map detailing desired street closures must be submitted with the application

**ADDITIONAL EVENT DETAILS**

Road Closure of George Burns Ave from  
 Main Street North to Palmetto Ave.  
 Within the Street closure is the designated  
 area for possession and consumption of  
 alcohol.

**Damage/Clean Up Statement:** Any organization that holds a special event will be responsible for any area that is utilized during the event. Organizations are required clean the event area immediately following the event. Organizations will be financially responsible for any damage to the event area that occurs during the event. **NOTE: Failure to properly clean event area(s) and/or damage occurred to the event area(s) will result in forfeiture of the deposit refund (up to 100%) and assessment of additional fees. Organizations assessed fees during or after the event will be invoiced by CITY OF WAUCHULA on an individual event basis. All fees must be paid to CITY OF WAUCHULA no later than 30 calendar days after the invoice date.**

**Application Process:** Submittal of an application **does not** guarantee approval to hold the event. Approval or denial will be given after a full review of the application by the City.

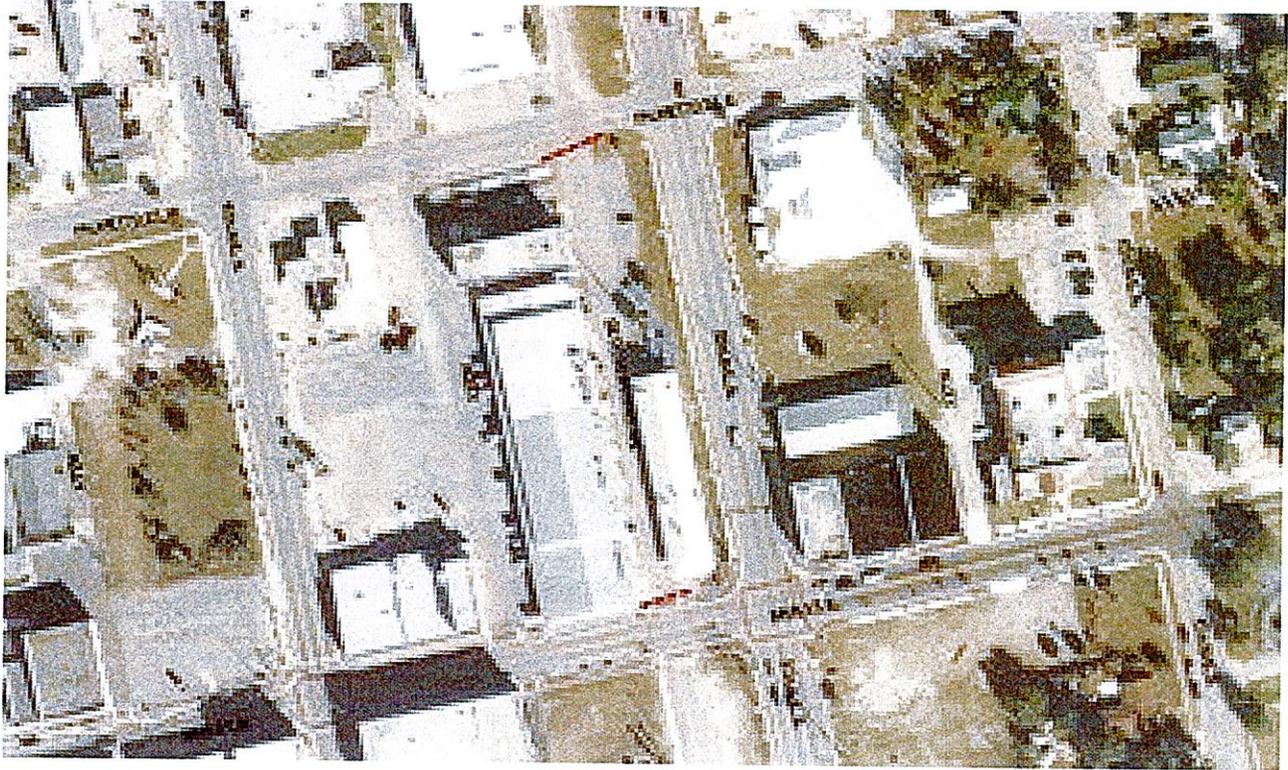
The City of Wauchula is not responsible for any lost or damaged items or injury related to any rental or reservation on the City of Wauchula premises. The applicant agrees to expressly release, indemnify, and hold harmless, the City of Wauchula from all claims for such loss, damages, or injury whatsoever as may be sustained or claimed by any person using the facilities during such rentals.

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

Kaylee Webb  
Print Name

2/26/25  
Date

Kaylee Webb  
Signature



**RESOLUTION 2025-05**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE AUTHORIZATION TO ENTER INTO A PUBLIC TRANSPORTATION GRANT AGREEMENT (FINANCIAL PROJECT NO: 456437-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF WAUCHULA, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the FDOT has programmed up to \$325,000.00 to reimburse the City of Wauchula for the construction of the Wauchula Municipal Airport Rotating Beacon and Tower Project; and,

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

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

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

**DULY PASSED, AND ADOPTED** by the City Commission of the City of Wauchula, Florida, this 10<sup>th</sup> day of March, 2025, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

**ATTEST:**

**CITY OF WAUCHULA, FLORIDA**

\_\_\_\_\_  
**Stephanie Camacho, City Clerk**

\_\_\_\_\_  
**Richard Keith Nadaskay, Jr., Mayor**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Thomas A Cloud, Esquire**  
**City Attorney**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 456437-1-94-01	Fund(s): Work Activity Code/Function: 215	DDR	FLAIR Category: 088719
	Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only: N/A		Org. Code: 55012020129
Contract Number: G3998	Federal Award Date: N/A		Vendor Number: VF596000446001
CFDA Number: N/A	Agency UEI Number: N/A		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

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

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

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

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

**9. Project Cost:**

- a. The estimated total cost of the Project is \$325,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$325,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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

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

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

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

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

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

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

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i.  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii.  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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

- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

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AGENCY City of Wauchula

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Nicole E. Mills, P.E.

Title: \_\_\_\_\_

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Don Conway, Senior Attorney (as to legality and form)

DS  
DC

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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency’s project to provide context, description of project components funded via this Agreement (if not the entire project)): Wauchula Municipal Airport Rotating Beacon and Tower

**B. Project Location** (limits, city, county, map): Wauchula Municipal Airport/Wauchula, FL/Hardee

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): NAVAIDs (Installation/Relocation/Refurbishment/Enhancement/Upgrade): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey and geotechnical costs; construction inspection and material testing costs; mobilization and demobilization; and the purchase, relocation, refurbishment, or upgrade of NAVAIDs. Procurement and installation of new NAVAIDs include purchase, delivery, site work, electrical work, coordination with necessary agencies, permitting, testing, and commissioning of the new NAVAID. The relocation project includes the costs associated with the removal and relocation of said NAVAID; earthwork and electrical work of the new site; restoration of the previous site; coordination with all necessary agencies; permitting; testing, and the commissioning of the relocated NAVAID. Refurbishment, enhancement, and upgrades include the cost of new parts, repairs, modification to the existing NAVAID, permitting, coordination with necessary agencies, testing, and the commissioning of the modified NAVAID. All NAVAID projects include the materials, equipment, labor, and incidentals required to complete a NAVAID project. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Wauchula Municipal Airport Rotating Beacon and Tower

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
456437-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$325,000.00
<b>Total Financial Assistance</b>							<b>\$325,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$325,000.00	\$0.00	\$0.00	\$325,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$325,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$325,000.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
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**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:

*Dawn Gallon*  
 Signature

02/18/2025 | 3:35 PM EST

Date

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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: dawn.gallon@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

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**b. Florida Administrative Code (FAC)**

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

**Exhibit E1**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**  
**(Prohibition on Discrimination Based on Health Care Choices)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
  - a. A public transit provider as defined in s. 341.031(1), F.S.;
  - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
  - c. A public-use airport as defined in s. 332.004, F.S.; or
  - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

**EXHIBIT F**

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 10/24

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$325,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Dawn.Gallon@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

G3998

2/14/2025

**CONTRACT INFORMATION**

<b>Contract:</b>	G3998
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057, F.S.)
<b>Vendor Name:</b>	CITY OF WAUCHULA
<b>Vendor ID:</b>	F596000446001
<b>Beginning Date of This Agreement:</b>	02/13/2025
<b>Ending Date of This Agreement:</b>	06/30/2026
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$325,000.00
<b>Description:</b>	Wauchula Municipal Airport Rotating Beacon and Tower

**FUNDS APPROVAL INFORMATION**

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 2/14/2025

<b>Action:</b>	Original
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55012020129
<b>Expansion Option:</b>	A8
<b>Object Code:</b>	751000
<b>Amount:</b>	\$325,000.00
<b>Financial Project:</b>	45643719401
<b>Work Activity (FCT):</b>	215
<b>CFDA:</b>	
<b>Fiscal Year:</b>	2025
<b>Budget Entity:</b>	55100100
<b>Category/Category Year:</b>	088719/25
<b>Amendment ID:</b>	0001
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	
<b>Enc Line (6s)/Status:</b>	0001/04

**Total Amount: \$325,000.00**



**Certificate Of Completion**

Envelope Id: B74B2D85-6AD6-4A19-8F1B-E887C63ECB03 Status: Completed  
 Subject: Complete with Docusign: CHN\_G3998\_456437-1\_Rotating Beacon & Tower\_Original PTGA\_Draft for Revi...  
 Contract Number (ex. C9A12, optional): G3998  
 Document Contains Confidential Information?: No  
 Fin Proj Num (ex.123456-1-32-01, Optional): 456437-1-94-01  
 Office (contact Procurement if add is needed):  
 Aviation  
 HR Action?: No  
 Source Envelope:  
 Document Pages: 40 Signatures: 1  
 Certificate Pages: 2 Initials: 1  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:  
 Dawn Gallon  
 605 Suwannee Street  
 MS 20  
 Tallahassee, FL 32399-0450  
 dawn.gallon@dot.state.fl.us  
 IP Address: 156.75.252.6

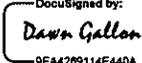
**Record Tracking**

Status: Original Holder: Dawn Gallon Location: DocuSign  
 2/18/2025 3:33:24 PM dawn.gallon@dot.state.fl.us

**Signer Events**

Dawn Gallon  
 dawn.gallon@dot.state.fl.us  
 FDOT Aviation Coordinator  
 Florida Department of Transportation  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 9E44209114E44DA...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 156.75.252.6

**Timestamp**

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 Signed: 2/18/2025 3:35:51 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Don Conway  
 don.conway@dot.state.fl.us  
 Senior Attorney  
 Florida Department of Transportation  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 47.199.7.114

Sent: 2/18/2025 3:35:53 PM  
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 Signed: 2/19/2025 8:46:57 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

2/18/2025 3:35:22 PM  
2/19/2025 8:45:47 AM  
2/19/2025 8:46:57 AM  
2/19/2025 8:46:57 AM

**Payment Events**

**Status**

**Timestamps**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA; VACATING A CERTAIN UNUTILIZED RIGHT OF WAY DESCRIBED AS: CITY OF WAUCHULA, BLOCK 44 AND FRACTIONAL BLOCKS 45, 46, AND 47; THAT PORTION OF 2ND AVENUE AND THAT PORTION OF 3RD AVENUE AND THAT PORTION OF A 'NO NAME 60' R/W AS PER PLAT BOOK 1, PAGE 1-29(B) BOUNDED ON THE NORTH BY BAY STREET, ON THE EAST BY 1ST AVENUE AND ON THE SOUTH BY THE SOUTH LINE OF SECTION 03, TOWNSHIP 34 SOUTH, RANGE 25 EAST, HARDEE COUNTY, FLORIDA; PROVIDING FOR A COPY TO BE FURNISHED TO HARDEE COUNTY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Wauchula, Florida ("Commission") acquired through dedication that certain right of way depicted on the maps attached to and incorporated in this Resolution as Exhibit "A"; and,

**WHEREAS**, the City's staff has determined that there exists an unutilized right-of-way over property not in use by or maintained by the city; and,

**WHEREAS**, the City has made the necessary findings set forth below, provided the necessary public notice, and held the public hearing so that the Commission may vacate any rights it or the public may have in a certain unutilized right-of-way described as: City of Wauchula, Block 44 and fractional Blocks 45, 46, and 47; that portion of 2nd Avenue and that portion of 3rd Avenue and that portion of a 'no name 60' r/w as per Plat Book 1, Page 1-29(b) bounded on the North by Bay Street, on the East by 1st Avenue and on the South by the south line of Section 03 Township 34 South, Range 25 East, Hardee County, Florida; and,

**WHEREAS**, there are no utilities located within portions of the certain underlying and unimproved right-of-way and no public use thereof; and

**WHEREAS**, the owner will not be affected by the proposed vacation.

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

**Section 1. Vacation of Easement.** The City Commission of Wauchula (the “City Commission”) hereby approves the vacation of the right of way described as: City of Wauchula, Block 44 and fractional Blocks 45, 46, and 47; that portion of 2nd Avenue and that portion of 3rd Avenue and that portion of a ‘no name 60’ r/w as per Plat Book 1, Page 1-29(b) bounded on the North by Bay Street, on the East by 1st Avenue and on the South by the south line of Section 03 Township 34 South, Range 25 East, Hardee County, Florida

**Section 2. Findings.** In adopting this Ordinance, the City Commission hereby makes and expresses the following findings, purposes, and intent:

(1) The City of Wauchula, Florida, has been conferred authority to vacate any street or alley or part of street or alley by virtue of Chapter 166, Florida Statutes, as amended, Chapter 177, Florida Statutes, and §§ 16-41 through 16-43, Code of Ordinances, City of Wauchula.

(2) The City Commission of the City of Wauchula, Florida, scheduled a public hearing on March 10, 2025, for the purpose of hearing objections to the vacating of said publicly owned property and notice thereof was duly published.

(3) A copy of the said Resolution and a copy of said notice was mailed by certified mail, return receipt requested, to all persons whose property abuts the said easement affected by the proposed vacation.

(4) The City Commission hereby finds and determines that the public right-of-way no longer serves a public purpose and the vacation of the public right-of-way is in the public interest, because the public no longer benefits from the use of the subject right-of-way as part of the city street system; the proposed action is consistent with the Comprehensive Plan; the proposed vacation is consistent with the minimum block size requirements and other applicable street connectivity standards; the proposed action will not deny access to private property; the proposed action will not negatively affect the public safety, the safety of pedestrians or vehicular traffic; and the proposed action will not negatively affect municipal services, require the relocation of utilities, or change the design or character of the area. Furthermore, the loss of this right of way will not foreclose reasonably foreseeable future bike/pedestrian use, will not foreclose non-motorized access to adjacent land uses or transit stops, and there is no reasonably foreseeable need for any type of transportation corridor for the area.

(5) The City Commission, after having made a thorough study of the changing conditions in the neighborhood, being apprised of the existing facts, taking into consideration the other streets and alleys whereby property owners have access to their property, have determined that it is in the best interest of the City of Wauchula and its residents that the said unnamed right of way shall be forever vacated and abandoned.

**Section 3. Copy Furnished to Hardee County.** A copy of this Resolution shall be furnished to the Hardee County Board of County Commissioners.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its passage as a non-emergency Resolution at one scheduled meeting of the City Commission of the City of Wauchula, upon its approval and adoption by said

Commission, and when certified as to passage and a certified copy has been filed in the office of the Circuit Court clerk and duly recorded in the public records of Hardee County, Florida.

**DULY PASSED, AND ADOPTED** by the City Commission of the City of Wauchula, Florida, this 10<sup>th</sup> day of March, 2025, at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

**ATTEST:**

**CITY OF WAUCHULA, FLORIDA**

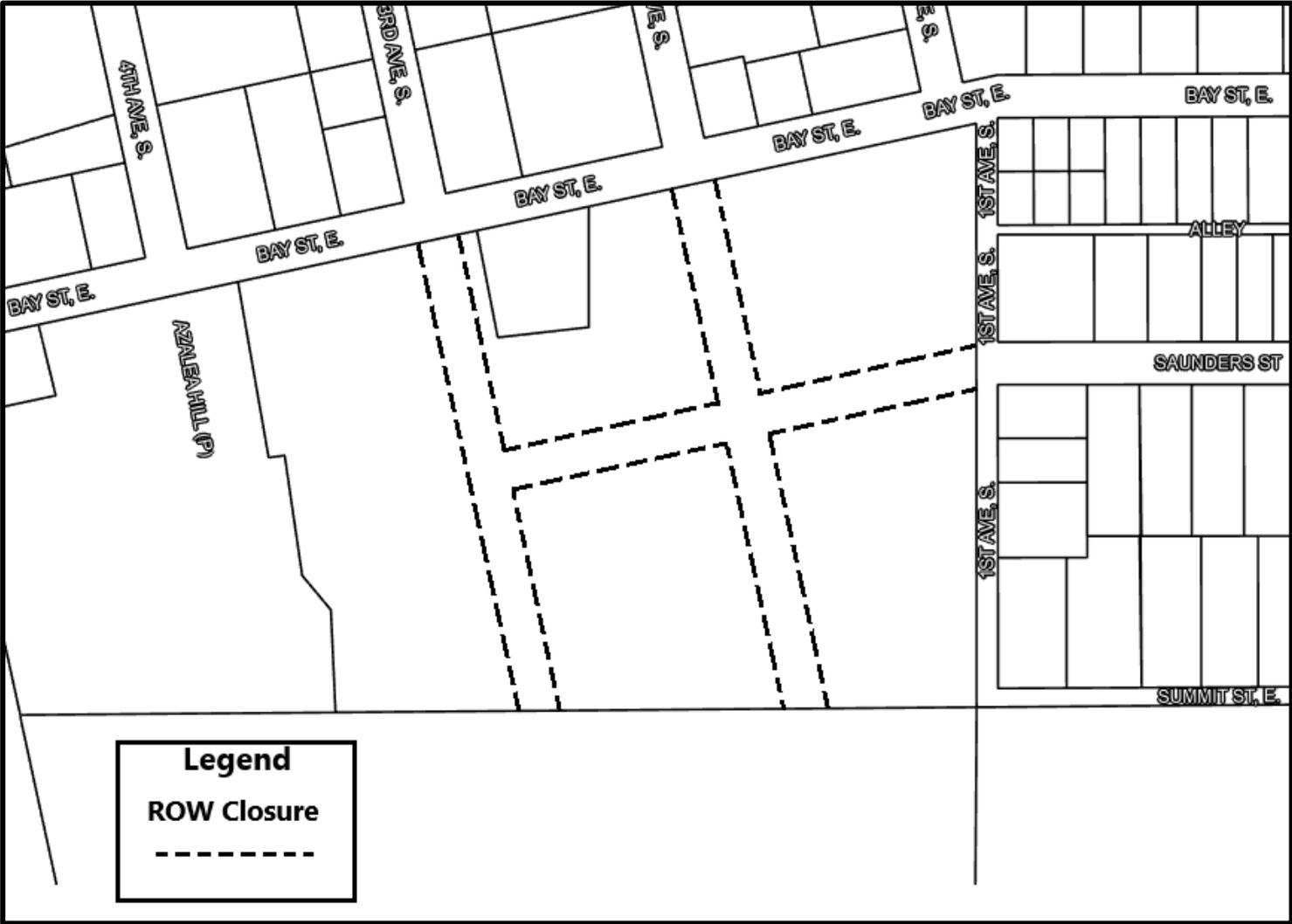
\_\_\_\_\_  
**Stephanie Camacho, City Clerk**

\_\_\_\_\_  
**Richard Keith Nadaskay, Jr., Mayor**

**APPROVED AS TO FORM & CORRECTNESS:**

\_\_\_\_\_  
**Thomas A. Cloud, Esquire**  
**City Attorney**

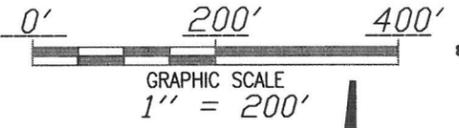
Exhibit "A"



LAWRENCE E. DOUGLAS, P.L.S.  
 4085 N. E. Dianne Terrace  
 Arcadia, FL. 34266  
 (863)993-3863

THIS SURVEY CERTIFIED TO:  
 Farr Groves, LLC  
 Wauchula Abstract & Title Company, Inc.  
 Chicago Title Insurance Company

SKETCH OF SURVEY

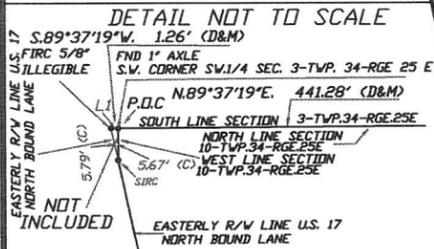
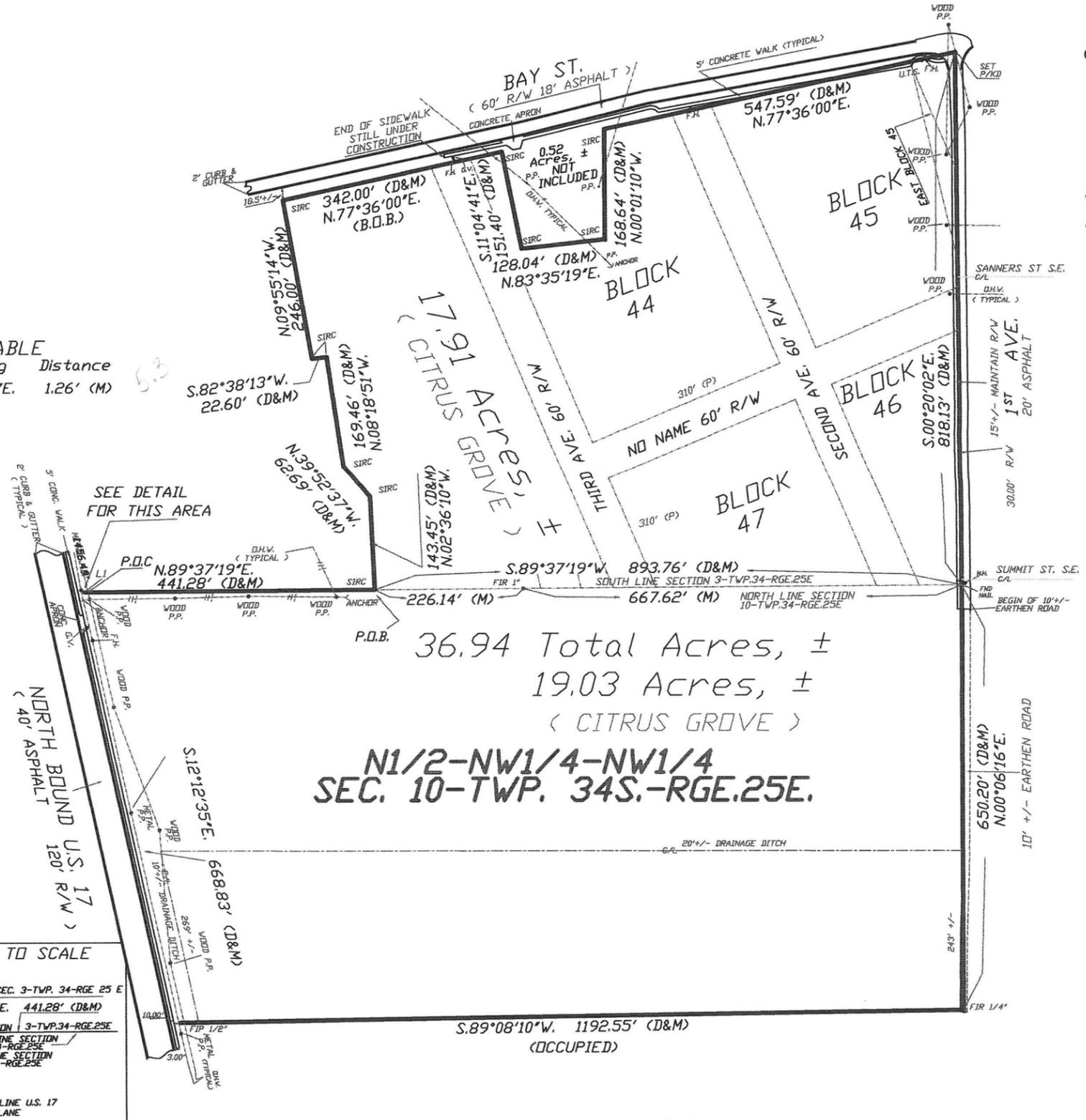


SURVEYOR'S DESCRIPTION:

The North 1/2 of the NW 1/4 of the NW 1/4 of Section 10, Township 34 South, Range 25 East AND a portion of the SW 1/4 of the SW 1/4 of Section 3, Township 34 South, Range 25 East, Hardee County, Florida also being a part of fractional Blocks 44, 45, 46 and 47 of the Original Survey of the Town of Wauchula as recorded in Plat Book 1, Page 1-29 of the Public Records of Hardee County, Florida and being more particularly described as follows: Commence at the SW corner of said Section 3; Thence N 89°37'19" E along the South line of said Section 3 a distance of 441.28 feet to the Point of Beginning; Thence N 02°36'10" W a distance of 143.45 feet; Thence N 39°52'37" W a distance of 62.69 feet; Thence N 08°18'51" W a distance of 169.46 feet; Thence S 82°38'13" W a distance of 22.60 feet; Thence N 09°55'14" W a distance of 246.00 feet to a point on the Southerly Right of Way of Bay Street; Thence N 77°36'00" E along said Right of Way a distance of 342.00 feet; Thence S 11°04'41" E a distance of 151.40 feet; Thence N 83°35'19" E a distance of 128.04 feet; Thence N 00°01'10" W a distance of 168.64 feet to a point on the Southerly Right of Way of Bay Street; Thence N 77°36'00" E along said Right of Way a distance of 547.59 feet to a point on the East line of the SW 1/4 of the SW 1/4 of said Section 3; Thence S 00°20'02" E along said East line a distance of 818.13 feet to the SE corner of the SW 1/4 of the SW 1/4 of said Section 3; Thence S 89°37'19" W along the South line of said Section 3 a distance of 893.76 feet to the Point of Beginning. Containing 36.94 acres more or less. Subject to easements, reservations and restrictions of record.

LINE TABLE

Line	Bearing	Distance
L1	N.89°37'19"E.	1.26' (M)



REVISIONS:	FB/PG:	DATE:	BY:
A	ADDED TRACTS	-	10/03/12 V.N.E.
A	REVISE BEARINGS	-	11/18/12 V.N.E.

DRAWING No. **12-0032**

DRAWN BY: V.N.E.  
 CHECKED BY: LED  
 FIELD BOOK: XXX  
 PAGE NO.: XXXX

REVISION: B

\*The survey depicted hereon is not covered by professional liability insurance.\*

JOB NUMBER: 12-0032

SURVEY TYPE: BOUNDARY  
 ( PER CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE )

ADDRESS ADDRESS  
 LOT LOT

PLAT BOOK PLAT BOOK PAGE PAGE THROUGH THROUGH  
 PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA

FLOOD ZONE FLOOD.ZONE  
 PANEL NO. PANEL.NO.  
 PANEL DATE PANEL.DATE BASE ELEVATION X

CERTIFIED BY: *Lawrence E. Douglas* DATE 11/19/12

LAWRENCE E. DOUGLAS, PLS #4410  
 SURVEY NOT VALID WITHOUT SIGNATURE AND EMBOSSED SEAL  
 ELEVATIONS SHOWN XXXX BASED ON  NGVD DATUM (1929)  ASSUMED DATUM

BASE BM: NONE

BEARINGS ARE BASED AS SHOWN ON SKETCH

DATE OF ORIGINAL FIELD WORK: 09/20/12  
 Sketch Originally Signed: 09/26/12

WM=Water Meter A/C=Air Conditioner FFE=Finished Floor Elevation R/W=Right of Way U&D=Utility and Drainage Easement C/L=Center Line NGVD=National Geodetic Vertical Datum Adjustment of 1929  
 CM=Concrete Monument LB=Land Surveyor PK=Parker Kalon Fastener PK/D=Parker Kalon Fastener with Metal Disk BM=Bench Mark DH=Drill Hole IP=Iron Rod FND=Found P=Plat Information  
 M=Measured Information D=Deed Information C=Computed Information PR=Prorated Information R=Radius Δ=Central Angle A=Arc Length CH=Chord Length CHB=Chord Bearing T=Tangent Length FIR=Found  
 5/8" Steel Rod with Cap SIRC=Set 5/8" Iron Rod with Cap stamped PLS# 4410 CONC=Concrete PC=Point of Curvature PT=Point of Tangency PRM=Permanent Reference Monument PCP=Permanent Control Point  
 CLF=Chain Link Fence TEL=Telephone Riser F=Field D=Deed Information CMP=Corrugated Metal Pipe CB=Catch Basin PCC=Point of Compound Curvature PRC=Point of Reverse Curvature PCC=Point of Compound  
 Curvature TOB=Top of Bank POB=Point of Beginning POC=Point of Commencement BOB=Basis of Bearing ORB=Official Record Book DB=Deed Book SEC=Section TWP=Township RGE=Range EOW=Edge of Water  
 at Time of Survey OHW=Over Head Wires INV=Invert RR=Railroad TOB=Top of Bank CRP=Concrete Reinforced Pipe  
 NOTE: The bearings shown hereon are based on the R/W of subject property per plat unless otherwise noted.  
 Notes: The undersigned does not guarantee or assume any liability for any easement, right of way, setback, reservation, restriction, agreement, similar matter or subsurface structure or utility not physically visible  
 on site or shown on a record plat, of which this survey is described as a part and recorded in the Clerk of the Circuit Court. Government Jurisdiction or wetlands, if any, have not been located. This survey was  
 prepared without benefit of Abstract of Title and all matters of Title should be referred to an Attorney of Law. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.  
 No liability will be taken for usage of this survey by any party not specifically named hereon. This survey does not reflect or determine ownership.

\*The survey depicted hereon is not covered by professional liability insurance.\*

**Unit# 33A**  
**2003 Caterpillar GP30K Forklift**  
**Serial# AT13E30940**



**Unit# 82**  
**1988 Multi Quip Roller/Compactor**



Unit# SS-10

2004 Polaris Ranger

ID# 4XARB42A94D440725



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



Unit# BFM001

Cushman Groom Master Ball Field Machine





February 27, 2025

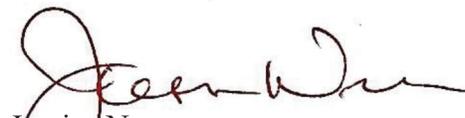
Wauchula Community Redevelopment Agency  
Board of Directors  
126 S. 7<sup>th</sup> Avenue  
Wauchula, FL 33873

Dear CRA Board Members:

The Wauchula Community Redevelopment Agency issued a Request for Proposals (RFP), Historic City Hall Auditorium Restoration Phase II, for the renovation of the ceiling, backstage area, ADA accessibility. The RFP was posted on the City's website, DemandStar, CRA Facebook page, and advertised in the Lakeland Ledger. Four submittals were received.

A selection committee reviewed the submittals and complete the scoring process. Based on the cumulative scores across five criteria, the committee is recommending the Wauchula CRA Board award the bid to JCR Construction & Services, LLC.

Sincerely,



Jessica Newman  
Wauchula CRA Director

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY  
REDEVELOPMENT PLAN UPDATE 2019 GOALS

**LAND USE:**

- Use infrastructure investments to leverage, focus, and shape the location and intensity of development
- Provide incentives to provide for both single-family and multi-family housing, as well as affordable and workforce housing, as needed
- Focus on infill housing developments and develop assistance/partner on programs for home ownership

**TRANSPORTATION & MOBILITY**

- Safer travel ways for pedestrian and bicyclists, including development of more sidewalks and general roadway improvements

**Conceptual Costs****Proposed Development at Bay Street and 1st Ave**

<b>Cost Estimate for Work Within the Development</b>				
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
4" PVC Water Main	800	LF	\$ 42	\$ 33,600
6" PVC Water Main	1850	LF	\$ 50	\$ 92,500
FH Assembly	3	EA	\$ 5,000	\$ 15,000
Fittings	1	LS	\$ 8,000	\$ 8,000
Blowoff (water)	1	LS	\$ 3,000	\$ 3,000
8" PVC Gravity Sewer	3050	LF	\$ 90	\$ 274,500
Sanitary Manholes	9	EA	\$ 8,000	\$ 72,000
<b>Subtotal</b>				<b>\$ 498,600</b>
Mobilization (7% of construction)				\$ 34,902
Contingency (20%)				\$ 106,700
<b>Total</b>				<b>\$ 640,202</b>

**Cost Estimate for Work within the Right-of-Way**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
4" PVC Water Main	50	LF	\$ 42	\$ 2,100
6" PVC Water Main	125	LF	\$ 50	\$ 6,250
6" Wet Tap & Valve (water)	3	EA	\$ 7,500	\$ 22,500
Fittings	1	LS	\$ 2,000	\$ 2,000
8" PVC Gravity Sewer	50	LF	\$ 90	\$ 4,500
Connect to existing manhole	1	LS	\$ 3,000	\$ 3,000
Side walk restoration	10	SY	\$ 160	\$ 1,600
Asphalt Pavement Removal & Replacement	60	SY	\$ 150	\$ 9,000
Asphalt Mill & Resurface	200	SY	\$ 30	\$ 6,000
Sod	30	SY	\$ 17	\$ 510
<b>Subtotal</b>				<b>\$ 57,460</b>
Mobilization (7% of construction)				\$ 4,022
Contingency (20%)				\$ 12,296
<b>Total</b>				<b>\$ 73,779</b>



WORK ORDER

City Of Wauchula  
126 S. 7th Avenue  
Wauchula, Florida 33873  
PROBLEM: SOUTH 1ST&EAST BAY

WO NUM: 20241539  
WO TYPE:  
DEPT: MULTI

START DATE: 03/03/2025  
END DATE: 03/03/2025

STATUS: ACTIVE  
PRIORITY: 0

M A T E R I A L S			
DESCRIPTION	QTY	COST	TOTAL
TOTAL MATERIALS COST			0.00

E Q U I P M E N T			
DESCRIPTION	HOURS	RATE	TOTAL
2020 1500 CHEVROLET SILVERADO	144.00	16.68	2,401.92
2023 FORD F-150	144.00	16.68	2,401.92
2014 TRAILER	144.00	2.87	413.28
2020 FORD F-450 DUMP TRUCK	96.00	80.27	7,705.92
2020 JOHN DEERE BACKHOE	96.00	98.35	9,441.60
PLATE COMPACTOR	12.00	43.36	520.32
STIHL CUTOFF SAW	8.00	11.89	95.12
TOTAL EQUIPMENT COST			22,980.08

L A B O R			
EMPLOYEE NAME	HOURS	RATE	TOTAL
PRINE, STEVE	144.00	23.57	3,394.08
PAULINO, SERGIO H	144.00	18.79	2,705.76
CASTILLO GARCIA, HERIBERTO	144.00	17.02	2,450.88
CUEVAS JR, DANIEL	48.00	13.33	639.84
HENDERSON, DAVID	48.00	14.71	706.08
TOTAL LABOR COST			9,896.64

E X P E N S E		
DESCRIPTION	INVOICE NO	TOTAL
JAHNA CONCRETE		9,540.00
TOTAL MISC EXPENSES		9,540.00

O V E R H E A D		
DESCRIPTION	TYPE	TOTAL
TOTAL OVERHEAD		0.00

DESCRIPTION OF WORK:

\* NEW SIDEWALK CONSTRUCTION ESTIMATE: SOUTH 1ST&EAST BAY  
- CONCRETE-\$9540 5 FT(WIDTH) X 820FT (LENGTH)= 52YDS

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TOTAL WORK ORDER COST 42,416.72  
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SIGNATURE DATE

# TIF PROGRAM PROJECTION

## TOWNHOME PROJECT

	1997 ASSESSED TAXES	POST CONSTR PROJ ASSESSED TAXES	PROJ TIF YR 1	PROJ TIF YR 2	PROJ TIF YR 3	PROJ TIF YR 4	PROJ TIF YR 5	TOTAL
CITY	\$22.55	\$77,790.00	\$73,879.08	\$73,879.08	\$73,879.08	\$73,879.08	\$73,879.08	\$369,395.39
HC	\$43.80	\$125,925.00	\$119,587.14	\$119,587.14	\$119,587.14	\$119,587.14	\$119,587.14	\$597,935.70
TOTAL COLLECTED			\$193,466.22	\$193,466.22	\$193,466.22	\$193,466.22	\$193,466.22	\$967,331.09
TOTAL PAID TO PROJ @ 75%			\$145,099.66	\$145,099.66	\$145,099.66	\$145,099.66	\$145,099.66	\$725,498.32
TOTAL REMAINING IN CRA FUND			\$48,366.55	\$48,366.55	\$48,366.55	\$48,366.55	\$48,366.55	\$241,832.77

1997 taxable value - \$4,492

Post Project - \$15,000,000

## TIF PROGRAM PROJECTION

### SINGLE FAMILY HOUSING PROJECT

	1997 ASSESSED TAXES	POST CONSTR PROJ ASSESSED TAXES	PROJ TIF 1	YR PROJ TIF YR 2	PROJ TIF YR 3	PROJ TIF YR 4	PROJ TIF YR 5	TOTAL CRA
CITY	\$222.38	\$95,941.00	\$90,932.69	\$90,932.69	\$90,932.69	\$90,932.69	\$90,932.69	\$454,663.45
HC	\$431.93	\$155,300.00	\$147,124.67	\$147,124.67	\$147,124.67	\$147,124.67	\$147,124.67	\$735,623.33
TOTAL COLLECTED			\$238,057.36	\$238,057.36	\$238,057.36	\$238,057.36	\$238,057.36	\$1,190,286.78
TOTAL PAID TO PROJ @ 75%			\$178,543.02	\$178,543.02	\$178,543.02	\$178,543.02	\$178,543.02	\$892,715.08
TOTAL REMAINING IN CRA FUND			\$59,514.34	\$59,514.34	\$59,514.34	\$59,514.34	\$59,514.34	\$297,571.69

1997 taxable value - \$44,300

Post Const taxable value - \$23,500,000 (w/homestead assumption)