CITY COMMISSION AND CRA BOARD MEETING AGENDA

Monday, September 14, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

MINUTES FOR APPROVAL

1. Minutes for 8/3/2026 Commission Workshop and 8/10/2026 Commission Meeting

   Recommended Action: Commission's Approval

PUBLIC COMMENT / NON-AGENDA ITEMS

PRESENTATIONS

2. Proclamation 2026-03 Florida Redevelopment Week

   Recommended Action: Commission's Approval

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-12 Amending Chapter 4 of the Code - Animal Control - Second Reading

   Recommended Action: Commission's Approval

4. Resolution 2026-17 Setting the Tentative Millage Rate for 2026-2027 FY

   Recommended Action: Commission's Approval

5. Ordinance 2026-14 Adoption of the Final Budget for the 2026-2027 FY - First Reading

   Recommended Action: Commission's Approval

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

GENERAL PENSION BOARD AGENDA

6. Approval of Minutes for 6/8/2026 General Pension Board Meeting

   Recommended Action: Board's Approval

7. Ordinance 2026-11 Cost of Living Adjustment for Retirees - Second Reading

   Recommended Action: Board's Approval

8. 4th Quarter General Pension & OPEB Financial Update

Recommended Action: Board's Approval

9. FY 26-27 Pension Budget

   Recommended Action: Board's Approval

10. OPEB Authorization Letter

    Recommended Action: Board's Approval

11. Acceptance of Pension Annual Report

    Recommended Action: Board's Approval

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

12. Approval of General Pension Board Actions

    Recommended Action: Commission's Approval

CITY MANAGER / NON-CONSENT

13. Power Cost Adjustment
14. Myakka Head Aviation Lease Agreement

    Recommended Action: Commission's Approval

15. Appointment Consideration for Planning & Zoning Board - Sam (Bo) Rich

    Recommended Action: Commission's Approval

16. Resolution 2026-16 Southwest Area Elevated Water Tower Tentative Award

    Recommended Action: Commission's Approval

17. Wauchula Train Depot Flooring Update
18. Lien Reduction Request

    Recommended Action: Commission's Discretion

19. ITB 26-05 Rotating Beacon & Tower Project Award Recommendation

    Recommended Action: Commission's Approval

20. ITB 26-06 Heard Bridge Water Main Loop

    Recommended Action: Commission's Approval

21. EDA Grant Agreement - Pavement Management & Electric Distribution System Master Plan

    Recommended Action: Commission's Approval

22. Resolution 2026-18 Farr Field Park Improvements Phase 2

    Recommended Action: Commission's Approval

23. Resolution 2026-19 Community Court Park Project

    Recommended Action: Commission's Approval

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

24. Approval of Minutes for 8/3/2026 CRA Workshop and 8/10/2026 CRA Meeting

Recommended Action: Board’s Approval

25. Updated Contract for RFP 26-02 Permanent Outdoor Sound System

Recommended Action: Board's Approval

26. CRA Resolution 2026-01 Adopting the 2026-2027 CRA Budget

Recommended Action: Board's Approval

27. CRA Master Redevelopment Plan Update

Recommended Action: Board's Approval

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

28. Approval of CRA Board Actions

Recommended Action: Commission’s Approval

29. Resolution 2026-21 CRA Master Redevelopment Plan Update 2026

Recommended Action: Commission's Approval

30. Setting the Date & Time for Trick-or-Treating

Recommended Action: Commission’s Discretion

31. City Manager Annual Evaluation

REMINDERS

ADJOURNMENT

CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, August 03, 2026 at 5:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Nadaskay called Workshop to order @ 5:01pm

ROLL CALL

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

STAFF
Olivia Minshew, City Manager
Sandee Braxton, Assistant City Manager/Finance Director
John Eason, Deputy City Manager
Melodie D. Kincaid, Deputy City Clerk
Jessica Newman, CRA Director
Kyle Long, Development and Utilities Director
Kristie Hatcher-Bolin, City Attorney
Ward Grimes, Public Works Director

OPEN COMMISSION WORKSHOP

1. PREPAC License Agreement

   Lee Mikel, President of PREPAC was present He shared that they are happy with the agreement - this is their 6th season using the Auditorium and looks forward to future use.
   The board shared their gratitude and expressed their appreciation for what they do
   Workshop for discussion only, No voting at this time

2. Red Light Camera Discussion

   WPD Chief Ron Curtis
   Presented a PowerPoint and discussed the operation of the Red Light Camera
   Provided commission with information for them to make a well-formed decision

PowerPoint Presentation can be found within the Workshop Agenda Packet, Line-Item Number 2

The commission board discussed their concerns

3. Interlocal Agreement for Use of Animal Shelter

   WPD Chief Ron Curtis presented details of the Annual Contract for Animal Shelter Agreement
   The commission board discussed their concerns

4. 2026-2027 SRO Agreement

   WPD Chief Ron Curtis provided information regarding the SRO Agreement
   He went over the changes in the agreement

5. PRR Amendment re Drug-Free Workplace

   City Manager, Olivia Minshew, provided information regarding this item

   Listen to recording
   Recommended by Labor Attorney to draft and make changes

   No further discussion from Commission Board

6. Quarterly Financial Report

   Finance Director, Sandee Braxton, presented updated details on the Quarterly Financial Report. Went over what is in the fund/expenses compared to budget thru Quarter 3

7. Policy Manual for Federal Rewards

   John Eason presented information and details on this item.
   The city has received CDBGrant and starting to receive more funding thru the state - need to update the Federal Rewards policy to meet 2 CFR regulations.
   This is an Addendum to procurement policy, not changing threshold, but putting federal requirements in place for compliance, has been reviewed by required staff, city attorney, finance director, all required parties for reporting procedures.
   Federal Gov't requires it to be documented in the policy. Every component has to be correctly and completely documented.
   No further discussion from the board

8. Interlocal Agreement for Hardee County Recreation Complex

   City Manager, Olivia Minshew, presented details and information on the Interlocal Agreement for Hardee County Recreation Complex extension, that there are no changes, other than date and term.
   No additional discussion or questions from the board

CITY ATTORNEY REPORTS

None at this time

CITY MANAGER REPORT

Olivia Minshew provided information on upcoming events and projects as well as a farewell for John Eason on his new journey as County Manager

CITY COMMISSIONER REPORTS

Commissioner Miller spoke of a public event this week for CFRPC

CLOSE COMMISSION WORKSHOP

Mayor Nadaskay closed Commisson Workshop @ 6:17pm

OPEN CRA WORKSHOP

Mayor Nadaskay opened CRA Workshop at 6:17pm

9. CRA RFQ 26-02 Construction Manager at Risk Award Recommendation

   Jessica Newman of Wauchula CRA presented information and recommended an awarded contractor; Halfacre Construction

10. Construction Manager at Risk (CMAR) Services Contract

    Jessica provided the draft contract. Expressed to City Attorney, Kristie about the change on page 140 of the agenda package
    This contract is for the supervision of the other sub-contractor. They will be the ones to get the quote for the flooring, stage, etc. Because of specialized areas and having to advertise each item separately, this is an easier process.

11. Skyline Commerical Systems Contract

    Jessica provided information to award Skyline. Their contract was not in the bid packet that was approved - this is showing the commission the contract, requesting approval at next week's meeting

12. CRA Master Redevelopment Plan Update

    Per Jessica Newman, this item will not be discussed
    Not ready moving to meeting next week

REMINDERS

None at this time

ADJOURNMENT

With no further discussions, Mayor Nadaskay adjourned the Workshop @ 6:32pm

_____ _____

Richard Nadaskay, Mayor Melodie D. Kincaid, Deputy City Clerk

CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, August 10, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

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

ABSENT
Commissioner Sherri Albritton

STAFF PRESENT
City Manager Olivia Minshew
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Public Works Director Ward Grimes
Development & Utilities Director Kyle Long
CRA Director Jessica Newman
Chief of Police Ron Curtis
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

1. Minutes for 7/6/2026 Budget Workshop, 7/6/2026 Commission Workshop and 7/13/2026 Commission Meeting

   Recommended Action: Commission's Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

None presented.

ORDINANCES / PUBLIC HEARINGS

2. Ordinance 2026-12 Amending Chapter 4 of the Code - Animal Control - First Reading

   Recommended Action: Commission's Approval

   Hatcher-Bolin read the ordinance by title.

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

CITY MANAGER / NON-CONSENT

3. Power Cost Adjustment

   Minshew announced the July power cost adjustment.

4. DCCM Master Consulting Agreement - RFQ 26-01 Professional Engineering Services for Wastewater System Project

   Recommended Action: Commission's Approval

   Long presented the contract, explaining it was not part of the original bid document.

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

5. Resolution 2026-15 FAA Grant Agreement for Fuel Farm Generator

   Recommended Action: Commission's Approval

   Grimes presented the resolution to authorize the City Manager to execute the FAA agreement for the generator portion of the project.

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

6. 2026-2027 SRO Agreement

   Recommended Action: Commission's Approval

   Minshew stated this item was presented during the workshop and it was requested to add this to the non-consent agenda due to Commissioner Albritton needing to abstain from voting on it however, Commission Albritton was absent for this meeting.

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

CONSENT AGENDA

7. PREPAC License Agreement
8. Interlocal Agreement for Use of Animal Shelter
9. PRR Amendment re Drug-Free Workplace
10. Policy Manual for Federal Rewards
11. Interlocal Agreement for Hardee County Recreation Complex

    Recommended Action: Commission's Approval on Items 7-11

    Minshew noted item #10 should be listed as Policy Manual for Federal Awards.

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

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

12. Approval of Minutes for 7/13/2026 CRA Meeting

    Recommended Action: Board's Approval

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

13. CRA Master Redevelopment Plan Update

    Kelley Klepper with Kimley Horn presented the 2026 Wauchula CRA Master Redevelopment Plan.

    The presentation included demographic & community profile; strategic CRA goals; recent investment achievements; changes in assessed values; TIF revenue growth projection; and key strategic catalyst sites.

    Klepper and Newman answered questions from the Board. Newman stated she was looking for input and would bring the Plan back in September.

14. CRA RFQ 26-02 Construction Manager at Risk Award Recommendation

    Recommended Action: Board's Approval

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

15. Construction Manager at Risk (CMAR) Services Contract

    Recommended Action: Board's Approval

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

16. Skyline Commercial Systems Contract

    Recommended Action: Board's Approval

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

17. Revitalization Grant Cycle Opening

    Recommended Action: Board's Approval

    Newman addressed the Board, requesting approval to open another grant cycle from August 11-September 29, 2026.

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

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

18. Approval of CRA Board Actions

    Recommended Action: Commission's Approval

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 6:57 pm.

Mayor Richard K Nadaskay, Jr.

City Clerk Stephanie Camacho

Redevelopment Week!
September 14 - 18, 2026

PROCLAMATION 2026-03

WHEREAS, Community Redevelopment Agencies (CRAs) and redevelopment programs play a vital role in revitalizing neighborhoods, addressing areas of slum and blight, strengthening local economies, revitalizing downtowns, and improving the quality of life for residents and businesses throughout the State of Florida; and

WHEREAS, redevelopment programs authorized under Chapter 163, Florida Statutes, provide essential tools for local governments to address infrastructure deficiencies, promote economic development, and support affordable housing and public improvements in designated areas of need; and

WHEREAS, redevelopment initiatives encourage private investment, support small businesses, improve infrastructure, enhance public spaces, and expand housing opportunities, thereby fostering vibrant, resilient, and equitable communities; and

WHEREAS, the Florida Redevelopment Association (FRA), in partnership with municipalities, counties, and community stakeholders, promotes best practices, professional education, and collaboration to advance community redevelopment efforts throughout Florida; and

WHEREAS. Florida Redevelopment Week serves as an opportunity to recognize redevelopment achievements, highlight transformational projects, engage residents and stakeholders, and celebrate the economic, social, and cultural benefits of community revitalization; and

WHEREAS, the observance of Florida Redevelopment Week will raise awareness of the importance of community redevelopment and inspire continued public and private investment in Florida's neighborhoods, downtowns and commercial corridors; in Florida’s neighborhoods, downtowns, and commercial corridors;

NOW, THEREFORE, I, Keith Nadaskay, Mayor of the City of Wauchula, do hereby proclaim the September 14 – 18, 2026 as FLORIDA REDEVELOPMENT WEEK in Wauchula and encourage all residents, businesses, community organizations, and public officials to recognize and celebrate the contributions of community redevelopment programs and the importance of revitalization efforts across Florida.

DULY ADOPTED AND PROCLAIMED this 14th day of September, 2026 at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

_____
Stephanie Camacho, City Clerk

CITY OF WAUCHULA

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By: _____
Kristie Hatcher-Bolin, City Attorney

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, AMENDING THE CITY OF WAUCHULA CODE OF ORDINANCES, SPECIFICALLY, AMENDING CHAPTER 4, ANIMAL CONTROL, OF THE CODE OF ORDINANCES, INCLUDING AMENDING DEFINITIONS AND ADMINISTRATIVE PROCEDURES RELATIVE TO ANIMALS AT LARGE, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, THE CORRECTION OF SCRIVENERS' ERRORS, AND AN EFFECTIVE DATE.

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

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

WHEREAS, Section 767.14, Florida Statutes, provides that Chapter 767 does not limit local governments from adopting ordinances to address the safety and welfare concerns, including attacks on persons or other animals, provided that such ordinances do not regulate on the basis of an animal's breed, weight, or size, and provided that such ordinances do not lessen the provisions of Chapter 767; and

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

WHEREAS, the City of Wauchula Code of Ordinances, Chapter 4, addresses Animal Control, including provisions prohibiting owners from allowing their animals to run loose within the City; and

WHEREAS, the City Commission finds it is in the best interest of the community's health, safety, and welfare to revise Chapter 4 of the Code of Ordinances to provide comprehensive administrative procedures to address violations of Chapter 4, including violations of Section 4-8, Animals at Large, to ensure that violations are addressed consistently and that persons who violate these provisions are afforded due process, and

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

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

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

SECTION 2. AMENDMENT OF CHAPTER 4, CODE OF ORDINANCES. Chapter 4, Animal Control, of the Code of Ordinances of the City of Wauchula, is hereby amended as follows:

Chapter 4 ANIMAL CONTROL

Sec. 4-1. Title.
This chapter shall be cited as the City of Wauchula Animal Control Ordinance.

Sec. 4-2. Definitions.
The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal Control Director means ~~that~~ the Chief of Police or other designated person in charge of the administration of animal control for the City of Wauchula.

Animal Control Officer means any sworn law enforcement officer employed by the Wauchula Police Department, or a person or persons designated by the City Commission ~~Council~~ to enforce the provisions of this chapter who is authorized to investigate civil infractions relating to animal control and to issue citations as provided in this section. ~~An animal control officer is~~ Any sworn officer of the Wauchula Police Department acting in the capacity of an Animal Control Officer is authorized to bear arms and make arrests in accordance with that officer's employment and authority under applicable Florida State Statutes. Civilian Animal Control Officers are not authorized to bear arms or make arrests; however, such civilian officers may carry a device to chemically subdue and tranquilize an animal, provided such officers have ~~has~~ completed a minimum of 16 hours of training in marksmanship, equipment handling, safety and animal care, and can demonstrate proficiency in chemical immobilization of animals in accordance with guidelines prescribed in the Chemical Immobilization Operational Guide of the American Humane Association, and have completed any other training required of municipally-employed animal control officers under Section 828.27, Florida Statutes, or other applicable law.

At large means off the premises of the owner, and not under the direct control, custody, charge or possession of the owner or other responsible person. An animal shall not be deemed "at large" if it is located within an enclosed motor vehicle or securely confined within a properly maintained enclosure.

Cat means a ~~the~~ domestic cat, Felis Catus.

Citation ~~shall mean~~ means a written notice, issued to a person by ~~an officer~~ a sworn or civilian Animal Control Officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of this chapter, and that the ~~county court~~ Special Magistrate for the City of Wauchula will hear the charge if requested by the issuing officer or the violator. The citation must contain:

(1) The date, time and place of issuance.
(2) The name, address, date of birth, and other forms of identification, such as a Florida Driver's License or Social Security numbers, of the person receiving the citation, to the extent such information is provided to the officer.
(3) The date, time and place the civil infraction was committed.
(4) The facts constituting probable cause.
(5) The ordinance violated.
(6) The name and authority of the officer.
(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
(8) The applicable civil penalty if the person elects to contest the citation. The applicable civil penalty if the person elects not to contest the citation.
(9) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, ~~judgment may be entered~~ an administrative fine may be levied against the person for an amount up to the maximum civil penalty.
(10) The names and addresses of witnesses to the infraction known to the officer at the time of issuance.

City means the City of Wauchula, Florida

City ~~Council~~ Commission means the City ~~Council~~ Commission of the City of Wauchula, Florida.

Direct control means immediate and continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of sufficient strength to restrain the same; or, in the case of specifically trained or hunting animals which immediately respond to such commands, direct control shall also include aural or oral control if the controlling person is at all times clearly and fully within the unobstructed sight and hearing of the animal.

Dog means a ~~the~~ domestic dog, Canis familiaris.

Enforcement officer means those employees of the City as designated by the City ~~Council~~ Commission, including but not limited to all sworn police officers ~~and public works employees~~ of the Wauchula Police Department or designated civilian Animal Control Officers.

Hearing Officer means the City's Special Magistrate.

Impoundment kennels means ~~the City Animal Control Pound~~ kennels operated by the Hardee County Sheriff or Hardee County Board of County Commissioners as Hardee County Animal Control located at 685 Airport Rd, Wauchula, FL 33873.

Offense means ~~a~~ any violation of this chapter or other ~~like~~ similar existing ordinances not repealed.

Owner or custodian means any person harboring, feeding, maintaining or otherwise exercising care, custody, or control of a dog or cat for a period of three consecutive days or more.

Nuisance dog or cat means any dog or cat which: (i) habitually barks, whines, howls, meows, cries, screams or causes any other objectionable noises resulting in an unreasonable annoyance to a neighboring resident; or (ii) disturbs the peace by habitually or repeatedly destroying or soiling public property, or causing injury or threatening to cause injury to any person or domestic animal or livestock on property other than that of the owner or custodian, or other similar behavior.

Veterinarian means a veterinarian duly licensed and registered by the State of Florida.

Sec. 4-3. Dangerous dogs, definitions, investigation, and hearing procedures.

(a) *Definitions.* The definitions contained in F.S. Ch. 767, as may be amended from time to time, are expressly incorporated into and made a part of this section as if fully stated herein, and shall include, but not be limited to, the following:

Animal control officer means any individual employed, contracted with, or appointed by an animal control authority, including, but not limited to, Hardee County Animal Control, Hardee County Sheriff's Office, or Wauchula Police Department, for the purpose of aiding in the enforcement of F.S. Ch. 767 or this section.

Dangerous dog means any dog that according to the records of the appropriate authority:

(1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;

(2) Has more than once severely injured or killed a domestic animal while off the owner's property; or

(3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Insurance means an insurance policy providing coverage in the minimum amount of $100,000.00 that provides liability insurance for damage to persons and property

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

Owner means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

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

(1) An Animal Control Officer shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any Animal Control Officer or enforcement officer, desiring to have a dog classified as dangerous.

a. An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.

b. An animal that is the subject of a dangerous dog investigation which is not impounded must be humanely and safely confined by the owner in a securely fenced or enclosed area. The animal shall be confined in such manner pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this

section. The address at which the animal resides shall be provided to the Animal Control Officer. A dog that is the subject of a dangerous dog investigation may not be relocated or its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or its ownership transferred.

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

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

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

(3) After the investigation, the Animal Control Officer shall present his factual findings, in writing, and all evidence the Animal Control Officer has collected, to the Chief of Police or his designee. Based on the written factual findings and evidence the Animal Control Officer has presented, the Chief of Police or his designee shall make an initial determination, in writing, as to whether there is sufficient cause to classify the dog as dangerous, and if sufficient cause is found, as to the appropriate penalty under subsection (5). The Chief of Police or his designee shall afford the owner an opportunity for a hearing before the City's hearing officer prior to making a final determination regarding the classification or penalty. The Chief of Police or his designee shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48 relating to service of process. The owner may file a written request for a hearing before the City's hearing officer regarding the dangerous dog classification, penalty, or both, within seven calendar days after the owner's receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than five days after receipt of the request from the owner. The hearing officer shall conduct a de novo hearing to receive evidence and testimony. All testimony at the hearing must be under oath and must be recorded. The hearing officer must review any photographs, videos, or other evidence presented. Formal rules of evidence do not apply, but due process must be observed and govern the proceedings. The hearing officer must issue a final administrative order that including findings as to the determination that the owner's dog should be classified as a dangerous dog under F.S. Ch. 767, and proposed penalty within 21 days of the hearing. Such decision shall be in the form of a written order recorded with the City Clerk. If a hearing is not timely requested regarding

the dangerous dog classification or proposed penalty, the determination of the Chief of Police or his designee as to such matter shall become final.

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

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

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

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

ii. Proof of a proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property. Wauchula Police Department must inspect and approve of the form and placement of the signs on the property before issuance of the registration and any renewals. The owner must also provide proof of ownership of the property on which the proper enclosure is located, or proof of permission from the owner of the property on which the proper enclosure is located.

iii. Proof of insurance as defined in this section.

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

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

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

i. Is loose or unconfined.

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

iii. Is sold, given away, or dies.

iv. Is moved to another address.

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

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

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

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and

local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

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

(d) *Death of a human by dog, impoundment, destruction.* If a dog attacks and causes the death of a human, regardless of whether that dog previously has been classified as a dangerous dog, [the] Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and after written notice to the owner, the dog shall be euthanized in a humane and expeditious manner after ten business days. During the ten-business-day period, the owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with subsection 4-3(b)(3) above. The owner shall be responsible for paying all boarding costs and other fees as may be incurred to humanely and safety keep the dog during any appeal process.

(e) *Additional charges.* Nothing in this section shall preclude criminal charges under Florida law.

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

(g) *Violations of this section.* A person who violates any provision of this section commits a noncriminal infraction, punishable by a fine of $500.00.

Sec. 4-4. Rabies vaccination requirements.

Every owner of a dog or cat over three months of age shall cause such dog or cat to be vaccinated against rabies annually by a licensed vet (or as required by statute). Every owner of each dog or cat so vaccinated is required to cause the dog or cat to wear a valid inoculation tag at all times. Failure to annually vaccinate a dog or cat over three months of age shall be a violation of this chapter.

Sec. 4-5. Reserved.

Sec. 4-6. Breeders permit.

(a) A breeder's permit is required for a person that offers dogs or cats for sale to the public. The permit can be purchased from ~~the Animal Services Department~~ Hardee County Animal Control located at 685 Airport Rd., Wauchula, Florida.

(b) The breeder will be responsible for maintaining records containing the following information and shall:

(1) Maintain accurate records of all animals produced by breeding and a record of their final disposition.

(2) Display the permit number in all advertising.

(3) Immunize all dogs and cats before they are offered for sale as required in F.S. § 828.29.

(4) Send a copy of the current rabies certificate to the Animal Services Department along with the name, address and telephone number of the person receiving the animal from the breeder.

The cost of the breeder permit will be $25.00 per year and will be renewed annually with the Animal Services Department. The license fees for animal breeders will be waived if a breeder's permit is purchased and a current rabies vaccination certificate is sent to Animal Services yearly.

Sec. 4-7. Power to set fees and costs.

The City Commission, by resolution, shall set the fees and costs to be charged to the owner or custodian of a dog or cat by the City for impoundment, boarding, adoption, sterilization, euthanasia, and disposal.

Sec. 4-8. Animals at large, restrictions.

(a) No person owning or having possession, charge, custody, or control of any dog or cat shall cause, permit, or allow ~~a dog~~ such animal to stray or ~~in any manner~~ to run ~~in or~~ at large upon any public street, sidewalk, or park, or other public property, or the property of another.~~:~~ ~~however, such dog~~ A dog or cat may be

off the premises of ~~the~~ its owner or of the person having possession, charge, custody, or control of the dog or cat ~~if the dog~~ provided the animal is leashed or otherwise under the direct control of the person in custody of the dog or cat while being walked, transported, or taken to or from veterinary treatment, grooming, lawful training, organized exhibitions, competitions, or other lawful animal-related activities.

(b) ~~Enforcement officers~~ Animal Control Officers are authorized to impound any dog or cat which is at large or astray. An officer, sworn or civilian, shall not enter onto private property without first receiving either: (1) the consent of the owner or occupant of said property; or (2) obtaining a lawfully issued inspection warrant, for the purpose of capturing such dog or cat for impoundment.

Sec. 4-9. Keeping livestock or fowl.

It shall be unlawful to keep any cow, bull, steer, calf, horse, colt, pony, mule, jackass, jenny, goat, sheep, hog, pig, other livestock, or fowl (not including household pets) within the City, except as provided for in the Land Development Code.

Sec. 4-10. Stray and feral chickens.

(a) It shall be unlawful for any owner or custodian of a chicken to allow a chicken to become a stray or feral chicken. For the purposes of this section, a "stray or feral chicken" shall mean a domesticated chicken which has strayed, been released, or has roamed from the property of its owner, and shall include the offspring of a domesticated chicken which has strayed, been released, or has roamed from the property of its owner.

(b) Any chicken which is suspected of being a stray or feral chicken may be picked up, trapped, and captured, by the City, and/or any designee, agent or contractor of the City authorized to perform stray and feral chicken removal services. Stray and feral chickens which are picked up, trapped, or captured by the City, its designees, agents, or contractors, shall be impounded for a period of not less than ten calendar days. Impounded chickens shall be released to their owners upon payment of an impoundment fee. The amount of the impoundment fee shall be set by resolution of the City Commission of the City. Failure to claim a chicken and pay the impoundment fee within the impoundment period shall be deemed a waiver of any right, title, claim or interest in the chicken. Chickens which are not redeemed by their owners may be disposed of in any manner deemed appropriate by the City Commission of the City. The impoundment of the stray or feral chickens, and subsequent disposition thereof, shall not relieve ~~relive~~ the chicken's owner of liability for civil penalties imposed for violations of subsection (a).

(c) Before conducting stray and feral chicken removal activities, the City shall provide notice that stray or feral chicken will be picked up, trapped, and captured by the City, and/or any designee, agent or contractor of the City, in

such areas of the City which the City ~~Council~~ Commission may determine from time to time be suffering from an infestation of stray or feral chickens. Such notice shall consist of at ~~lease~~ least one advertisement published in a newspaper of general circulation in Hardee County. Said notice shall be published not less than ten calendar days prior to the commencement of stray and feral chicken removal services. In addition to publication, a copy of the above notice shall also be posted at the Wauchula City Hall and the Wauchula Police Department ~~City of Wauchula Animal Control Shelter~~ not less than ten calendar days prior to the commencement of stray and feral chicken removal services.

Sec. 4-11. Administrative authority; Enforcement of ordinance; Contents of citation or notice to appear.

~~(a) All employees of the Animal Services Division are hereby designated as animal control officers. The City Council may from time to time provide by resolution that certain employees of the Animal Services Division are not to be designated as animal control officers.~~

~~(b) It shall be the duty of all enforcement officers to enforce the City of Wauchula Animal Control Ordinance. An enforcement officer is hereby authorized to issue citations and notices to appear for violation of the Animal Control Ordinance when, based upon personal investigation, the officer has reasonable and probable grounds to believe that a violation of this chapter has occurred.~~

~~(c) The qualifications of employees of the Animal Services Division shall be established by the Police Chief pursuant to the current classification and pay plan approved by the City Council. The training program for Animal Control Officers shall be pursuant to Section 828.17(4) of Florida Statutes.~~

1) The Chief of Police is authorized to develop administrative forms, procedures, and policies necessary to implement and enforce this chapter, provided such procedures are not inconsistent with this chapter or applicable law.

2) All sworn law enforcement officers and officially designated civilian employees of the Wauchula Police Department are hereby designated as Animal Control Officers, as defined in this chapter. The City Commission may, by resolution, exempt any employee or class of employees from such designation.

3) It shall be the duty of all Animal Control Officers to enforce the City of Wauchula Animal Control Ordinance. An Animal Control Officer is hereby authorized to issue citations and notices to appear for violation of the Animal Control Ordinance when, based upon personal investigation, the officer has probable cause to believe that a violation of this chapter has occurred.

4) The qualifications of employees acting in the capacity of Animal Control Officers for the Wauchula Police Department shall be established by the Police Chief pursuant to the current classification and pay plan approved by the City

Commission. The training program for Animal Control Officers shall be pursuant to Section 828.17(4) of Florida Statutes.

Sec. 4-12. Abandoned animals.

It shall be unlawful for a person to abandon or dispose of a dog or cat on the property of another or public property or to abandon a dog or cat in his former residence when relocating to a new residence. Violation of this section shall be punishable as provided in Section 4-14.

Upon an affidavit of two citizens who are not residents of the same household, or upon probable cause developed through investigation to believe that an animal has been abandoned, an ~~enforcement officer~~ Animal Control Officer will investigate the matter. If the officer is unable to obtain consent from ~~of~~ the owner or occupant to enter onto the property upon which the dog or cat is located, the officer shall obtain an inspection warrant ~~as provided by Florida Law~~ under Chapter 933, Florida Statutes, specifically Sections 933.20 through 933.30. If upon entering the property for inspection, the officer finds an abandoned dog or cat thereon, the officer shall take it into custody.

Sec. 4-13. Claiming of quarantined animals by owner.

The owner of any animal in quarantine shall be notified of the date quarantine terminates and to claim the animal. Any animal held under quarantine at the impoundment area will be considered abandoned if not claimed on the day following the date the quarantine terminates. If not claimed on the day following quarantine, the animal ~~will~~ may be euthanized and/or disposed of as necessary.

Sec. 4-14. Rabies quarantine.

(a) Any dog or cat suspected of having rabies, or having bitten any person or other animal, shall be captured alive and quarantined at the owner's expense, at the animal shelter or if such dog or cat has proof of current vaccination, then the Animal Control Officer may allow, at his discretion, the owner to quarantine the dog or cat at home. The quarantine period shall cover a period of ten days.

(b) Any dog or cat held under quarantine at the ~~Animal Services Division~~ Hardee County Animal Control will be considered abandoned if not claimed on or before the third day following the quarantine. If not claimed on or before the third day following quarantine, the dog or cat may be euthanized and/or disposed of as necessary.

(c) Any dog that is owned, or the service of which is employed, by a law enforcement agency, or any dog that is used as a service dog for blind, hearing impaired, or disabled persons, and that bites another animal or human is exempt from the quarantine requirements of this chapter following such bite if

the dog has a current rabies vaccination that was administered by a licensed veterinarian.

Sec. 4-15. Notification of owner of impounded animal; holding period for impounded animals.

(a) Reserved.

(b) The following holding periods are hereby established for animals picked up or turned into the impoundment kennels:

(1) Healthy dogs and cats wearing a current rabies vaccination tag, shall be held ten calendar days (not including the day of impoundment) from the date of posting the written notice of impoundment).

(2) Healthy dogs and cats not wearing a current rabies vaccination tag, shall be held for a minimum of five calendar days (not including the day of impoundment) from the date of posting the written notice of impoundment.

(3) Diseased or injured dogs or cats, whether tagged or untagged, shall be held 48 hours from the date and time of the posting of the written notice of impoundment. However, nothing herein shall be construed to prevent ~~the euthanization~~ euthanizing of animals that are suffering from incurable or untreatable condition or are imminently near death from injury or disease, as provided in F.S. § 828.05.

(4) ~~The Animal Services Division~~ Hardee County Animal Control may at its sole discretion extend the holding period beyond this time on a space available basis.

(c) Promptly upon the impoundment of any dog or cat, the Animal Control Officer shall give written notice to the owner of said dog or cat, if the owner's name and address is known, and shall post a notice that said dog or cat has been impounded. The notice shall state the date and the area where the dog or cat was picked up, a description of the dog or cat, the reason for impounding it, a statement by the Animal Control Officer certifying the date and time on which the officer posted the notice, a statement of the number of days or hours in which the owner has to claim the dog or cat from the date the notice is posted, and a statement that unless claimed within the applicable number of days or hours from the date and time on which the notice was posted, said dog or cat will [be] disposed of. The notice shall be posted at the Animal Services Impounding Kennel.

(d) Any impounded dog or cat which is not reclaimed by its owner prior to the expiration of the holding period shall be disposed of in the following manner:

(1) Said dog or cat may be destroyed as provided in F.S. Ch. 828.

(2) Said dog or cat, at the sole discretion of the Animal Control Officer, may be adopted by an adult 18 years of age or older, who desires to give said dog or cat a home, and who pays for the sterilization, proper vaccination, and fees for such adoption.

Sec. 4-16. Interference with Animal Control Officers.

It shall be unlawful to interfere with any ~~enforcement officer~~ Animal Control Officer as defined in this chapter while in the legal performance of his duties, or anyone who may be assisting in the performance of such duties; or to take or attempt to take any animal from any ~~enforcement~~ such officer, or from any vehicle used by him to transport any animal; or to take or attempt to take any animal from the impoundment kennels with proper authority.

Sec. 4-17. Penalties and fines. Civil Penalties and Enforcement.

(a) Civil Violations.

~~Violation of any section~~ Any violation of this chapter shall ~~be~~ constitute a civil infraction, the maximum penalty for which shall not exceed $500.00. ~~If the person who has committed the civil infraction does not contest the citation, civil penalties of less than the maximum civil penalty shall be assessed as follows:~~ Unless the citation is timely contested as provided herein, the following civil penalties shall apply:

1) For violation of Section 4-14, "Rabies vaccinations [requirements]", Section 4-2 "Nuisance dogs and cats", or Section 4-6, "Breeders permits", the officer shall have the discretion either to issue a warning with no civil penalty or issue a citation for a fine in the amount of $50.00 for the first offense. The second offense occurring within three years, whether the first offense resulted in a warning or fine, shall require a fine in the amount of $100.00. The third offense occurring within three years shall require a fine in the amount of $150.00. Subsequent offenses occurring within three years shall be punishable by a civil penalty ~~as the court may impose~~, as defined in this chapter, not to exceed $500.00.

2) For violation of Section 4-8, "Animals at large, restrictions", the officer shall have the discretion to either issue a written warning with no civil penalty or issue a citation for a fine in the amount of $50.00 for the first offense. The second offense occurring within three years, regardless of whether the first offense resulted in a warning or a fine, shall require a fine in the amount of $100.00. The third offense occurring within three years shall require a fine in the amount of $150.00. Subsequent offenses occurring within three years shall be punishable by a civil penalty as ~~the court~~ the City's Special Magistrate may impose, not to exceed $500.00.

3) For violation of either Section 4-12 "Abandoned dogs and cats", or Section 4-16, "Interference with an officer", the civil penalty shall be in the amount of

$150.00 for the first offense. Subsequent offenses occurring within three years shall be punishable by a civil penalty as ~~the court~~ the City's Special Magistrate may impose, not to exceed $500.00.

4) If a dog or cat scratches, bites, threatens to, or otherwise physically injures any person under circumstances constituting a violation of Section 4-8, "Animals at large, restrictions", or Section 4-4, "Rabies vaccinations [requirements]", said offense shall require a fine of $100.00 in addition to any other applicable fine for a first offense. The second and subsequent offenses in violation of this section within three years shall be punishable by such monetary penalty as ~~the court~~ the City's Special Magistrate may impose, not to exceed $500.00.

5) ~~If the person who has been cited for committing the civil infraction should contest the citation, civil penalties up to the maximum civil penalty, with court costs may be assessed.~~ A person who timely contests a citation before the City's Special Magistrate will be entitled to a hearing before the City's Special Magistrate. Following a hearing, the Special Magistrate may impose any civil penalty authorized by this chapter, not to exceed five hundred dollars ($500.00), together with any administrative costs authorized by law.

(b) Issuance of Citation.

An Animal Control Officer who has probable cause to believe that a violation of this chapter has occurred may issue a Civil Citation. ~~A citation may be issued by an officer who has probable cause to believe that a person has committed an act in violation of this chapter. After issuing a citation to an alleged violator, the officer shall deposit the original of the citation with the Clerk of Courts for Hardee County. The officer shall also give one copy of the citation to the alleged violator, one copy to the Wauchula Police Department Records Custodian, and shall retain one copy of the citation for himself.~~ The Animal Control Officer shall file the original citation with the City Clerk, shall provide copies of the citation to the person cited for violating this Chapter and the Wauchula Police Department Records Custodian, and the issuing officer shall retain a copy of the citation.

(c) Civil Penalty; Request for Hearing.

Any person ~~cited~~ receiving a Civil Citation for a violation of this C~~c~~hapter shall pay the civil penalty assessed in the citation within thirty (30) calendar days of the date of the citation was issued unless the person receiving the Civil Citation elects to contest the citation by filing a written Request for Hearing with the City Clerk within thirty (30) calendar days of the date the citation was issued. ~~who does not elect to appear in county court shall pay the Clerk of Court for Hardee County the civil penalty either by mail or in person within 30 days of the date of receiving the citation.~~

Upon receipt of a timely Request for Hearing, the City Clerk shall schedule the matter before the City's Special Magistrate and provide written notice of the hearing to the Respondent and the issuing officer.

The City Clerk may issue subpoenas upon request of either the Respondent or the issuing officer as authorized by law. The parties requesting such subpoenas shall be responsible for identifying witnesses and providing sufficient information to the City Clerk for service of the subpoenas.

(d) Failure to Timely Request Hearing.

Any person cited for a violation of this chapter who fails to timely request a hearing shall be deemed to have waived the right to contest the citation; the civil penalty identified in the citation shall become immediately due and payable; and the citation shall thereafter constitute a final administrative determination of liability for violation of this Chapter ~~elect to appear in county court shall pay the Clerk of Court for Hardee County the civil penalty either by mail or in person within 30 days of the date of receiving the citation~~.

(e) Hearing Procedures.

~~If a person fails to pay the civil penalty within 30 days, or to appear in court to contest the citation, the court may issue an order to show cause upon motion filed by the Clerk of Court. In such case the person shall be deemed to have waived his right to contest the citation and a judgment may be entered against the person for an amount up to the maximum penalty. This order shall require such persons to appear before the court to explain why action on the citation has not been taken. The City Attorney shall attend the hearing set by the order to show cause. If any person who is issued such order fails to appear in response to the court directive, that person may be held in contempt of court. The City shall be entitled to its costs and reasonable attorney's fees incurred in such proceedings.~~

The Special Magistrate shall conduct hearings in a fair and impartial manner consistent with the requirements of procedural due process.

Formal rules of evidence shall not apply, but due process must be observed and govern the proceedings. All testimony shall be given under oath, and the Special Magistrate may receive any evidence reasonably relevant to the citation or any defenses the Respondent asserts. The Respondent may appear personally, present witnesses, introduce documentary evidence, cross-examine adverse witnesses, and be represented by counsel at the Respondent's own expense.

If a Respondent fails to appear after receiving proper notice of the hearing, the Special Magistrate may proceed in the Respondent's absence and enter a Final Administrative Order based upon the competent substantial evidence presented.

The issuing Animal Control Officer shall bear the burden of establishing the violation by a preponderance of the evidence.

(f) Authority of the Special Magistrate.

Following the hearing, the Special Magistrate may:

1. Dismiss the citation;

2. Sustain the citation;

3. Reduce, affirm, or increase the civil penalty, provided the penalty imposed does not exceed the maximum authorized by this chapter;

4. Assess administrative costs authorized by law;

5. Establish a reasonable compliance deadline when corrective action is appropriate;

6. Enter any other administrative order authorized by this chapter or applicable law.

~~As provided in F.S. § 828.27(5), any person who willfully refuses to sign and accept a citation issued by an officer is guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.~~

(g) Final Administrative Order.

The decision of the Special Magistrate shall be reduced to writing in the form of a Final Administrative Order.

The Final Administrative Order shall include, as applicable:

1. Findings of Fact;

2. Conclusions based upon this chapter;

3. The civil penalty imposed;

4. Administrative costs assessed;

5. Any corrective action ordered;

6. Any compliance deadline established; and

7. Notice of the consequences of failing to comply with the Final Administrative Order.

The City Clerk shall maintain the Final Administrative Order as part of the official record.

~~In addition to the enforcement procedures herein, the City Commission may enforce this chapter by any other means provided by law, and may further enforce this chapter by actions at law and in equity, including actions for injunctive relief, and, if the City prevails in any such action, the City shall be entitled to its costs and reasonable attorney's fees incurred in such action.~~

(h) Compliance Review.

If a Respondent fails to comply with a Final Administrative Order within the time prescribed therein, the City may request that the matter be scheduled for a compliance review hearing before the Special Magistrate.

Following notice and an opportunity to be heard, the Special Magistrate may determine whether the Respondent has complied with the Final Administrative Order and may enter such additional administrative orders as are authorized by this chapter or applicable law.

~~In the event a dog or cat is impounded for violation of this chapter and the owner of the dog or cat abandons the dog or cat to the Animal Services Division, the owner shall remain liable for the civil penalties imposed for violation of this chapter.~~

(i) Refusal to Accept Citation.

As provided in Section 828.27(5), Florida Statutes, any person who willfully refuses to sign and accept a citation issued by an Animal Control Officer commits a misdemeanor of the second degree punishable as provided by Florida law.

~~Issuance of a citation or warning to an adult member of the household in which a dog or cat resides shall be deemed notice of the citation or warning to all members of the household.~~

(j) Other Remedies.

In addition to the remedies and enforcement procedures herein, the City Commission may enforce this chapter by any other means provided by law, and may further enforce this chapter by actions at law and in equity, including actions for injunctive relief, and, if the City prevails in any such action, the City shall be entitled to its costs and reasonable attorney's fees incurred in such action.

~~Any civil fines and penalties collected pursuant to this chapter shall be deposited monthly into the City general fund. The Clerk of Court shall retain $10.00 from each fine collected for the purpose of defraying office expense in response to the court directive, that person may be held in contempt of court. The City shall be entitled to its costs and reasonable attorney's fees incurred in such proceedings.~~

(k) Abandonment of Impounded Animals.

In the event an impounded animal is abandoned to the City or to Hardee County Animal Control, the owner shall remain responsible for any civil penalties lawfully imposed under this chapter.

(l) Disposition of Civil Penalties.

All civil penalties collected pursuant to this chapter shall be deposited into the City's General Fund unless otherwise provided by law.

~~**Sec. 4-18. Service of citation or warning.**~~

~~Issuance of a citation or warning to an adult member of the household in which an animal is kept shall be deemed notice of the citation or warning to all members of the household.~~

Sec. 4-18~~19~~. Nuisance animals.

(a) It shall be unlawful for any owner or custodian of a dog or cat to allow said dog or cat to be a nuisance as defined in this chapter.

(b) Property zoned commercial kennels or owners of a security dog which is located on commercial or industrially zoned property shall be exempt from the provisions of this section as it relates to dogs or cats which habitually bark, whine, howl, cry, scream or cause objectionable noises.

(c) An ~~enforcement officer~~ Animal Control Officer, upon receipt of sworn affidavits of complaint from two people residing in separate households alleging a violation of this section, shall investigate and may issue a citation to any dog or cat owner or custodian alleged to be in violation of this section.

Sec. 4-19~~20~~. Authority to impound sick, injured or dangerous/vicious animals.

(a) Any animal whose owner cannot be located, or will not answer the door, and which animal is suspected of being sick or injured or has inflicted injury or threatened to inflict injury to any person or animal may be picked up, trapped, captured by remote chemical immobilization, if the officer determines that the seizure is necessary for public health or safety, or to prevent animal suffering.

(b) The City shall provide an enclosure for impounding dogs and the total cost of care and keep of the dogs impounded shall be paid for by the owner of such dogs impounded, and an owner shall further comply with the provisions of this chapter before the dog or dogs shall be released to such owner.

(c) The City shall charge and collect ~~an~~ impounding fees of $10.00 and daily boarding fees established by Resolution ~~$4.00 per day boarding fee~~ for

each animal impounded. The impounding fee and boarding fee may be increased from time to time by the City Commission ~~Council~~ of Wauchula, Florida, by resolution. The impounding fee and boarding fee shall be collected before the animal is released.

(d) The owner or any person redeeming an unvaccinated, impounded animal shall pay prevaccination charges before such animal is released. The paid certificate shall be honored by any veterinarian approved by the City.

(e) An impounded animal shall only be released to the owner or a person 18 years of age or older residing in the same household as the owner

Sec. 4-20~~21~~. Detaining animals roaming on private property.

(a) A property owner or tenant who seizes a dog or cat at large on his property shall immediately deliver the animal to an enforcement officer.

(b) Any person who captures a dog or cat shall exercise care to treat the animal humanely and to avoid any cruelty, injury, sickness, hunger or other ailment or affliction in both seizure and delivery of the animal. Any person unable to comply fully with this section shall not seize the dog or cat.

SECTION 3. SEVERABILITY. If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision, and to that end, the provisions of this ordinance are hereby declared severable.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. INCLUSION IN THE CODE. It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City's Code of Ordinances, including the Unified Land Development Code.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its enactment.

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

(SEAL)

ATTEST: CITY OF WAUCHULA, FLORIDA

_____ By: _____
Stephanie Camacho, City Clerk Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

_____
Kristie Hatcher-Bolin, City Attorney

#68383569 v1

Chapter 4 ANIMAL CONTROL

Sec. 4-1. Title.

This chapter shall be cited as the City of Wauchula Animal Control Ordinance.

(Ord. No. 738, § 1, 4-13-92; Ord. No. 851, § 2, 8-9-99)

Sec. 4-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal Control Director means ~~that~~ the Chief of Police or other designated person in charge of the administration of animal control for the City of Wauchula.

Animal Control Officer means any sworn law enforcement officer employed by the Wauchula Police Department, or a person or persons designated by the City Commission ~~Council~~ to enforce the provisions of this chapter who is authorized to investigate civil infractions relating to animal control and to issue citations as provided in this section. ~~An animal control officer is~~ Any sworn officer of the Wauchula Police Department acting in the capacity of an Animal Control Officer is authorized to bear arms and make arrests in accordance with that officer's employment and authority under applicable Florida State Statutes. Civilian Animal Control Officers are not authorized to bear arms or make arrests; however, such civilian officers may carry a device to chemically subdue and tranquilize an animal, provided such officers have ~~has~~ completed a minimum of 16 hours of training in marksmanship, equipment handling, safety and animal care, and can demonstrate proficiency in chemical immobilization of animals in accordance with guidelines prescribed in the Chemical Immobilization Operational Guide of the American Humane Association, and have completed any other training required of municipally-employed animal control officers under Section 828.27, Florida Statutes, or other applicable law.

At large means off the premises of the owner, and not under the direct control, custody, charge or possession of the owner or other responsible person. An animal shall not be deemed "at large" if it is located within an enclosed motor vehicle or securely confined within a properly maintained enclosure.

Cat means a ~~the~~ domestic cat, Felis Catus.

Citation ~~shall mean~~ means a written notice, issued to a person by ~~an officer~~ a sworn or civilian Animal Control Officer, that the officer has probable cause to believe that the person has committed a civil infraction in violation of this chapter, and that the ~~county court~~ Special Magistrate for the City of Wauchula will hear the charge if requested by the issuing officer or the violator. The citation must contain:

(1) The date, time and place of issuance.

(2) The name, address, date of birth, and other forms of identification, such as a Florida Driver's License or Social Security numbers, of the person receiving the citation, to the extent such information is provided to the officer.

(3) The date, time and place the civil infraction was committed.

(4) The facts constituting probable cause.

(5) The ordinance violated.

(6) The name and authority of the officer.

(7) The procedure for the person to follow ~~in order~~ to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty if the person elects to contest the citation. The applicable civil penalty if the person elects not to contest the citation.

(9) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear to contest the citation, he shall be deemed to have waived his right to contest the citation and that, in such case, ~~judgment may be entered~~ an administrative fine may be levied against the person for an amount up to the maximum civil penalty.

(10) The names and addresses of witnesses to the infraction known to the officer at the time of issuance.

City means the City of Wauchula, Florida

City ~~Council~~ Commission means the City ~~Council~~ Commission of the City of Wauchula, Florida.

Direct control means immediate and continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of sufficient strength to restrain the same; or, in the case of specifically trained or hunting animals which immediately respond to such commands, direct control shall also include aural or oral control if the controlling person is at all times clearly and fully within the unobstructed sight and hearing of the animal.

Dog means a ~~the~~ domestic dog, Canis familiaris.

Enforcement officer means those employees of the City as designated by the City ~~Council~~ Commission, including but not limited to all sworn police officers ~~and public works employees~~ of the Wauchula Police Department or designated civilian Animal Control Officers.

Hearing Officer means the City's Special Magistrate.

Impoundment kennels means ~~the City Animal Control Pound~~ kennels operated by the Hardee County Sheriff or Hardee County Board of County Commissioners as Hardee County Animal Control located at 685 Airport Rd, Wauchula, FL 33873.

Offense means ~~a~~ any violation of this chapter or other ~~like~~ similar existing ordinances not repealed.

Owner or custodian means any person harboring, feeding, maintaining or otherwise exercising care, custody, or control of a dog or cat for a period of three consecutive days or more.

Nuisance dog or cat means any dog or cat which: (i) habitually barks, whines, howls, meows, cries, screams or causes any other objectionable noises resulting in an unreasonable annoyance to a neighboring resident; or (ii) disturbs the peace by habitually or repeatedly destroying or soiling public property, or causing injury or threatening to cause injury to any person or domestic animal or livestock on property other than that of the owner or custodian, or other similar behavior.

Veterinarian means a veterinarian duly licensed and registered by the State of Florida.

(Code 1982, § 4-1; Ord. No. 738, § 4, 4-13-92; Ord. No. 851, § 2, 8-9-99)

Cross reference(s) Definitions generally, § 1-2.

Sec. 4-3. Dangerous dogs, definitions, investigation, and hearing procedures.

(a) *Definitions.* The definitions contained in F.S. Ch. 767, as may be amended from time to time, are expressly incorporated into and made a part of this section as if fully stated herein, and shall include, but not be limited to, the following:

Animal control officer means any individual employed, contracted with, or appointed by an animal control authority, including, but not limited to, Hardee County Animal Control, Hardee County Sheriff's Office, or Wauchula Police Department, for the purpose of aiding in the enforcement of F.S. Ch. 767 or this section.

Dangerous dog means any dog that according to the records of the appropriate authority:

(1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;

(2) Has more than once severely injured or killed a domestic animal while off the owner's property; or

(3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Insurance means an insurance policy providing coverage in the minimum amount of $100,000.00 that provides liability insurance for damage to persons and property caused by the dangerous dog. The insurance shall be provided by an insurance company authorized to do business in the State of Florida, and the owner shall provide the Wauchula Police Department evidence of a certificate of insurance and a copy of the endorsement.

Owner means any person, firm, corporation, or organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a person under the age of 18, that person's parent or guardian.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and shall also provide protection from the elements.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

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

(1) An Animal Control Officer shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any Animal Control Officer or enforcement officer, desiring to have a dog classified as dangerous.

a. An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held. The animal may be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal.

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

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

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

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

(3) After the investigation, the Animal Control Officer shall present his factual findings, in writing, and all evidence the Animal Control Officer has collected, to the Chief of Police or his designee. Based on the written factual findings and evidence the Animal Control Officer has presented, the Chief of Police or his designee shall make an initial determination, in writing, as to whether there is sufficient cause to classify the dog as dangerous, and if sufficient cause is found, as to the appropriate penalty under subsection (5). The Chief of Police or his designee shall afford the owner an opportunity for a hearing before the City's hearing officer prior to making a final determination regarding the classification or penalty. The Chief of Police or his designee shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformance with the provisions of Chapter 48 relating to service of process. The owner may file a written request for a hearing before the City's hearing officer regarding the dangerous dog classification, penalty, or both, within seven calendar days after the owner's receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing shall be held as soon as possible, but not later than 21 calendar days and not sooner than five days after receipt of the request from the owner. The hearing officer shall conduct a de novo hearing to receive evidence and testimony. All testimony at the hearing must be under oath and must be recorded. The hearing officer must review any photographs, videos, or other evidence presented. Formal rules of evidence do not apply, but due process must be observed and govern the proceedings. The hearing officer must issue a final administrative order that including findings as to the determination that the owner's dog should be classified as a dangerous dog under F.S. Ch. 767, and proposed penalty within 21 days of the hearing. Such decision shall be in the form of a written order recorded with the City Clerk. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the Chief of Police or his designee as to such matter shall become final.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the Chief of Police or his designee shall provide a written final order to the owner by registered mail, certified hand delivery or service in conformance with the provisions of Chapter 48 relating to service of

process. The owner may appeal the classification, penalty, or both, to the Circuit Court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the owner must confine the dog in a securely fenced or enclosed area pending resolution of the appeal.

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

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

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

ii. Proof of a proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property. Wauchula Police Department must inspect and approve of the form and placement of the signs on the property before issuance of the registration and any renewals. The owner must also provide proof of ownership of the property on which the proper enclosure is located, or proof of permission from the owner of the property on which the proper enclosure is located.

iii. Proof of insurance as defined in this section.

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

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

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

    i. Is loose or unconfined.

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

    iii. Is sold, given away, or dies.

    iv. Is moved to another address.

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

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

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

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

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

(d) *Death of a human by dog, impoundment, destruction.* If a dog attacks and causes the death of a human, regardless of whether that dog previously has been classified as a dangerous dog, [the] Wauchula Police Department shall immediately impound the dangerous dog, placing it in quarantine if necessary, and after written notice to the owner, the dog shall be euthanized in a humane and expeditious manner after ten business days. During the ten-business-day period, the owner may notify the Wauchula Police Department in writing of a request for a hearing in accordance with subsection 4-3(b)(3) above. The owner shall be responsible for paying all boarding costs and other fees as may be incurred to humanely and safety keep the dog during any appeal process.

(e) *Additional charges.* Nothing in this section shall preclude criminal charges under Florida law.

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

(g) *Violations of this section.* A person who violates any provision of this section commits a noncriminal infraction, punishable by a fine of $500.00.

(Ord. No. 738, § 4, 4-13-92; Ord. No. 851, § 2, 8-9-99; Ord. No. 2025-01, §§ 2, 3, 3-10-25)

Editor's note(s)—Ord. No. 2025-01, § 3, adopted Mar. 10, 2025, amended the title of § 4-3 to read as herein set out. The former § 4-3 title pertained to dangerous dogs.

State law reference(s)—Dangerous dog, F.S. §§ 767.11—767.15.

Sec. 4-4. Rabies vaccination requirements.

Every owner of a dog or cat over three months of age shall cause such dog or cat to be vaccinated against rabies annually by a licensed vet (or as required by statute). Every owner of each dog or cat so vaccinated is required to cause the dog or cat to wear a valid inoculation tag at all times. Failure to annually vaccinate a dog or cat over three months of age shall be a violation of this chapter.

(Code 1982, §§ 4-6, 4-7; Ord. No. 738, § 5, 4-13-92; Ord. No. 851, § 2, 8-9-99; Ord. No. 2013-04, § 1, 7-8-13)

State law reference(s)—Rabies, F.S. § 828.30.

Sec. 4-5. Reserved.

Editor's note(s)—Ord. No. 871, § 1, adopted Feb. 14, 2000, repealed § 4-5 in its entirety. Formerly, said section pertained to City animal licenses. See the Code Comparative Table.

Sec. 4-6. Breeders permit.

(a) A breeder's permit is required for a person that offers dogs or cats for sale to the public. The permit can be purchased from the ~~Animal Services Department~~ Hardee County Animal Control located at 685 Airport Rd., Wauchula, Florida.

(b) The breeder will be responsible for maintaining records containing the following information and shall:

(1) Maintain accurate records of all animals produced by breeding and a record of their final disposition.

(2) Display the permit number in all advertising.

(3) Immunize all dogs and cats before they are offered for sale as required in F.S. § 828.29.

(4) Send a copy of the current rabies certificate to the Animal Services Department along with the name, address and telephone number of the person receiving the animal from the breeder.

The cost of the breeder permit will be $25.00 per year and will be renewed annually with the Animal Services Department. The license fees for animal breeders will be waived if a breeder's permit is purchased and a current rabies vaccination certificate is sent to Animal Services yearly.

(Ord. No. 851, § 2, 8-9-99; Ord. No. 2013-04, § 2, 7-8-13)

Sec. 4-7. Power to set fees and costs.

The City Commission, by resolution, shall set the fees and costs to be charged to the owner or custodian of a dog or cat by the City for impoundment, boarding, adoption, sterilization, euthanasia, and disposal.

(Ord. No. 851, § 2, 8-9-99; Ord. No. 2013-04, § 3, 7-8-13)

Sec. 4-8. Animals at large, restrictions.

(a) No person owning or having possession, charge, custody, or control of any dog or cat shall cause, permit, or allow ~~a dog~~ such animal to stray or ~~in any manner~~ to run ~~in or~~ at large upon any public street, sidewalk, ~~or~~ park~~,~~ or other public property, or the property of another~~;~~ ~~however, such dog~~ A dog or cat may be off the premises of ~~the~~ its owner or of the person having possession, charge, custody, or control of the dog or cat ~~if the dog~~ provided the animal is leashed or otherwise under the direct control of the person in custody of the dog or cat while being walked, transported, or taken to or from veterinary treatment, grooming, lawful training, organized exhibitions, competitions, or other lawful animal-related activities.

(b) ~~Enforcement officers~~ Animal Control Officers are authorized to impound any dog or cat which is at large or astray. An officer, sworn or civilian, shall not enter onto private property without first receiving either: (1) the consent of the owner or occupant of said property; or (2) obtaining a lawfully issued inspection warrant, for the purpose of capturing such dog or cat for impoundment.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-9. Keeping livestock or fowl.

It shall be unlawful to keep any cow, bull, steer, calf, horse, colt, pony, mule, jackass, jenny, goat, sheep, hog, pig, other livestock, or fowl (not including household pets) within the City, except as provided for in the Land Development Code.

(Ord. No. 851, § 2, 8-9-99; Ord. No. 2013-11, § 1, 10-14-13)

Sec. 4-10. Stray and feral chickens.

(a) It shall be unlawful for any owner or custodian of a chicken to allow a chicken to become a stray or feral chicken. For the purposes of this section, a "stray or feral chicken" shall mean a domesticated chicken which has strayed, been released, or has roamed from the property of its owner, and shall include the offspring of a domesticated chicken which has strayed, been released, or has roamed from the property of its owner.

(b) Any chicken which is suspected of being a stray or feral chicken may be picked up, trapped, and captured, by the City, and/or any designee, agent or contractor of the City authorized to perform stray and feral chicken removal services. Stray and feral chickens which are picked up, trapped, or captured by the City, its designees, agents, or contractors, shall be impounded for a period of not less than ten calendar days. Impounded chickens shall be released to their owners upon payment of an impoundment fee. The amount of the impoundment fee shall be set by resolution of the City Commission of the City. Failure to claim a chicken and pay the impoundment fee within the impoundment period shall be deemed a waiver of any right, title, claim or interest in the chicken. Chickens which are not redeemed by their owners may be disposed of in any manner deemed appropriate by the City Commission of the City. The impoundment of the stray or feral chickens, and subsequent disposition thereof, shall not relieve ~~relive~~ the chicken's owner of liability for civil penalties imposed for violations of subsection (a).

(c) Before conducting stray and feral chicken removal activities, the City shall provide notice that stray or feral chicken will be picked up, trapped, and captured by the City, and/or any designee, agent or contractor of the City, in such areas of the City which the City ~~Council~~ Commission may determine from time to time be suffering from an infestation of stray or feral chickens. Such notice shall consist of at ~~lease~~ least one advertisement published in a newspaper of general circulation in Hardee County. Said notice shall be published not less than ten calendar days prior to the commencement of stray and feral chicken removal services. In addition to publication, a copy of the above notice shall also be posted at the Wauchula City Hall and the Wauchula Police Department ~~City of Wauchula Animal Control Shelter~~ not less than ten calendar days prior to the commencement of stray and feral chicken removal services.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-11. Administrative authority; Enforcement of ordinance; Contents of citation or notice to appear.

~~(a) All employees of the Animal Services Division are hereby designated as animal control officers. The City Council may from time to time provide by resolution that certain employees of the Animal Services Division are not to be designated as animal control officers.~~

~~(b) It shall be the duty of all enforcement officers to enforce the City of Wauchula Animal Control Ordinance. An enforcement officer is hereby authorized to issue citations and notices to appear for violation of the Animal Control Ordinance when, based upon personal investigation, the officer has reasonable and probable grounds to believe that a violation of this chapter has occurred.~~

~~(c) The qualifications of employees of the Animal Services Division shall be established by the Police Chief pursuant to the current classification and pay plan approved by the City~~

~~Council. The training program for Animal Control Officers shall be pursuant to Section 828.17(4) of Florida Statutes.~~

1) The Chief of Police is authorized to develop administrative forms, procedures, and policies necessary to implement and enforce this chapter, provided such procedures are not inconsistent with this chapter or applicable law.

2) All sworn law enforcement officers and officially designated civilian employees of the Wauchula Police Department are hereby designated as Animal Control Officers, as defined in this chapter. The City Commission may, by resolution, exempt any employee or class of employees from such designation.

3) It shall be the duty of all Animal Control Officers to enforce the City of Wauchula Animal Control Ordinance. An Animal Control Officer is hereby authorized to issue citations and notices to appear for violation of the Animal Control Ordinance when, based upon personal investigation, the officer has probable cause to believe that a violation of this chapter has occurred.

4) The qualifications of employees acting in the capacity of Animal Control Officers for the Wauchula Police Department shall be established by the Police Chief pursuant to the current classification and pay plan approved by the City Commission. The training program for Animal Control Officers shall be pursuant to Section 828.17(4) of Florida Statutes.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-12. Abandoned animals.

It shall be unlawful for a person to abandon or dispose of a dog or cat on the property of another or public property or to abandon a dog or cat in his former residence when relocating to a new residence. Violation of this section shall be punishable as provided in Section 4-14.

Upon an affidavit of two citizens who are not residents of the same household, or upon probable cause developed through investigation to believe that an animal has been abandoned, an ~~enforcement officer~~ Animal Control Officer will investigate the matter. If the officer is unable to obtain consent from ~~of~~ the owner or occupant to enter onto the property upon which the dog or cat is located, the officer shall obtain an inspection warrant ~~as provided by Florida Law~~ under Chapter 933, Florida Statutes, specifically Sections 933.20 through 933.30. If upon entering the property for inspection, the officer finds an abandoned dog or cat thereon, the officer shall take it into custody.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-13. Claiming of quarantined animals by owner.

The owner of any animal in quarantine shall be notified of the date quarantine terminates and to claim the animal. Any animal held under quarantine at the impoundment area will be considered abandoned if not claimed on the day following the date the quarantine terminates. If not claimed on the day following quarantine, the animal ~~will~~ may be euthanized and/or disposed of as necessary.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-14. Rabies quarantine.

(a) Any dog or cat suspected of having rabies, or having bitten any person or other animal, shall be captured alive and quarantined at the owner's expense, at the animal shelter or if such dog or cat has proof of current vaccination, then the Animal Control Officer may allow, at his discretion, the owner to quarantine the dog or cat at home. The quarantine period shall cover a period of ten days.

(b) Any dog or cat held under quarantine at ~~the Animal Services Division~~ Hardee County Animal Control will be considered abandoned if not claimed on or before the third day following the quarantine. If not claimed on or before the third day following quarantine, the dog or cat may be euthanized and/or disposed of as necessary.

(c) Any dog that is owned, or the service of which is employed, by a law enforcement agency, or any dog that is used as a service dog for blind, hearing impaired, or disabled persons, and that bites another animal or human is exempt from the quarantine requirements of this chapter following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-15. Notification of owner of impounded animal; holding period for impounded animals.

(a) Reserved.

(b) The following holding periods are hereby established for animals picked up or turned into the impoundment kennels:

(1) Healthy dogs and cats wearing a current rabies vaccination tag, shall be held ten calendar days (not including the day of impoundment) from the date of posting the written notice of impoundment).

(2) Healthy dogs and cats not wearing a current rabies vaccination tag, shall be held for a minimum of five calendar days (not including the day of impoundment) from the date of posting the written notice of impoundment.

(3) Diseased or injured dogs or cats, whether tagged or untagged, shall be held 48 hours from the date and time of the posting of the written notice of impoundment. However, nothing herein shall be construed to prevent ~~the euthanization~~ euthanizing of animals that are suffering from incurable or untreatable condition or are imminently near death from injury or disease, as provided in F.S. § 828.05.

(4) ~~The Animal Services Division~~ Hardee County Animal Control may at its sole discretion extend the holding period beyond this time on a space available basis.

(c) Promptly upon the impoundment of any dog or cat, the Animal Control Officer shall give written notice to the owner of said dog or cat, if the owner's name and address is known, and shall post a notice that said dog or cat has been impounded. The notice shall state the date and the area where the dog or cat was picked up, a description of the dog or cat, the reason for impounding it, a statement by the Animal Control Officer certifying the date and time on which the officer posted the notice, a statement of the number of days or hours in which the owner has to claim the dog or cat from the date the notice is posted, and a statement that unless claimed within the applicable number of days or hours from the date and time on which the notice was posted, said dog or cat will [be] disposed of. The notice shall be posted at the Animal Services Impounding Kennel.

(d) Any impounded dog or cat which is not reclaimed by its owner prior to the expiration of the holding period shall be disposed of in the following manner:

(1) Said dog or cat may be destroyed as provided in F.S. Ch. 828.

(2) Said dog or cat, at the sole discretion of the Animal Control Officer, may be adopted by an adult 18 years of age or older, who desires to give said dog or cat a home, and who pays for the sterilization, proper vaccination, and fees for such adoption.

(Ord. No. 851, § 2, 8-9-99; Ord. No. 2013-04, § 4, 7-8-13)

Sec. 4-16. Interference with Animal Control Officers.

It shall be unlawful to interfere with any ~~enforcement officer~~ Animal Control Officer as defined in this chapter while in the legal performance of his duties, or anyone who may be assisting in the performance of such duties; or to take or attempt to take any animal from any ~~enforcement~~ such officer, or from any vehicle used by him to transport any animal; or to take or attempt to take any animal from the impoundment kennels with proper authority.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-17. ~~Penalties and fines.~~ Civil Penalties and Enforcement.

(a) Civil Violations.

~~Violation of any section~~ Any violation of this chapter shall ~~be~~ constitute a civil infraction, the maximum penalty for which shall not exceed $500.00. ~~If the person who has committed the civil infraction does not contest the citation, civil penalties of less than the maximum civil penalty shall be assessed as follows:~~ Unless the citation is timely contested as provided herein, the following civil penalties shall apply:

1) For violation of Section 4-14, "Rabies vaccinations [requirements]", Section 4-2 "Nuisance dogs and cats", or Section 4-6, "Breeders permits", the officer shall have the discretion either to issue a warning with no civil penalty or issue a citation for a fine in the amount of $50.00 for the first offense. The second offense occurring within three years, whether the first offense resulted in a warning or fine, shall require a fine in the amount of $100.00. The third offense occurring within three years shall require a fine in the amount of $150.00. Subsequent offenses occurring within three years shall be punishable by a civil penalty ~~as the court may impose,~~ as defined in this chapter, not to exceed $500.00.

2) For violation of Section 4-8, "Animals at large, restrictions", the officer shall have the discretion to either issue a written warning with no civil penalty or issue a citation for a fine in the amount of $50.00 for the first offense. The second offense occurring within three years, regardless of whether the first offense resulted in a warning or a fine, shall require a fine in the amount of $100.00. The third offense occurring within three years shall require a fine in the amount of $150.00. Subsequent offenses occurring within three years shall be punishable by a civil penalty as ~~the court~~ the City's Special Magistrate may impose, not to exceed $500.00.

3) For violation of either Section 4-12 "Abandoned dogs and cats", or Section 4-16, "Interference with an officer", the civil penalty shall be in the amount of $150.00 for the first offense. Subsequent offenses occurring within three years shall be punishable by a civil penalty as ~~the court~~ the City's Special Magistrate may impose, not to exceed $500.00.

4) If a dog or cat scratches, bites, threatens to, or otherwise physically injures any person under circumstances constituting a violation of Section 4-8, "Animals at large, restrictions", or Section 4-4, "Rabies vaccinations [requirements]", said offense shall require a fine of $100.00 in addition to any other applicable fine for a first offense. The second and subsequent offenses in violation of this section within three years shall be punishable by such monetary penalty as ~~the court~~ the City's Special Magistrate may impose, not to exceed $500.00.

5) ~~If the person who has been cited for committing the civil infraction should contest the citation, civil penalties up to the maximum civil penalty, with court costs may be assessed.~~ A person who timely contests a citation before the City's Special Magistrate will be entitled to a hearing before the City's Special Magistrate. Following a hearing, the Special Magistrate may impose any civil penalty authorized by this chapter, not to exceed five hundred dollars ($500.00), together with any administrative costs authorized by law.

(b) Issuance of Citation.

An Animal Control Officer who has probable cause to believe that a violation of this chapter has occurred may issue a Civil Citation. ~~A citation may be issued by an officer who has probable cause to believe that a person has committed an act in violation of this chapter. After issuing a citation to an alleged violator, the officer shall deposit the original of the citation with the Clerk of Courts for Hardee County. The officer shall also give one copy of the citation to the alleged violator, one copy to the Wauchula Police Department Records Custodian, and shall retain one copy of the citation for himself.~~ The Animal Control Officer shall file the original citation with the City Clerk, shall provide copies of the citation to the person cited for violating this Chapter and the Wauchula Police Department Records Custodian, and the issuing officer shall retain a copy of the citation.

(c) Civil Penalty; Request for Hearing.

Any person ~~cited~~ receiving a Civil Citation for a violation of this C~~c~~hapter shall pay the civil penalty assessed in the citation within thirty (30) calendar days of the date of the citation was issued unless the person receiving the Civil Citation elects to contest the citation by filing a written Request for Hearing with the City Clerk within thirty (30) calendar days of the date the citation was issued.

~~who does not elect to appear in county court shall pay the Clerk of Court for Hardee County the civil penalty either by mail or in person within 30 days of the date of receiving the citation.~~

Upon receipt of a timely Request for Hearing, the City Clerk shall schedule the matter before the City's Special Magistrate and provide written notice of the hearing to the Respondent and the issuing officer.

The City Clerk may issue subpoenas upon request of either the Respondent or the issuing officer as authorized by law. The parties requesting such subpoenas shall be responsible for identifying witnesses and providing sufficient information to the City Clerk for service of the subpoenas.

(d) Failure to Timely Request Hearing.

Any person cited for a violation of this chapter who fails to timely request a hearing shall be deemed to have waived the right to contest the citation; the civil penalty identified in the citation shall become immediately due and payable; and the citation shall thereafter constitute a final administrative determination of liability for violation of this Chapter ~~elect to appear in county court shall pay the Clerk of Court for Hardee County the civil penalty either by mail or in person within 30 days of the date of receiving the citation~~.

(e) Hearing Procedures.

~~If a person fails to pay the civil penalty within 30 days, or to appear in court to contest the citation, the court may issue an order to show cause upon motion filed by the Clerk of Court. In such case the person shall be deemed to have waived his right to contest the citation and a judgment may be entered against the person for an amount up to the maximum penalty. This order shall require such persons to appear before the court to explain why action on the citation has not been taken. The City Attorney shall attend the hearing set by the order to show cause. If any person who is issued such order fails to appear in response to the court directive, that person may be held in contempt of court. The City shall be entitled to its costs and reasonable attorney's fees incurred in such proceedings.~~

The Special Magistrate shall conduct hearings in a fair and impartial manner consistent with the requirements of procedural due process.

Formal rules of evidence shall not apply, but due process must be observed and govern the proceedings. All testimony shall be given under oath, and the Special Magistrate may receive any evidence reasonably relevant to the citation or any defenses the Respondent asserts. The Respondent may appear personally, present witnesses, introduce documentary evidence, cross-examine adverse witnesses, and be represented by counsel at the Respondent's own expense.

If a Respondent fails to appear after receiving proper notice of the hearing, the Special Magistrate may proceed in the Respondent's absence and enter a Final Administrative Order based upon the competent substantial evidence presented.

The issuing Animal Control Officer shall bear the burden of establishing the violation by a preponderance of the evidence.

(f) Authority of the Special Magistrate.

Following the hearing, the Special Magistrate may:

1. Dismiss the citation;

2. Sustain the citation;
3. Reduce, affirm, or increase the civil penalty, provided the penalty imposed does not exceed the maximum authorized by this chapter;
4. Assess administrative costs authorized by law;
5. Establish a reasonable compliance deadline when corrective action is appropriate;
6. Enter any other administrative order authorized by this chapter or applicable law.

~~As provided in F.S. § 828.27(5), any person who willfully refuses to sign and accept a citation issued by an officer is guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.~~

(g) Final Administrative Order.

The decision of the Special Magistrate shall be reduced to writing in the form of a Final Administrative Order.

The Final Administrative Order shall include, as applicable:

1. Findings of Fact;
2. Conclusions based upon this chapter;
3. The civil penalty imposed;
4. Administrative costs assessed;
5. Any corrective action ordered;
6. Any compliance deadline established; and
7. Notice of the consequences of failing to comply with the Final Administrative Order.

The City Clerk shall maintain the Final Administrative Order as part of the official record.

~~In addition to the enforcement procedures herein, the City Commission may enforce this chapter by any other means provided by law, and may further enforce this chapter by actions at law and in equity, including actions for injunctive relief, and, if the City prevails in any such action, the City shall be entitled to its costs and reasonable attorney's fees incurred in such action.~~

(h) Compliance Review.

If a Respondent fails to comply with a Final Administrative Order within the time prescribed therein, the City may request that the matter be scheduled for a compliance review hearing before the Special Magistrate.

Following notice and an opportunity to be heard, the Special Magistrate may determine whether the Respondent has complied with the Final Administrative Order and may enter such additional administrative orders as are authorized by this chapter or applicable law.

~~In the event a dog or cat is impounded for violation of this chapter and the owner of the dog or cat abandons the dog or cat to the Animal Services Division, the owner shall remain liable for the civil penalties imposed for violation of this chapter.~~

(i) Refusal to Accept Citation.

As provided in Section 828.27(5), Florida Statutes, any person who willfully refuses to sign and accept a citation issued by an Animal Control Officer commits a misdemeanor of the second degree punishable as provided by Florida law.

~~Issuance of a citation or warning to an adult member of the household in which a dog or cat resides shall be deemed notice of the citation or warning to all members of the household.~~

(j) Other Remedies.

In addition to the remedies and enforcement procedures herein, the City Commission may enforce this chapter by any other means provided by law, and may further enforce this chapter by actions at law and in equity, including actions for injunctive relief, and, if the City prevails in any such action, the City shall be entitled to its costs and reasonable attorney's fees incurred in such action.

~~Any civil fines and penalties collected pursuant to this chapter shall be deposited monthly into the City general fund. The Clerk of Court shall retain $10.00 from each fine collected for the purpose of defraying office expense in response to the court directive, that person may be held in contempt of court. The City shall be entitled to its costs and reasonable attorney's fees incurred in such proceedings.~~

(k) Abandonment of Impounded Animals.

In the event an impounded animal is abandoned to the City or to Hardee County Animal Control, the owner shall remain responsible for any civil penalties lawfully imposed under this chapter.

(l) Disposition of Civil Penalties.

All civil penalties collected pursuant to this chapter shall be deposited into the City's General Fund unless otherwise provided by law.

(Ord. No. 851, § 2, 8-9-99; Ord. No. 2012-04, § 2, 12-10-12; Ord. No. 2013-04, § 5, 7-8-13)

~~**Sec. 4-18. Service of citation or warning.**~~

~~Issuance of a citation or warning to an adult member of the household in which an animal is kept shall be deemed notice of the citation or warning to all members of the household.~~

~~(Ord. No. 851, § 2, 8-9-99)~~

Sec. 4-18~~19.~~ Nuisance animals.

(a) It shall be unlawful for any owner or custodian of a dog or cat to allow said dog or cat to be a nuisance as defined in this chapter.

(b) Property zoned commercial kennels or owners of a security dog which is located on commercial or industrially zoned property shall be exempt from the provisions of this section as it relates to dogs or cats which habitually bark, whine, howl, cry, scream or cause objectionable noises.

(c) An ~~enforcement officer~~ Animal Control Officer, upon receipt of sworn affidavits of complaint from two people residing in separate households alleging a violation of this section, shall investigate and may issue a citation to any dog or cat owner or custodian alleged to be in violation of this section.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-19~~20~~. Authority to impound sick, injured or dangerous/vicious animals.

(a) Any animal whose owner cannot be located, or will not answer the door, and which animal is suspected of being sick or injured or has inflicted injury or threatened to inflict injury to any person or animal may be picked up, trapped, captured by remote chemical immobilization, if the officer determines that the seizure is necessary for public health or safety, or to prevent animal suffering.

(b) The City shall provide an enclosure for impounding dogs and the total cost of care and keep of the dogs impounded shall be paid for by the owner of such dogs impounded, and an owner shall further comply with the provisions of this chapter before the dog or dogs shall be released to such owner.

(c) The City shall charge and collect ~~an~~ impounding fees ~~of $10.00~~ and daily boarding fees established by Resolution ~~$4.00 per day boarding fee~~ for each animal impounded. The impounding fee and boarding fee may be increased from time to time by the City

Commission ~~Council~~ of Wauchula, Florida, by resolution. The impounding fee and boarding fee shall be collected before the animal is released.

(d) The owner or any person redeeming an unvaccinated, impounded animal shall pay prevaccination charges before such animal is released. The paid certificate shall be honored by any veterinarian approved by the City.

(e) An impounded animal shall only be released to the owner or a person 18 years of age or older residing in the same household as the owner.

(Ord. No. 851, § 2, 8-9-99)

Sec. 4-20~~21~~. Detaining animals roaming on private property.

(a) A property owner or tenant who seizes a dog or cat at large on his property shall immediately deliver the animal to an enforcement officer.

(b) Any person who captures a dog or cat shall exercise care to treat the animal humanely and to avoid any cruelty, injury, sickness, hunger or other ailment or affliction in both seizure and delivery of the animal. Any person unable to comply fully with this section shall not seize the dog or cat.

(Ord. No. 851, § 2, 8-9-99)

Wauchula Police Department
Ronald J. Curtis, Jr. Chief of Police
128 S. 7th Avenue
Wauchula, FL 33873
Phone: 863-773-3265

Date:	August 7, 2026
To:	Wauchula City Commission
From:	Chief Ron Curtis
Thru:	City Manager Olivia Minshew and City Clerk Stephanie Camacho
Ref:	Chapter 4: Animal Control Ordinance

Inter-Office Memorandum

Commissioners,

Several months ago, the Wauchula Police Department was notified that the Hardee County Clerk of Courts would no longer process civil citations issued for violations of City ordinances. While the City assumed responsibility for accepting payment of those citations, it was not until two recently contested animal-at-large citations that we discovered a significant procedural gap in the existing ordinance.

Upon review, it became apparent that the current Animal Control Ordinance relied on the County Court and Clerk of Courts to process contested citations. With the Clerk no longer accepting or processing these cases, the ordinance provided no administrative process for the City to handle contested citations, unpaid citations, or other enforcement actions through the City's Special Magistrate. As a result, the City lacked a legally established mechanism to resolve these matters when a respondent simply refused to pay or contest a citation.

To identify a practical solution, Chief Curtis met with County Judge Horton, Circuit Judge Barber, and representatives from the Clerk of Courts. After evaluating several options, it was determined that returning these cases to the County Court was not feasible due to existing court workloads, other legal limitations, and the requirement for approval from the Chief Judge.

To address this issue, Chief Curtis worked with the City Attorney to comprehensively revise the Animal Control Ordinance, with the exception of the Dangerous Dog provisions, which remain unchanged. The revised ordinance modernizes the language and establishes clear administrative procedures for issuing, paying, contesting, and resolving animal control citations through the City's Special Magistrate process, providing the City with an effective and legally sound enforcement mechanism. The suggested ordinance is attached for your review.

Chief Ron Curtis

Chief Ron Curtis
Wauchula Police department

RESOLUTION 2026-17

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE FOR THE TENTATIVE BUDGET FOR THE 2026-2027 TAXING YEAR PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, sets out the method of fixing millage by the governing body of a taxing authority; and,

WHEREAS, Section 200.065(2)(d), Florida Statutes, requires the City Commission (the "Commission") of the City of Wauchula, Florida, (the "City) to compute the millage rate to be levied in relation to the "rolled-back rate" computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the "rolled-back rate" for the City computed by the Hardee County Property Appraiser pursuant to Section 200.065(1), Florida Statutes, is 5.8318 mills; and

WHEREAS, the Commission of the City must set the tentative millage rate to be used in computing the amount of ad valorem taxes to be raised to fund the tentative adopted budget; and,

WHEREAS, the notice of the public hearing to be held on Monday, September 14, 2026, at 6:00 P.M, to adopt the tentative millage rate and budget was published, pursuant to the requirements of Section 200.065(2)(d), Florida Statutes.

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

1. Pursuant to Section 200.065, Florida Statutes, the Commission of the City sets the tentative millage rate of 5.8318 mills, such millage rate being equal to the "rolled-back rate. This tentative millage rate of 5.8318 mills is to be levied for the general fund upon all real and tangible personal property subject to the taxing authority of the City of Wauchula, Florida.

2. This resolution shall become effective immediately upon adoption.

On Motion of Commissioner _____, seconded by Commissioner _____, Resolution 2026-17 was introduced and approved by the City Commission of the City of Wauchula, Florida, on the **28th** day of **September**, **2026**.

(SEAL)

ATTEST: CITY OF WAUCHULA

_____ By:_____
Stephanie Camacho, City Clerk Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By:_____
Kristie Hatcher-Bolin, City Attorney

ORDINANCE 2026-14

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR ADOPTION OF THE FINAL BUDGET FOR THE 2026-2027 FISCAL YEAR PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING AUTHORIZATION FOR TRANSFERS OF APPROPRIATIONS FOR EXPENSES AS LONG AS SUCH TRANSFERS DO NOT AFFECT THE TOTAL BUDGET FOR EACH DEPARTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, sets out the method of adopting a budget by the governing body of a taxing authority; and

WHEREAS, Section 200.065(2)(a) 4., Florida Statutes, requires the City Commission (the "Commission") of the City of Wauchula, Florida, (the "City") to prepare and consider tentative and final budgets; and

WHEREAS, the Commission of the City, must set the final budget in accordance with the amount of ad valorem taxes to be raised; and

WHEREAS, pursuant to Section 200.065(2)(c), Florida Statutes, the Commission, published notice and held a public hearing on Wednesday, September 14, 2026, at 5:00 P.M., or as soon thereafter as can be heard, on the adoption of the tentative budget for fiscal year 2026-2027 and adopted the same; and

WHEREAS, the public notice of the hearing to be held on Monday, September 28, 2026, at 5:05 P.M, to adopt the final budget and a statement summarizing the adopted tentative budget was duly published in The Herald Advocate, a newspaper of general circulation in Hardee County, Florida, pursuant to the requirements of Section 200.065(2)(d), Florida Statutes; and

WHEREAS, estimates of revenues have been made using information available and estimates of expenses have been made to determine the amount of funds required to continue necessary operations and maintenance and make scheduled principal and interest payments.

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

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

2. Pursuant to Section 200.065, Florida Statutes, the Commission of the City, adopts the final budget in the amount of TWENTY-EIGHT MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($28,688,439).

3. The budget for fiscal year beginning October 1, 2026, and ending September 30, 2027, is hereby adopted as follows:

Utilities	$ 12,280,128
Sanitation	$ 1,510,000
General Fund	$ 6,257,286
Wauchula Airport	$ 433,006
Community Redevelopment Agency	$ 8,208,019
TOTAL BUDGET	**$ 28,688,439**

and is based upon the taxable value of real property of TWO HUNDRED TWENTY MILLION SEVEN HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($220,754,625), tangible personal property of NINETEEN MILLION ONE HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($19,151,895), and anticipated, non-ad valorem revenues totaling TWENTY-SEVEN MILLION TWO HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED FIFTY-TWO AND NO/100 DOLLARS ($27,289,352). The budget consisting of FIFTY-FOUR (54) pages is attached to this ordinance and incorporated herein by this reference.

4. Upon written request from the department head and approval by the City Manager, transfers of appropriations for expenses may be made from one account to another account of the budget, so long as the total appropriations for each department, including capital outlay accounts related thereto, shall not be increased thereby. The City Manager shall advise the Commission of any such transfer at the next regular City Commission meeting.

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

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

7. This Ordinance shall take effect immediately upon its adoption.

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

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

SEAL)

ATTEST:

_____
Stephanie Camacho, City Clerk

CITY OF WAUCHULA, FLORIDA

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

_____
Kristie Hatcher-Bolin, City Attorney

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the 28TH day of September , 2026; that the first reading of said ordinance was held on the 14TH day of September, 2026; that the public hearings were held on the 14TH day of September, 2026; and on the 28TH day of September , 2026; and that the second and final reading of said ordinances was held on the 28TH day of September , 2026.

_____
Stephanie Camacho, City Clerk

26-27 Budget Updates

Summary of Overall Budget Changes

	Proposed	Tentative	Diff ($) Proposed - Tentative
General Fund	6,257,286	6,257,286	-
CRA	8,208,019	8,208,019	-
Airport	433,006	433,006	-
Utility	12,280,128	12,280,128	-
Sanitation	1,510,000	1,510,000	-
	28,688,439	**28,688,439**	**-**

Changes in Expenses

	Proposed	Tentative	Diff ($) Proposed - Tentative
Dept 513 Health Insurance	75,603	82,499	6,896
Airport Repairs and Maintenance	9,500	18,000	8,500
Property & Casualty Insurance	770,499	694,861	(75,638)
Contingency	221,154	281,396	60,242
			-

Budget Changes by Fund

	Proposed	Tentative	Diff ($) Proposed - Tentative
General Fund			
Expense			
Dept 513 Health Insurance	75,603	82,499	6,896
Property & Work Comp Insurance	294,398	271,657	(22,741)
Contingency	55,222	71,067	15,845
			-
AIRPORT			
Expense			
Property Insurance	70,317	56,829	(13,488)
Repairs & Maintenance	9,500	18,000	8,500
Contingency	5,719	10,707	4,988
			-
Utility Fund			
Expense			
Property & Work Comp Insurance	346,524	312,401	(34,123)
Contingency	123,239	157,362	34,123
			-
Sanitation Fund			
Expense			
Property & Work Comp Insurance	59,260	53,974	(5,286)
Contingency	36,974	42,260	5,286
			-

FISCAL YEAR 2027 BUDGET

PREPARED BY:
BUDGET TEAM

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SANITATION FUND 52

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BUDGET PLANNING CALENDAR

April 15…….	Finance Department provides budget worksheets to supervisors for requests	
May 1…….	Department requests due to finance department	
May 15 – 22…..	Departmental budget reviews with budget team and department heads	
June 1…….	Property appraiser provides estimate of total assessed non-exempt property	
July 1……	Property Appraiser provides Certificate of Property Value	
July 6……..	Draft budget summary presented to Commission	
August 4…….	Inform Property Appraiser of:	1. Prior year millage rate 2. Current year proposed millage rate 3. Current year rolled-back rate 4. Date, time, and place of 1st budget hearing
August 24…….	Property Appraiser mails proposed property tax (TRIM)	
September 14....	First public hearing on tentative budget	
September 24..	Advertise final public hearing	
September 28..	Final public hearing on proposed budget	
October 1…….	Start of Fiscal Year 2026-2027	

CONTRIBUTING BUDGET FACTORS

Personnel Services

While not the largest expenditure type, personnel expenditures make up a significant portion of the City of Wauchula's overall budget. Therefore, staff spends considerable time each year reviewing personnel expenses. A quick recap of the factors relating to personnel impacting this proposed budget include:

- Implementation of the new step plan for all employees to reach the $15 minimum wage requirement by September 30, 2026. This year is the final step plan adjustment for full implementation of our 5 year plan. Overall salaries for the proposed budget is $4.59 million which is a 5.56% increase from current budget
- Individual step raises for employees who are expected to or have achieved certain milestones
- Year 2 of our participation in the self-funded health insurance pool will see a 6% increase in premiums.
- Maintaining current Health Savings Account (HSA) contribution levels at $3,200 for family and $1,600 for individuals.
- Continued funding of the Employee Wellness Program.
- Workers' compensation premiums increased 13%.
- Required annual contribution to the Pension Fund is 3.64% of payroll and the OPEB contribution is budgeted at 6.36% for a total of 10% for retirement benefits

Operating Expenses

Every department is carefully reviewed each year to ensure sufficient funds are budgeted to maintain city & utility operations, while being prudent with taxpayer and rate payer dollars. The following factors are worth noting in operating expenses:

- The budget includes a decrease of 10.65% for automobile liability and property and casualty liability premiums.
- Continuation of the Employee Recognition Program and related funding for such can be seen in both the General Fund (Dept 519-54920) and Utility Fund (Dept 539-54925) at $2,500 each.
- Continuation of the workstation replacement schedule produced the need for 11 computers and 3 tablets in 7 different departments. The departments include 511, 519, 521, 541, 503, 539, and 593.
- To ensure continuous improvement and accountability, an update to the strategic plan can be found in each city fund for a total of $7,500.
- In the Roads and Streets department, another $10,000 is budgeted for the next phase of street name sign replacement throughout the city-limits in 541-54600 and the continued improvements of the Florida Avenue sidewalk are also budgeted for $7,000 in 541-54602
- A new security camera is planned for the new water storage facility built during FY 25-26. This is found in 533-55200 for $4,000
- Regular replacement of chart recorders for $3,500 and new pallet racks for the WWTP maintenance shop for $5,000 are budgeted in 535-55200
- Continuation of the contracted sludge hauling is budgeted in 535-55210 for $130,000
- Smoke testing and sewer manhole lining is budgeted in 536-54600 for $6,000 and $30,000 respectively
- Replacement tracks for the mini excavator will be $5,000 and are budgeted in 539-54655

- Bulk material bins for the laydown yard ($5,500) and pallet racks for the warehouse ($5,000) can be found in 539-55200
- Annual recloser replacement for the electric distribution system can be seen in 593-55202 for $30,000
- In order to expedite LED street and yard light replacement installation, we have again budgeted $70,000 (593-55280)
- An employee in the Electric Distribution Department (593-55400) that needs to begin apprentice school starting next fiscal year which is budgeted at $12,000.

Capital Expenditures

The City continues to invest in our facilities, equipment, vehicles & existing infrastructure. Proposed capital expenditures are approximately $9 million for FY 26-27. The following items are representative of this commitment:

- Vehicles and Equipment
    - As a continuation of our established fleet replacement program, the following replacements have been budgeted for this fiscal year. These can be found in:
        - General Fund
            - Dept 521- Police Department
                - 2 Police Vehicles ($120,000)
            - Dept 541- Roads & Streets
                - Pick-Up Truck ($54,000)
            - Dept 572- Recreation
                - Tractor Loader Backhoe(TLB) ($47,000)
                - 2 Zero-Turn Mowers ($46,000)
        - Utility Fund
            - Dept 502- Meter Department
                - Pick-Up Truck ($50,000)
            - Dept 533- Water Distribution
                - Air compressor for Pneumatic Tools ($8,000)
            - Dept 535-WWTP
                - Golf Cart ($7,500)
            - Dept 536- Sewer & Locates
                - Sewer Camera ($35,000)
            - Dept 539- Administration
                - Replace Domain Controller Server ($8,000)
            - Dept 593- Electric Distribution
                - 1 Bucket Truck ($280,000)- Roll Forward from Prior Year
                - Flat Bed Truck ($65,000)
                - Chipper ($90,000)

- Buildings and Other Infrastructure
    - Dept 541- Roads & Street
        - Mill and repave Kentucky & Georgia ($230,000)
    - Dept 584- Community Redevelopment Agency
        - Land Acquisition for Senior Center ($300,000)
        - Project Signage
            - Historic City Hall ($5,000)
            - Crews Park ($6,000)
            - Peace River Park ($6,000)
        - Auditorium Improvements ($2,560,000)
        - In-Fill Housing ($1,245,000)
        - Power Plant Repurpose ($1,000,000)
        - Bay Street Sidewalk ($8,125)
        - New Development Sidewalks ($115,000)
        - Farr Field Improvements ($2,345,269)
    - Dept 532- Water Treatment Plant
        - ½ Water Facilities Plan ($37,500)
    - Dept 533- Water Distribution
        - ½ Water Facilities Plan ($37,500)
        - 2 Insertion Valves ($14,000)
    - Dept 535- Waste Water Treatment Plant
        - Chlorine Analyzer ($6,000)
    - Dept 536- Sewer & Locates
        - Repair sewer line at Kraven & Highway 17 and Florida and Main ($50,000)
    - Dept 539- Administration
        - Enclosing additional covered storage ($35,000)
    - Dept 593- Electric Distribution
        - Transformer Pad Extension ($10,000)
        - Storm hardening projects ($100,000)
        - Hardee Crossing Subdivision extension ($10,000)
        - Annual switch replacement ($15,000)

Debt Service

This year's budget will see an increase in debt service payments due to the completion of the state revolving fund funded project at the waste-water treatment plant during FY 25-26. In the Utility Fund the annual payment increase for FY 26-27 is $45,674. We made the last debt service payment on the financed police vehicles, making the General Fund completely debt free.

Grants & Aids

The Wauchula CRA continues to seek public/private partnerships in order to maximize the impact of the Tax Increment Financing funds. The CRA will set aside $250,000 in additional funds for new commercial grant projects in FY 26-27. These can be seen in Dept 584-58110. Another partnership which is equally vital to the CRA, is through an interlocal agreement with Hardee County. This agreement allows the CRA to fund public relations, administered by the Main Street Wauchula organization, to support marketing, the arts, and community events held in the CRA district. This funding is seen in Dept 584-58220.

Other Uses

Transfers & Contingency

The city makes an effort each year to build contingency into the budget for unexpected expenses. The proposed budget includes contingencies as follows:

- General Fund- $71,067
- Airport- $10,707
- Utility- $157,362
- Sanitation- $42,260

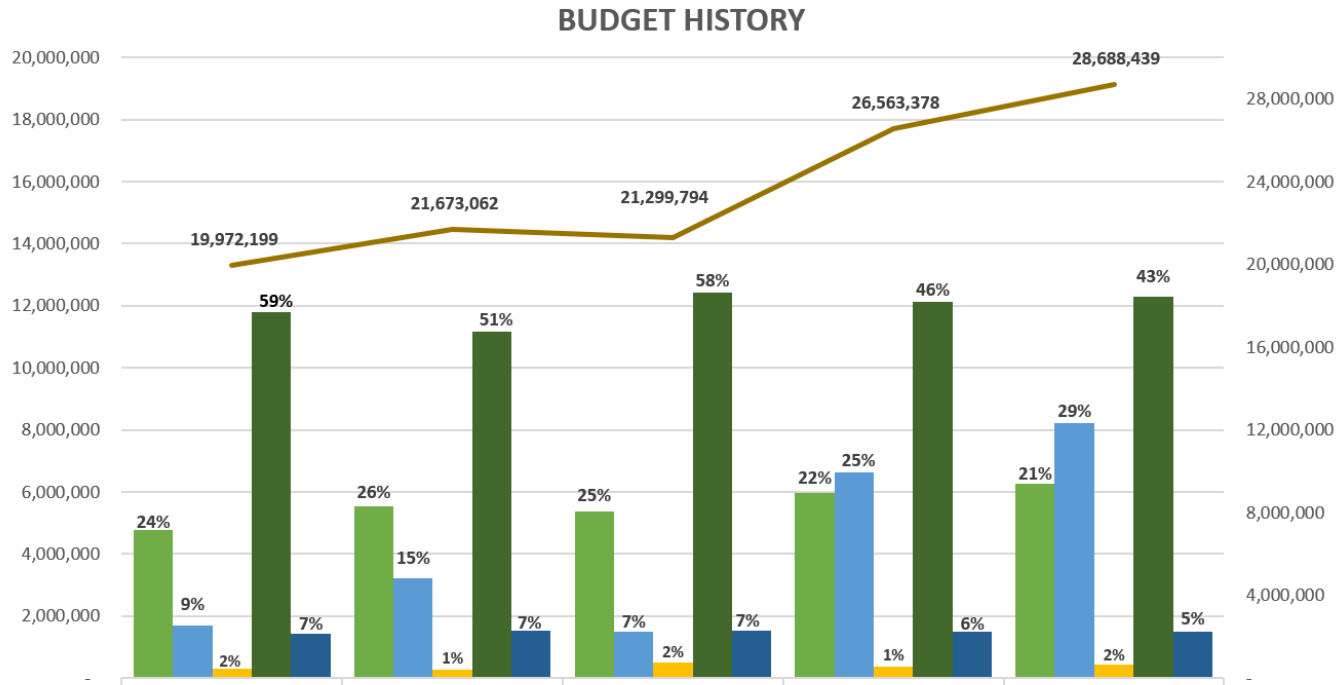
The total transfer to the General Fund from the Utility & Sanitation Funds increased by $57,311, which is less than a 3% increase from current FY. General Fund administration supports the enterprise funds as well, and while expenses continue to increase in the General Fund the revenues to help support those expenses do not increase at the same rate.

Grant Funded & Potential Projects (Not in proposed budget)

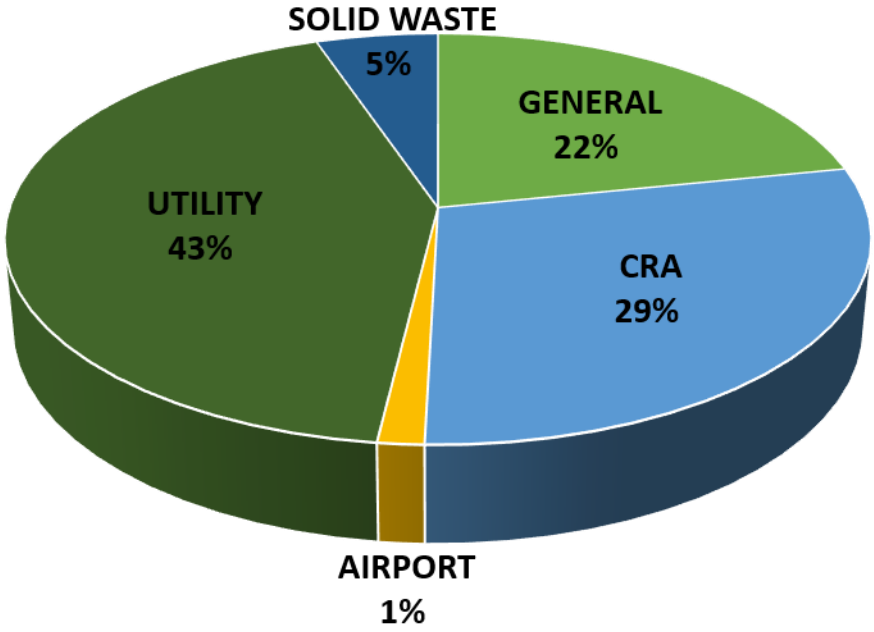
Staff has found it more efficient to match grant funded project expenses with their relative revenue as they occur. Therefore, the following projects are expected to be in process during FY 26 -27 and be funded with grant funds.

Project	Purpose	Amount
Senior Center	Design and construct a new ADA compliant senior center	$3,000,000
Administration Building Generator	Installation of back-up generator at the Administration and Police Department Building	$217,251
Street Sweeper	Purchase a mechanical street sweeper to maintain city roads	$500,000
Oak Street, Bay Street, and/or Palmetto Street Roadway Improvements	Resurfacing as much of Oak, Bay, and Palmetto Streets as funds will allow	$2,000,000
Hogan Street Extension	Extend Hogan Street to connect North and Southbound Highway 17	$441,125
City Wide Roadway Improvements	Mill and resurface various roads city wide	$5,113,266
Court Street Improvements	Full depth reconstruction of approximately 350 feet of road	$166,130
Heard Bridge Road Improvements	Mill and repave of approximately 2,000 feet of Heard Bridge Road	$1,173,888
Heritage Park Restroom Improvements	Update restroom facility at Heritage Park	$500,000
Community Court Park	Repourpose vacant city property to an active court park	$2,000,000
Auditorium Safety Improvements	Upgrade current facility to include ADA accessibility, sprinkler system, fire rated curtain, upgraded rope and weight fly system, and lighting upgrades	$2,500,000
Farr Field #1	Add a third softball field, splash pad, playground, and parking lot	$2,867,458
Farr Field #2	Renovate 2 existing fields, restrooms, concession stand, and press box	$3,500,000
Runway and Taxiway Extension	Feasibility and environmental studies, design and construction of a runway and taxiway extension to allow for safe landing & take-off of medium sized jet aircraft	$9,950,000
T-Hangar #1	Design and construct an additional multi-unit T-Hangar	$2,500,000
T-Hangar #2	Design and construct an additional multi-unit T-Hangar	$5,000,000
Airport Taxi Lane- T-Hangars	Extend taxi lane and build additional T-Hangars	$5,000,000
Rotating Beacon & Tower	Design and construction of a rotating beacon and tower at the airport	$325,000
Airport Terminal Building	Design and construct a new airport terminal/pilot's lounge	$1,750,000
Municipal Airport Deep Well Design	Design a new deep well to support economic development to include fire suppression capabilities	$1,332,938
Airport Fuel Farm	Design new fuel station to include AVGAS	$164,000
Advanced Metering Infrastructure (AMI)	Design and implement an advanced metering infrastructure system for electric and water meters city-wide	$4,750,000
Southwest Area Elevated Water Tower	Design and construction of a third elevated water tower in the southwest area of the county	$8,212,789
Heard Bridge Waterline Loop	Extend the waterline on Heard Bridge Road north to REA Road and west to Highway 17, looping the main water system	$1,510,000
Effluent Spray Field	Develop an effluent spray field along the City's existing reuse line	$2,000,000
WWTP Centrifuge Dewater	Design and installation of a mechanical dewatering system at WWTP to reduce sludge volume, improve efficiency, and lower operational costs	$2,000,000
Replace Sewer Line Behind Stadium and Sunset Park Neighborhood	Reroute the sewer line that runs behind the stadium and Sunset Park to Farr Field upgrading old infrastructure and rerouting flow to the plant relieving the burden on #3 Lift Station and providing for increased capacity to the southwest service area	$15,000,000
Power Plant Demolition	Demolition and site improvements at old power plant	$4,000,000
WWTP Generator #1	Installation of back-up generator at the WWTP Contact Chamber	$342,306
WWTP Generator #2	Installation of back-up generator at the WWTP Control Room	$277,685
Storm Harden Riverview Lift Stations	Raise 3 lift stations in flood zone to improve storm hardening	$2,386,500
Public Safety Hardened Facility	Hardened facility to expedite public safety measures aiding in restoration after disasters	$5,000,000

OVERALL CITY-WIDE BUDGET



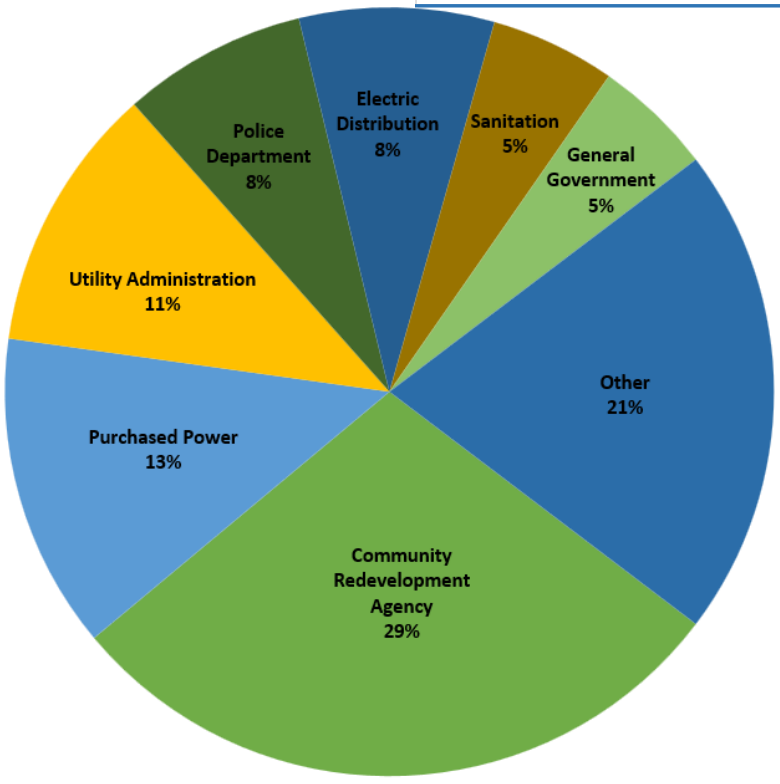
	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
GENERAL	4,760,912	5,538,749	5,358,442	5,976,989	6,257,286
CRA	1,703,707	3,205,193	1,479,988	6,629,537	8,208,019
AIRPORT	306,940	257,425	511,969	355,896	433,006
UTILITY	11,785,742	11,152,727	12,412,098	12,115,956	12,280,128
SOLID WASTE	1,414,898	1,518,968	1,537,297	1,485,000	1,510,000
TOTAL	19,972,199	21,673,062	21,299,794	26,563,378	28,688,439



DEPARTMENT SUMMARY

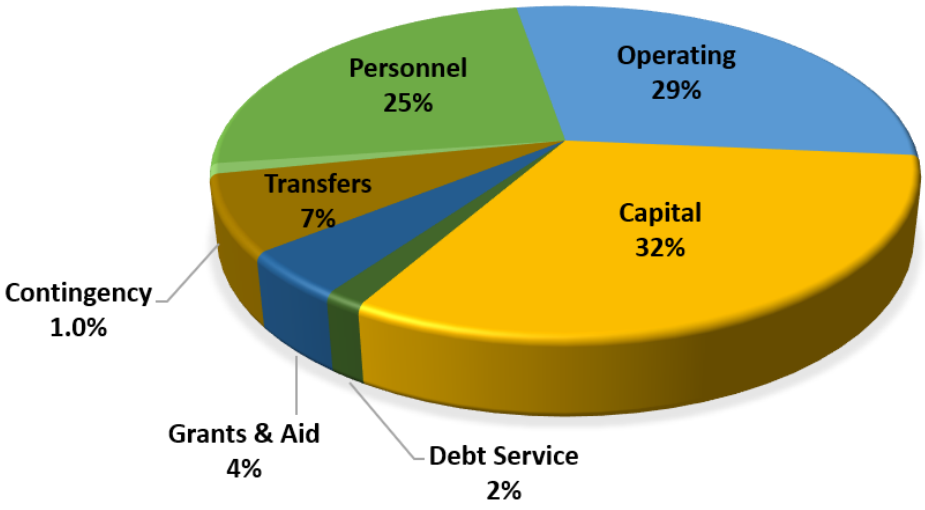
General	
City Commission	244,116
City Manager	174,210
Finance	321,921
Legal	32,000
Community Development	201,311
General Government	1,441,645
Police Department	2,222,097
Code Enforcement	105,246
Roads & Streets	727,866
Parks & Recreation	786,873
General Total	**6,257,286**
CRA	
CRA	8,208,019
CRA Total	**8,208,019**

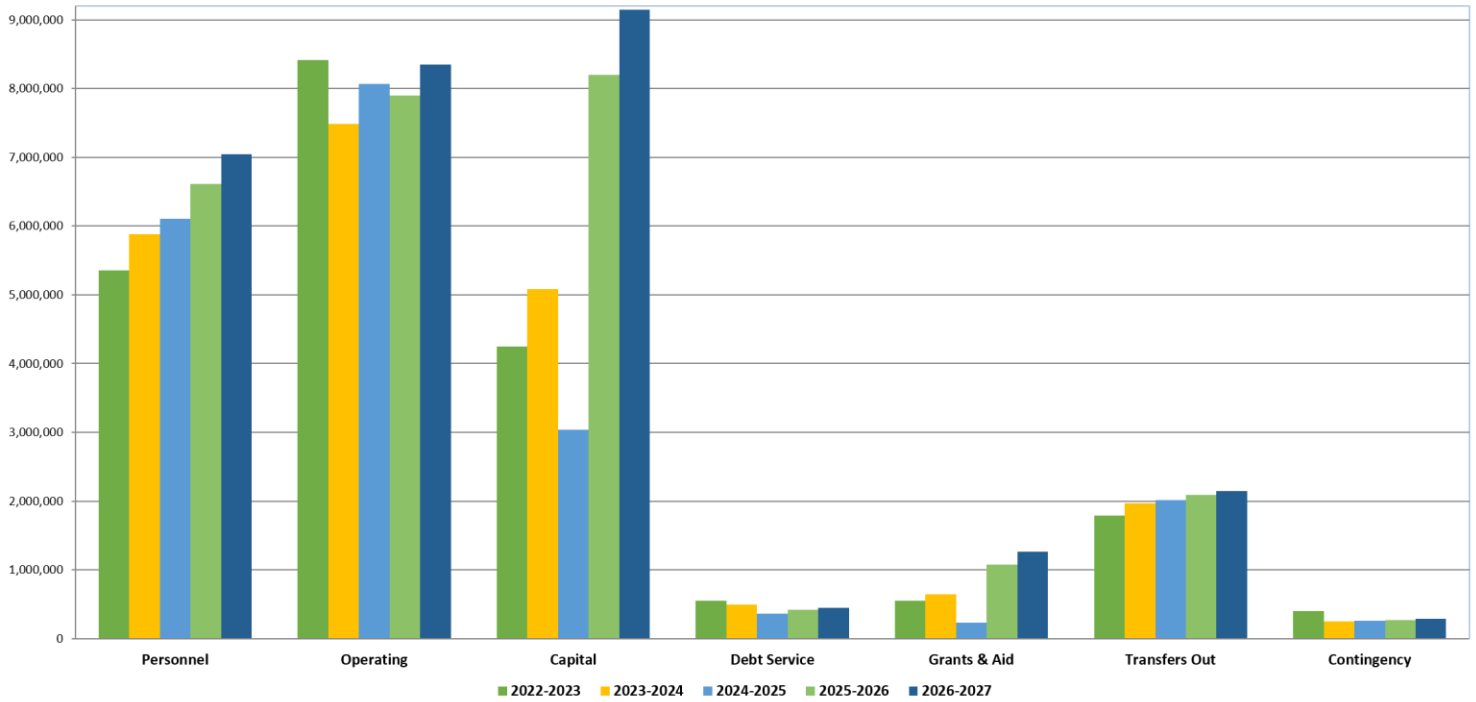
Airport	
Airport	433,006
Airport Total	**433,006**
Utility	
Meter Reading	228,182
Customer Service	633,567
Water Plant	285,642
Water Distribution	480,784
Wastewater Treatment Plant	972,025
Sewer Collection	273,526
Utility Administration	3,256,733
Purchased Power	3,810,000
Electric Distribution	2,339,669
Utility Total	**12,280,128**
Sanitation	
Sanitation	1,510,000
Sanitation Total	**1,510,000**
Grand Total	**28,688,439**



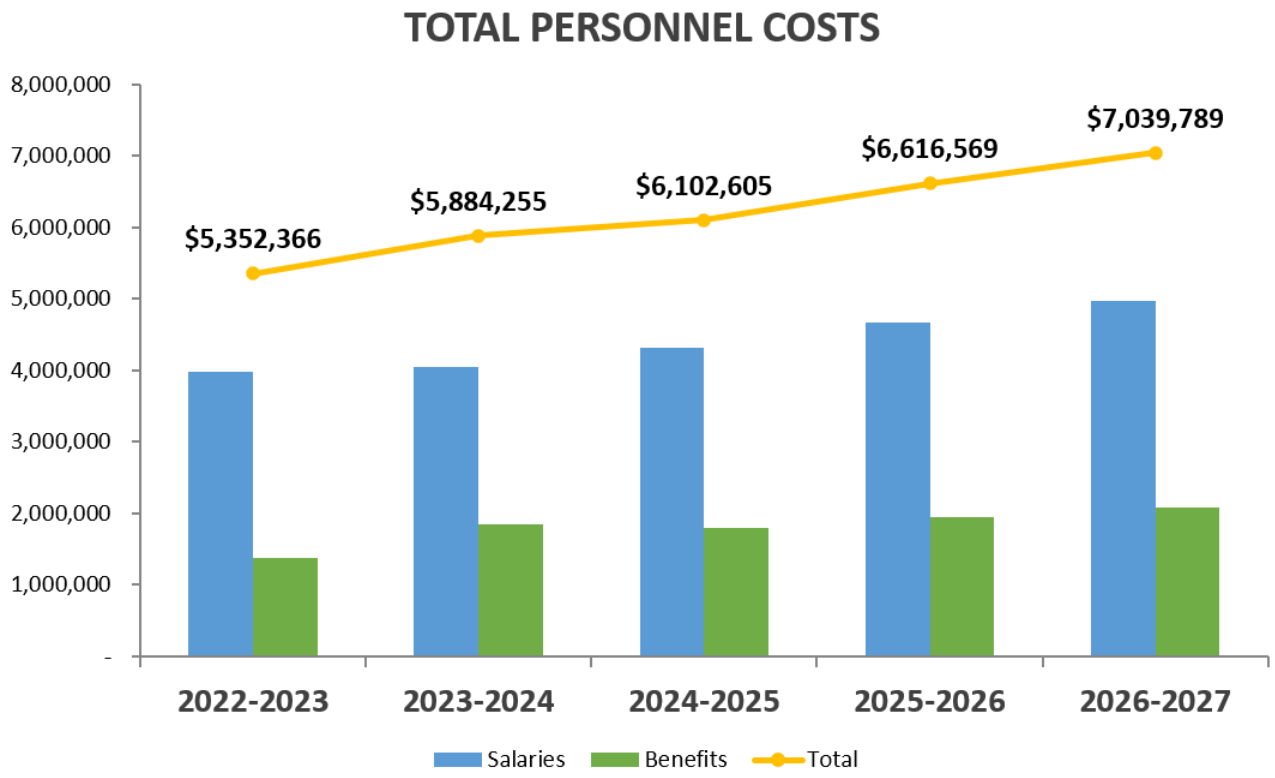
EXPENDITURES BY TYPE

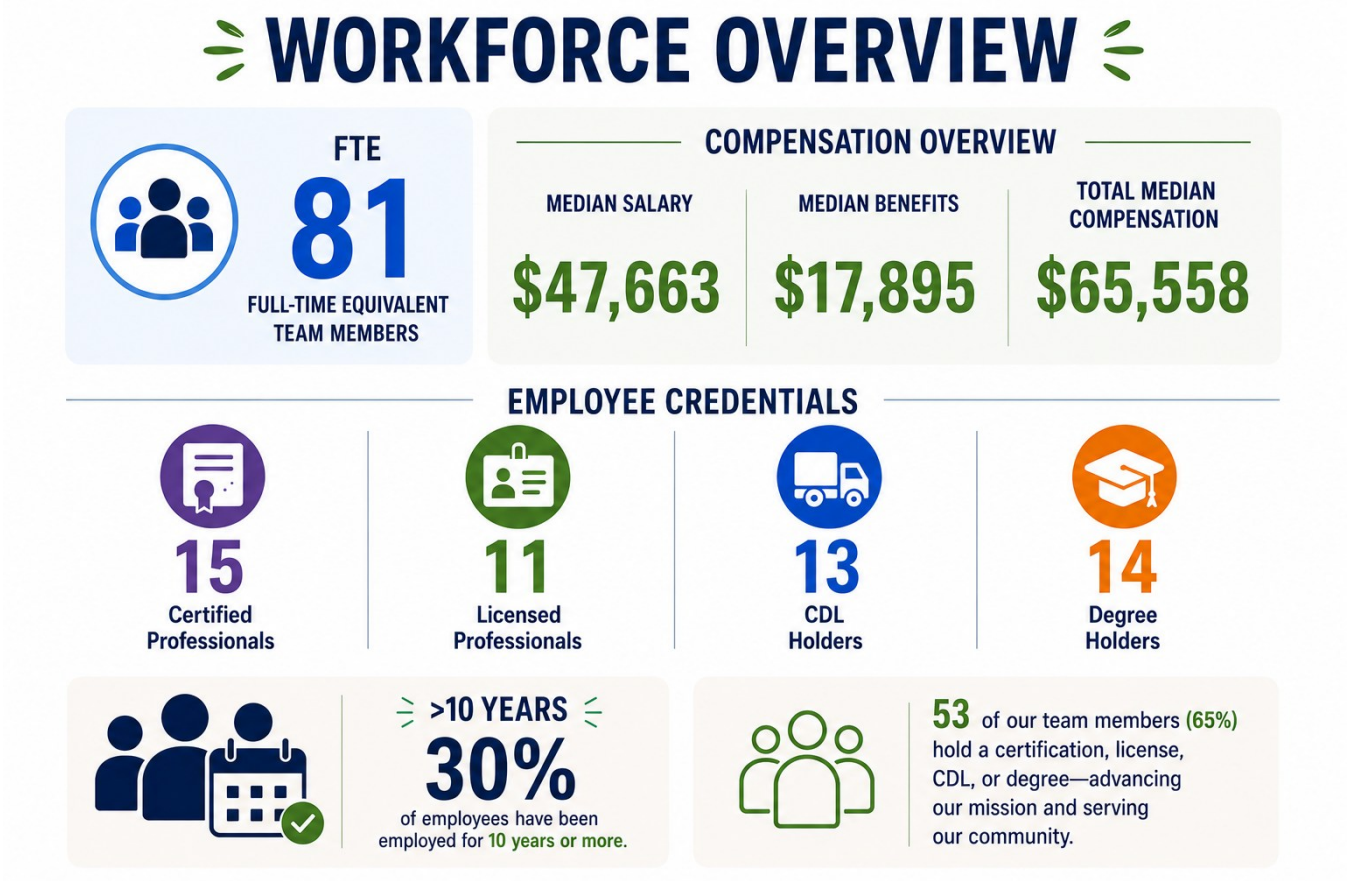
Category	Budget
Personnel	7,039,945
Operating	8,351,553
Capital	9,147,769
Debt Service	446,677
Grants & Aid	1,263,846
Transfers Out	2,148,753
Contingency	289,896
Total	**28,688,439**



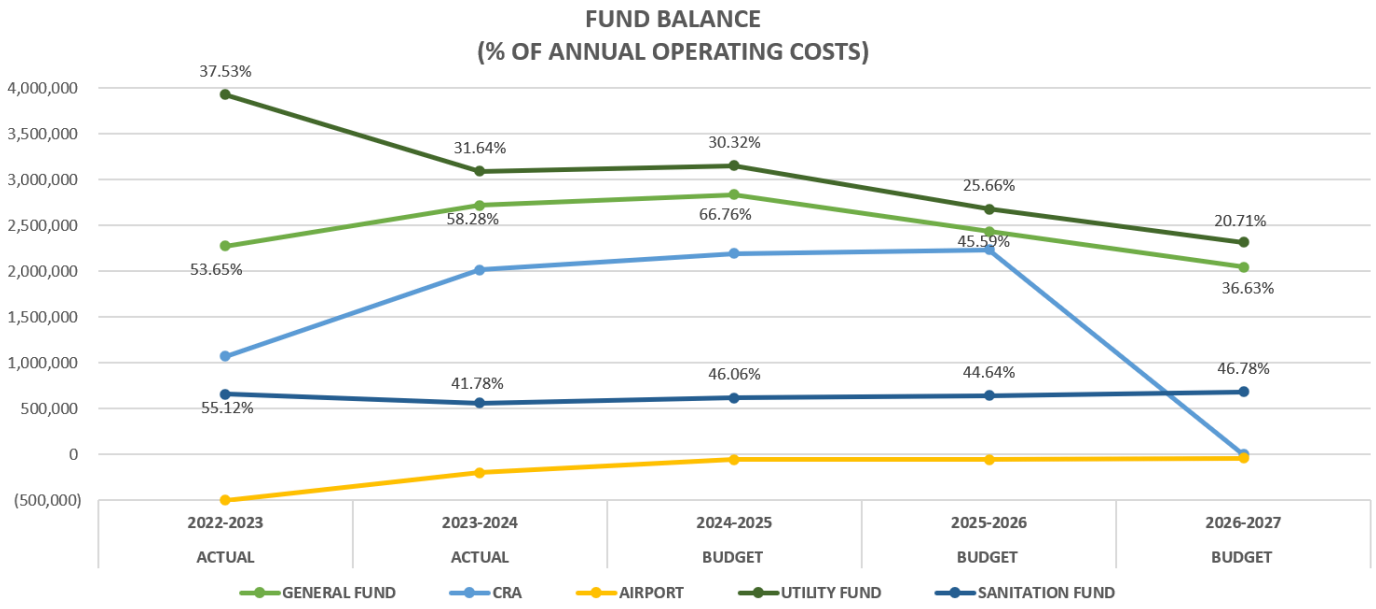


PERSONNEL


TOTAL PERSONNEL COSTS
8,000,000
7,000,000
6,000,000
5,000,000
4,000,000
3,000,000
2,000,000
1,000,000
-
$5,352,366
$5,884,255
$6,102,605
$6,616,569
$7,039,789
2022-2023
2023-2024
2024-2025
2025-2026
2026-2027
Salaries
Benefits
Total


WORKFORCE OVERVIEW
FTE
81
FULL-TIME EQUIVALENT TEAM MEMBERS
COMPENSATION OVERVIEW
MEDIAN SALARY
$47,663
MEDIAN BENEFITS
$17,895
TOTAL MEDIAN COMPENSATION
$65,558
EMPLOYEE CREDENTIALS
15
Certified Professionals
11
Licensed Professionals
13
CDL Holders
14
Degree Holders
>10 YEARS
30%
of employees have been employed for 10 years or more.
53 of our team members (65%) hold a certification, license, CDL, or degree—advancing our mission and serving our community.

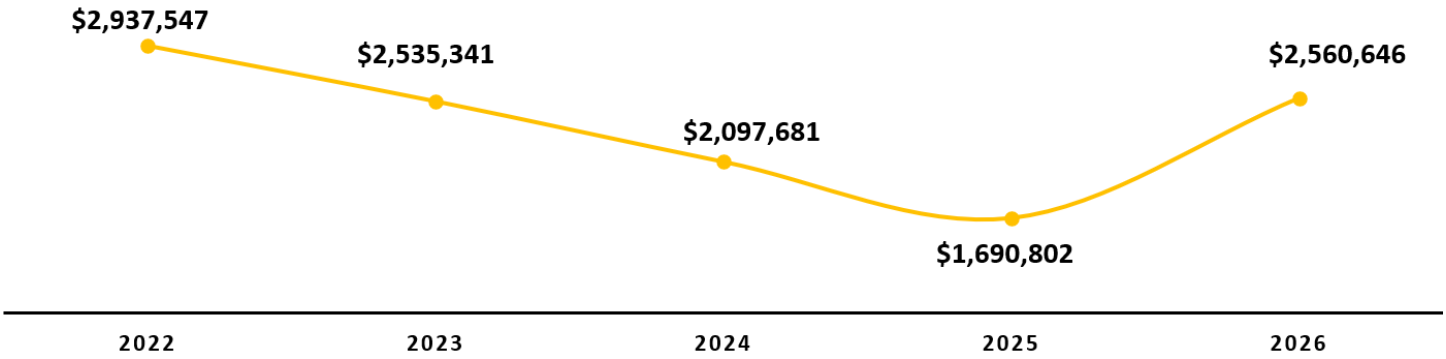
FUND BALANCE



	ACTUAL 2022-2023	ACTUAL 2023-2024	ACTUAL 2024-2025	BUDGET 2025-2026	BUDGET 2026-2027
GENERAL FUND					
FUND BALANCE	2,277,202	2,718,249	2,836,497	2,436,153	2,047,220
% OF ANNUAL OPERATING	53.65%	58.28%	66.76%	45.59%	36.63%
CRA					
FUND BALANCE	1,072,173	2,016,582	2,192,981	2,235,274	-
% OF ANNUAL OPERATING	260.01%	488.61%	550.96%	434.42%	0.00%
AIRPORT					
FUND BALANCE	(496,909)	(197,018)	(55,778)	(55,778)	(36,571)
% OF ANNUAL OPERATING	-153.81%	-73.75%	-14.61%	-15.67%	-8.84%
UTILITY FUND					
FUND BALANCE	3,928,240	3,094,189	3,153,394	2,679,547	2,316,909
% OF ANNUAL OPERATING	37.53%	31.64%	30.32%	25.66%	20.71%
SANITATION FUND					
FUND BALANCE	662,182	563,706	617,857	644,294	686,555
% OF ANNUAL OPERATING	55.12%	41.78%	46.06%	44.64%	46.78%

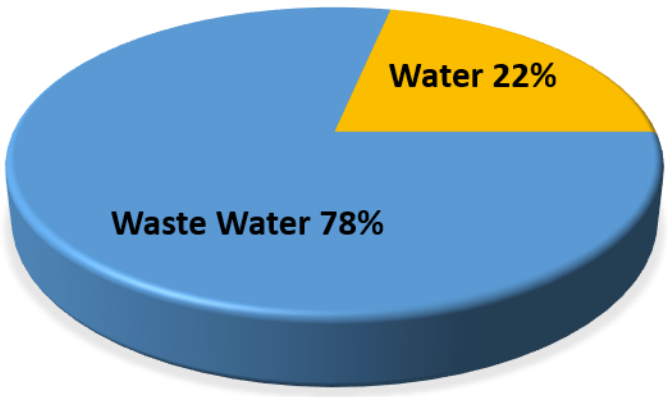
DEBT SERVICE

TOTAL DEBT HISTORY



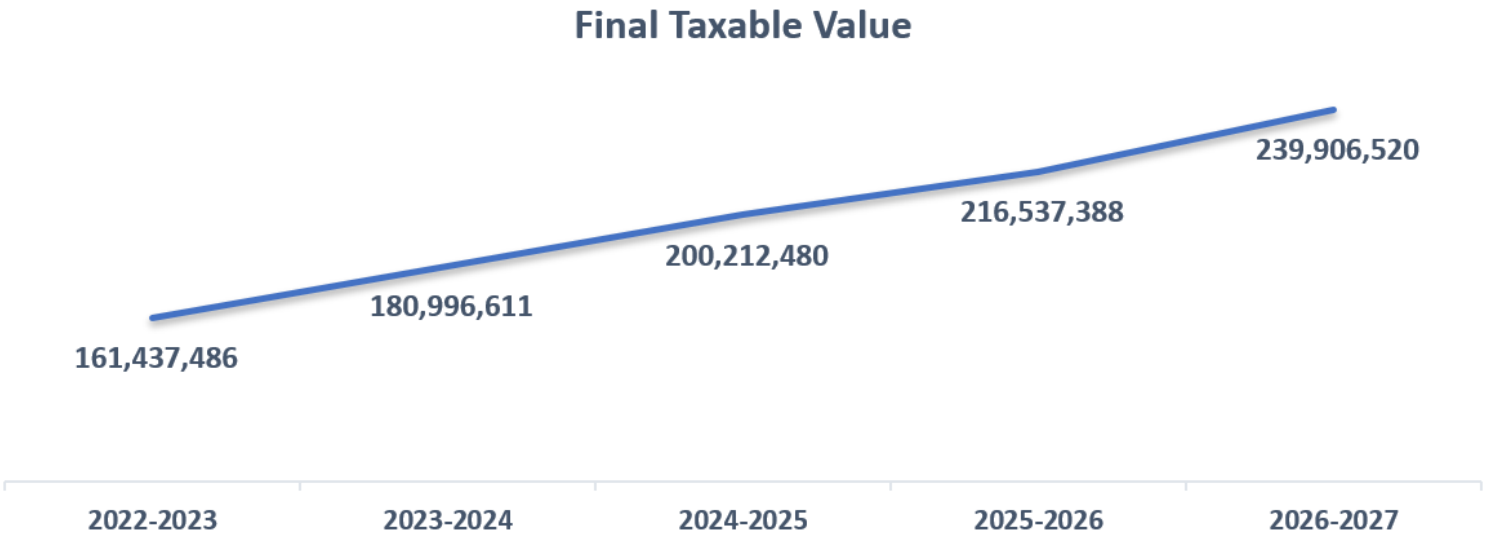
Description	Fund	Principal	Annual Payment	Maturity Date	Lender
3- Police Department Vehicles	General	$ -	$ -	9/5/2026	FNB
Utility Refunding Bond	Utility	$ 715,000	$ 256,625	10/1/2028	BB&T
SRF 62419P	Utility	$ 70,226	$ 28,691	6/15/2029	DEP
SRF 250200	Utility	$ 118,311	$ 27,081	1/1/2030	DEP
SRF 250201	Utility	$ 386,711	$ 75,932	1/2/2030	DEP
SRF 250150	Utility	$ 50,154	$ 8,811	8/15/2032	DEP
SRF 250160	Utility	$ 1,220,245	$ 99,068	8/15/2057	DEP
Total Debt as of 10/01/2026		**$ 2,560,646**	**$ 496,208**		

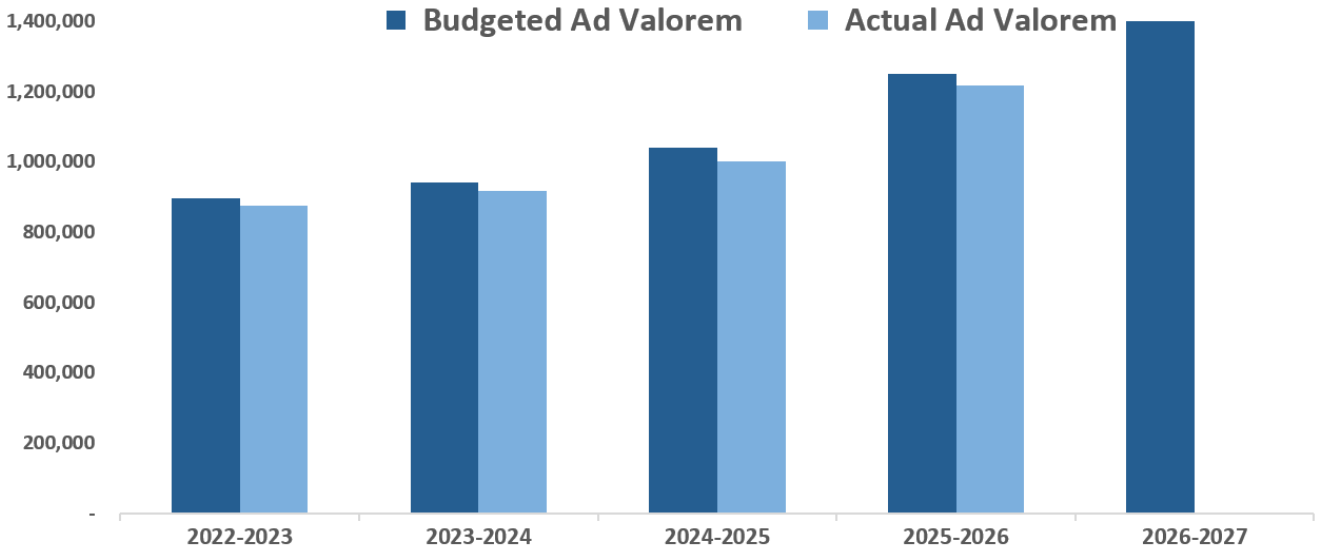
DEBT BY DEPARTMENT



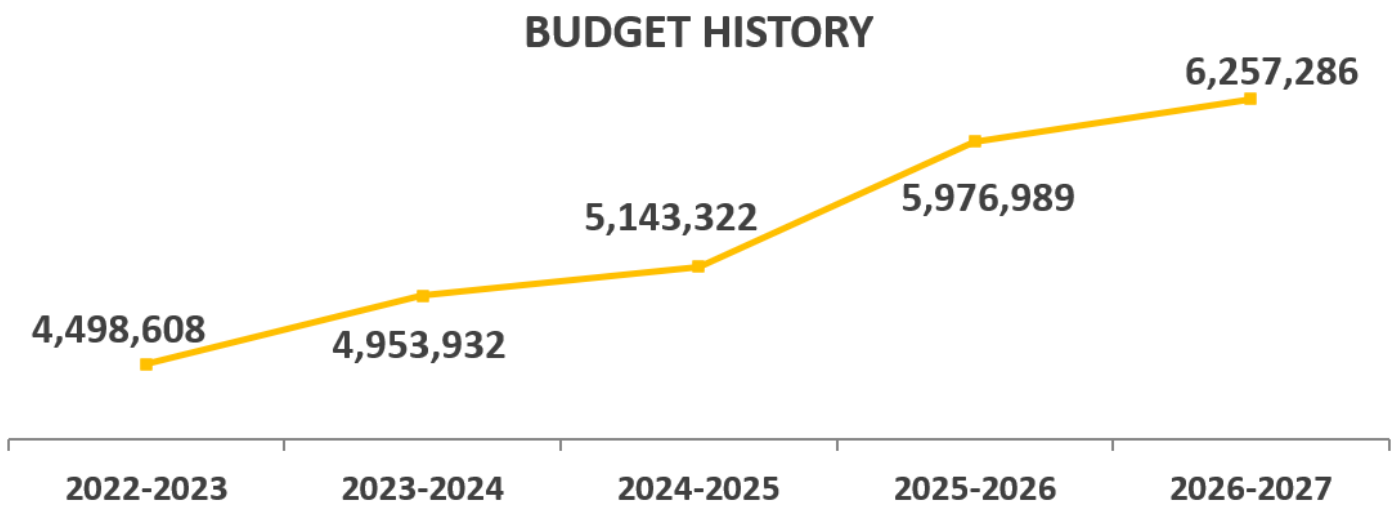
ADVALOREM TAX

	Final Taxable Value	Proposed Millage Rate	Proposed Rate Ad Valorem	Roll-Back Millage Rate	Roll-Back Rate Ad Valorem	Budgeted Ad Valorem
2022-2023	161,437,486	5.5532	896,495	5.3781	868,227	896,495
2023-2024	180,996,611	5.2042	1,005,110	5.2042	941,943	941,943
2024-2025	200,212,480	5.1860	1,038,302	5.1860	1,038,302	1,038,302
2025-2026	216,537,388	5.7710	1,249,637	5.0794	1,099,880	1,249,637
2026-2027	239,906,520	5.8318	1,399,087	5.8318	1,399,087	1,399,087



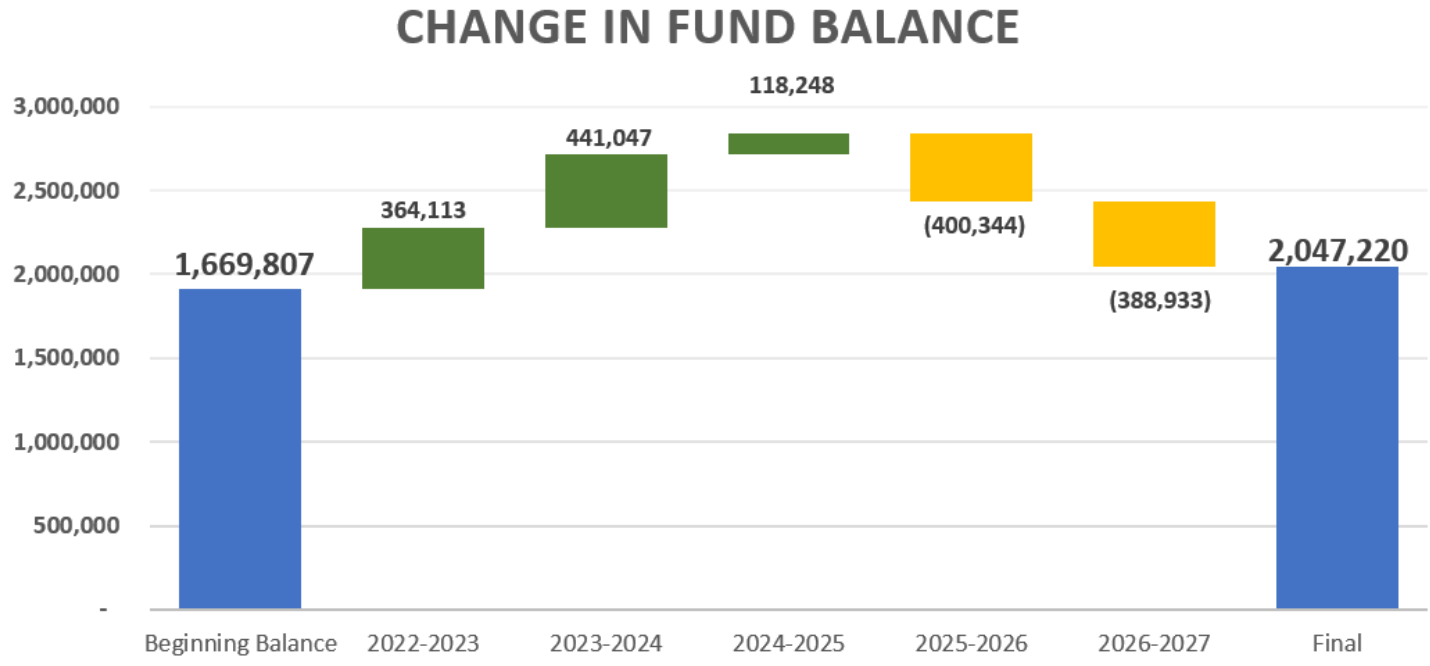


GENERAL FUND



REVENUE BY TYPE			
Taxes & State Revenues	$	3,280,987	52.43%
State Contracts	$	138,288	2.21%
Police Department Revenues	$	143,558	2.29%
Miscellaneous	$	85,700	1.37%
Reserves	$	460,000	7.35%
Contribution From Other Funds	$	2,148,753	34.34%
Grand Total	$	6,257,286	

EXPENDITURES BY TYPE			
Personnel	$	3,416,547	54.60%
Operating	$	1,206,536	19.28%
Capital	$	597,000	9.54%
Debt Service	$	-	0.00%
Grants & Aid	$	966,136	15.44%
Contingency	$	71,067	1.14%
Grand Total	$	6,257,286	



GENERAL FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
TAXES					
001-311100 ADVALOREM TAXES	874,520	917,388	999,696	1,249,637	1,399,087
001-312410 $.06 GAS TAX - CITY SHARE	72,394	69,821	66,648	71,000	71,000
001-312420 $.05 GAS TAX - CITY SHARE	50,431	48,383	45,288	49,000	49,000
001-314100 UT TAX - UTILITY BILLING	363,862	445,518	482,750	445,000	475,000
001-314860 UT TAX -- VARIOUS	10,270	19,554	21,400	17,000	20,000
001-315000 COMM SERV TAX - DOR	167,782	175,971	187,955	185,000	190,000
TOTAL TAXES	1,539,259	1,676,634	1,803,738	2,016,637	2,204,087
LICENSE & PERMITS					
001-321000 PROF & OCCUP TAX-CITY	11,244	12,390	15,240	13,000	13,000
TOTAL LICENSE & PERMITS	11,244	12,390	15,240	13,000	13,000
FEDERAL GRANTS					
001-331210 PD FED GRANT-BULLET PROOF VEST	1,000	3,722	-	-	-
001-331220 PD FED GRANT-VOCA	50,432	55,069	49,848	52,053	52,053
TOTAL FEDERAL GRANTS	51,432	101,843	49,848	52,053	52,053
STATE SHARED REVENUES					
001-335121 ST REV SHARING-SALES TAX	221,103	208,782	210,519	200,000	210,000
001-335122 ST REV SHARE-FUEL TAX	69,058	65,210	65,753	60,000	65,000
001-335140 MOBILE HOME LICENSES	1,546	1,359	1,585	1,400	1,400
001-335150 ALCOHOLIC BEVERAGE LIC	1,409	7,227	2,592	1,500	1,500
001-335180 HALF-CENT SALES TAX	232,072	223,826	210,124	225,000	225,000
001-335190 SALES TAX--$.01 LOCAL OPT	551,808	558,840	563,380	550,000	560,000
001-335290 PUBLIC SAFETY-ST REV SHARE	1,916	3,030	1,702	1,500	1,000
TOTAL STATE SHARED REVENUES	1,078,912	1,068,273	1,055,653	1,039,400	1,063,900
SERVICE CHARGES					
001-342100 SCHOOL RESOURCE OFFICER	25,192	44,672	47,262	47,005	47,005
TOTAL SERVICE CHARGES	41,192	44,672	47,262	47,005	47,005
TRANSPORTATION					
001-343910 CHG-MOWING RIGHT/OF/WAY	26,756	26,756	26,743	26,730	26,730
001-343912 TRAFFIC/LIGHT MAINT FDOT	90,403	100,789	102,969	105,272	108,558
001-345900 EV CHARGER SALES	-	1,084	2,780	1,000	3,000
TOTAL TRANSPORTATION	117,159	128,629	132,492	133,002	138,288

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
COURT REVENUE					
001-351100 COURT FINES	23,599	20,398	21,671	20,000	20,000
001-351150 INVESTIGATIVE FUNDS	7,469	7,821	7,496	7,000	7,000
001-351300 COURT FEES-POLICE EDUCAT	1,537	1,877	2,057	1,500	1,500
001-351405 RESTIT-OTHER LAW ENFORCE	451	326	379	500	500
001-354000 FINES -- CODE VIOLATIONS	1,748	40,522	18,305	5,000	5,000
001-354110 FINES-AUTO PHOTO-SPEED ENFCMT	-	-	-	-	10,000
TOTAL COURT REVENUE	35,808	70,946	50,873	34,000	44,000
INTEREST EARNINGS					
001-361110 INTEREST	24,484	60,909	55,153	40,000	50,000
TOTAL INTEREST EARNINGS	24,492	60,913	55,153	40,000	50,000
RENTS & ROYALTIES					
001-362200 RENT- HERITAGE PARK	-	1,899	1,900	1,800	1,900
001-362330 HISTORIC CITY HALL OFFICE LEASE	18,150	21,450	19,800	19,800	19,800
TOTAL RENTS & ROYALTIES	18,150	21,450	21,700	21,600	21,700
DISPOSITION OF ASSETS					
001-364100 SALE OF CEMETERY LOTS	55,169	17,810	5,725	3,000	3,000
001-365100 SALE OF EQUIPMENT	1,042	15,592	87,230	15,000	11,000
TOTAL DISPOSITION OF ASSETS	56,211	33,401	92,955	18,000	14,000
MISC REVENUE					
001-369910 MISC - LAW ENFORCEMENT	1,053	1,877	994	500	500
TOTAL MISC REVENUE	1,053	1,877	994	500	500
INTERFUND TRANSFER					
001-381700 TRANSFER FROM AIRPORT	26,000	-	30,000	30,000	35,000
001-381800 TRANSFER FROM RESERVES	-	-	-	475,350	460,000
TOTAL INTERFUND TRANSFER	26,000	-	30,000	505,350	495,000
CONTRIBUTION FR OTH FUND					
001-382100 CONTRIB FR UT & SAN	1,760,000	1,966,821	1,982,702	2,056,442	2,113,753
TOTAL CONTRIBUTION FR OTH FUND	1,760,000	1,966,821	1,982,702	2,056,442	2,113,753
DEBT PROCEEDS					
001-384925 LOAN PROCEEDS	-	-	-	-	-
TOTAL DEBT PROCEEDS	-	-	-	-	-
TOTAL REVENUES	**4,760,912**	**5,538,749**	**5,358,442**	**5,976,989**	**6,257,286**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CITY COMMISSION & CLERK					
PERSONNEL SERVICES					
001-511-51100 EXECUTIVE SALARIES	70,172	44,326	51,561	102,665	108,909
001-511-51110 ELECTED OFFICIAL SALARIES	30,000	30,000	30,000	30,000	30,000
001-511-52100 FICA	3,160	2,943	3,051	3,784	3,874
001-511-52200 RETIREMENT	2,608	7,867	6,650	9,589	10,891
001-511-52300 HEALTH INSURANCE	42,749	46,670	45,689	58,350	59,240
001-511-52400 WORKERS COMP	318	341	321	343	387
001-511-52450 AD&D POLICY	36	33	41	65	90
TOTAL PERSONNEL SERVICES	149,044	132,181	137,313	204,795	213,391
OPERATING EXPENSE					
001-511-53400 CONTRACTUAL SERVICES	934	1,181	7,121	6,042	6,585
001-511-54000 TRAVEL & PER DIEM	1,477	930	436	2,000	2,200
001-511-54005 TRAVEL & PER DIEM - CLERK	400	775	1,447	4,240	4,000
001-511-54100 COMMUNICATIONS	2,619	2,992	3,070	3,180	2,520
001-511-54700 PRINTING & BINDING	5,031	5,842	7,489	6,000	7,000
001-511-55100 OFFICE SUPPLIES	2,203	1,576	3,038	4,708	4,340
001-511-55400 BOOKS, PUB & ED	729	170	562	550	550
001-511-55405 BOOKS & PUB - CLERK	740	740	1,348	3,095	3,530
TOTAL OPERATING EXPENSE	14,132	14,205	24,510	29,815	30,725
TOTAL CITY COMMISSION & CLERK	**163,176**	**146,386**	**161,823**	**234,610**	**244,116**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CITY ADMINISTRATION					
PERSONNEL SERVICES					
001-512-51100 EXECUTIVE SALARIES	170,180	127,834	130,639	123,221	124,030
001-512-52100 FICA	2,107	1,611	1,632	1,787	1,798
001-512-52200 RETIREMENT	6,344	19,607	15,218	11,509	12,403
001-512-52300 HEALTH INSURANCE	12,771	16,130	16,840	18,998	19,564
001-512-52400 WORKERS COMP	440	472	444	473	535
001-512-52450 AD & D POLICY	31	33	35	32	45
TOTAL PERSONNEL SERVICES	191,873	165,686	164,807	156,020	158,375
OPERATING EXPENSE					
001-512-54000 TRAVEL & PER DIEM	2,880	3,373	3,550	5,900	6,750
001-512-54100 COMMUNICATIONS	353	545	560	552	540
001-512-54655 REP & MAINT TRKS & EQ	482	623	759	1,100	500
001-512-55100 OFFICE SUPPLIES	147	1,333	228	1,000	440
001-512-55211 FUEL EXPENSE	2,353	1,454	629	1,000	1,400
001-512-55400 BOOKS, PUB & ED	1,705	5,241	5,203	5,311	6,205
TOTAL OPERATING EXPENSE	7,919	12,570	10,929	14,863	15,835
TOTAL CITY ADMINISTRATION	**199,792**	**178,256**	**175,736**	**170,883**	**174,210**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
FINANCING & ADMINISTRATION					
PERSONNEL SERVICES					
001-513-51100 EXECUTIVE SALARIES	97,708	93,462	86,569	91,984	96,886
001-513-51200 REGULAR SALARIES	91,560	110,804	167,159	95,651	103,022
001-513-51400 OVERTIME PAY	493	682	86	200	200
001-513-52100 FICA	4,505	4,705	6,832	2,724	2,902
001-513-52200 RETIREMENT	4,998	14,043	19,861	17,545	20,011
001-513-52300 HEALTH INSURANCE	66,803	67,789	80,290	73,103	82,499
001-513-52400 WORKERS COMP	751	805	758	808	913
001-513-52450 AD & D POLICY	119	96	131	97	135
TOTAL PERSONNEL SERVICES	266,935	292,386	361,685	282,112	306,568
OPERATING EXPENSE					
001-513-54000 TRAVEL & PER DIEM	543	3,034	2,525	5,910	6,214
001-513-54100 COMMUNICATIONS	1,193	1,077	1,380	780	780
001-513-55100 OFFICE SUPPLIES	3,776	1,492	1,007	2,500	800
001-513-55400 BOOKS, PUB & ED	1,591	1,908	3,018	6,246	7,559
TOTAL OPERATING EXPENSE	7,103	7,511	7,930	15,436	15,353
TOTAL FINANCING & ADMINISTRATION	**274,038**	**299,896**	**369,615**	**297,548**	**321,921**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
LEGAL COUNSEL					
OPERATING EXPENSE					
001-514-53100 PROF SERVICES - GENERAL	23,487	32,042	27,208	32,000	30,000
001-514-53150 PROF SERVICE - AN&B	1,818	1,293	-	2,000	2,000
TOTAL OPERATING EXPENSE	25,305	33,335	27,208	34,000	32,000
TOTAL LEGAL COUNSEL	**25,305**	**33,335**	**27,208**	**34,000**	**32,000**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
COMMUNITY DEVELOPMENT					
PERSONNEL SERVICES					
001-515-51100 EXECUTIVE SALARIES	67,155	70,665	78,171	80,615	84,687
001-515-51530 P&Z BOARD ALLOWANCE	5,170	4,840	4,070	6,600	6,600
001-515-52100 FICA	1,241	1,204	1,212	1,674	1,733
001-515-52200 RETIREMENT	2,589	11,259	9,190	7,529	8,469
001-515-52300 HEALTH INSURANCE	19,854	32,467	37,256	45,719	47,417
001-515-52400 WORKMENS COMP	422	453	426	454	513
001-515-52450 AD & D POLICY	50	49	52	49	67
TOTAL PERSONNEL SERVICES	96,481	120,937	130,377	142,640	149,486
OPERATING EXPENSE					
001-515-53100 PROFESSIONAL SERVICES	2,898	4,482	7,308	5,000	6,000
001-515-53130 CFRPC - PAS	22,500	20,625	36,875	38,000	36,000
001-515-54000 TRAVEL & PER DIEM	1,057	305	61	1,580	1,580
001-515-54010 TRAVEL ALLOWANCE	1,504	1,509	1,504	1,625	1,625
001-515-54100 COMMUNICATIONS	1,152	1,176	1,173	1,200	1,200
001-515-54700 PRINTING & BINDING	1,877	2,623	3,724	2,000	2,000
001-515-55100 OFFICE SUPPLIES	454	1,331	1,536	200	820
001-515-55211 FUEL EXPENSE	-	-	-	-	-
001-515-55400 BOOKS, PUB & ED	845	1,760	1,649	2,600	2,600
001-515-55600 ECONOMIC DEVELOP	4,995	5,477	5,287	5,850	-
TOTAL OPERATING EXPENSE	37,282	39,289	59,116	58,055	51,825
CAPITAL EXPENSE					
001-515-56310 VULNERABILITY ASSESSMENT	-	117,910	19,490	-	-
001-515-56320 INLAND PORT STUDY	-	50,250	100,750	-	-
TOTAL CAPITAL EXPENSE	-	168,160	120,240	-	-
TOTAL COMMUNITY DEVELOPMENT	**133,763**	**328,386**	**309,734**	**200,695**	**201,311**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
OTHER GENERAL GOVERNMENT					
PERSONNEL SERVICES					
001-519-51200 REGULAR SALARIES	-	-	-	26,000	-
001-519-51210 OTHER PAY	4,945	6,739	6,816	7,020	7,020
001-519-51521 SPECIAL PAY - RET BONUS	1,850	1,850	1,850	2,140	2,140
001-519-52100 FICA	932	1,346	377	1,096	682
001-519-52200 RETIREMENT	997	15,272	6,533	4,457	1,912
001-519-52320 WELLNESS PROGRAM	14,631	9,710	7,983	12,600	10,000
001-519-52450 AD&D Policy	979	1,200	1,178	1,048	1,061
TOTAL PERSONNEL SERVICES	24,334	36,133	24,737	54,362	22,814
OPERATING EXPENSE					
001-519-53100 PROF SERVICES - GENERAL	12,542	12,281	15,000	15,000	15,000
001-519-53200 ACCOUNTING & AUDITING	11,480	19,845	15,556	16,785	16,950
001-519-53400 CONTRACTUAL SERVICES	2,848	2,780	2,780	2,900	2,900
001-519-53420 OCS - I.T. SERVICES	16,000	16,000	11,000	11,000	11,000
001-519-54100 COMMUNICATIONS	23,368	22,889	15,039	13,500	13,704
001-519-54300 UTILITIES	94,448	116,044	109,356	113,160	116,555
001-519-54310 ELECTRIC FOR ST LIGHTS	87,456	79,063	91,204	81,600	93,600
001-519-54320 ELECTRIC FOR TRAFFIC LIGHTS	20,626	27,941	28,770	30,552	30,552
001-519-54410 RENTALS-OFFICE EQUIP	2,685	3,787	3,603	4,236	4,680
001-519-54500 INSURANCE	84,927	102,489	103,215	119,184	115,260
001-519-54610 MAINT AGREEMENTS	19,272	25,044	25,220	24,100	29,579
001-519-54620 REP & MAINT -BLDGS	62,145	53,018	19,180	33,000	10,000
001-519-54655 REP&MAINT TRKS&EQ-SHOP	1,495	144	1,415	1,000	1,000
001-519-54656 REP&MAINT TRKS&EQ- WH	220	498	820	1,500	2,250
001-519-54700 PRINTING & BINDING	1,481	2,109	100	2,145	1,605
001-519-54900 OTHER CURRENT CHARGES	3,543	4,066	4,684	4,775	4,775
001-519-54902 COMMUNITY INVOLVEMENT	7,649	7,856	10,576	13,510	13,000
001-519-54905 EMPLOYEE APPREC EXPENSE	1,530	747	771	792	828
001-519-54920 EMPLOYEE RECOGNITION EXP	290	346	1,593	2,500	2,500
001-519-55100 OFFICE SUPPLIES	3,628	4,111	5,737	1,200	1,200
001-519-55200 OPERATING SUP & EXP	14,572	15,412	17,977	14,865	13,000
001-519-55211 FUEL EXPENSE- SHOP	1,523	1,020	349	500	2,400
001-519-55213 FUEL EXPENSE- WAREHOUSE	63	241	418	300	300
001-519-55216 ELECTRIC CHARGING STATION EXP	6,855	5,589	2,652	9,720	9,720
001-519-55220 SMALL TOOLS - SHOP	5,364	3,736	5,245	5,300	3,000
001-519-55221 OP SUP & EXP - SHOP	9,313	8,758	8,780	10,000	7,100
001-519-55240 OP SUP - WAREHOUSE	5,003	3,108	3,304	4,500	3,850
001-519-55245 OP SUP & EXP - CEMETERY	3,277	4,811	2,480	4,500	3,400
001-519-55400 BOOKS, PUB & ED	7,010	2,840	1,437	3,850	5,480
001-519-55500 SAFETY	-	158	-	1,000	1,000
TOTAL OPERATING EXPENSE	510,610	546,729	508,262	546,974	536,188

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
OTHER GENERAL GOVERNMENT					
CAPITAL EXPENSE					
001-519-56200 CAPITAL- BUILDINGS	-	-	10,700	-	-
001-519-56300 CAPITAL- IMP O/T BLDGS	7,400	-	-	15,350	-
TOTAL CAPITAL EXPENSE	7,400	-	10,700	15,350	-
GRANTS & AIDS					
001-519-58200 AIDS TO PRIVATE ORG	17,962	18,233	19,031	19,560	19,560
TOTAL GRANTS & AIDS	17,962	18,233	19,031	19,560	19,560
OTHER USES					
001-519-59100 TRANSFER TO CRA	418,091	460,696	535,152	674,098	792,016
001-519-59900 CONTINGENCIES	-	-	-	75,006	71,067
TOTAL OTHER USES	418,091	460,696	535,152	749,104	863,083
TOTAL OTHER GENERAL GOVERNMENT	**978,397**	**1,061,792**	**1,097,882**	**1,385,350**	**1,441,645**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
POLICE DEPARTMENT					
PERSONNEL SERVICES					
001-521-51100 EXECUTIVE SALARIES	222,143	211,149	225,161	238,064	252,179
001-521-51200 REGULAR SALARIES	650,385	651,819	683,833	734,709	787,145
001-521-51210 PART TIME WAGES	21,482	38,210	28,482	36,702	36,702
001-521-51222 SALARIES - VOCA GRANT	41,196	43,765	47,281	49,028	52,770
001-521-51400 OVERTIME PAY	101,154	93,376	63,819	80,000	80,000
001-521-51510 OTHER PAY-POLICE INCENT	10,846	8,684	9,187	12,000	10,000
001-521-52100 FICA	18,446	17,288	18,877	21,409	22,638
001-521-52122 FICA/MED - VOCA GRANT	488	517	562	711	765
001-521-52200 RETIREMENT	37,563	142,422	112,801	104,250	116,595
001-521-52222 RETIRMNT-VOCA GRANT	1,535	6,975	5,633	4,579	5,277
001-521-52300 HEALTH INSURANCE	232,239	224,850	230,192	258,266	289,577
001-521-52323 LIFE/HLTH INS VOCA GRANT	18,194	19,037	17,298	22,951	23,754
001-521-52400 WORKERS COMP	45,638	48,945	46,057	49,086	55,469
001-521-52422 WORK COMP-VOCA GRANT	151	162	153	163	184
001-521-52450 AD & D POLICY	2,277	545	2,355	2,333	2,583
TOTAL PERSONNEL SERVICES	1,403,736	1,507,744	1,491,692	1,614,252	1,735,638
OPERATING EXPENSE					
001-521-53100 PROF SERVICES - GENERAL	465	7,063	5,618	1,000	1,000
001-521-53120 PROF SERV - REDACT & TRANSCRIBE	-	-	-	5,000	5,000
001-521-53420 CONTRACTUAL SERVICES- IT	-	-	-	-	5,000
001-521-53500 INVESTIGATIONS	2,387	648	2,986	1,500	1,500
001-521-54000 TRAVEL & PER DIEM	8,754	8,537	2,929	6,000	6,000
001-521-54100 COMMUNICATIONS	12,644	13,775	15,600	14,620	16,312
001-521-54110 COMMUNICATIONS-RADIO	384	-	-	1,000	1,000
001-521-54140 POSTAGE & SHIPPING	321	186	418	500	500
001-521-54300 UTILITIES	9,283	9,027	9,789	9,792	10,080
001-521-54400 RENTALS & LEASES	23,938	18,440	23,193	29,600	25,275
001-521-54500 INSURANCE	33,135	43,329	43,411	53,455	43,785
001-521-54610 MAINT AGREEMENTS	325	2,350	1,090	3,805	3,760
001-521-54620 REP & MAINT -BLDGS	1,290	1,208	9,260	2,000	2,000
001-521-54655 REP & MAINT TRKS & EQ	21,746	22,569	13,572	20,000	15,000
001-521-54700 PRINTING & BINDING	442	363	969	500	500
001-521-54905 EMPLOYEE APPREC EXPENSE	790	716	627	648	648
001-521-55100 OFFICE SUPPLIES	4,156	3,874	1,456	5,500	2,500
001-521-55200 OPERATING SUP & EXP	33,937	38,383	26,826	33,600	34,800
001-521-55210 OP SUP & EXP- BULLET PROOF VEST	6,849	4,263	-	2,100	2,100
001-521-55211 FUEL EXPENSE	58,313	62,154	55,442	60,000	60,000
001-521-55212 UNIFORMS	6,161	5,624	11,137	6,500	6,500
001-521-55400 BOOKS, PUB & ED	15,467	16,639	9,227	4,726	5,480
TOTAL OPERATING EXPENSE	240,788	259,148	233,550	261,846	248,740

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
POLICE DEPARTMENT					
CAPITAL EXPENSE					
001-521-56440 CAPITAL- VEHICLES	108,775	160,888	165,804	180,000	120,000
TOTAL CAPITAL EXPENSE	108,775	160,888	165,804	180,000	120,000
DEBT SERVICE					
001-521-57100 PRINC: INTERNAL LOAN- UT	-	-	-	-	-
001-521-57150 PRINC: CHARGER PATROL	49,894	51,729	53,654	21,700	-
001-521-57200 INT: INTERNAL LOAN- UT	-	-	-	-	-
001-521-57350 INT: CHARGER PATROL	6,399	4,564	1,956	900	-
TOTAL DEBT SERVICE	56,293	56,293	55,610	22,600	-
GRANTS & AIDS					
001-521-58110 ANIMAL CONTROL CONTR	15,319	19,580	20,933	22,190	34,765
001-521-58120 CONTRIBUTION TO DISPATCH	27,500	39,021	43,934	82,955	82,955
TOTAL GRANTS & AIDS	42,819	58,601	64,867	105,145	117,720
TOTAL POLICE DEPARTMENT	**1,852,411**	**2,042,675**	**2,011,522**	**2,183,842**	**2,222,097**

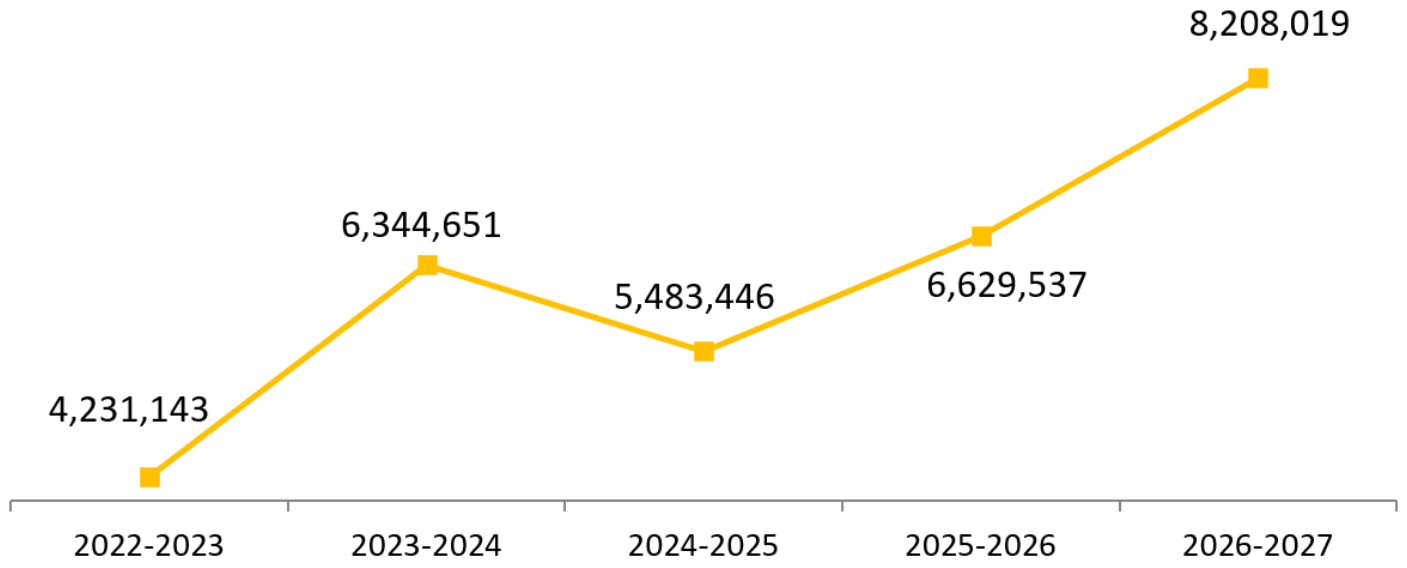
	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CODE ENFORCEMENT					
PERSONNEL SERVICES					
001-524-51200 REGULAR SALARIES	39,239	41,781	44,125	45,315	47,778
001-524-52100 FICA	471	491	513	659	695
001-524-52200 RETIREMENT	1,516	6,431	5,165	4,251	4,796
001-524-52300 HEALTH INSURANCE	22,467	24,196	25,510	30,480	31,612
001-524-52400 WORKER'S COMP	136	146	137	165	165
001-524-52450 AD & D POLICY	33	33	35	32	45
TOTAL PERSONNEL SERVICES	63,862	73,077	75,492	80,902	85,090
OPERATING EXPENSE					
001-524-53100 PROFESSIONAL SERVICES	8,142	16,084	21,088	20,000	15,000
001-524-53410 CODE ENF- LOT CLEANING	439	-	-	3,000	-
001-524-54100 TELEPHONE	301	302	301	300	300
001-524-54140 POSTAGE & SHIPPING	502	2,066	1,810	1,500	1,500
001-524-54500 INSURANCE	350	477	478	578	481
001-524-54655 REP & MAINT TRKS & EQ	36	55	246	600	600
001-524-55100 OFFICE SUPPLIES	44	463	241	300	1,000
001-524-55211 FUEL EXPENSE	1,131	1,128	917	1,200	1,000
001-524-55212 BOOT ALLOWANCE	134	80	125	125	125
001-524-55400 BOOKS, PUB & ED	-	55	-	150	150
TOTAL OPERATING EXPENSE	11,078	20,710	25,205	27,753	20,156
TOTAL CODE ENFORCEMENT	**74,940**	**93,786**	**100,697**	**108,655**	**105,246**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
ROADS & STREETS					
PERSONNEL SERVICES					
001-541-51200 REGULAR SALARIES	96,553	116,878	127,367	134,365	142,626
001-541-51400 OVERTIME PAY	7,995	5,881	5,324	5,500	6,500
001-541-52100 FICA	1,741	3,113	1,714	2,034	2,154
001-541-52200 RETIREMENT	3,985	18,938	15,606	13,421	15,134
001-541-52300 HEALTH INSURANCE	27,337	34,740	30,646	34,050	34,841
001-541-52400 WORKERS COMP	6,744	7,232	6,805	7,253	8,197
001-541-52450 AD & D POLICY	76	98	104	97	135
TOTAL PERSONNEL SERVICES	144,430	186,880	187,567	196,720	209,585
OPERATING EXPENSE					
001-541-53100 PROF SERVICES - GENERAL	3,782	5,383	6,218	5,000	5,000
001-541-53400 CONTRACTUAL SERVICES	17,938	19,688	24,063	30,000	26,400
001-541-54100 COMMUNICATIONS	1,001	1,096	1,075	1,104	1,032
001-541-54400 RENTALS & LEASES	-	-	-	5,000	4,000
001-541-54500 INSURANCE	1,910	2,605	2,612	3,156	2,624
001-541-54600 REPAIRS & MAINTENANCE	28,890	34,786	20,669	30,000	25,000
001-541-54601 REP & MAINT- PAVING	-	3,315	2,521	5,000	5,000
001-541-54602 REP & MAINT- SIDEWALKS	3,570	5,939	11,830	5,000	10,000
001-541-54610 REP & MAINT- TRAF LIGHTS	39,281	25,398	22,009	40,000	26,500
001-541-54655 REP & MAINT- TRKS & EQ	2,883	1,602	2,222	2,000	3,000
001-541-55200 OPERATING SUP & EXP	8,740	2,723	5,054	6,500	6,700
001-541-55211 FUEL EXPENSE	8,260	7,960	8,426	8,000	14,500
001-541-55212 BOOT ALLOWANCE	268	285	375	375	375
001-541-55230 OP SUP - SMALL TOOLS	1,291	2,874	2,809	4,200	4,150
TOTAL OPERATING EXPENSE	117,813	113,652	109,882	145,335	134,281
CAPITAL EXPENSE					
001-541-56305 PAVEMENT MANAGEMENT PLAN	-	-	-	-	100,000
001-541-56391 ROAD MILL & REPAVE	-	-	-	230,000	230,000
001-541-56400 CAPITAL-MACHINERY & EQ	-	33,657	-	-	54,000
001-541-56410 HIDDEN CREEK ST LIGHTS	-	-	-	50,000	-
001-541-56550 LOUISIANA ST SIDEWALK	22,340	-	-	-	-
TOTAL CAPITAL EXPENSE	222,638	232,429	853,750	280,000	384,000
TOTAL ROADS & STREETS	**484,881**	**532,961**	**1,151,199**	**622,055**	**727,866**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
PARKS & GROUNDS					
PERSONNEL SERVICES					
001-572-51200 REGULAR SALARIES	182,609	223,790	243,282	331,238	350,271
001-572-51210 PART TIME WAGES	4,246	5,040	2,328	7,000	5,000
001-572-51400 OVERTIME PAY	3,686	3,248	2,048	7,000	4,000
001-572-52100 FICA	4,639	5,399	5,816	8,026	10,522
001-572-52200 RETIREMENT	5,812	29,691	23,975	28,249	27,505
001-572-52300 HEALTH INSURANCE	44,390	73,399	78,642	109,798	123,002
001-572-52400 WORKERS COMP	12,219	13,104	12,331	13,142	14,851
001-572-52450 AD & D POLICY	212	240	246	324	449
TOTAL PERSONNEL SERVICES	257,812	353,911	368,668	504,777	535,600
OPERATING EXPENSE					
001-572-54100 COMMUNICATIONS	-	51	-	-	1,440
001-572-54500 INSURANCE	20,604	28,096	28,176	34,033	28,293
001-572-54600 REP & MAINT	15,716	23,855	19,880	20,000	20,000
001-572-54610 MAINT AGREEMENTS	92	137	1,263	950	2,850
001-572-54630 REP & MAINT - LAWN EQ	15,723	9,014	7,623	6,500	8,000
001-572-54655 REP & MAINT TRKS & EQ	3,847	4,666	3,641	4,500	4,500
001-572-55200 OPERATING SUP & EXP	18,097	21,666	18,619	18,300	20,200
001-572-55211 FUEL EXPENSE	21,977	22,463	21,759	20,000	29,900
001-572-55212 BOOT ALLOWANCE	928	730	1,000	1,250	1,250
001-572-55230 OP SUP- SMALL TOOLS	4,310	3,681	4,729	7,000	5,000
TOTAL OPERATING EXPENSE	101,293	114,518	106,690	112,733	121,433
CAPITAL EXPENSE					
001-572-56400 CAPITAL-MACHINERY & EQ	31,463	16,652	31,542	19,500	93,000
001-572-56440 CAPITAL - VEHICLES	39,673	-	-	63,000	-
TOTAL CAPITAL EXPENSE	71,136	16,652	31,542	82,500	93,000
GRANTS & AIDS					
001-572-58100 CONTR TO RECREATION	5,000	5,000	-	5,000	2,500
001-572-58110 CONTRI TO RECRE COMPLEX	32,450	34,340	34,340	34,340	34,340
TOTAL GRANTS & AIDS	37,450	39,340	34,340	39,340	36,840
TOTAL PARKS & GROUNDS	**467,692**	**524,422**	**541,240**	**739,350**	**786,873**
TOTAL GENERAL FUND EXPENSES	**4,654,395**	**5,241,898**	**5,946,656**	**5,976,989**	**6,257,286**

COMMUNITY REDEVELOPMENT AGENCY FUND

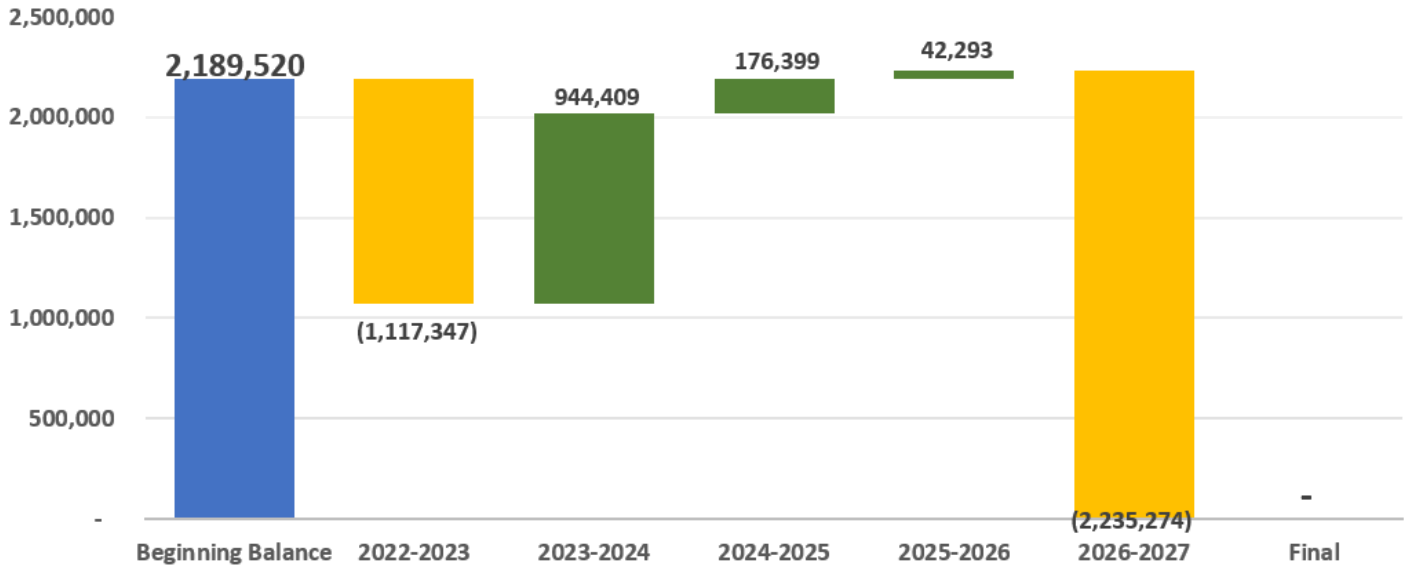
BUDGET HISTORY



REVENUES BY TYPE			
Grants	$	4,236,729	51.62%
Tax Increment Financing	$	1,716,016	20.91%
Reserves	$	2,235,274	27.23%
Miscellaneous	$	20,000	0.24%
Grand Total	$	8,208,019	

EXPENDITURES BY TYPE			
Personnel	$	119,142	1.45%
Operating	$	173,899	2.12%
Capital	$	7,617,269	92.80%
Grants & Aid	$	297,710	3.63%
Grand Total	$	8,208,019	

CHANGE IN FUND BALANCE



COMMUNITY REDEVELOPMENT AGENCY FUND LINE-ITEM DETAIL

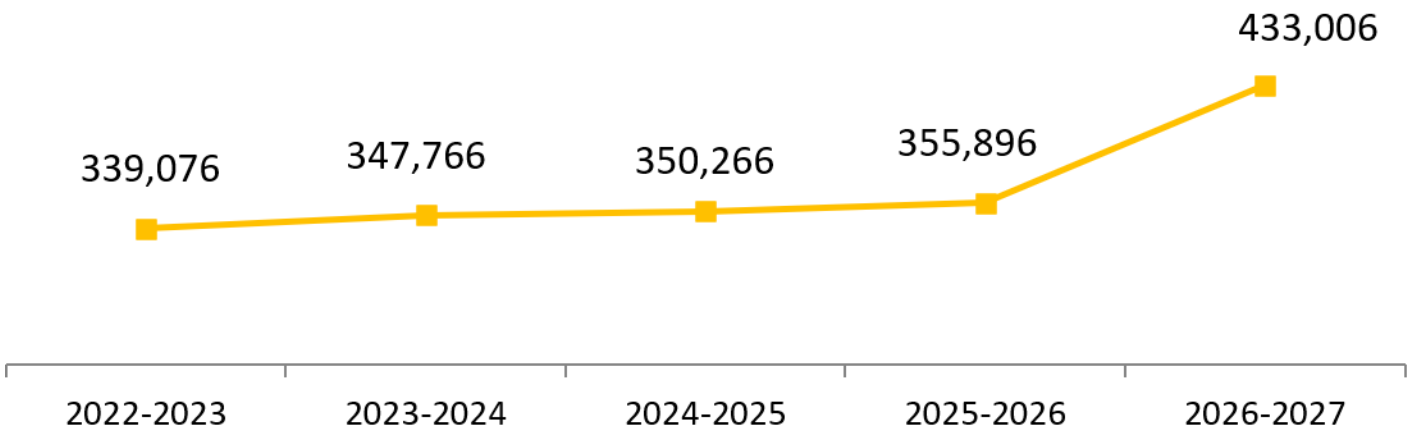
	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
GRANT PROCEEDS					
103-334490 DEO- AUDITORIUM PARKING	42,156	327,393	-	-	-
103-334740 RTP- PEACE RIVER PARK	-	200,000	-	-	-
103-334780 STATE LEG APP- FARR FIELD	-	11,080	-	2,867,458	1,736,729
103-334770 HIST PRES- AUDITORIUM	-	70,500	-	-	-
103-334770 STATE LEG APP- AUDITORIUM	-	-	-	-	2,500,000
103-337400 IDA- AUDITORIUM PARKING	42,156	717,268	-	-	-
TOTAL GRANT PROCEEDS	544,727	1,326,241	-	2,867,458	4,236,729
INTEREST EARNINGS					
103-361121 INTEREST -- CRA MM	43,018	36,540	78,541	20,000	20,000
TOTAL INTEREST EARNINGS	43,018	36,540	78,541	20,000	20,000
DISPOSITION OF ASSETS					
103-364200 SALE OF PROPERTY	-	602,705	-	-	-
103-364210 SALE OF VCTC	35,333	-	-	-	-
TOTAL DISPOSITION OF ASSETS	35,333	602,705	-	-	-
CONTRIBUTON & DONATION					
103-366300 Cont. Hardee Co. TIF	662,538	779,010	866,295	875,000	924,000
TOTAL CONTRIBUTON & DONATION	662,538	779,010	866,295	875,000	924,000
INTERFUND TRANSFERS					
103-381200 TIF TRANSFER FROM GEN	418,091	460,696	535,152	674,098	792,016
103-381800 TRANS FROM CRA RES	-	-	-	2,192,981	2,235,274
TOTAL INTERFUND TRANSFERS	418,091	460,696	535,152	2,867,079	3,027,290
TOTAL REVENUES	**1,703,707**	**3,205,193**	**1,479,988**	**6,629,537**	**8,208,019**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WAUCHULA CRA					
PERSONNEL SERVICES					
103-584-51100 EXECUTIVE SALARIES	63,453	68,562	72,486	75,084	77,586
103-584-52100 FICA	755	815	863	1,099	1,135
103-584-52200 RETIREMENT	2,394	10,537	8,443	7,078	7,829
103-584-52300 HEALTH INSURANCE	22,467	24,196	26,010	30,480	31,612
103-584-52320 WELLNESS PROGRAM	707	641	407	700	700
103-584-52400 WORKERS COMP	212	222	209	252	235
103-584-52450 AD & D POLICY	33	33	35	32	45
TOTAL PERSONNEL SERVICES	90,022	105,007	108,453	114,725	119,142
OPERATING EXPENSE					
103-584-53100 PROF SERVICES - GENERAL	12,627	60,593	5,244	15,000	10,000
103-584-53150 ACCOUNTING & AUDITING	3,870	9,784	15,289	4,200	4,238
103-584-53200 CRA MASTER PLAN	-	-	22,450	-	-
103-584-53400 CONTRACTUAL SERVICES	58,219	68,550	88,608	88,400	-
103-584-53436 BROWNFIELD CLEANUP	187,062	77,302	25,519	25,000	125,000
103-584-54000 TRAVEL & PER DIEM	1,302	1,430	1,494	2,000	2,000
103-584-54100 COMMUNICATIONS	963	965	963	960	960
103-584-54400 RENTALS & LEASES	12,000	11,000	13,000	12,000	12,000
103-584-54500 INSURANCE	1,001	1,059	1,071	1,287	1,236
103-584-54700 PRINTING & BINDING	2,142	2,470	3,310	3,600	3,500
103-584-55100 CRA OFFICE SUPPLIES	407	1,678	-	500	500
103-584-55200 OPERATING SUP & EXP	6,425	7,660	21,316	8,800	9,900
103-584-55400 BOOKS, PUB & ED	1,315	1,335	1,377	3,065	4,565
TOTAL OPERATING EXPENSE	287,333	243,825	199,639	164,812	173,899

	2022-2023 ACTUAL	2023-2024 BUDGET	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CAPITAL EXPENSE					
103-584-56100 LAND ACQUISITION	-	-	-	-	300,000
103-584-56200 BUILDINGS- AUDITIORIUM	287,551	97,784	305,300	-	65,000
103-584-56200 LP GRANT- AUDITIORIUM	-	-	-	-	2,500,000
103-584-56220 IN-FILL HOUSING	461,925	43,422	-	1,245,000	1,245,000
103-584-56310 AUDITORIUM PARKING LOT	84,312	1,111,004	4,278	-	-
103-584-56320 POWER PLANT REPURPOSE	-	-	-	1,000,000	1,000,000
103-584-56331 1ST AVE WATER/SEWER EXT	-	-	-	200,000	-
103-584-56558 SIDEWALKS & ST LIGHTS	-	-	13,592	100,000	150,000
103-584-56560- FARR FIELD COMPLEX	5,535	11,080	263,325	3,500,000	2,345,269
103-584-56564 CREWS PARK	12,839	661,878	-	-	-
103-584-56565 PEACE RIVER PARK	1,430,711	109,506	-	-	-
103-584-56570 PARKS AT PEACE RIVER	-	-	-	-	12,000
103-584-56576 HERITAGE PARK ELECTRICAL	-	-	22,297	70,000	-
TOTAL CAPITAL EXPENSE	2,282,872	2,034,674	608,791	6,115,000	7,617,269
GRANTS & AIDS					
103-584-58110 GRANTS - COMMERCIAL	-	28,888	54,937	200,000	250,000
103-584-58115 TIF REBATE PROGRAM	-	-	-	-	12,710
103-584-58220 PUBLIC RELATIONS	35,000	35,000	35,000	35,000	35,000
TOTAL GRANTS & AIDS	35,000	63,888	89,937	235,000	297,710
TOTAL WAUCHULA CRA EXPENSES	**2,695,227**	**2,447,394**	**1,006,820**	**6,629,537**	**8,208,019**

AIRPORT FUND

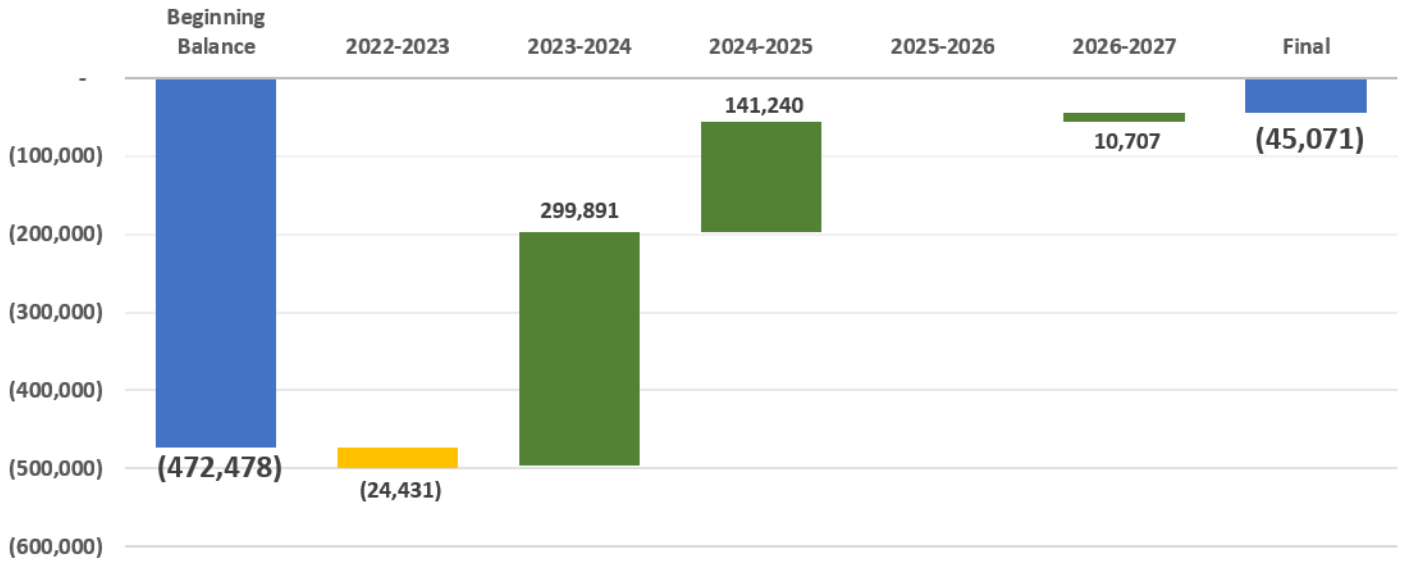
BUDGET HISTORY



REVENUE BY TYPE			
Fuel Sales	$	290,000	66.97%
Hangar Rentals	$	134,106	30.97%
Miscellaneous Revenues	$	8,900	2.06%
Grand Total	$	433,006	

EXPENDITURES BY TYPE			
Personnel	$	1,739	0.40%
Operating	$	385,561	89.04%
Transfers Out	$	35,000	8.08%
Contingency	$	10,707	2.47%
Grand Total	$	433,006	

CHANGE IN FUND BALANCE



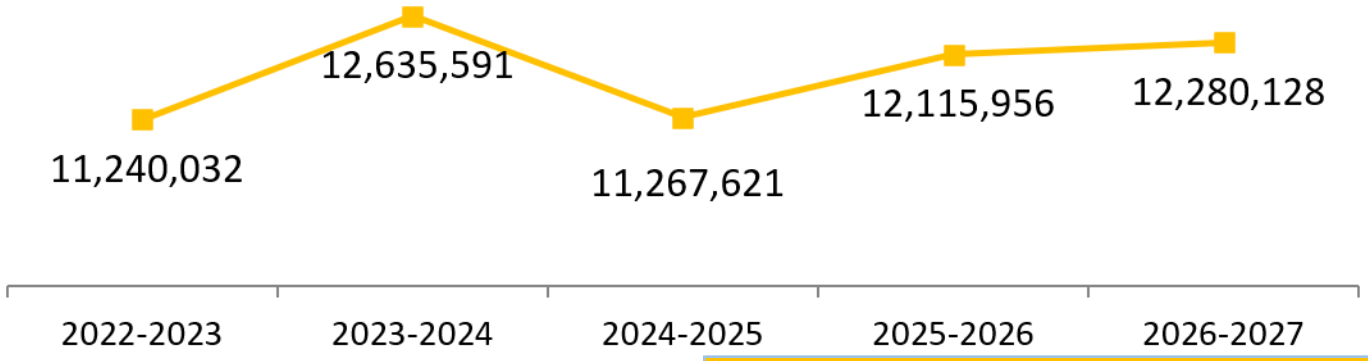
AIRPORT FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
TRANSPORTATION REVENUE					
402-344115 AV FUEL SALES	219,280	182,107	243,500	235,000	290,000
402-344120 AIRPORT USER FEES	120	120	120	120	120
402-344130 T-HANGAR RENTALS	79,398	71,749	74,910	78,576	133,986
402-344900 MISCELLANEOUS REVENUE	6,544	3,033	3,725	3,700	3,900
TOTAL TRANSPORTATION REVENUE	305,342	257,009	322,256	317,396	428,006
INTEREST EARNINGS					
402-361100 INT-AIRPORT	1,598	417	14,844	1,000	5,000
TOTAL INTEREST EARNINGS	1,598	417	14,844	1,000	5,000
MISCELLANEOUS PROCEEDS					
402-389910 INSURANCE REIMBURSEMENT	-	68,916	174,870	37,500	-
TOTAL MISCELLANEOUS PROCEEDS	-	68,916	174,870	37,500	-
TOTAL REVENUES	**306,940**	**257,425**	**511,969**	**355,896**	**433,006**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
AIRPORT OPERATIONS					
PERSONNEL SERVICES					
402-542-51210 OTHER PAY	5,095	1,435	1,515	1,560	1,560
402-542-52100 FICA	393	53	-	23	23
402-542-52300 RETIREMENT	-	-	-	146	156
TOTAL PERSONNEL SERVICES	5,488	1,489	1,515	1,728	1,739
OPERATING EXPENSE					
402-542-53100 PROF SERVICES - GENERAL	1,890	1,400	3,658	1,000	1,000
402-542-53200 ACCOUNTING & AUDITING	3,594	5,004	3,889	4,200	4,238
402-542-54000 TRAVEL & PER DIEM	-	38	-	200	200
402-542-54100 COMMUNICATIONS	1,079	1,184	3,383	3,540	4,020
402-542-54300 UTILITIES	16,808	15,732	18,185	16,000	16,000
402-542-54500 INSURANCE	42,277	55,785	55,929	67,114	56,829
402-542-54600 REPAIRS & MAINTENANCE	10,529	5,076	24,120	5,840	18,000
402-542-54605 R & M TRUCKS & EQUIP	-	168	-	500	500
402-542-54610 MAINT AGREEMENTS	3,907	10,459	8,301	5,274	11,399
402-542-54960 CREDIT CARD FEES- FUEL	7,356	6,092	8,137	8,000	9,000
402-542-55200 OPERATING SUP & EXP	5,131	1,753	2,998	2,500	4,375
402-542-55210 FUEL STOCK	199,003	162,972	221,669	210,000	260,000
TOTAL OPERATING EXPENSE	291,575	265,662	350,268	324,168	385,561
GRANTS & AIDS					
402-542-58150 INTERFUND TRANSFERS	26,000	-	30,000	30,000	35,000
TOTAL GRANTS & AIDS	26,000	-	30,000	30,000	35,000
OTHER USES					
402-542-59900 CONTINGENCIES	-	-	-	-	10,707
TOTAL OTHER USES	-	-	-	-	10,707
TOTAL AIRPORT EXPENSES	**323,063**	**267,150**	**381,782**	**355,896**	**433,006**

UTILITY FUND

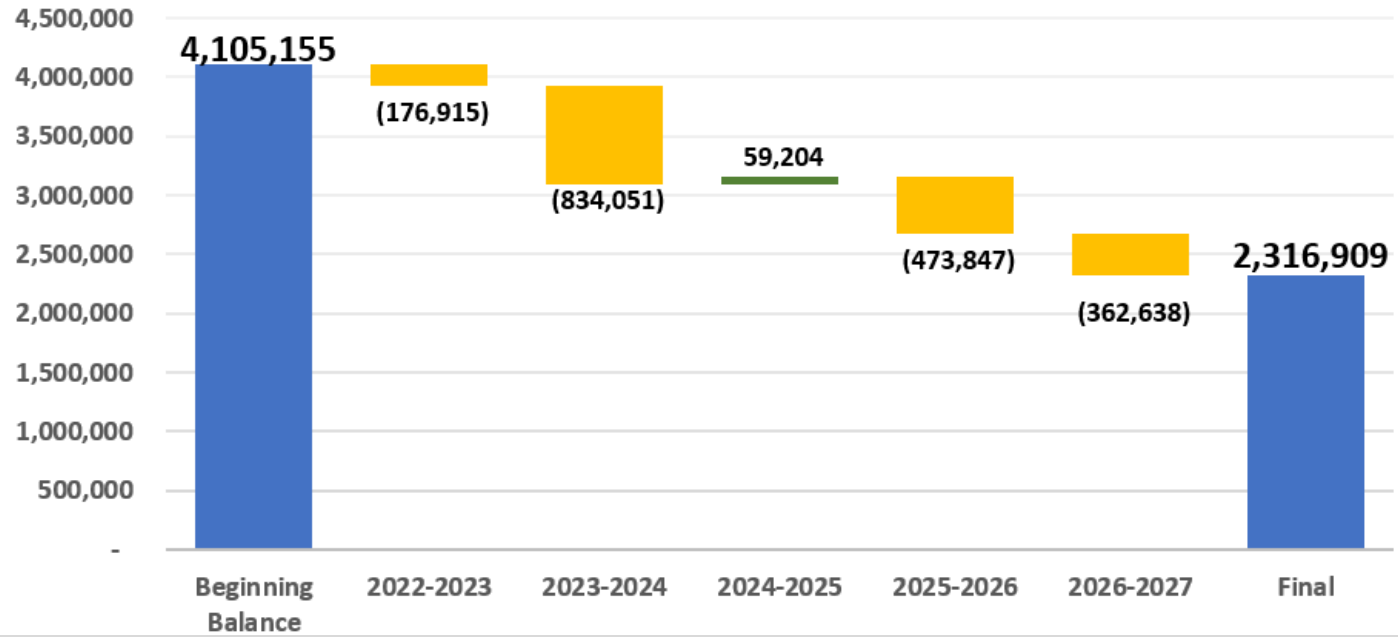
BUDGET HISTORY



REVENUE BY TYPE			
Billed Services	$	11,496,700	93.62%
Reserves	$	520,000	4.23%
Miscellaneous	$	263,428	2.15%
Grand Total	$	12,280,128	

EXPENDITURES BY TYPE			
Personnel	$	3,143,899	25.60%
Operating	$	2,286,381	18.62%
Purchased Power	$	3,810,000	31.03%
Capital	$	933,500	7.60%
Debt Service	$	446,677	3.64%
Transfers Out	$	1,502,309	12.23%
Contingency	$	157,362	1.28%
Grand Total	$	12,280,128	

CHANGE IN FUND BALANCE



UTILITY FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
BILLED REVENUE SERVICE					
410-343110 ELECTRIC SALES - RES	3,887,494	3,666,721	4,007,965	3,700,000	3,700,000
410-343115 ELECTRIC SALES- SOLAR	22,864	28,417	40,427	28,000	30,000
410-343120 ELEC SALES -RES SURCHARGE	79,983	88,226	97,210	85,000	90,000
410-343130 ELEC SALES-GEN SER NONDEM	3,368,556	3,049,630	3,363,610	3,000,000	3,100,000
410-343140 ELEC SALES-GSND SURCHARGE	16,415	17,364	19,501	17,000	20,000
410-343180 ELEC-INTERDEPARTMENTAL	185,802	163,145	184,279	170,000	190,000
410-343185 ELEC-OTHER PUBLIC SALES	174,570	162,578	184,630	170,000	190,000
410-343190 ELEC SERVICE CONNECTIONS	8,125	9,850	18,950	9,000	10,000
410-343311 SALE OF WATER	1,177,611	1,317,122	1,398,677	1,400,000	1,450,000
410-343313 WATER TAPS	13,250	19,800	26,000	15,000	15,000
410-343510 SEWER USER FEES	2,403,360	2,495,056	2,532,700	2,600,000	2,700,000
410-343512 SEWER TAPS	1,000	1,600	3,500	1,700	1,700
TOTAL BILLED REVENUE SERVICE	11,339,029	11,019,510	11,877,448	11,195,700	11,496,700
INTEREST EARNINGS					
410-361530 INT-POOLED CASH	33,054	25,316	42,619	20,000	20,000
410-361560 INT EARNED -WATER IMP FEE	53	53	53	50	50
410-361570 INT EARNED -SEWER IMP FEE	736	738	738	700	700
410-361590 INT EARNED-SS REHAB CAP	585	586	586	500	500
410-361600 INT EARNED-WWTP CAP IMPT	1,388	1,391	1,391	1,300	1,300
410-361625 INT - RATE STABILIZATION FD	7,449	16,189	16,637	10,000	10,000
410-361635 INT - UTILITY EMERG FUND	14,023	23,407	24,055	15,000	15,000
TOTAL INTEREST EARNINGS	57,301	91,102	86,105	47,575	47,550

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
MISC REVENUE					
410-369120 MISC REV - UT BILLING	64,290	74,131	76,360	70,000	72,000
410-369125 PHONE CONV FEE - REV	9,574	10,459	13,737	10,000	10,000
410-369126 APPLICATION FEE	11,375	9,775	10,825	10,000	10,000
410-369130 MISC REV - OTHER	150,911	72,068	207,051	300	300
410-369155 EFFLUENT LINE REIMB	57,491	54,957	56,666	55,710	53,010
410-369175 REIMB-LINECREW WORK	25,133	61,877	5,053	10,000	2,000
410-369176 REIMB-WATER CREW WORK	-	-	4,969	3,000	1,000
410-369200 POLE CONTACT FEES	29,009	29,895	31,274	31,275	32,168
410-369222 WATER TOWER RENTAL	41,630	42,115	42,609	42,396	35,400
TOTAL MISC REVENUE	389,412	355,278	448,545	232,681	215,878
INTERFUND TRANSFERS					
410-381800 TRANS- RESERVES	-	-	-	640,000	520,000
410-381830 TRANS- SEWER IMPROVEMENTS	-	-	-	-	-
TOTAL INTERFUND TRANSFERS	-	-	-	640,000	520,000
TOTAL REVENUES	**11,785,742**	**11,152,727**	**12,412,098**	**12,115,956**	**12,280,128**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
METER DEPARTMENT					
PERSONNEL SERVICES					
410-502-51200 REGULAR SALARIES	77,252	85,056	91,794	99,316	104,811
410-502-51400 OVERTIME PAY	7,389	6,318	8,233	8,000	10,000
410-502-52100 FICA	1,050	1,123	1,244	1,529	1,609
410-502-52200 RETIREMENT	3,213	14,074	11,716	10,203	11,408
410-502-52300 HEALTH INSURANCE	24,205	25,966	25,915	30,348	31,177
410-502-52400 WORKERS COMP	2,897	3,107	2,924	3,117	3,522
410-502-52450 AD & D POLICY	67	65	68	65	90
TOTAL PERSONNEL SERVICES	116,072	135,711	141,894	152,578	162,617
OPERATING EXPENSE					
410-502-54100 COMMUNICATIONS	1,218	2,342	1,097	1,104	1,000
410-502-54500 INSURANCE	411	561	562	680	565
410-502-54615 MAINT AGREEMENTS	824	800	800	900	1,700
410-502-54655 REP & MAINT TRKS & EQ	829	1,265	1,446	1,500	1,000
410-502-55200 OPERATING SUP & EXP	2,841	2,286	1,810	2,800	2,000
410-502-55211 FUEL EXPENSE	5,986	6,428	6,167	6,000	8,300
410-502-55212 UNIFORMS	268	648	250	1,000	1,000
TOTAL OPERATING EXPENSE	12,377	14,370	12,531	15,384	15,565
CAPITAL EXPENSE					
410-502-56440 CAPITAL- VEHICLES	-	-	-	-	50,000
TOTAL CAPITAL EXPENSE	-	255,020	307,159	-	50,000
TOTAL METER DEPARTMENT	**128,449**	**405,100**	**461,585**	**167,962**	**228,182**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CUSTOMER SERVICE					
PERSONNEL SERVICES					
410-503-51200 REGULAR SALARIES	179,773	195,284	185,141	181,838	195,229
410-503-51400 OVERTIME PAY	1,421	307	393	500	500
410-503-52100 FICA	2,277	2,472	2,356	2,644	2,838
410-503-52200 RETIREMENT	6,828	30,129	22,014	17,054	19,593
410-503-52300 HEALTH INSURANCE	44,257	45,916	50,733	53,048	51,741
410-503-52400 WORKERS COMP	677	726	683	729	823
410-503-52450 AD & D POLICY	167	157	144	130	180
TOTAL PERSONNEL SERVICES	235,400	274,992	261,465	255,943	270,903
OPERATING EXPENSE					
410-503-54000 TRAVEL & PER DIEM	96	70	44	430	420
410-503-54615 MAINTENANCE AGRMNT	1,361	1,336	6,480	1,344	1,344
410-503-54900 CREDIT CARD FEES	313,343	439,469	446,409	300,000	330,000
410-503-54917 OCC- COLLECTION FEES	437	720	-	600	500
410-503-55125 OFF SUP & EXP - POSTAGE	14,636	15,712	17,468	15,150	20,000
410-503-55200 OPERATING SUP & EXP	13,136	9,409	10,711	8,800	9,900
410-503-55400 BOOKS, PUB & ED	-	100	-	500	500
TOTAL OPERATING EXPENSE	343,009	466,816	481,111	326,824	362,664
TOTAL CUSTOMER SERVICE	**578,409**	**741,808**	**742,576**	**582,767**	**633,567**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WATER TREATMENT PLANT					
PERSONNEL SERVICES					
410-532-51200 REGULAR SALARIES	39,306	43,685	47,428	59,826	45,614
410-532-51400 OVERTIME PAY	529	125	84	200	200
410-532-52100 FICA	502	549	596	871	665
410-532-52200 RETIREMENT	1,515	6,778	5,495	5,621	4,595
410-532-52300 HEALTH INSURANCE	9,044	9,725	10,150	14,247	11,614
410-532-52400 WORKERS COMP	808	867	816	870	983
410-532-52450 AD & D POLICY	33	33	35	65	45
TOTAL PERSONNEL SERVICES	51,737	61,761	64,603	81,700	63,716
OPERATING EXPENSE					
410-532-53100 PROF SERVICES	10,338	-	263	1,000	1,000
410-532-53450 OUTSIDE SERV-LAB	4,869	2,156	2,903	7,000	5,000
410-532-54000 TRAVEL & PER DIEM	-	-	100	500	500
410-532-54100 COMMUNICATIONS	1,049	673	756	800	800
410-532-54300 UTILITIES	64,058	58,333	62,713	61,620	61,620
410-532-54500 INSURANCE	15,934	21,729	21,790	26,320	21,881
410-532-54600 REPAIRS & MAINTENANCE	12,683	14,950	12,450	10,000	18,000
410-532-54610 MAINT AGREEMENTS	2,734	5,156	3,400	5,000	5,000
410-532-54655 REP & MAINT TRKS & EQ	201	484	33	1,000	1,000
410-532-54675 REP&MAINT-WATERTOWER	25,129	23,387	24,042	25,000	25,000
410-532-55200 OP SUP & EXP	5,413	2,535	4,082	5,000	5,000
410-532-55211 FUEL EXPENSE	3,064	1,141	1,354	3,000	5,300
410-532-55212 BOOT ALLOWANCE	134	80	125	250	125
410-532-55255 LAB SUPPLIES	415	-	251	1,500	1,000
410-532-55256 CHEMICALS	27,005	35,824	32,153	28,000	32,000
410-532-55400 BOOKS, PUB & ED	1,541	824	1,525	1,200	1,200
TOTAL OPERATING EXPENSE	174,599	167,271	167,941	177,390	184,426
CAPITAL EXPENSE					
410-532-56310 CAPITAL-IMPT O/T BLDGS	-	-	-	-	37,500
410-532-56400 CAPITAL-MACHINERY & EQ	-	-	-	5,200	-
410-532-56440 CAPITAL- VEHICLES	-	48,608	-	-	-
TOTAL CAPITAL EXPENSE	-	48,608	-	5,200	37,500
TOTAL WATER TREATMENT PLANT	**226,336**	**277,641**	**232,544**	**264,290**	**285,642**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WATER DISTRIBUTION SYSTEM					
PERSONNEL SERVICES					
410-533-51200 REGULAR SALARIES	144,471	163,904	165,906	184,314	207,958
410-533-51400 OVERTIME PAY	22,028	25,918	25,147	28,000	30,000
410-533-52100 FICA	5,260	6,067	2,472	3,044	3,387
410-533-52200 RETIREMENT	4,123	17,474	21,788	20,994	24,575
410-533-52300 HEALTH INSURANCE	35,646	35,285	29,973	34,050	47,797
410-533-52400 WORKERS COMP	17,006	18,239	17,163	18,292	20,670
410-533-52450 AD & D POLICY	119	111	126	130	180
TOTAL PERSONNEL SERVICES	228,654	266,998	262,574	288,823	334,567
OPERATING EXPENSE					
410-533-53100 PROF SERVICES - GENERAL	39,300	9,796	7,402	1,000	1,000
410-533-54000 TRAVEL & PER DIEM	-	-	-	120	150
410-533-54100 COMMUNICATIONS	2,251	2,256	2,691	2,208	2,208
410-533-54500 INSURANCE	2,788	3,802	3,812	4,605	3,829
410-533-54600 REPAIRS & MAINTENANCE	34,459	31,837	117,405	35,000	35,000
410-533-54655 REP & MAINT TRKS & EQ	19,010	4,356	6,342	5,000	5,000
410-533-55200 OPERATING SUP & EXP	4,578	5,932	5,451	8,300	10,000
410-533-55211 FUEL EXPENSE	8,016	6,590	6,925	8,000	11,300
410-533-55212 BOOT ALLOWANCE	571	320	375	500	500
410-533-55230 OP SUP - SMALL TOOLS	2,933	2,835	2,630	5,000	6,000
410-533-55259 WATER METER EXPENSE	70,750	79,741	74,921	36,000	6,000
410-533-55265 HYDRANTS - EXPENSED	3,498	1,757	-	6,000	5,200
410-533-55400 BOOKS, PUB & ED	245	485	765	530	530
TOTAL OPERATING EXPENSE	188,398	149,706	228,720	112,263	86,717
CAPITAL EXPENSE					
410-533-56300 CAPITAL - IMPT O/T BLGDS	-	-	-	75,000	37,500
410-533-56400 CAPITAL-MACHINERY & EQ	-	-	-	125,000	22,000
410-533-56440 CAPITAL- VEHICLES-NO TAX	48,272	-	48,090	-	-
TOTAL CAPITAL EXPENSE	48,272	-	48,090	200,000	59,500
TOTAL WATER DISTRIBUTION SYSTEM	**465,324**	**416,704**	**539,384**	**601,086**	**480,784**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
WASTE WATER PLANT & LIFT STATIONS					
PERSONNEL SERVICES					
410-535-51200 REGULAR SALARIES	216,456	183,781	247,548	269,478	276,786
410-535-51400 OVERTIME PAY	33,938	40,489	41,399	46,000	46,000
410-535-52100 FICA	3,163	2,707	3,640	4,537	4,428
410-535-52200 RETIREMENT	9,405	34,886	33,600	30,795	31,922
410-535-52300 HEALTH INSURANCE	71,219	64,546	69,895	81,300	78,832
410-535-52400 WORKERS COMP	14,195	15,223	14,325	15,268	17,253
410-535-52450 AD & D POLICY	154	112	168	162	225
TOTAL PERSONNEL SERVICES	349,230	341,744	410,575	447,541	455,445
OPERATING EXPENSE					
410-535-53100 PROF SERVICES - GEN	27,059	29,888	1,085	10,000	8,000
410-535-53450 OUTSIDE SERV-LAB	9,498	14,405	14,353	16,000	16,000
410-535-54000 TRAVEL & PER DIEM	-	234	-	600	600
410-535-54100 COMMUNICATIONS	5,107	4,092	4,875	6,075	6,075
410-535-54140 SHIPPING CHARGES	79	11	34	200	200
410-535-54300 UTILITIES	133,531	115,563	132,348	123,981	127,681
410-535-54400 RENTALS & LEASES	1,649	1,700	1,605	1,800	1,740
410-535-54500 INSURANCE	56,917	77,616	77,836	94,016	78,159
410-535-54600 REPAIRS & MAINTENANCE	9,191	15,438	26,635	15,000	20,000
410-535-54610 MAINT AGREEMENTS	3,376	4,941	2,405	4,500	4,500
410-535-54620 REP & MANT BUILDINGS	-	-	-	-	1,000
410-535-54655 REP & MANT TRKS & EQ	4,265	2,732	4,413	4,000	3,000
410-535-54680 REP & MAINT - LIFT ST	32,928	10,943	28,594	27,000	13,000
410-535-55200 OPERATING SUP & EXP	14,573	23,228	35,858	36,300	26,300
410-535-55210 SLUDGE DISPOSAL	-	-	70,172	135,000	130,000
410-535-55211 FUEL EXPENSE	10,306	8,244	9,116	9,000	13,700
410-535-55212 BOOT ALLOWANCE	579	240	625	625	625
410-535-55255 LAB SUPPLIES	2,024	1,863	1,615	4,000	2,000
410-535-55256 CHEMICALS	46,745	53,655	48,489	48,000	48,000
410-535-55400 BOOKS, PUB & ED	815	1,449	2,345	1,500	2,500
TOTAL OPERATING EXPENSE	358,643	366,616	462,639	537,597	503,080
CAPITAL EXPENSE					
410-535-56300 CAP IMPROV O/T BLDS	6,831	17,702	-	40,000	-
410-535-56400 CAPITAL-MACHINERY & EQ	-	13,376	8,666	8,000	13,500
410-535-56440 CAPITAL- VEHICLES	-	-	-	50,000	-
410-535-56470 CAP -LIFT STATION EQ	6,000	8,249	-	-	-
TOTAL CAPITAL EXPENSE	12,831	39,326	8,666	98,000	13,500
TOTAL WASTE WATER PLANT	**720,705**	**747,686**	**881,880**	**1,083,138**	**972,025**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
SEWER DEPARTMENT					
PERSONNEL SERVICES					
410-536-51200 REGULAR SALARIES	37,521	40,397	44,473	46,513	88,899
410-536-51400 OVERTIME PAY	45	195	151	200	400
410-536-52100 FICA	486	525	578	681	1,296
410-536-52200 RETIREMENT	1,429	6,296	5,136	4,393	8,938
410-536-52300 HEALTH INSURANCE	8,952	9,944	10,369	11,350	23,227
410-536-52400 WORKERS COMP	3,316	3,556	3,347	3,567	4,031
410-536-52450 AD & D POLICY	33	33	35	32	90
TOTAL PERSONNEL SERVICES	51,782	60,947	64,088	66,737	126,881
OPERATING EXPENSE					
410-536-53100 PROF SERVICES	-	42,752	210	-	1,000
410-536-54100 COMMUNICATIONS	609	611	5,240	624	456
410-536-54500 INSURANCE	2,158	2,943	2,952	3,566	2,964
410-536-54600 REPAIRS & MAINT	15,310	40,923	20,290	50,000	40,000
410-536-54655 REP & MAINT TRKS & EQ	2,513	4,876	1,801	3,000	3,000
410-536-55200 OPERATING SUP & EXP	6,780	3,327	7,978	4,000	6,000
410-536-55211 FUEL EXPENSE	2,362	3,718	3,950	3,000	6,600
410-536-55212 BOOT ALLOWANCE	134	80	125	125	125
410-536-55230 OP SUP - SMALL TOOLS	442	590	331	2,000	1,400
410-536-55400 BOOKS, PUB, & ED	-	20	-	50	100
TOTAL OPERATING EXPENSE	30,308	99,840	42,877	66,365	61,645
CAPITAL EXPENSE					
410-536-56300 CAPITAL- IMPT O/T BLGDS	216,156	515,172	269,978	490,000	50,000
410-536-56400 CAPITAL-MACHINERY & EQ	119,854	-	128,750	16,500	35,000
TOTAL CAPITAL EXPENSE	336,010	515,172	398,727	506,500	85,000
TOTAL SEWER DEPARTMENT	**418,100**	**675,959**	**505,692**	**639,602**	**273,526**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
ADMINISTRATION & GENERAL					
PERSONNEL SERVICES					
410-539-51100 EXECUTIVE SALARIES	200,335	241,987	257,278	266,804	280,311
410-539-51200 REGULAR SALARIES	187,339	147,061	165,760	198,250	183,685
410-539-51210 OTHER PAY	37,821	28,254	30,077	46,565	46,640
410-539-51400 OVERTIME PAY	1,675	1,774	2,575	2,000	2,000
410-539-51521 SPEC PAY - RET BONUS	4,430	4,430	4,430	4,790	4,790
410-539-52100 FICA	7,859	6,764	7,352	10,065	10,060
410-539-52200 RETIREMENT	14,896	60,825	56,652	45,456	48,574
410-539-52300 HEALTH INSURANCE	100,509	96,691	105,686	113,819	124,211
410-539-52320 WELLNESS PROGRAM	9,674	7,744	11,048	9,900	10,200
410-539-52400 WORKERS COMP	11,197	12,009	11,500	12,044	13,610
410-539-52450 AD & D POLICY	253	224	251	243	349
410-539-52500 UNEMPLOYMENT	2,000	-	-	2,000	2,000
TOTAL PERSONNEL SERVICES	577,987	607,763	652,609	711,936	726,430
OPERATING EXPENSE					
410-539-53100 PROF SERVICES - GENERAL	12,542	12,181	15,000	15,000	15,000
410-539-53200 ACCOUNTING & AUDITING	47,442	65,048	50,557	54,550	55,088
410-539-53420 OCS - I.T. SERVICES	16,000	16,000	11,000	11,000	11,000
410-539-54000 TRAVEL & PER DIEM	6,388	3,966	4,360	7,100	7,100
410-539-54010 TRAVEL ALLOWANCE	3,611	4,234	4,212	4,550	4,550
410-539-54100 COMMUNICATIONS	22,655	23,378	17,163	15,882	17,310
410-539-54300 UTILITIES	29,907	30,203	27,918	31,548	30,000
410-539-54400 RENTS & LEASES	11,244	11,369	10,608	10,180	11,100
410-539-54500 INSURANCE	50,833	56,563	57,140	63,766	68,501
410-539-54615 MAINT AGREEMENTS	42,535	66,824	64,917	68,125	76,790
410-539-54620 REP & MAINT -BLDGS	2,578	9,658	13,810	5,000	3,000
410-539-54655 REP & MAINT TRKS & EQ	3,158	1,903	985	1,500	7,750
410-539-54700 PRINTING & BINDING	448	519	22	1,500	1,500
410-539-54900 OTH CURRENT CHGS	4,334	4,340	4,710	4,575	5,575
410-539-54902 COMMUNITY INVOLVEMENT	8,728	4,895	9,301	16,510	16,710
410-539-54905 EMPLOYEE APPREC EXPENSE	1,298	1,300	1,389	1,368	1,440
410-539-54925 EMPLOYEE RECOGNITION	726	1,781	290	2,500	2,500
410-539-54990 REGULATORY COMM EXP	1,329	1,025	764	1,000	1,000
410-539-55100 OFFICE SUPPLIES	4,398	2,874	6,127	1,200	1,200
410-539-55200 OPERATING SUP & EXP	17,551	11,000	12,711	15,365	22,265
410-539-55211 FUEL EXPENSE	2,296	2,978	1,565	2,400	1,500
410-539-55212 BOOT ALLOWANCE	928	480	750	750	750
410-539-55400 BOOKS, PUB & ED	12,214	11,520	14,927	18,906	18,326
410-539-55500 SAFETY	-	-	-	1,000	1,000
TOTAL OPERATING EXPENSE	303,476	352,334	330,224	355,275	380,955

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CAPITAL EXPENSE					
410-539-56200 BUILDINGS	12,400	-	-	25,000	35,000
410-539-56400 CAPITAL-MACH & EQ	-	-	-	146,850	8,000
TOTAL CAPITAL EXPENSE	12,400	-	-	171,850	43,000
DEBT SERVICE					
410-539-57220 INT: BOND-BB&T, SRF	57,070	50,344	47,450	36,934	28,771
410-539-57282 PRINC: BOND-BB&T, SRF	340,274	348,511	256,446	364,069	417,906
TOTAL DEBT SERVICE	397,344	398,856	303,897	401,003	446,677
OTHER USES					
410-539-59100 TRANS TO GENL FUND	1,342,700	1,454,987	1,438,330	1,447,186	1,502,309
410-539-59900 CONTINGENCIES	-	-	-	166,153	157,362
TOTAL OTHER USES	1,342,700	1,454,988	1,438,330	1,613,339	1,659,671
TOTAL ADMINISTRATION & GENERAL	**2,633,908**	**2,813,941**	**2,725,060**	**3,253,403**	**3,256,733**

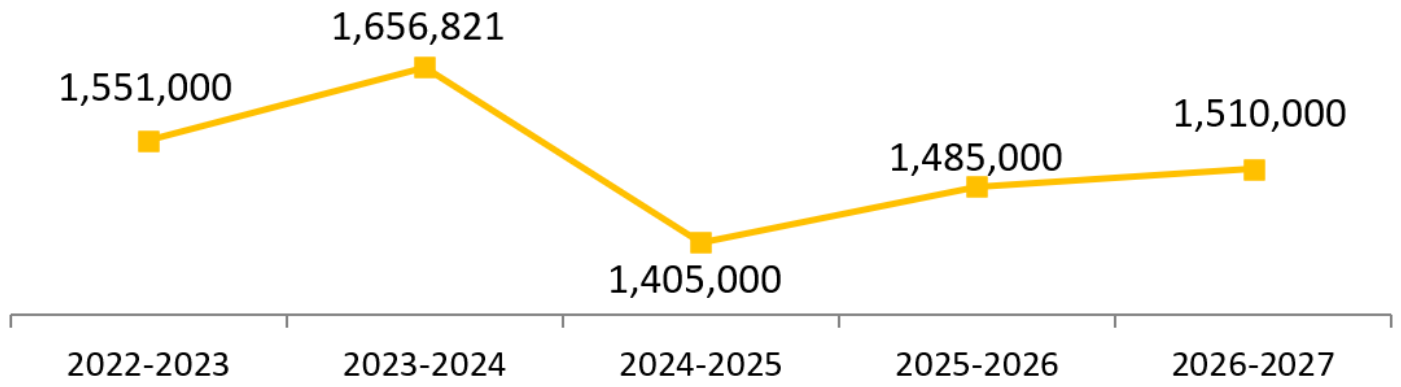
	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
PURCHASED POWER					
OPERATING EXPENSE					
410-555-54960 PURCHASED POWER	4,274,568	3,059,516	3,546,656	3,400,000	3,800,000
410-555-54962 MISC BULK CHARGES	11,629	8,891	9,038	10,000	10,000
TOTAL OPERATING EXPENSE	4,286,196	3,068,407	3,555,694	3,410,000	3,810,000
TOTAL PURCHASED POWER	**4,286,196**	**3,068,407**	**3,555,694**	**3,410,000**	**3,810,000**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
ELECTRIC DISTRIBUTION					
PERSONNEL SERVICES					
410-593-51200 REGULAR SALARIES	452,152	466,111	483,194	530,940	610,896
410-593-51400 OVERTIME PAY	134,669	140,426	155,579	125,000	150,000
410-593-52100 FICA	7,521	7,324	8,315	9,512	10,955
410-593-52200 RETIREMENT	22,084	94,081	77,098	68,115	80,998
410-593-52300 HEALTH INSURANCE	107,505	102,819	110,959	141,334	125,720
410-593-52400 WORKERS COMP	20,085	21,540	20,269	21,603	24,412
410-593-52450 AD & D POLICY	258	244	259	259	359
TOTAL PERSONNEL SERVICES	744,273	832,545	855,673	896,763	1,003,340
OPERATING EXPENSE					
410-593-53100 PROF SERVICES - GENERAL	78,379	11,931	18,453	20,000	40,000
410-593-53400 CONTRACTUAL SERVICES	-	3,014	10,151	5,500	6,500
410-593-54000 TRAVEL & PER DIEM	1,656	1,628	2,751	8,975	7,575
410-593-54100 COMMUNICATIONS	4,953	5,335	5,388	5,376	5,546
410-593-54400 RENTALS & LEASES	1,097	3,495	4,235	5,000	5,000
410-593-54500 INSURANCE	37,283	50,842	50,986	61,584	51,198
410-593-54600 REP & MAINT- HARDWARE	55,907	86,030	91,243	50,000	50,000
410-593-54603 REP & MAINT-PCB	-	401	49	1,500	1,500
410-593-54604 SUBSTATION-REP&MAINT	57,047	13,514	59,911	50,000	100,000
410-593-54655 REP & MAINT TRKS & EQ	29,715	46,024	39,431	45,000	45,000
410-593-54657 CHAIN SAW REPAIR	1,122	4,475	4,537	4,000	4,000
410-593-54991 MEMBERSHIPS	23,549	29,887	19,216	24,100	25,100
410-593-55202 OP SUP & EXP	33,940	53,313	40,124	55,000	55,000
410-593-55211 FUEL EXPENSE	29,661	31,236	30,116	30,000	35,500
410-593-55212 UNIFORMS	15,608	16,324	16,471	17,000	17,000
410-593-55232 OP SUP-SM TOOLS	40,405	31,957	57,842	60,000	35,000
410-593-55233 CHAIN SAWS	4,116	4,433	-	2,000	2,000
410-593-55258 METER EXPENSE	1,354	3,377	2,712	3,000	3,000
410-593-55268 POLES	12,846	15,688	22,153	75,000	20,000
410-593-55268 CROSSARMS	3,373	8,948	10,603	10,000	10,000
410-593-55270 WIRE & CABLES	35,229	41,443	57,049	35,000	50,000
410-593-55271 CONDUIT	10,875	19,336	12,169	15,000	15,000
410-593-55280 ST LIGHTING EXP	76,011	94,365	78,190	70,000	70,000
410-593-55400 BOOKS, PUB & ED	10,600	17,381	6,163	17,910	17,410
410-593-55500 SAFETY	14,321	25,889	23,429	20,000	20,000
TOTAL OPERATING EXPENSE	579,051	620,267	663,372	690,945	691,329

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
CAPITAL EXPENSE					
410-593-56205 SUBSTN TRANSFORMER PROJ	-	-	40,602	6,000	-
410-593-56300 CAP IMPROV O/T BLDS	-	-	-	-	10,000
410-593-56335 CAP- ELEC PROJECTS	19,100	65,933	-	100,000	100,000
410-593-56345 CAP- UPGRADE RURAL LINE	788,332	1,243,937	-	-	-
410-593-56380 HARDEE CROSSINGS PRJ	-	-	-	10,000	10,000
410-593-56400 CAPITAL-MACHINERY & EQ	-	13,621	-	60,000	105,000
410-593-56440 CAPITAL- VEHICLES	-	63,125	236,001	300,000	345,000
410-593-56460 CAPITAL - TRANSFORMERS	16,143	36,853	319,739	50,000	75,000
TOTAL CAPITAL EXPENSE	823,575	1,423,469	596,341	526,000	645,000
DEBT SERVICE					
410-593-57100 PRINC: BB&T LINE TRUCKS	92,995	36,702	-	-	-
410-593-57200 INT: BB&T LINE TRUCKS	3,344	1,068	-	-	-
TOTAL DEBT SERVICE	96,339	37,770	-	-	-
TOTAL ELECTRIC DISTRIBUTION	**2,243,237**	**2,914,051**	**2,115,386**	**2,113,708**	**2,339,669**
TOTAL UTILITY FUND EXPENSES	**11,700,664**	**12,061,297**	**11,759,799**	**12,115,956**	**12,280,128**

SANITATION FUND

BUDGET HISTORY



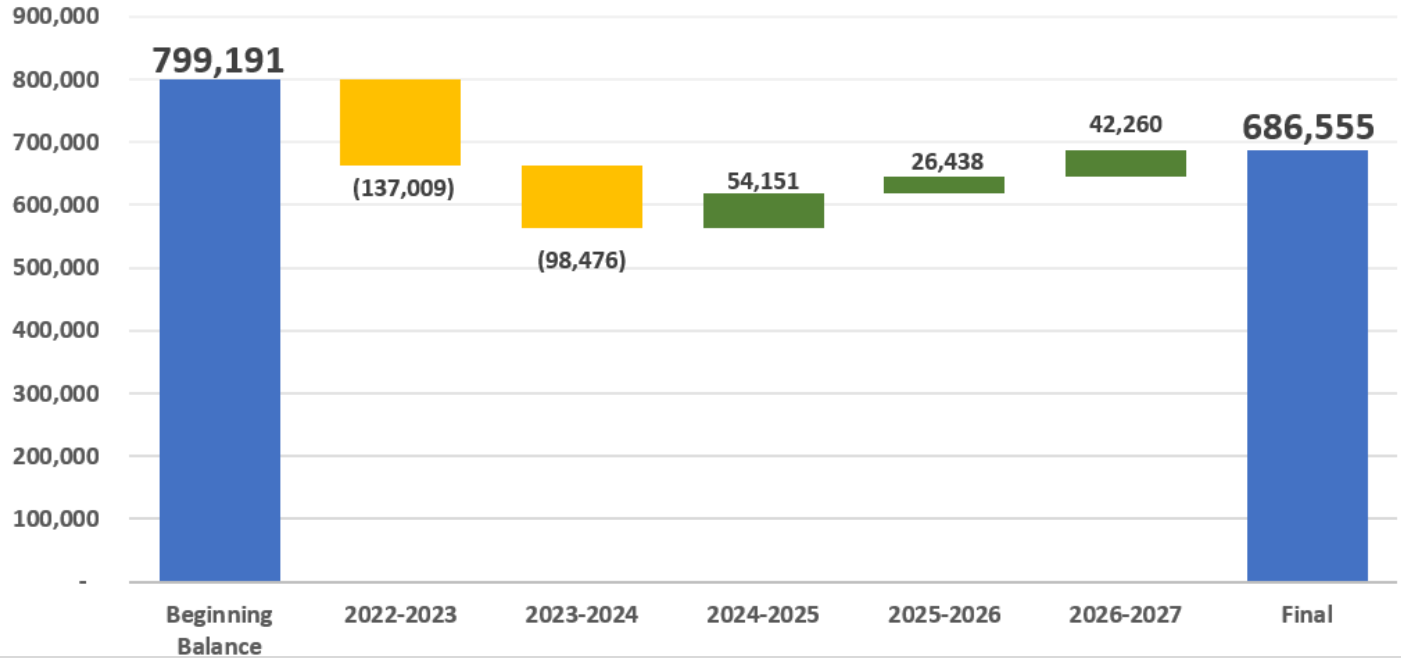
REVENUE BY TYPE

Billed Services	$	1,500,000	99.34%
Interest Earnings	$	10,000	0.66%
Grand Total	$	1,510,000	

EXPENDITURES BY TYPE

Personnel	$	358,619	23.75%
Operating	$	497,678	32.96%
Capital	$	-	0.00%
Transfers Out	$	611,443	40.49%
Contingency	$	42,260	2.80%
Grand Total	$	1,510,000	

CHANGE IN FUND BALANCE



SANITATION FUND LINE-ITEM DETAIL

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
REVENUES					
BILLED REVENUE SERVICE					
411-343410 GARBAGE REVENUE	1,397,025	1,492,557	1,515,841	1,475,000	1,500,000
TOTAL BILLED REVENUE SERVICE	1,397,025	1,492,557	1,515,841	1,475,000	1,500,000
INTEREST EARNINGS					
411-361530 INTEREST EARNED	17,873	26,411	21,456	10,000	10,000
TOTAL INTEREST EARNINGS	17,873	26,411	21,456	10,000	10,000
INTERFUND TRANSFERS					
411-381800 TRANS- RESERVES	-	-	-	-	-
TOTAL INTERFUND TRANSFERS	-	-	-	-	-
TOTAL REVENUES	**1,414,898**	**1,518,968**	**1,537,297**	**1,485,000**	**1,510,000**

	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 ACTUAL	2025-2026 BUDGET	2026-2027 BUDGET
SANITATION					
PERSONNEL SERVICES					
411-534-51200 REGULAR SALARIES	189,580	199,209	213,499	227,356	240,522
411-534-51400 OVERTIME	20,208	23,516	25,349	20,000	22,000
411-534-52100 FICA	5,311	5,464	5,912	7,289	7,645
411-534-52200 RETIREMENT	6,074	26,767	21,645	19,005	21,261
411-534-52300 HEALTH INSURANCE	65,792	54,126	53,827	69,950	46,597
411-534-52320 WELLNESS PROGRAM	561	479	750	1,200	1,500
411-534-52400 WORKERS COMPENSATION	15,525	16,650	15,695	16,698	18,870
411-534-52450 AD & D POLICY	161	150	149	162	225
TOTAL PERSONNEL SERVICES	303,212	326,361	336,826	361,661	358,619
OPERATING EXPENSE					
411-534-53100 PROFESSIONAL SERVICES	-	25,245	840	-	-
411-534-53200 ACCOUNTING & AUDITING	5,765	5,004	3,889	4,200	4,238
411-534-53420 HARDEE LANDFILL-COMM	174,019	176,794	176,444	175,000	175,000
411-534-53430 HARDEE LANDFILL-RES	108,394	112,480	114,858	110,000	110,000
411-534-53440 HARDEE LANDFILL-MISC	48,080	44,005	44,441	35,000	45,000
411-534-54100 COMMUNICATIONS	609	578	661	612	612
411-534-54500 INSURANCE	25,689	33,331	33,481	39,741	35,104
411-534-54600 REPAIRS & MAINTENANCE	-	-	67	500	500
411-534-54610 MAINT AGREEMENTS	4,928	5,499	6,280	5,960	6,416
411-534-54655 REP & MAINT TRKS & EQ	34,524	35,156	17,717	26,000	26,000
411-534-55200 OPERATING SUPP & EXP	6,098	7,191	2,378	6,500	6,750
411-534-55211 FUEL EXPENSE	41,456	35,869	30,402	35,000	52,800
411-534-55212 BOOT ALLOWANCE	624	445	625	625	625
411-534-55265 DUMPSTERS EXPENSED	30,540	27,449	28,014	30,000	30,000
411-534-55400 BOOKS, PUB & ED	-	1,871	-	3,133	4,633
TOTAL OPERATING EXPENSE	480,727	510,916	460,096	472,271	497,678
CAPITAL EXPENSE					
411-534-56400 CAPITAL- MACH & EQUIP	322,393	357,631	10,119	15,375	-
411-534-56440 CAPITAL- VEHICLES	-	-	-	-	-
TOTAL CAPITAL EXPENSE	322,393	357,631	10,119	15,375	-
OTHER USES					
411-534-59100 TRANSFER TO GF	417,300	511,834	544,372	609,256	611,443
411-534-59900 CONTINGENCY	-	-	54,151	26,438	42,260
TOTAL OTHER USES	417,300	511,834	598,522	635,693	653,704
TOTAL SANITATION EXPENSES	**1,523,632**	**1,706,743**	**1,405,564**	**1,485,000**	**1,510,000**

CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, June 08, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Nadaskay called meeting to order @ 6:01pm

ROLL CALL

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

STAFF
Olivia Minshew, City Manager
John Eason, Deputy City Manager
Sandee Braxton, Finance Director-Assistant City Manager
Melodie D. Kincaid, Deputy City Clerk
Ward Grimes, Director of Project Management and Procurement
Jessica Newman, CRA Director
Kyle Long, Community Development Director
Mr. Braddock, Director of Support Services & Internal Auditing
Ron Curtis, City of Wauchula Chief of Police
Kristie Hatcher-Bolin, City Attorney

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

1. Minutes for 5/4/2026 Commission Workshop and 5/11/2026 Commission Meeting

   Recommended Action: Commission's Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

None at this time

PRESENTATIONS

2. Proposed Constitutional Amendment - Kathy Crawford, Hardee County Property Appraiser

   Kathy Crawford of Hardee County Property Appraiser
   presented Florida Legislature passes historic $250k increased from $50k property tax assessment
   Exemption - the Amendment Benefits were read

   Crawford discussed where the impacts will be, who qualifies, etc.
   She read the constitutional amendment that will take effect Jan 1, 2027

   The exemption applies to Non-school levies only, school board ad valorem taxes are not affected.

   There are 2 categories of "residents" - Longtime Florida Residents and New Florida residents

   Restrictions on the uses of Ad Valorem Tax, The amendement required cities and counties to use property tax revenue for these critical functions; Public Safety, Education, Infrastructure, Government Operations

   Small Businesses, limiting assessment increases, current law is 10%, new amendment assessment capped at 5% annually beginning Jan 1, 2027

   Measure will appear on the ballot Nov 2026

   Presented 2025 Taxable Value, Homestead Value/Non-Homestead Real Property and Tangible

   Crawford spoke on some standard Q & A's

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-10 PUD for Sheriff's Office Complex & Detention Facility - First Reading

   Recommended Action: Commission's Discretion

   Hatcher-Bolin read ordinance 2026-10 by title only.

   Marisa Barmby - Central Florida Regional Planning Council
   Barmby provided the staff report and reviewed the proposed master development plan.

   Lunz group provided answers to the boards concerns.

   Barmby reviewed the PUD conditions with the Commission and provided landscape standards and buffer requirements.

   Miller has concerns about landscaping and lighting
   Barmby went over Public Facilities and Service Analysis. to be reviewed and voted on

by Planning and Zoning Board Meeting Monday June 15, 2026

The following conditions were asked to be approved by the Commission:
Condition 4 – 50% recreation shall not be provided
Condition 6(C) - Eastern boundary Buffer Yard D, 30' wide with 8 tree and 12 shrubs per 100 Condition 7 – opaque fence shall be 12-20' tall and will allow razor wire
Condition 12 – Lighting will be minimized to the greatest extent possible to limit impacts on surround properties.

Motion made by Albritton to approve Ordinance 2026-10 on first reading with the above conditions. Motion seconded by Commissioner Smith.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

Public Comments
Mark Gilliard - 932 Heard bridge Rd
Gilliard shared concerns specific about lighting and buffering.

Sheriff Crawford was present and shared his thoughts regarding this project.

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

GENERAL PENSION BOARD AGENDA

4. Approval of Minutes for 4/13/2026 General Pension Board Meeting

   Recommended Action: Board's Approval

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

5. Ordinance 2026-11 Cost of Living Adjustment for Retirees - First Reading

   Recommended Action: Board's Discretion

   Hatcher-Bolin read the ordinance by title only.

   Braxton explained the request to authorize a one-time 3% cost of living increase for eligible retirees.

   Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

6. Pension Quarterly Financial Update

   Recommended Action: Board's Approval

   Braxton presented the quarterly financial report.

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

7. Approve Expected Rate of Return of Pension Fund

   Recommended Action: Board's Approval

   Braxton addressed the Board and requested to keep the 6.75% expected rate of return.

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

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

8. Accept General Pension and OPEB Valuations

   Recommended Action: Board's Approval

   Braxton presented the report to the Board.

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

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

9. Approval of General Pension Board Actions

   Recommended Action: Commission's Approval

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

CITY MANAGER / NON-CONSENT

10. Power Cost Adjustment

    Minshew presented the May power cost adjustment.

11. Consideration re Flooring at the Train Depot

    Recommended Action: Commission's Discretion

    Krystin Chapman, President of the Hardee County Chamber presented materials for the proposed flooring at the Wauchula Train Depot

    S. Albritton requested a vote to keep existing floor and fix what needs to be fixed.

    Motion to approve by R. Smith
    Second by G. Smith
    Likes the smooth image
    Nadaskay doesn't like what R. Smith and G. Smith agreed on

    Voting on smooth floor image
    A. Miller, no
    R. Smith, yes
    Nadadasky, no
    G. Smith, yes
    S. Albritton, no
    Did not pass

    S. Albritton made a motion to move this item to July and get more discussion from Historic Preservation Office
    Second - None

    A. Miller motioned to approve the image with clean surface with mild lines
    Second - None

    G. Smith made a motion to go with first image
    Second by R. Smith

    A. Miller, yes

R. Smith, yes
Nadaskay, no
S. Albritton, no
G. Smith, yes
The Board Agreed and passed on the first image

Nadaskay recessed the Commission meeting at 9:01pm

Nadaskay reconvened the Commission meeting at 9:10pm

12. Orange Data - Service Agreement for Lien Search

    Recommended Action: Commission's Discretion

    David Jones with Orange Data was present via Zoom
    O. Minshew presented the agreement that would allow a third-party company to perform lien search requests on behalf of the City.

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

13. ITB 26-01 Award Recommendation

    Recommended Action: Commission's Discretion

    J. Eason presented the recommendation to award for the Design/Build 10-Unit T-Hangers project to EO Koch Construction.

    Nadaskay declared a voting conflict.

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

14. ITB 26-04 Southwest Area Elevated Tower and Water Line Project

    Recommended Action: Commission's Discretion

    J. Eason presented the bid documents for this project.

    Previous approval was to obtain the lease agreement that was agreed 25 yrs @ $10/yr for the first term.
    Council reviewed and made red line changes. The red-line changes are still incorporated in the document, because the consulting engineer has the original document to make those changes, updating the file then it will be ready to go out to bid They are holding because the lead engineer is currently not available, they want him to be present
    J. Eason requested board to approve the BID docs with red-lines changes as recommended by council and staff

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

CONSENT AGENDA

15. RFI 26-01 Potential Sites for Senior Center
16. ITB 26-02 Award Recommendation

17. Resolution 2026-12 Wauchula Deepwell Potable Water and Fire Safety Improvements
18. Schedule the Budget Workshop for July 6, 2026 at 4:00 pm
19. Cancel September Workshop - Labor Day

    Recommended Action: Commission's Approval on Items 15-19

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

CITY ATTORNEY REPORTS

None at this time

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

None at this time

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

20. Approval of Minutes for 5/4/2026 CRA Workshop, and 5/11/2026 CRA Meeting

    Recommended Action: Board’s Approval

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

21. CRA RFQ 26-02 Construction Manager at Risk Services

    Recommended Action: Board's Discretion

    Newman presented the bid documents for the life safety phase of auditorium renovations.

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

22. CRA RFP 26-02 Permanent Outdoor Sound System

    Recommended Action: Board's Approval

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

23. Acknowledgement of Using CRA Funds for Hogan St Extension Project (Up to $100,000.00)

    Recommended Action: Board's Approval

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

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

24. Approval of CRA Board Actions

    Recommended Action: Commission’s Approval

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 9:25 pm.

ORDINANCE 2026-11

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO THE CITY OF WAUCHULA PENSION PLAN (THE "PLAN"); AUTHORIZING A ONE-TIME COST-OF-LIVING INCREASE FOR RETIREES UNDER THE CITY OF WAUCHULA PENSION PLAN PURSUANT TO ARTICLE VII, SUBSECTION (a)(5) OF THE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Wauchula, Florida (the "City") maintains the Plan for the benefit of its Employees, which has been amended on various occasions; and

WHEREAS, Article VII, subsection (a)(5) of the Plan authorizes the City Commission to periodically authorize by ordinance cost-of-living increases in benefits paid to retirees under the Plan, provided such increase does not exceed the limitations established therein; and

WHEREAS, the last cost-of-living increase authorized pursuant to Article VII, subsection (a)(5) of the Plan became effective on June 10, 2024; and

WHEREAS, the City Commission desires to authorize a one-time three percent (3%) cost-of-living increase for eligible retirees receiving benefits under the Plan effective October 1, 2026; and

WHEREAS, the Plan actuary has certified that the cost-of-living increase can be funded on a sound actuarial basis without increasing the level of contributions to the Plan;

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

SECTION 1. AUTHORIZATION OF COST-OF-LIVING INCREASE. Pursuant to Article VII, subsection (a)(5) of the City of Wauchula Pension Plan, the City Commission hereby authorizes a one-time three percent (3%) cost-of-living increase for all retirees and beneficiaries receiving benefits under the Plan as of October 1, 2026.

SECTION 2. CONFLICTS. All Ordinances or parts of ordinances in express conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any word, sentence, clause, phrase, or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

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

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

(SEAL)

ATTEST:

_____
Stephanie Camacho, City Clerk

CITY OF WAUCHULA, FLORIDA

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

_____
Kristie Hatcher-Bolin, City Attorney

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the 14th day of September, 2026; that the first reading of said ordinance was held on the 8th day of June, 2026; that the public hearings were held on the 8th day of June, 2026; and on the 14th day of September, 2026; and that the second and final reading of said ordinances was held on the 14th day of September, 2026.

_____
Stephanie Camacho, City Clerk

CITY OF WAUCHULA PENSION PLAN

IMPACT STATEMENT FOR ORDINANCE 2026-11

PART ONE: CERTIFICATION OF THE PLAN ADMINISTRATOR

I have enclosed a copy of Ordinance 2026-11 of the City of Wauchula, which ordinance makes the following changes to the City of Wauchula Pension Plan as of October 1, 2026:

> *Provides a one-time 3% cost-of-living increase to individuals who retired on or before October 1, 2026.*

The plan's enrolled actuary, Charles T. Carr of Southern Actuarial Services Company, Inc., was provided with a copy of the ordinance. In addition, the described plan changes meet the requirements of Part VII, Chapter 112, Florida Statutes, and Section 14, Article X of the State Constitution.

_____

Chairman, Board of Trustees

PART TWO: CERTIFICATION OF THE ENROLLED ACTUARY

Chapter 112 requires disclosure of the effect of changes in assumptions, methods, and plan provisions on certain liabilities. I have determined the impact of Ordinance 2026-11 based on the October 1, 2025 actuarial valuation. If the ordinance had been effective as of October 1, 2025, the estimated annual contribution required from the City for the 2026/27 fiscal year would increase by $36,794. As a percentage of payroll, the ordinance increases the City's minimum required contribution by 0.95% from 3.64% to 4.59%.

The following table sets forth the required disclosures in connection with the plan changes which have been described above:

City of Wauchula Pension Plan
Impact Statement for Ordinance 2026-11

(continued)

	As of October 1, 2025 (Old Plan Provisions)	As of October 1, 2025 (New Plan Provisions)
Present value of future expected benefit payments:		
for active members:		
retirement benefits	$ 14,657,433	$ 14,657,433
vesting benefits	627,465	627,465
disability benefits	455,987	455,987
death benefits	574,587	574,587
return of contributions	592,167	592,167
sub-total	$ 16,907,639	$ 16,907,639
for terminated vested members	$ 1,884,248	$ 1,884,248
for members due a refund	$ 56,987	$ 56,987
for retired members and beneficiaries:		
non-disabled rets. & benf.	$ 10,816,201	$ 11,140,687
disabled retirees	200,387	206,399
sub-total	$ 11,016,588	$ 11,347,086
total	$ 29,865,462	$ 30,195,960
Entry age actuarial accrued liability:		
for active members:		
retirement benefits	$ 8,116,615	$ 8,116,615
vesting benefits	334,551	334,551
disability benefits	206,838	206,838
death benefits	216,580	216,580
return of contributions	320,784	320,784
sub-total	$ 9,195,368	$ 9,195,368
for terminated vested members	$ 1,884,248	$ 1,884,248
for members due a refund	$ 56,987	$ 56,987
for retired members and beneficiaries:		
non-disabled rets. & benf.	$ 10,816,201	$ 11,140,687
disabled retirees	200,387	206,399
sub-total	$ 11,016,588	$ 11,347,086
total	$ 22,153,191	$ 22,483,689
Actuarial value of assets	$ (25,361,266)	$ (25,361,266)
Unfunded actuarial accrued liability	$ 0	$ 0

City of Wauchula Pension Plan
Impact Statement for Ordinance 2026-11

(continued)

	As of October 1, 2025 (Old Plan Provisions)	As of October 1, 2025 (New Plan Provisions)
Actuarial present value of accrued benefits:		
for active members:		
retirement benefits	$ 5,363,478	$ 5,363,478
vesting benefits	252,245	252,245
disability benefits	246,788	246,788
death benefits	172,094	172,094
return of contributions	265,363	265,363
sub-total	$ 6,299,968	$ 6,299,968
for terminated vested members	$ 1,884,248	$ 1,884,248
for members due a refund	$ 56,987	$ 56,987
for retired members and beneficiaries:		
non-disabled rets. & benf.	$ 10,816,201	$ 11,140,687
disabled retirees	200,387	206,399
sub-total	$ 11,016,588	$ 11,347,086
total	$ 19,257,791	$ 19,588,289
Present value of active members':		
Future salaries	$ 36,598,652	$ 36,598,652
Future contributions	$ 3,659,867	$ 3,659,867
Present value of future contributions from the City and State	$ 1,484,805	$ 1,484,805
Total annual compensation (FY 26/27)	$ 3,900,189	$ 3,900,189
Estimated minimum required contribution for the 2026/27 fiscal year:		
Annual normal cost	$ 85,125	$ 118,446
Expected expenses	64,573	64,573
Interest adjustment	(7,657)	(4,184)
Total	$ 142,041	$ 178,835
% of payroll	*3.64%*	*4.59%*

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

Respectfully submitted,

Charles T. Carr

Charles T. Carr, A.S.A.
Consulting Actuary
Enrolled Actuary No. 26-04927

August 14, 2026

126 S. 7th Ave
Wauchula, Fl 33873

(863) 773-3131
(863) 773-0773 Fax

September 14, 2026

GENERAL EMPLOYEE PENSION AND
OTHER POST-EMPLOYMENT BENEFITS (OPEB) FUND
MEETING DURING REGULAR COMMISSION MEETING BEGINNING AT 6:00 PM
225 E MAIN STREET, WAUCHULA, FL

4th QUARTER MEETING FOR FY 2025 - 2026

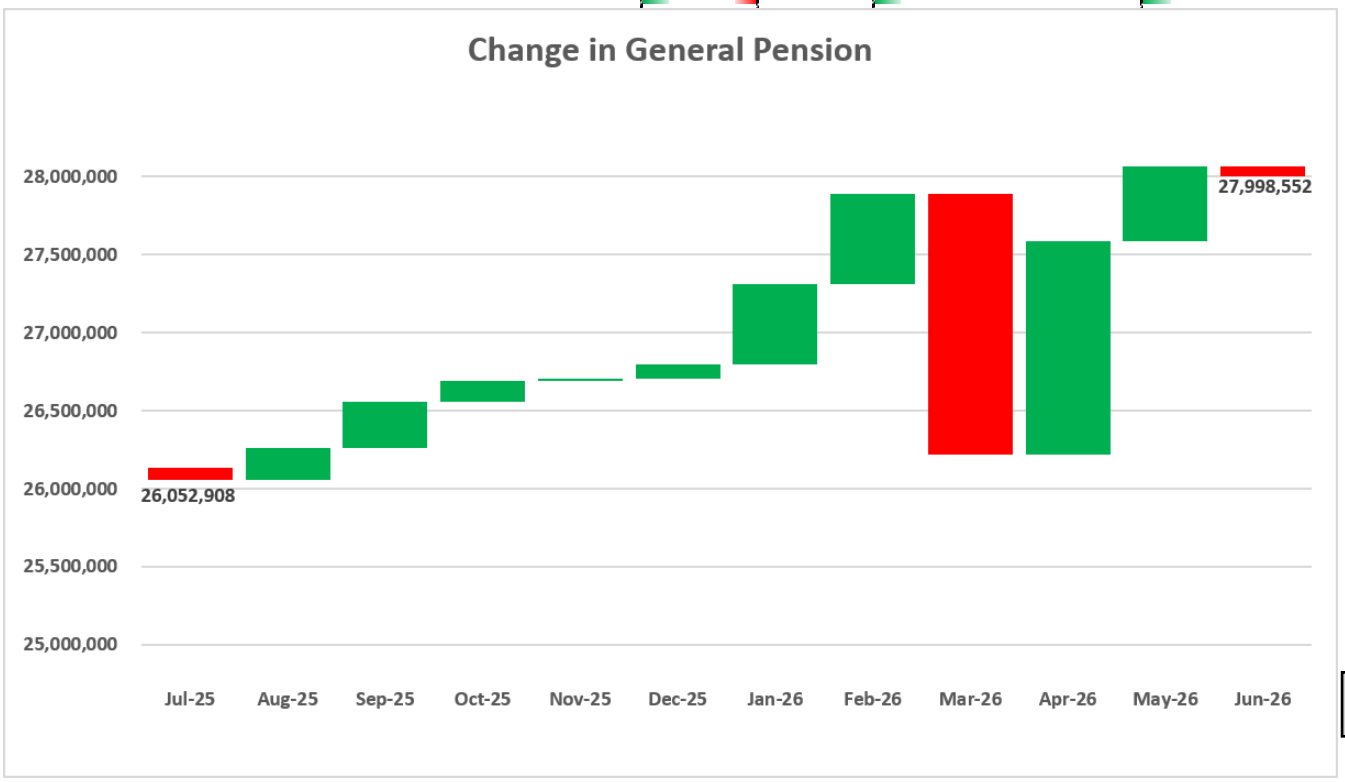
REVIEW OF FUND ACTIVITY

General Employee Pension Fund Reporting through Quarter 3 2025-2026

	CONTRIBUTIONS	EARNINGS/LOSSES	DISTRIBUTIONS	FEES PAID	TOTAL	BALANCE
1st Quarter	197,212	320,445	(264,060)	(12,978)	240,618	26,799,618
2nd Quarter	222,747	(441,951)	(347,798)	(10,769)	(577,771)	26,221,847
3rd Quarter	185,482	1,897,767	(269,773)	(36,801)	1,776,675	27,998,522
4th Quarter						27,998,522
Total	605,440	1,776,261	(881,631)	(60,548)	1,439,522	

RATE OF RETURN

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
Cash	0.97%	0.00%	0.00%		0.00%
Broad Market HQ Bond Fund	1.17%	-0.08%	0.35%		1.44%
Large Cap Equity	2.59%	-4.37%	15.10%		12.92%
Diversified Small to Mid Cap Portfolio	-0.67%	-4.37%	15.11%		12.93%
International Equity Porfolio	1.31%	-0.23%	12.46%		13.66%
Core Plus Fixed Income Fund	1.26%	-0.04%	1.50%		2.73%
Core Real Estate	-0.38%	1.00%	0.67%		1.30%
Total Portfolio	1.21%	-1.68%	7.24%		6.71%

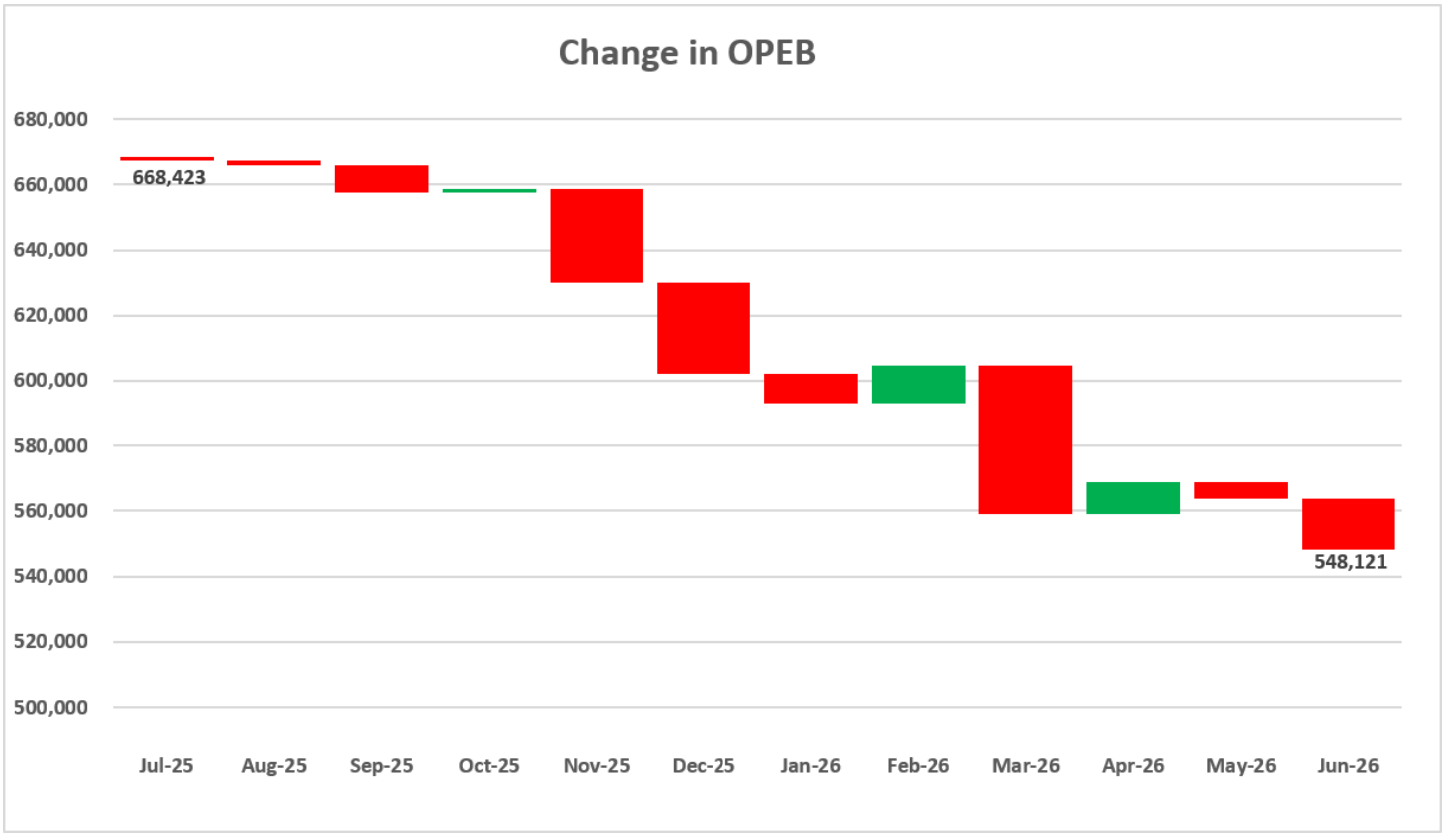


Other Post-Employment Benefits Fund Reporting through Quarter 3 2025-2026

	CONTRIBUTIONS	EARNINGS/LOSSES	DISTRIBUTIONS	FEES PAID	TOTAL	BALANCE
1st Quarter	-	8,045	(62,784)	(664)	(55,403)	602,195
2nd Quarter		(6,771)	(30,192)	(6,151)	(43,113)	559,082
3rd Quarter		34,467	(45,288)	(140)	(10,961)	548,121
4th Quarter					-	548,121
Total	-	35,741	(138,264)	(6,955)	(109,477)	

RATE OF RETURN

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
Cash	0.97%	0.00%	0.00%		0.00%
Broad Market HQ Bond Fund	1.17%	-0.08%	0.35%		1.44%
Large Cap Equity	2.59%	-4.37%	15.09%		12.91%
Diversified Small to Mid Cap Portfolio	-0.67%	-4.37%	15.11%		12.93%
International Equity Porfolio	1.31%	-0.23%	12.46%		13.66%
Core Plus Fixed Income Fund	1.26%	-0.04%	1.50%		2.73%
Core Real Estate	-0.38%	1.00%	0.67%		1.30%
Total Portfolio	1.24%	-1.31%	6.21%		6.12%



Plan Information for Quarter Ending

June 30, 2026

Wauchula Police Officers

FMPTF
FLORIDA MUNICIPAL PENSION TRUST FUND

Beginning Balance	$4,384,210.93
Contributions	$0.00
Earnings	$317,629.48
Distributions	($257,093.97)
Expenses	($2,630.53)
Other	$0.00
Ending Balance	$4,442,115.91

Cash	$31,094.81	0.7%
Broad Market HQ Bond Fund	$626,338.34	14.1%
Core Plus Fixed Income	$630,780.46	14.2%
Diversified Large Cap	$1,186,044.95	26.7%
Diversified Small to Mid Cap	$577,475.07	13.0%
International Equity	$919,517.99	20.7%
Core Real Estate	$470,864.29	10.6%

301 S. Bronough Street
P.O. Box 1757
Tallahassee, FL 32302
(800) 342 - 8112

Wauchula Police Officers

FLORIDA MUNICIPAL PENSION TRUST FUND

Plan Account Statement for 04/01/2026 to 06/30/2026

Beginning Balance	Contributions	Earnings/(Losses)	Distributions	Fees / Req. / Exp.	Other	Ending Balance
$4,384,210.93	$0.00	$317,629.48	($257,093.97)	($2,630.53)	$0.00	$4,442,115.91

Transaction Detail

Contributions

Contribution Detail

Date	Payroll Ending	Employer	EE Pre-Tax	EE After-Tax	State Excise	Subtotal
Total						$0.00

Rollover Detail

Date	Participant	EE Pre-Tax Rollover	EE After Tax Rollover	Total
Total				

Fees, Requisitions and Expenses

Date	Req. Num	Description	Amount
04/01/2026	R-2026-Qrtrly2-070	VENDOR: FMPTF/ DETAIL: 03/31/2026 Quarterly Fees	($2,630.53)
Total			($2,630.53)

Other

Date	Description	Amount
Total		$0.00

Earnings / (Losses)

Date	Amount
04/30/2026	$231,021.83
05/31/2026	$92,539.82
06/30/2026	($5,932.17)
Total	$317,629.48

Distributions

Lump Sum Detail

Date	Participant	Type	Amount
05/15/2026	Mark A. Willis	Lump Sum - Rollover	($133,868.26)
05/22/2026	Richard L. Wyatt	Lump Sum	($123,225.71)
Total			($257,093.97)

Recurring Payment Detail

Date	Participant	Amount
Total		$0.00

Florida Municipal Pension Trust Fund – DB 60% Equity Allocation

Executive Summary

As of June 30, 2026

DB 60% Equity Allocation

- Investors welcomed progress towards fully reopening the Strait of Hormuz with the signing of the U.S.-Iran memorandum of understanding in June. Oil prices returned to near pre-war levels following the de-escalation, and forward inflation expectations declined. In Kevin Warsh's first meeting as chair on June 17th, the Fed held rates steady at 3.50% - 3.75% in a unanimous vote and pared back its statement to remove the prior bias toward cuts. Equities turned choppier in June as a rotation out of crowded AI and technology leaders pressured the major indices, but equities overall wrapped up an exceptional first half of 2026. The US Treasury yield curve flattened in June, and credit spreads widened amid high issuance but remain near historical tights. Core real estate returns stayed consistent in early 2026, with returns continuing to be primarily income-based as appreciation remains flat. The 60% Equity Allocation trailed the Target Index in the second quarter, up 7.2% versus up 9.9%.
- This allocation has earned a 9.9% return over the past year and risen 10.6% over the past 3 years.
- Over the past 10 years, this allocation is up 8.2% on average annually. While this performance is slightly behind the target index (up 8.8%) the risk-controlled nature of many of the underlying strategies are designed to provide downside protection should the markets continue to moderate or decline.

FMIvT Broad Market High Quality Bond Fund

- The Broad Market High Quality Bond Fund slightly trailed the Bloomberg US Aggregate A+ Index in the second quarter, up 0.4% vs. up 0.5%. The Fund's high quality bias and lack of exposure to the lower quality corporates dragged on the performance in the quarter. Over the past 10 years, the Fund has achieved over 30 basis points of excess return on average annually relative to the benchmark.
- The portfolio's conservative risk profile and high quality bias are in line with the objectives for this fund. This bias has rewarded investors in the form of a more favorable relative risk-adjusted return comparison over the long-term.

FMIvT Core Plus Fixed Income Fund

- The Core Plus Fixed Income Fund outpaced the Bloomberg Multiverse in the second quarter, up 1.6% vs. up 1.0%. Relative overweights to industrials and financials were the primary contributors. Security selection within industrials as well as a structural underweight to treasuries proved to be additive in a quarter where spread sectors broadly outperformed. The fund has outpaced the benchmark by over 500 basis points over the past year and ranks in the top 38th percentile of its peer group of global unconstrained fixed income managers.
- In the10 years since inception, the Core Plus Fixed Income Fund has posted absolute returns of 3.1% on average annually, ahead of the benchmark (up 0.6%).

FMIvT Diversified Large Cap Equity Portfolio

- At the end of third quarter 2025 the decision was made to transition the Fund's allocation to 100% to the SSgA S&P 500 Fund. The assets from the Hotchkis & Wiley Diversified Value Fund and the Atlanta Capital High Quality Growth Fund were transferred to a transition account at Northern Trust at the end of September and were fully invested in the SSgA S&P 500 Fund on 10/1/2025. This fund provides investors with passive exposure to the US large cap equity marketplace.
- US large cap equities rebounded from the first quarter headwinds, with the strategy matching the performance of the S&P 500 in the second quarter, both rising 15.2%. AI momentum continued to push them to new highs despite geopolitical turmoil. Earnings estimates have trended higher, with the S&P 500's second quarter earnings growth rate currently estimated at 23.1%, up from 18.8% on March 31st, though the growth is concentrated in the energy and information technology sectors.
- The Diversified Large Cap Equity portfolio has achieved a 14.4% return on average annually over the past 7 years.

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Florida Municipal Pension Trust Fund – DB 60% Equity Allocation

Executive Summary

As of June 30, 2026

FMIvT Diversified Small to Mid Cap Equity Fund

- The Diversified Small to Mid Cap Equity Fund trailed the benchmark in the second quarter, up 5.1% vs. up 20.6%, as lower quality factors like high beta, smaller size, and companies with negative earnings outperformed. The portfolio's lack of AI-related technology holdings and AI-adjacent industrial stocks accounted for a large portion of the underperformance. Despite the near-term difficulties for the Fund, it has risen 8.1% on average annually over the last 7 years.
- This strategy has generated very strong results over the past 10 years, rising 10.7% on average annually.

FMIvT International Equity Portfolio

- The FMIvT International Equity Portfolio modestly trailed the MSCI ACWI ex-US Net benchmark in the second quarter, up 12.6% vs. up 14.5%). Stock selection in the information technology sector was the biggest detractor, with the funds underweight position to SK Hynix as the company crossed the $1T market capitalization threshold being the main drag on performance. Despite the headwinds, the Portfolio has risen 20.6% over the past year, and has outperformed the benchmark over the last 10 years.
- This strategy is intended to provide strong diversification across the broad spectrum of equity markets outside the US, with exposure to both developed and emerging markets.

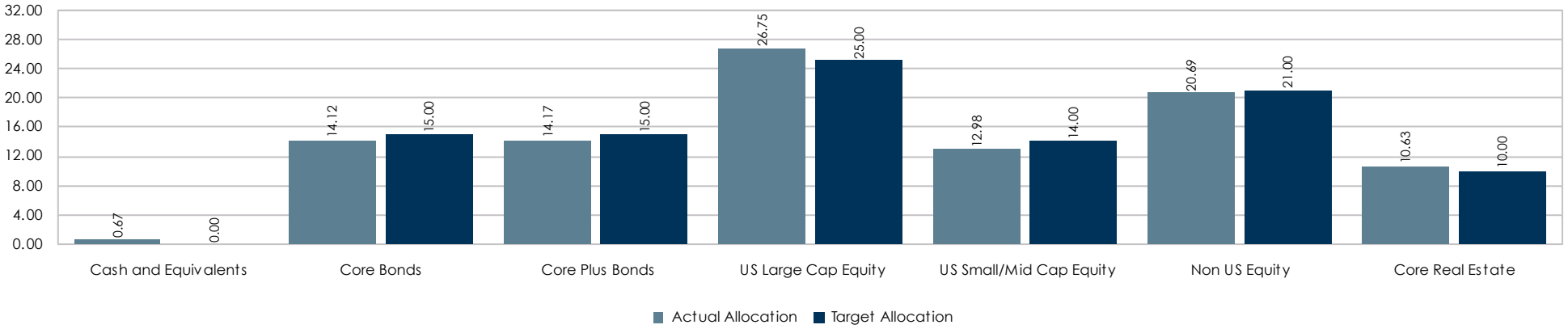
FMIvT Core Real Estate Portfolio

- A $50 million contribution was made to the portfolio in the first quarter of 2026, and the total commitment has been increased to $150 million.
- Core real estate returns stayed consistent in early 2026, with returns continuing to be primarily income-based as appreciation remains flat. The office sector's stabilization from its trough continued as it performed in-line with the broader index. The elimination of near-term rate cut expectations represents a headwind for the sector, as higher-for-longer financing costs weigh on valuations. The FMIVT Core Real Estate portfolio (up 3.7%) outperformed the benchmark (up 3.6%) over the past year.
- The portfolio has outperformed the NFI ODCE Net benchmark over the past 5 years and has achieved over 250 basis points of excess return on average annually over the benchmark over the past 7 years.

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Total Portfolio

For the Period Ending June 30, 2026

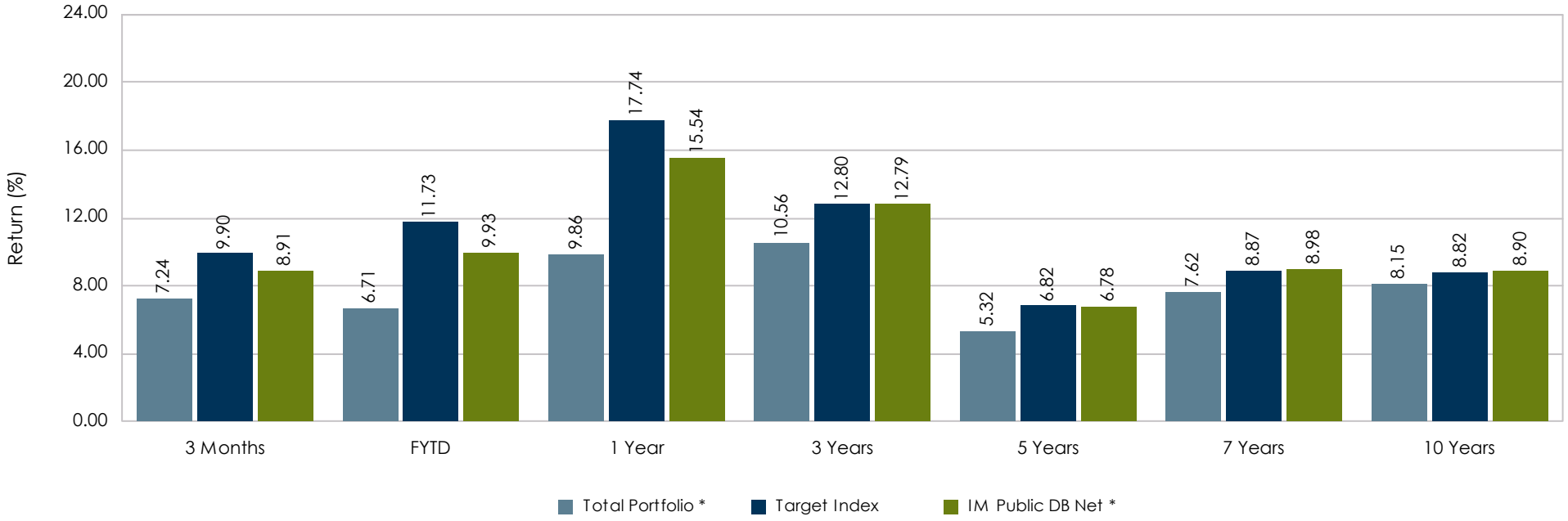


	Market Value ($000s)	Actual Allocation (%)	Target Allocation (%)	Over/Under Target (%)
Total Portfolio	**692,309**	**100.00**	**100.00**	
Cash and Equivalents	**4,636**	**0.67**	**0.00**	**0.67**
Fixed Income	**195,903**	**28.30**	**30.00**	**-1.70**
Core Bonds	97,788	14.12	15.00	-0.88
Core Plus Bonds	98,115	14.17	15.00	-0.83
Equity	**418,211**	**60.41**	**60.00**	**0.41**
US Equity	275,003	39.72	39.00	0.72
US Large Cap Equity	185,173	26.75	25.00	1.75
US Small/Mid Cap Equity	89,830	12.98	14.00	-1.02
Non US Equity	143,208	20.69	21.00	-0.31
Core Real Estate	**73,558**	**10.63**	**10.00**	**0.63**

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Total Portfolio

For the Periods Ending June 30, 2026



Ranking	85	93	96	87	90	91	80
5th Percentile	11.10	12.95	19.18	15.21	8.24	10.59	10.37
25th Percentile	9.87	11.14	16.86	13.57	7.46	9.51	9.34
50th Percentile	8.91	9.93	15.54	12.79	6.78	8.98	8.90
75th Percentile	8.01	8.78	13.85	11.48	6.16	8.22	8.22
95th Percentile	5.27	5.94	10.22	9.26	4.54	6.92	7.27
Observations	263	263	263	251	242	231	207

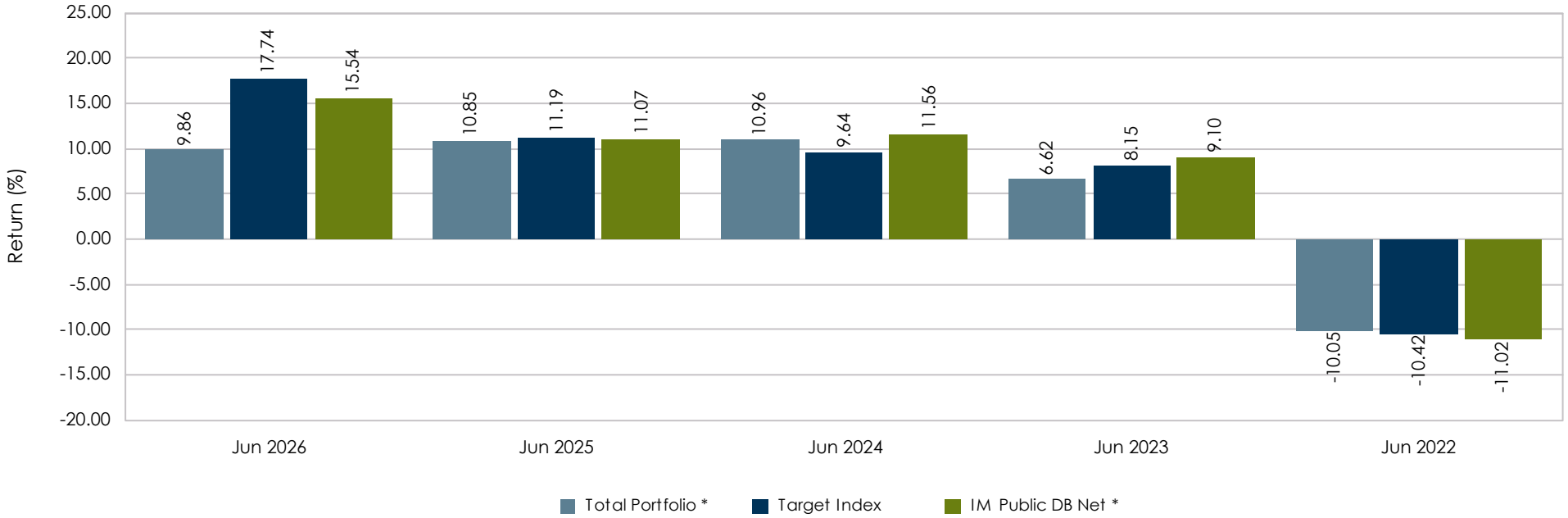
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

** Performance is calculated using net of fee returns.*

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Total Portfolio

For the One Year Periods Ending June



Ranking	96	55	59	91	37
5th Percentile	19.18	12.99	15.78	12.32	-4.42
25th Percentile	16.86	11.85	12.93	10.30	-8.87
50th Percentile	15.54	11.07	11.56	9.10	-11.02
75th Percentile	13.85	9.98	9.83	7.80	-12.92
95th Percentile	10.22	7.65	7.26	5.74	-15.52
Observations	263	595	554	543	585

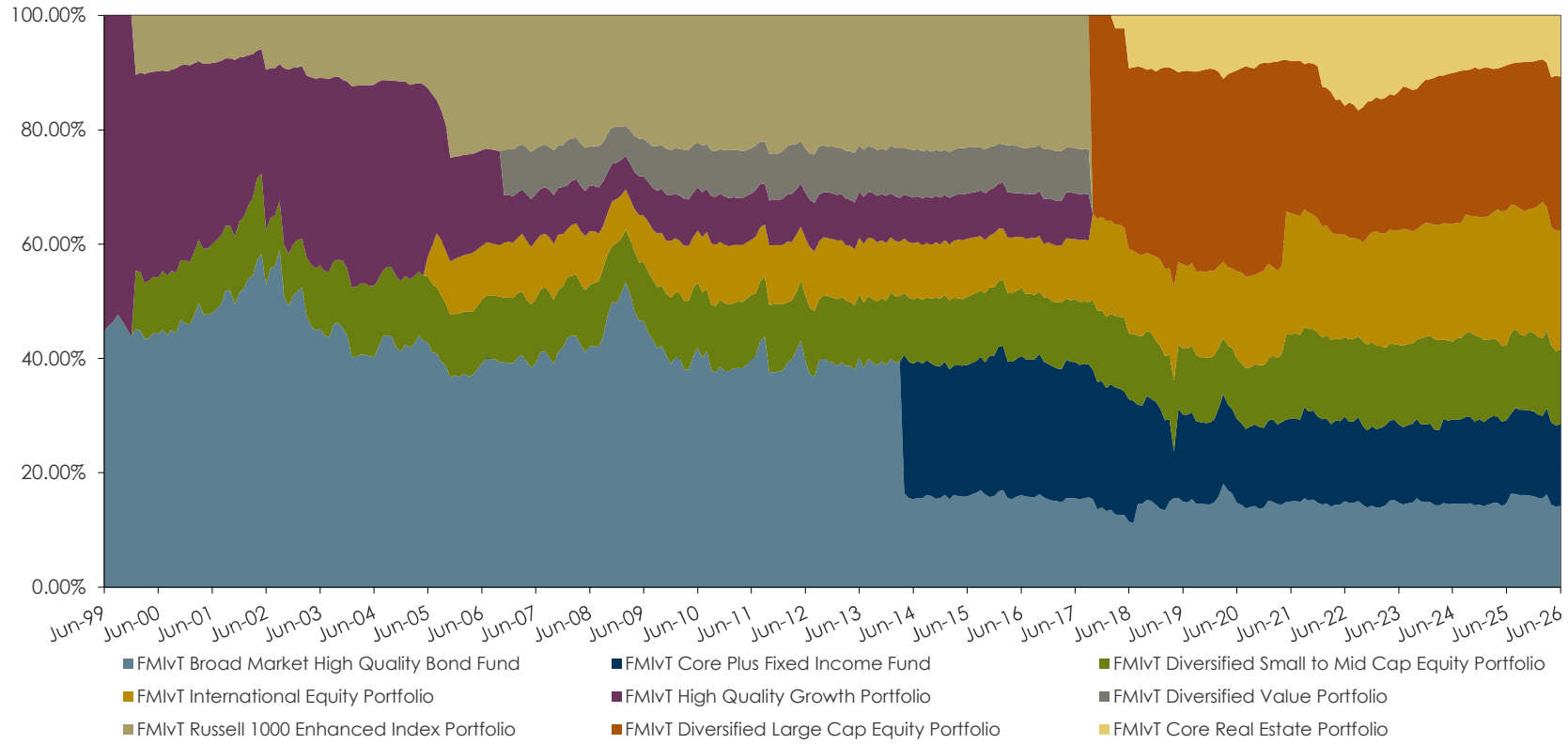
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

** Performance is calculated using net of fee returns.*

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Total Portfolio

Historical Manager Allocation



January 1998: Initial allocation to Broad Market HQ Bond and HQ Growth Equity only.
January 2000: Added exposure to Small Cap markets and passive Large Cap.
February 2004: Increased equity portfolio exposure through reduction in the Broad Market HQ Bond Fund.
May 2005: Added International exposure; increased the Large Core allocation to reduce the Fund's growth bias.
November 2006: Added Large Cap Value allocation to balance the style exposure.
April 2014: Added Core Plus Fixed Income.
October 2017: FMIvT Diversified Large Cap Equity Portfolio was created, which combines the large cap core, value, and growth portfolios.
March 2018: Added Core Real Estate Portfolio.

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Performance vs. Objectives

For the Periods Ending June 30, 2026

	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?
	5 Years					10 Years				
■ The Total Portfolio's annualized total return should exceed the total return of the Target Index.	6.82		5.32 *		No	8.82		8.15 *		No
■ The Total Portfolio's annualized total return should rank at median or above when compared to the IM Public DB Net universe.	6.78 *	50th	5.32 *	90th	No	8.90 *	50th	8.15 *	80th	No

Performance and Statistics are calculated using monthly return data. * Indicates net of fee data.

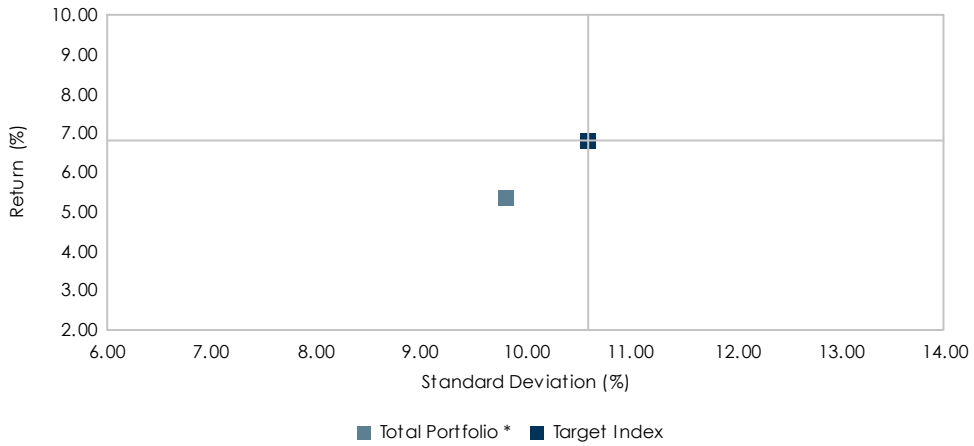
Target Index: Effective April 2021, the index consists of 30.00% Bloomberg US Aggregate, 25.00% S&P 500, 14.00% Russell 2500, 21.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.

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Total Portfolio

For the Periods Ending June 30, 2026

5 Year Risk / Return



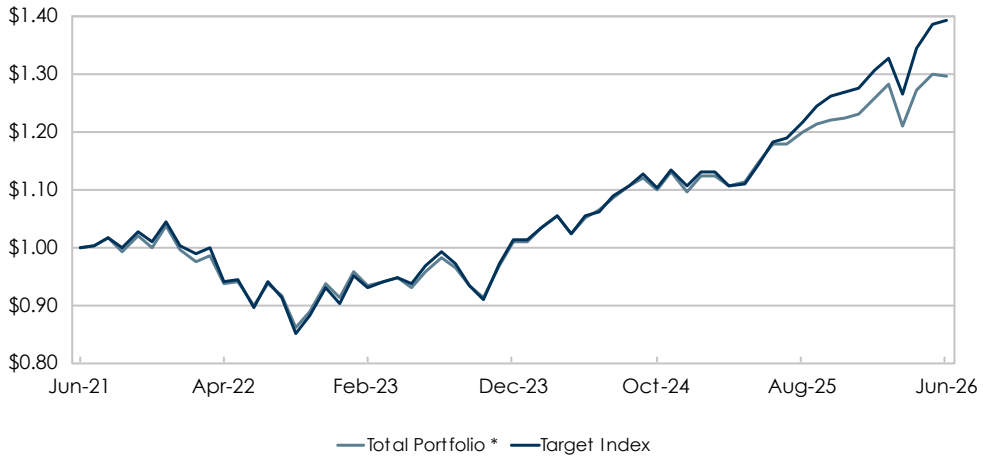
5 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	5.32	6.82
Standard Deviation (%)	9.81	10.60
Sharpe Ratio	0.17	0.30

Benchmark Relative Statistics

Beta	0.92
Up Capture (%)	87.49
Down Capture (%)	95.40

5 Year Growth of a Dollar



5 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	60	60
Highest Monthly Return (%)	6.29	6.79
Lowest Monthly Return (%)	-6.04	-7.00
Number of Positive Months	38	39
Number of Negative Months	22	21
% of Positive Months	63.33	65.00

** Performance is calculated using net of fee returns.*

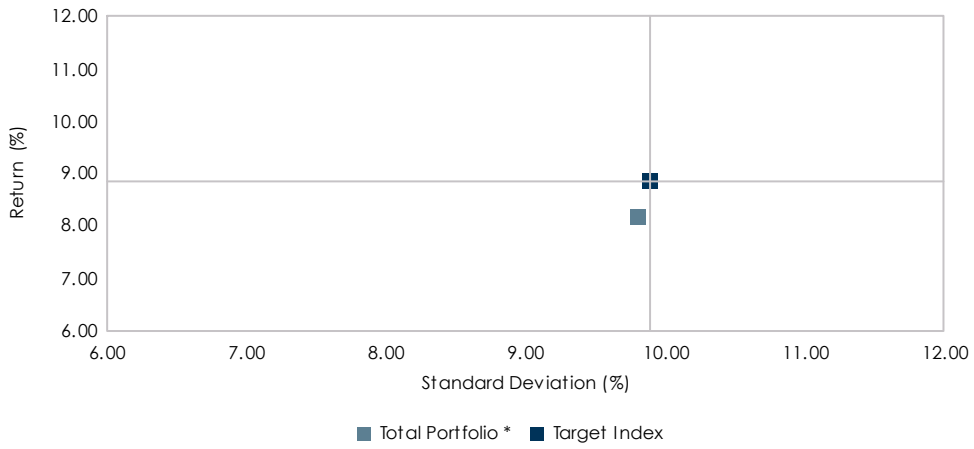
Statistics are calculated using monthly return data.

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Total Portfolio

For the Periods Ending June 30, 2026

10 Year Risk / Return



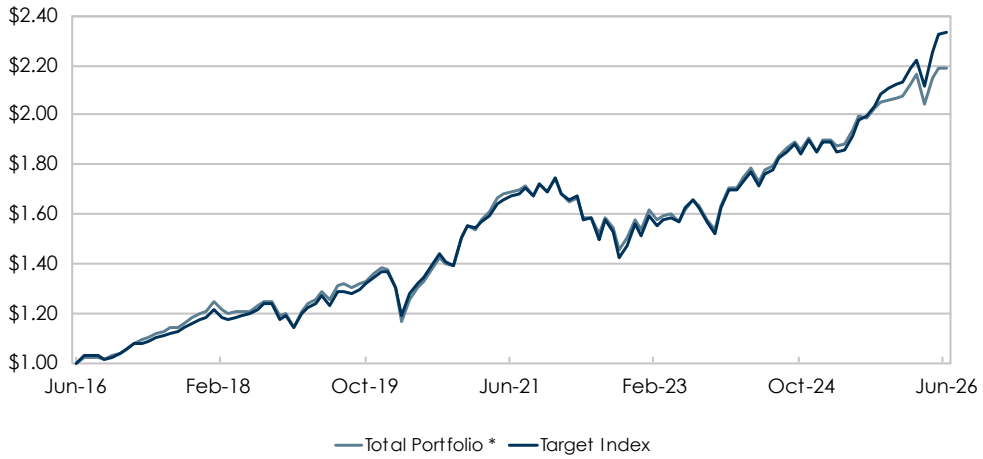
10 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	8.15	8.82
Standard Deviation (%)	9.80	9.89
Sharpe Ratio	0.59	0.66

Benchmark Relative Statistics

Beta	0.98
Up Capture (%)	96.04
Down Capture (%)	99.87

10 Year Growth of a Dollar



10 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	120	120
Highest Monthly Return (%)	8.19	7.83
Lowest Monthly Return (%)	-10.21	-8.86
Number of Positive Months	83	86
Number of Negative Months	37	34
% of Positive Months	69.17	71.67

** Performance is calculated using net of fee returns.*

Statistics are calculated using monthly return data.

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Rates of Return Summary

For the Periods Ending June 30, 2026

	Market Value ($000s)	Actual Allocation (%)	3 Months (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
Total Portfolio * [1]	**692,309**	**100.00**	**7.24**	**6.71**	**9.86**	**10.56**	**5.32**	**8.15**
Target Index [2]			*9.90*	*11.73*	*17.74*	*12.80*	*6.82*	*8.82*
Cash and Equivalents	**4,636**	**0.67**						
FMPTF Operating	**2,512**	**0.36**						
FMPTF Capital City	**2,124**	**0.31**						
Fixed Income	**195,903**	**28.30**						
Core Bonds								
FMIvT Broad Market High Quality Bond Fund *	**97,788**	**14.12**	**0.35**	**1.44**	**3.05**	**3.91**	**0.21**	**1.31**
Bloomberg US Aggregate A+			*0.53*	*1.69*	*3.65*	*3.92*	*0.00*	*1.30*
Core Plus Bonds								
FMIvT Core Plus Fixed Income Fund * [3]	**98,115**	**14.17**	**1.50**	**2.73**	**5.50**	**7.00**	**2.01**	**2.55**
Bloomberg Multiverse			*1.04*	*0.27*	*0.97*	*3.72*	*-1.30*	*0.62*
Equity	**418,211**	**60.41**						
US Equity	**275,003**	**39.72**						
US Large Cap Equity * [4]	**185,173**	**26.75**	**15.10**	**12.92**	**19.95**	**17.62**	**10.12**	**13.84**
Russell 1000			*15.13*	*12.98*	*22.01*	*20.47*	*12.66*	*15.29*
FMIvT Diversified Large Cap Equity Portfolio *	**185,173**	**26.75**	**15.11**	**12.93**	**19.93**	**17.61**	**10.12**	**--**
LC Benchmark [5]			*15.20*	*13.13*	*22.39*	*20.59*	*12.73*	*--*
US Small/Mid Cap Equity								
FMIvT Diversified SMID Cap Equity Portfolio * [6]	**89,830**	**12.98**	**4.94**	**-0.32**	**-3.66**	**5.77**	**4.08**	**10.01**
SMID Benchmark [7]			*20.26*	*25.43*	*36.72*	*18.40*	*8.30*	*12.25*
Non-US Equity								
FMIvT International Equity Portfolio * [8]	**143,208**	**20.69**	**12.46**	**13.66**	**19.85**	**18.14**	**6.88**	**9.97**
MSCI ACWI ex US NetDiv			*14.49*	*19.43*	*27.66*	*18.82*	*8.79*	*9.93*

FYTD: Fiscal year ending September.

** Net of fee return data.*

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Rates of Return Summary

For the Periods Ending June 30, 2026

	Market Value ($000s)	Actual Allocation (%)	3 Months (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
Core Real Estate	**73,558**	**10.63**						
FMIvT Core Real Estate Portfolio * [9]	**73,558**	**10.63**	**0.67**	**1.30**	**2.53**	**0.12**	**3.50**	**--**
NFI ODCE Net			*1.29*	*3.06*	*3.60*	*-1.44*	*1.86*	*3.72*

Notes:

[1] Market values and Total Portfolio performance includes all fees and expenses. Beginning July 2008 and ending September 2010, the net of fee performance includes the impact of securities lending activity, which may increase or decrease the total expenses of the portfolio.

[2] Target Index: Effective April 2021, the index consists of 30.00% Bloomberg US Aggregate, 25.00% S&P 500, 14.00% Russell 2500, 21.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.

[3] The performance inception date of the FMIvT Core Plus Fixed Income Fund is 4/1/2014.

[4] Represents the FMPTF Large Cap Equity Composite net of fees returns.

[5] LC Benchmark: Effective September 2025, the index consists of 100.0% S&P 500.

[6] Custom Index consists of the Russell 2500 beginning June 1, 2010 and prior to that the Russell 2000.

[7] SMID Benchmark: Effective June 2010, the index consists of 100.0% Russell 2500.

[8] Allspring EM was added to the portfolio in October 2017. Portfolio renamed and manager changed in October 2014 and April 2011.

[9] The performance inception date of the FMIvT Core Real Estate Portfolio is 4/1/2018.

FYTD: Fiscal year ending September.

** Net of fee return data.*

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Florida Municipal Investment Trust
Protecting Florida Investment Act - Quarterly Disclosure
As of June 30, 2026

This Disclosure is intended to provide information with respect to Chapter 175 and 185 Police and Fire Plan's required disclosure of direct or indirect holdings in any "scrutinized companies" as defined in the Florida State Board of Administration (FSBA) Global Governance Mandates Quarterly Report for Quarter 2 2026.

It is important to note that individual Police and Fire Plans have no direct interests in any scrutinized companies. Police and Fire Plans hold an interest in the Florida Municipal Pension Trust Fund. It is also important to note that the Florida Municipal Pension Trust Fund has no direct interests in any scrutinized companies as all of its interests are invested in the Florida Municipal Investment Trust.

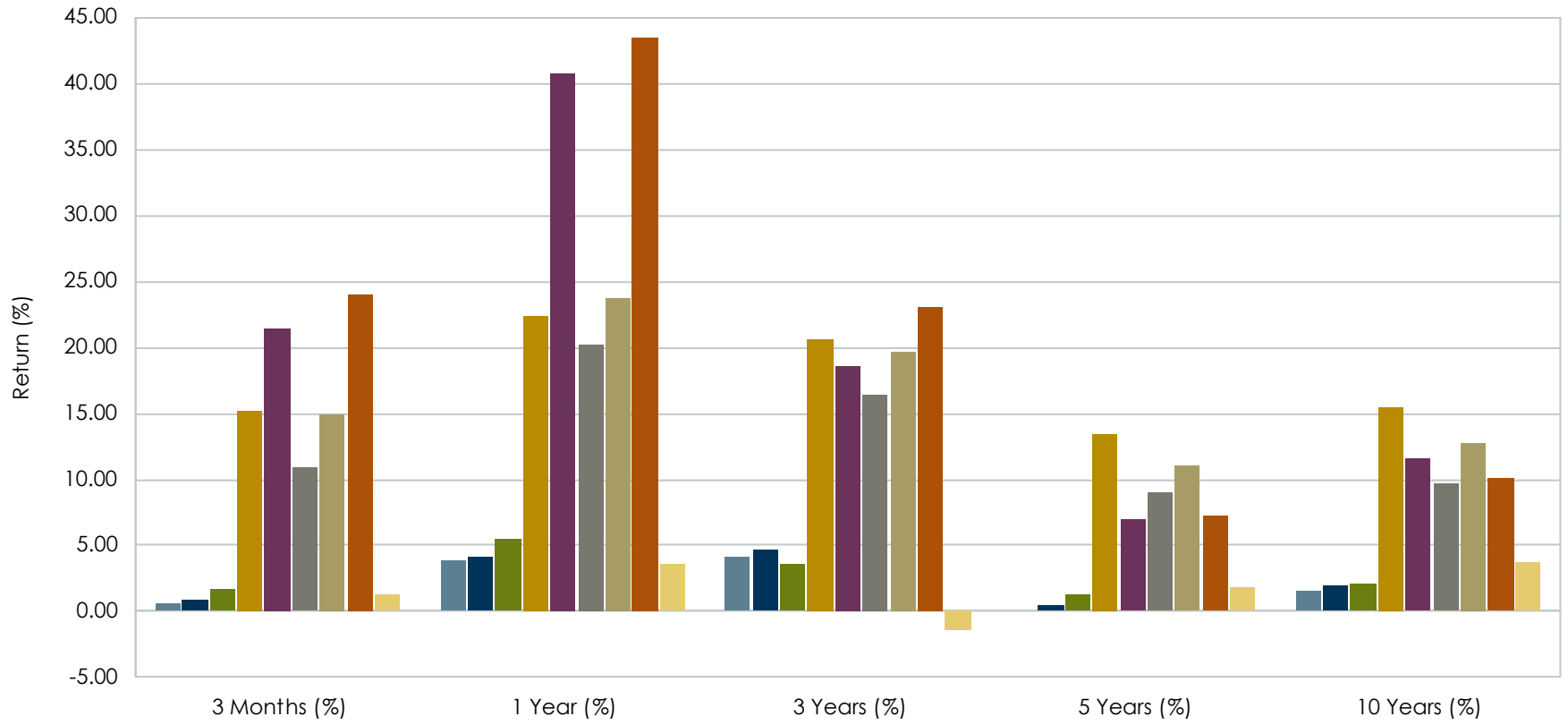
The Florida Municipal Investment Trust is the only entity that could possibly have direct interests in any scrutinized companies. ACG has reviewed the **FSBA Global Governance Mandates Quarterly Report-June 9, 2026** that is available on the Florida SBA website. We have reviewed the list of companies appearing in **Tables 1 and 3- Scrutinized Companies with Activities in Sudan and Iran** and **Table 9 – Scrutinized Companies or Other Entities that Boycott Israel,** and compared these lists to securities of companies held directly by the Florida Municipal Investment Trust. As of 6/30/2026, the Florida Municipal Investment Trust had no direct interest in securities on the above referenced lists.

ACG also requested that investment managers, who manage commingled funds that are owned by the Florida Municipal Investment Trust, review the **FSBA Global Governance Mandates Quarterly Report-June 9, 2026** and disclose whether the Florida Municipal Investment Trust may hold any scrutinized companies indirectly through investment in their respective commingled funds. All managers have confirmed that they do not hold any securities on these lists.

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Market Environment

For the Periods Ending June 30, 2026



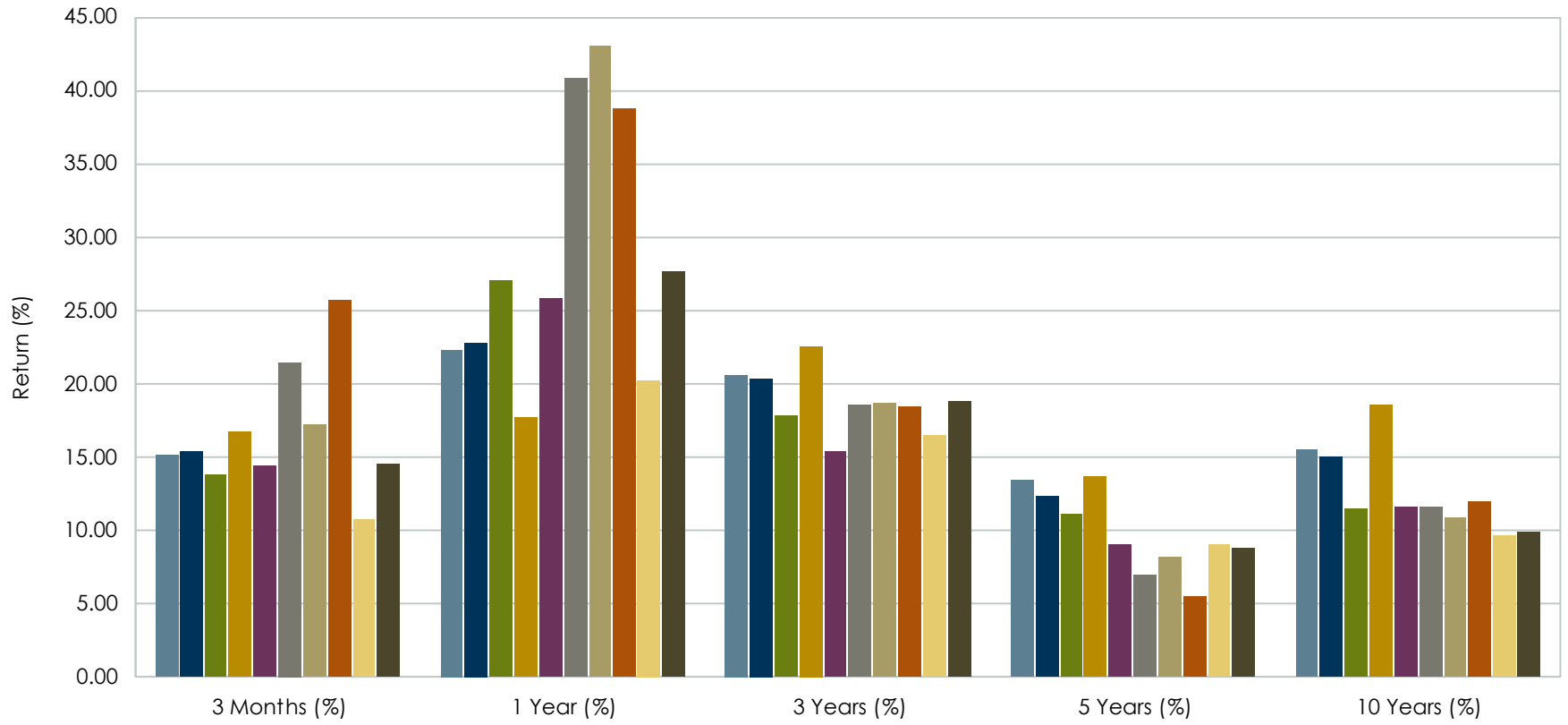
	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
Bloomberg US Aggregate	0.67	3.79	4.16	0.08	1.54
Bloomberg Universal	0.92	4.15	4.70	0.44	1.95
Bloomberg 1-15 Yr Municipal	1.67	5.49	3.60	1.33	2.07
S&P 500	15.20	22.33	20.61	13.41	15.51
Russell 2000	21.49	40.78	18.60	6.99	11.63
MSCI EAFE NetDiv	10.82	20.23	16.44	9.05	9.66
MSCI ACWI NetDiv	14.93	23.67	19.70	10.98	12.78
MSCI EM NetDiv	24.05	43.51	23.03	7.20	10.07
NFI ODCE Net	1.29	3.60	-1.45	1.86	3.72

Source: ACG Research, Bloomberg, Factset.

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Equity Index Returns

For the Periods Ending June 30, 2026



	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
S&P 500	15.20	22.33	20.61	13.41	15.51
Russell 3000	15.44	22.82	20.36	12.31	15.06
Russell 1000 Value	13.87	27.12	17.79	11.17	11.52
Russell 1000 Growth	16.74	17.71	22.58	13.71	18.58
S&P Mid Cap 400	14.47	25.89	15.41	9.07	11.65
Russell 2000	21.49	40.78	18.60	6.99	11.63
Russell 2000 Value	17.19	43.01	18.73	8.23	10.89
Russell 2000 Growth	25.71	38.74	18.44	5.57	11.97
MSCI EAFE NetDiv	10.82	20.23	16.44	9.05	9.66
MSCI ACWI ex US NetDiv	14.49	27.66	18.82	8.79	9.93

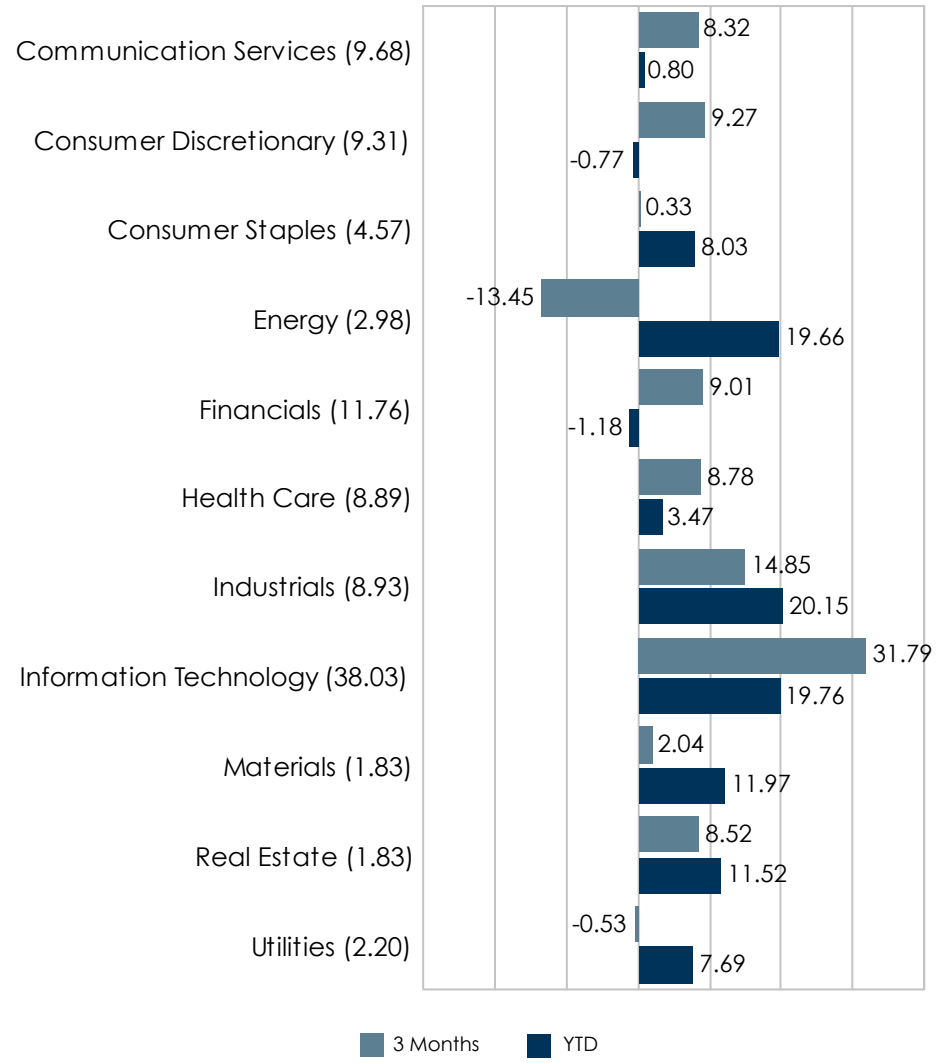
Source: ACG Research, Bloomberg, Factset

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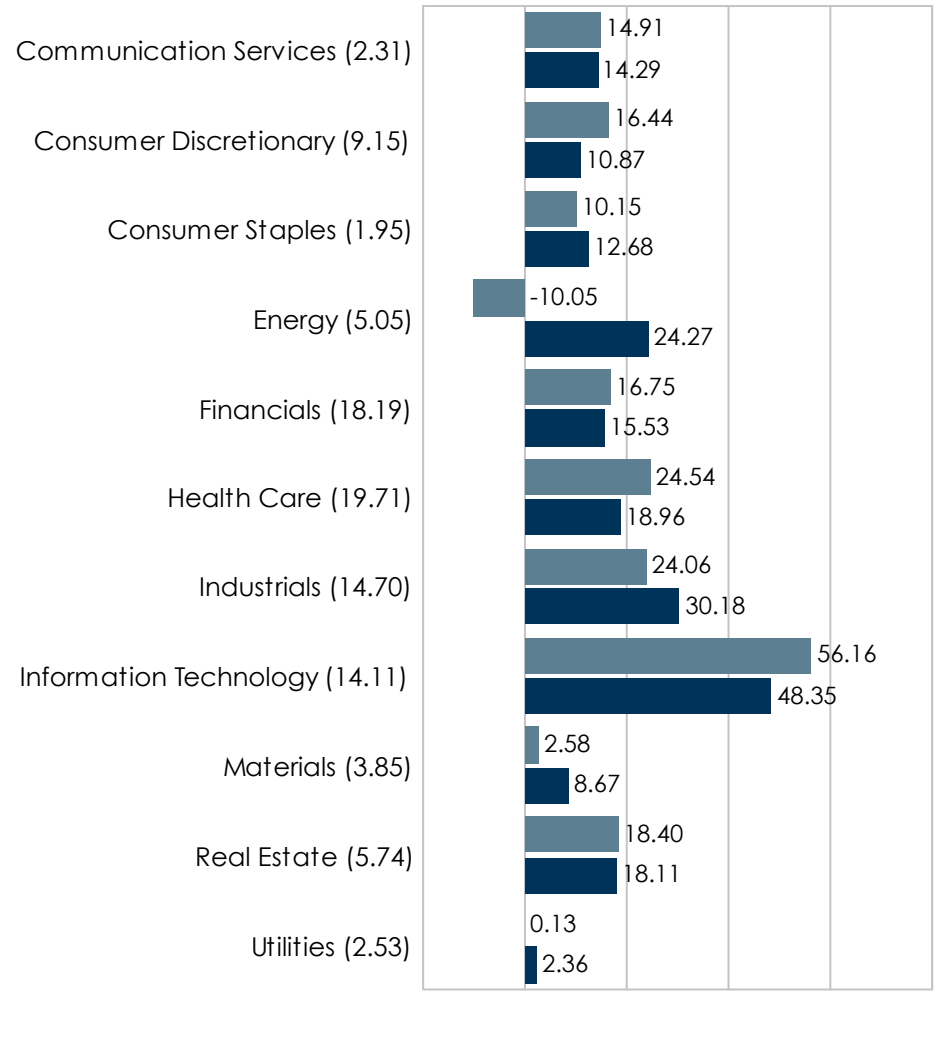
US Markets - Performance Breakdown

For the Periods Ending June 30, 2026

S&P 500 - Sector Returns (%)



Russell 2000 - Sector Returns (%)



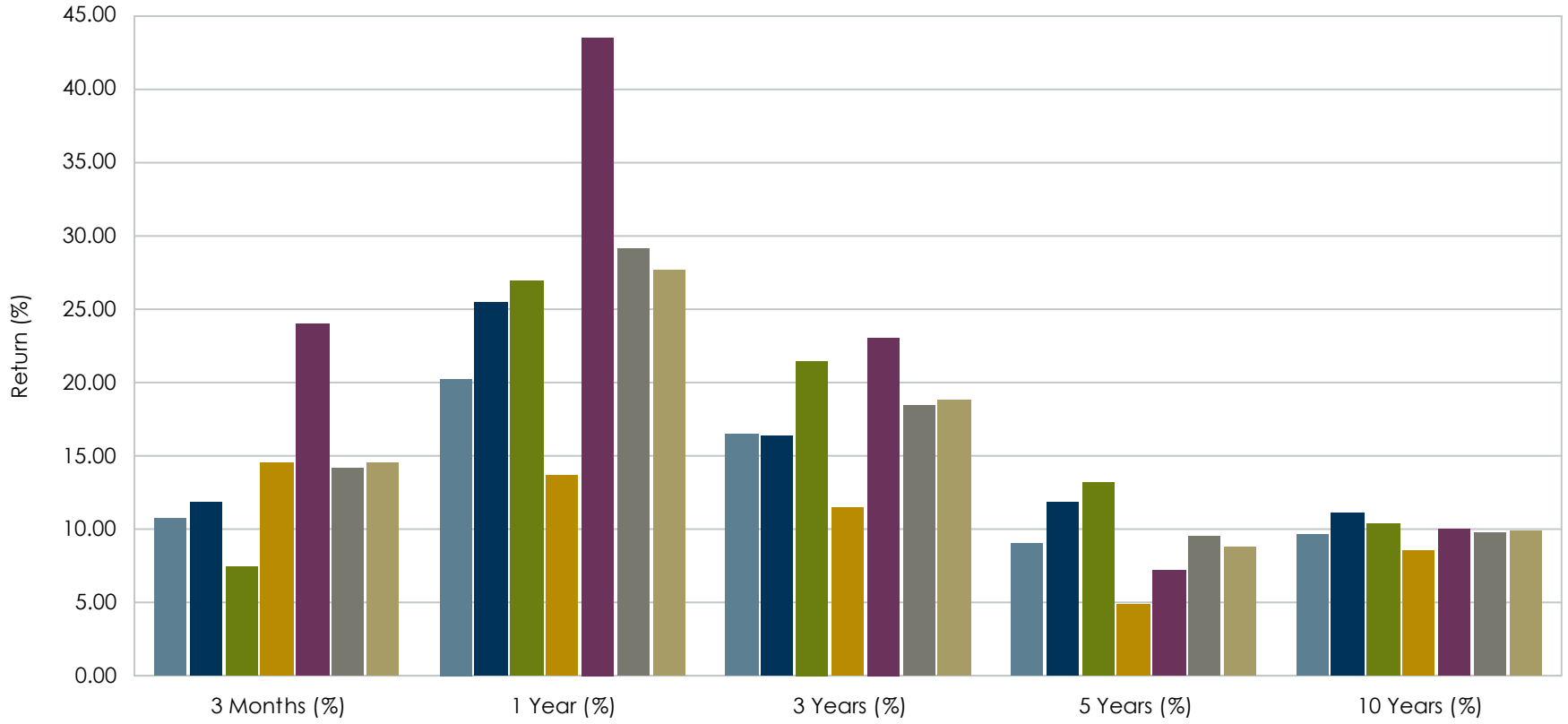
Numbers in parenthesis represent sector weightings of the index. Sector weights may not add to 100% due to rounding or securities that are not assigned to a Global Industry Classification Standard (GICS) sector.

Source: ACG Research, Bloomberg

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Non-US Equity Index Returns

For the Periods Ending June 30, 2026



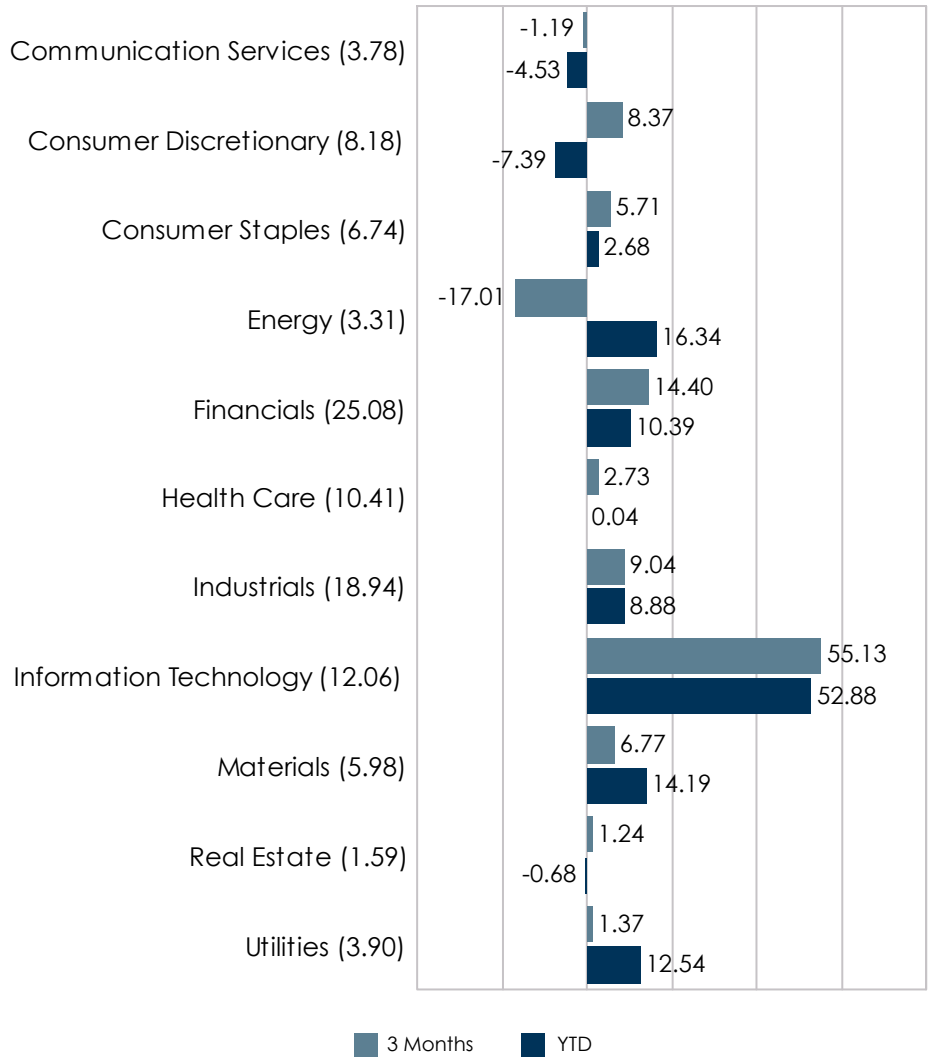
	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
MSCI EAFE NetDiv	10.82	20.23	16.44	9.05	9.66
MSCI EAFE Local Currency	11.81	25.53	16.39	11.83	11.17
MSCI EAFE Value NetDiv	7.49	26.95	21.51	13.15	10.45
MSCI EAFE Growth NetDiv	14.53	13.65	11.47	4.88	8.61
MSCI EM NetDiv	24.05	43.51	23.03	7.20	10.07
MSCI Japan NetDiv	14.21	29.11	18.49	9.49	9.84
MSCI ACWI ex US NetDiv	14.49	27.66	18.82	8.79	9.93

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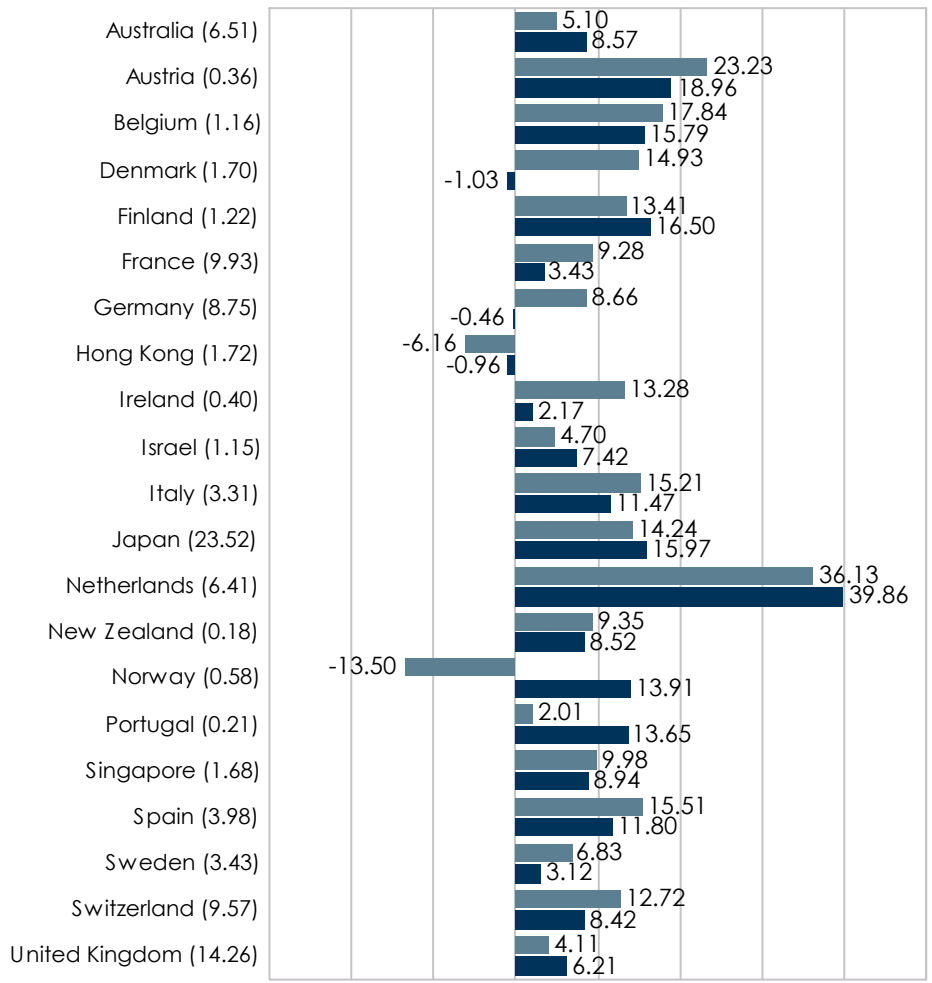
Non-US Equity - Performance Breakdown

For the Periods Ending June 30, 2026

MSCI EAFE - Sector Returns (%)



MSCI EAFE - Country Returns (%)



Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

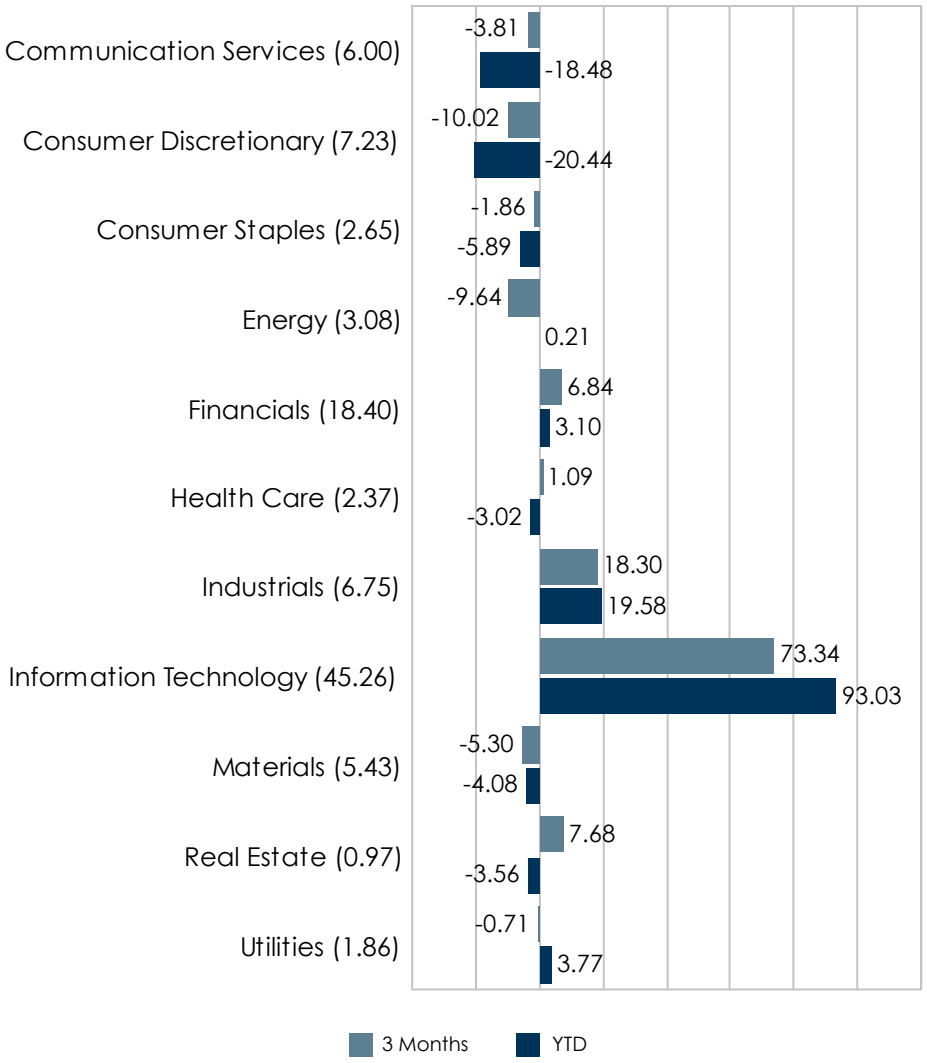
Source: ACG Research, Bloomberg

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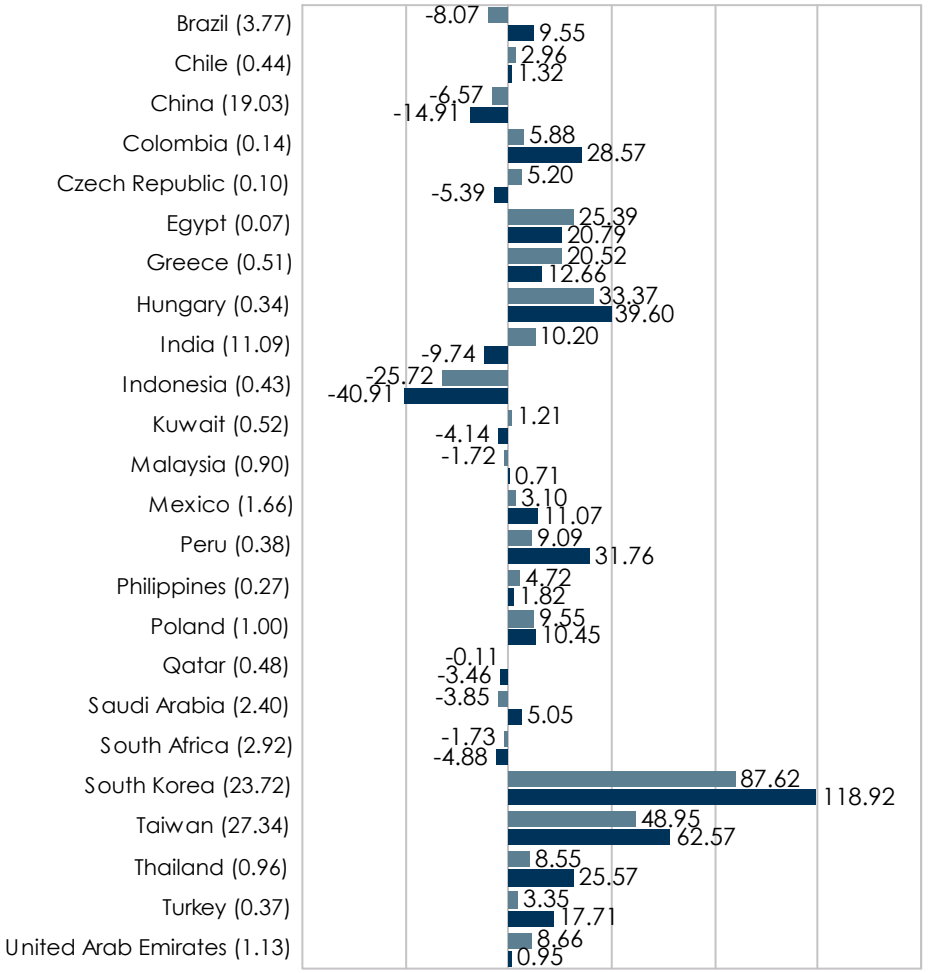
Emerging Markets - Performance Breakdown

For the Periods Ending June 30, 2026

MSCI Emerging Markets - Sector Returns (%)



MSCI Emerging Markets - Country Returns (%)



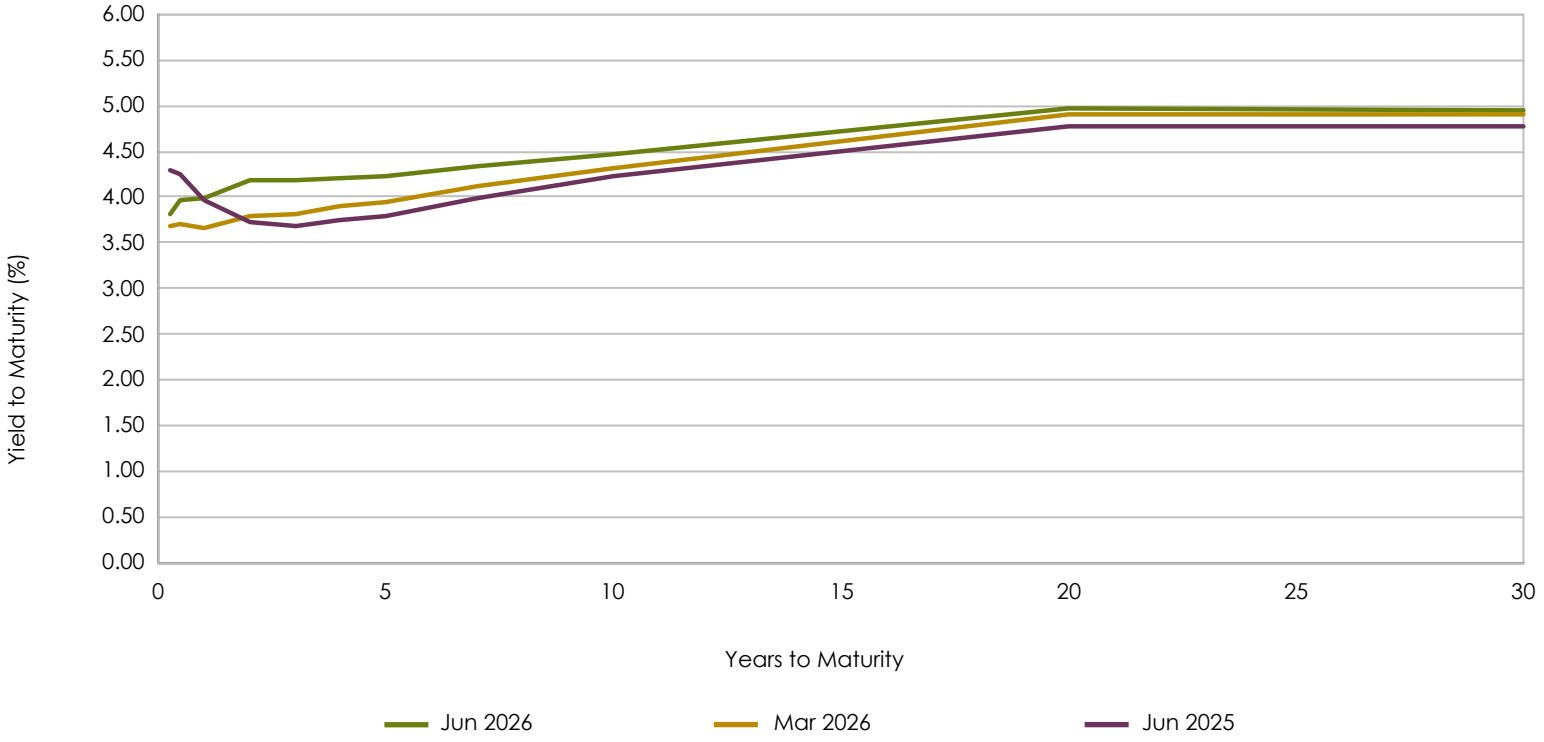
Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

Source: ACG Research, Bloomberg

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Interest Rate Term Structure

Government Issues - 3 Months to 30 Years Maturity



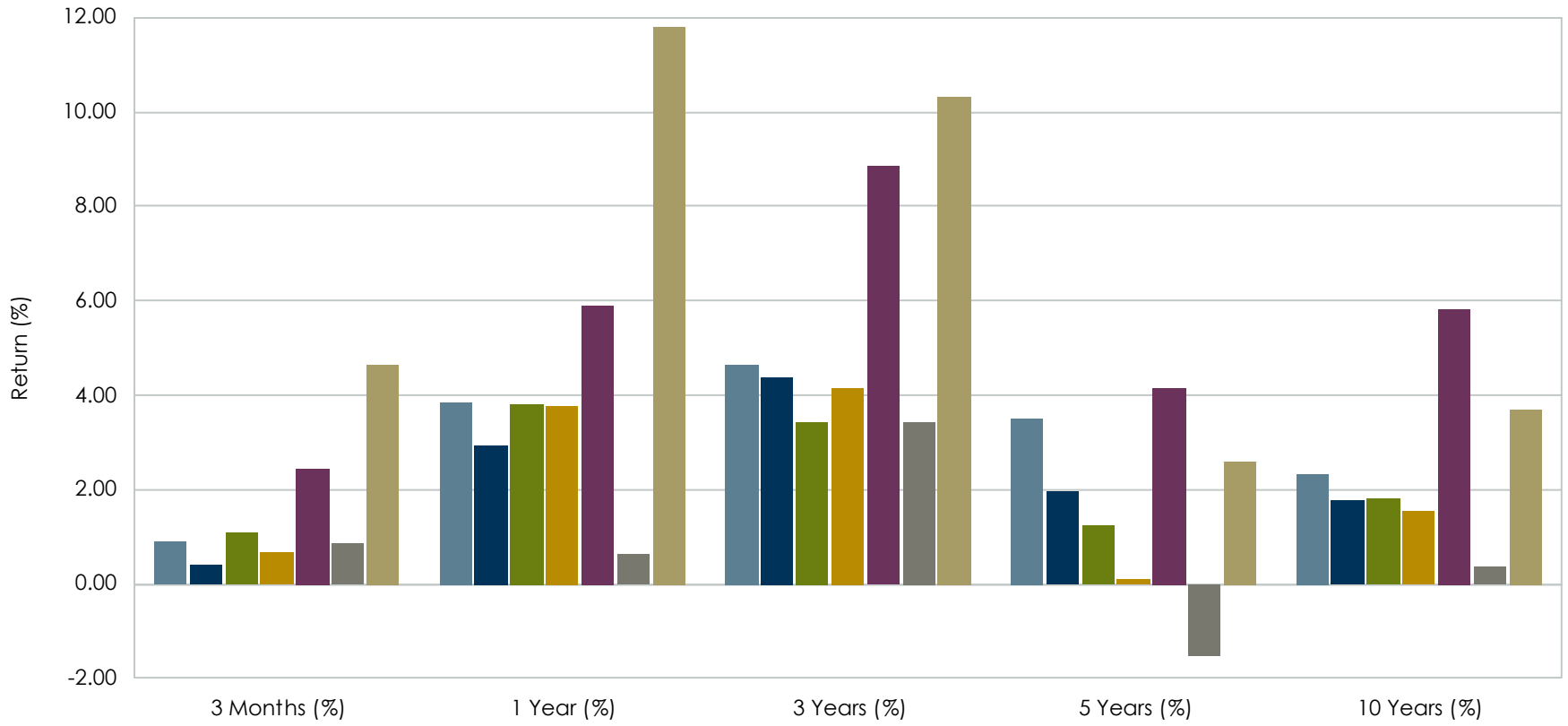
90 Days	3.82	3.68	4.30
180 Days	3.97	3.70	4.25
1 Year	3.98	3.66	3.97
2 Years	4.18	3.80	3.72
3 Years	4.18	3.82	3.69
4 Years	4.21	3.90	3.75
5 Years	4.23	3.94	3.80
7 Years	4.34	4.13	3.99
10 Years	4.47	4.32	4.23
20 Years	4.96	4.91	4.78
30 Years	4.95	4.91	4.78

Source: Bloomberg

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Fixed Income Index Returns

For the Periods Ending June 30, 2026



	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
US T-Bills 90 Day	0.89	3.84	4.64	3.52	2.34
ICE BofA 1-3 Yr Treasury	0.39	2.94	4.38	1.94	1.77
Bloomberg 5 Yr Municipal	1.07	3.81	3.45	1.23	1.80
Bloomberg US Aggregate	0.67	3.79	4.16	0.08	1.54
Bloomberg US Corp High Yield	2.47	5.91	8.86	4.17	5.81
Bloomberg Global Aggregate	0.87	0.62	3.41	-1.55	0.38
JPM EMBI Global Diversified	4.63	11.78	10.32	2.58	3.72

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US Fixed Income Market Environment

For the Periods Ending June 30, 2026

Nominal Returns By Sector (%)

	3 Months	YTD	1 Year	3 Years
US Aggregate	0.66	0.62	3.79	4.16
US Treasury	0.32	0.28	2.73	3.18
US Agg: Gov't-Related	0.84	0.77	4.19	4.56
US Corporate IG	1.41	0.86	4.34	5.29
MBS	0.59	1.00	5.22	4.60
CMBS	0.45	0.77	3.90	5.78
ABS	0.75	1.07	4.01	5.26
US Corp High Yield	2.46	1.96	5.93	8.87

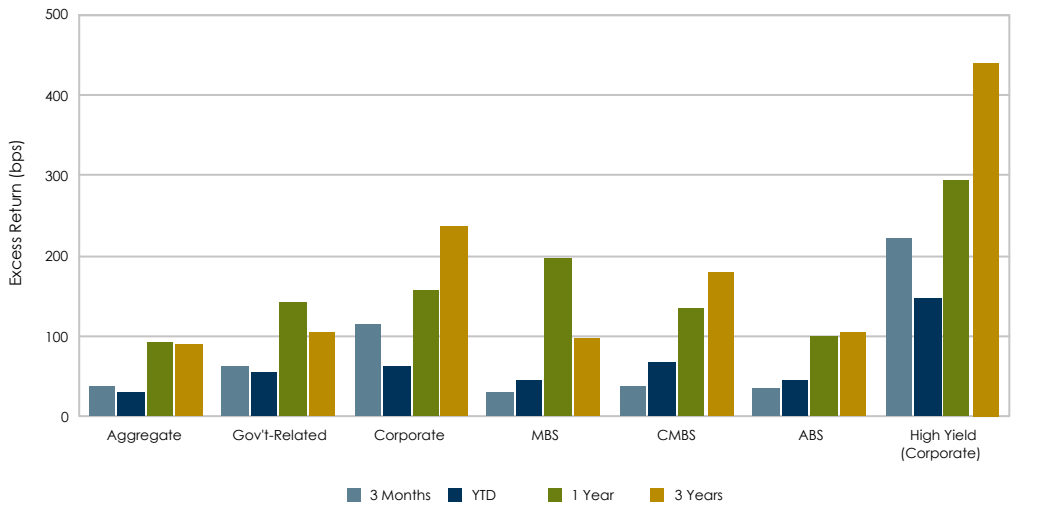
Nominal Returns by Quality (%)

	3 Months	YTD	1 Year	3 Years
AAA	0.37	0.56	3.31	4.36
AA	0.42	0.52	3.56	3.78
A	1.27	0.74	4.27	4.96
BAA	1.72	1.13	4.89	5.89
BA	2.27	1.99	5.91	8.12
B	2.83	2.17	6.14	8.69
CAA	2.98	1.70	6.34	11.59

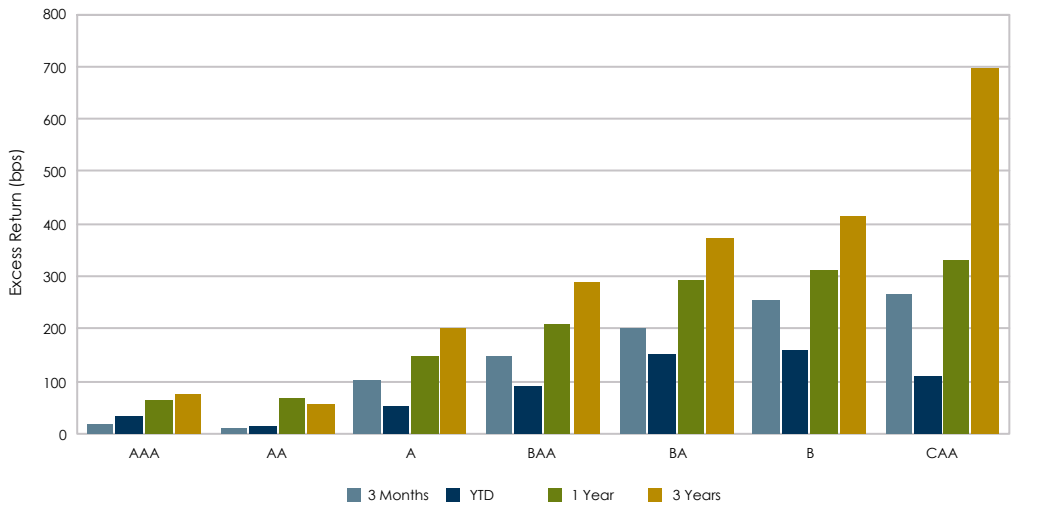
Nominal Returns by Maturity (%)

	3 Months	YTD	1 Year	3 Years
1-3 Yr.	0.49	0.81	3.23	4.69
3-5 Yr.	0.30	0.34	3.11	4.89
5-7 Yr.	0.49	0.34	3.57	4.72
7-10 Yr.	0.58	0.54	4.71	4.26
10+ Yr.	1.53	0.77	4.05	1.75

Excess Returns by Sector



Excess Returns by Quality



Source: Bloomberg

Excess returns are relative to the duration-neutral Treasury.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Expanded High Quailty Fixed Income
- **Manager** Atlanta Capital Management Company
- **Vehicle** Separately Managed Account
- **Benchmark** Barclays Aggregate A+
- **Performance Inception Date** January 1998
- **Fees** Manager Fees - 15 bps; Admin Fees - 14.5 bps
- **Total Expenses** Approximately 32 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in Government and high quality securities while maintaining an average maturity of approximately eight and one-half years.
- Outperform the Bloomberg US Aggregate A+ over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government.

Dollar Growth Summary ($000s)

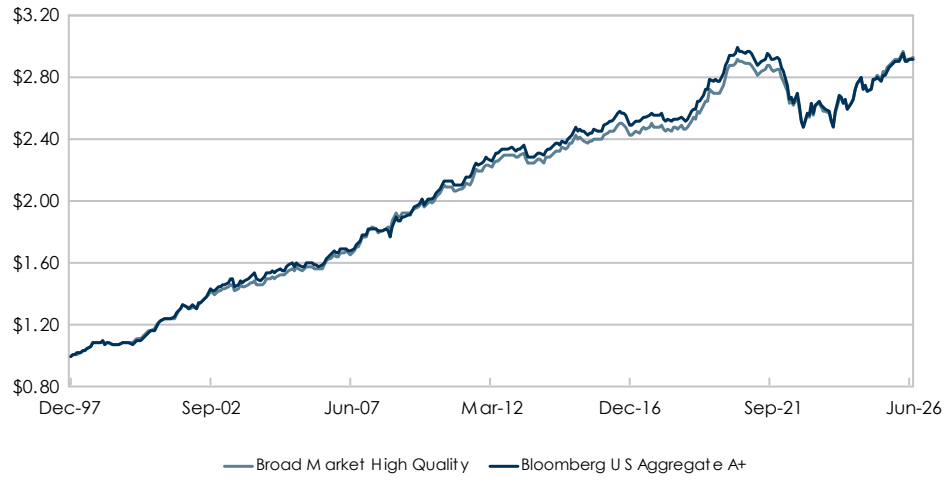
	FYTD	1 Year
Beginning Market Value	**199,824**	**179,814**
Net Additions	-978	15,694
Return on Investment	3,444	6,781
Income	*6,391*	*8,129*
Gain/Loss	*-2,948*	*-1,348*
Ending Market Value	**202,289**	**202,289**

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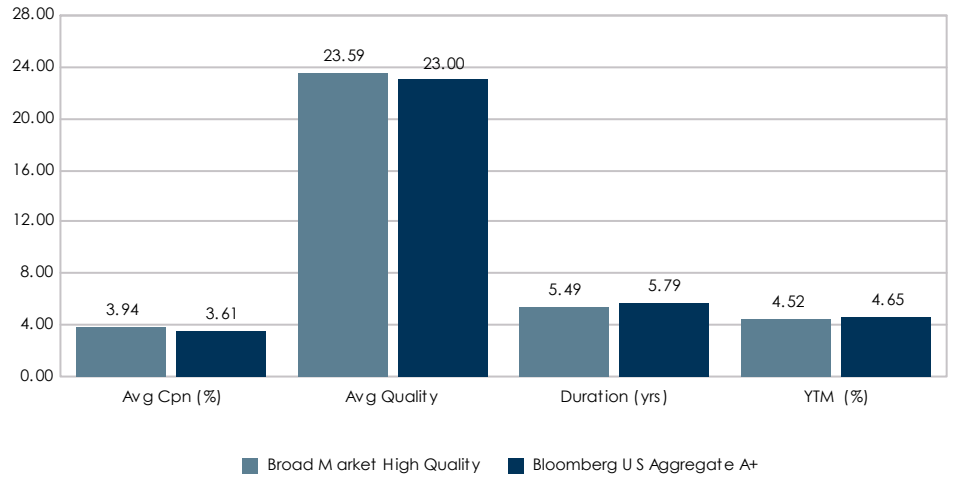
FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

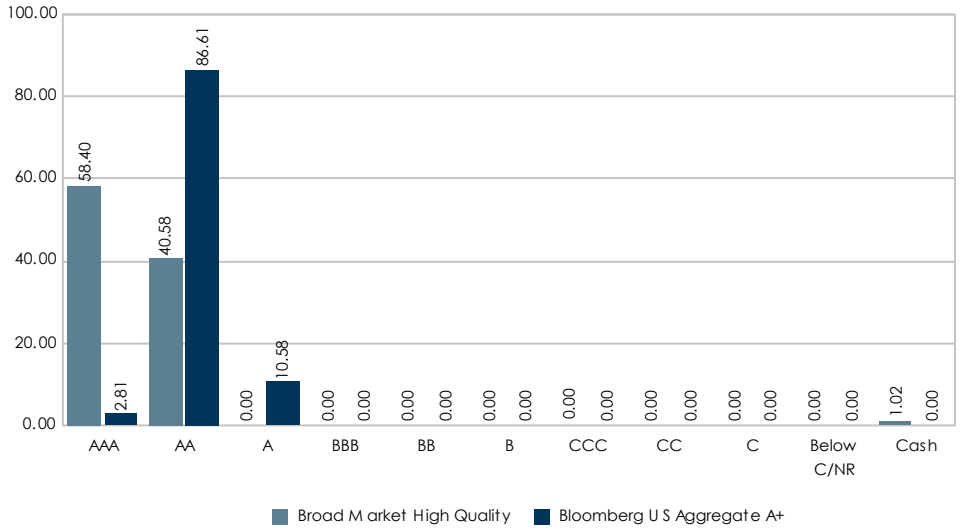
Growth of a Dollar



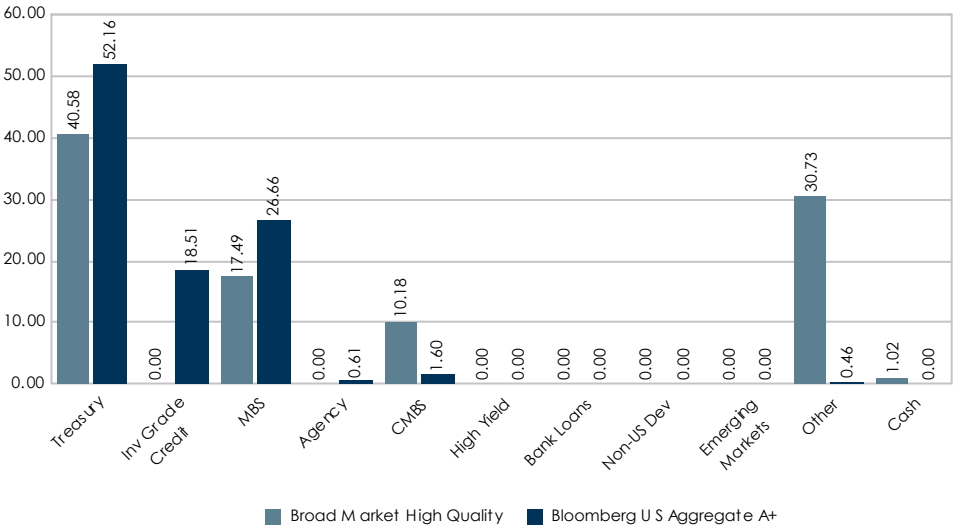
Characteristics



Quality Allocation



Sector Allocation



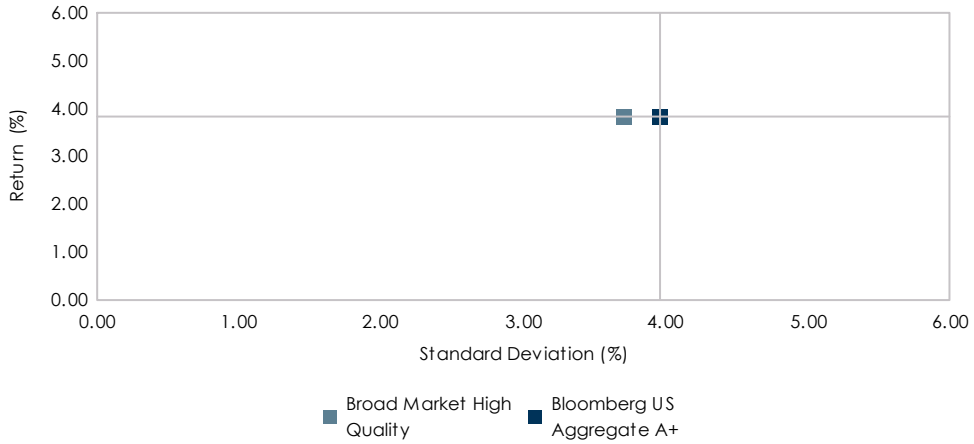
The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144A

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

Risk / Return Since Jan 1998



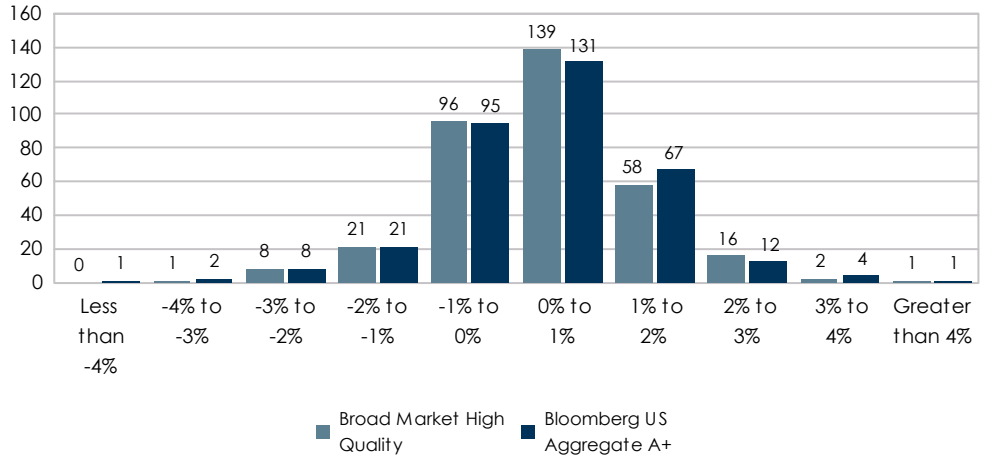
Portfolio Statistics Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Return (%)	3.84	3.83
Standard Deviation (%)	3.71	3.96
Sharpe Ratio	0.47	0.44

Benchmark Relative Statistics

Beta	0.91
R Squared (%)	95.33
Alpha (%)	0.33
Tracking Error (%)	0.87
Batting Average (%)	49.42
Up Capture (%)	94.54
Down Capture (%)	89.35

Return Histogram Since Jan 1998



Return Analysis Since Jan 1998

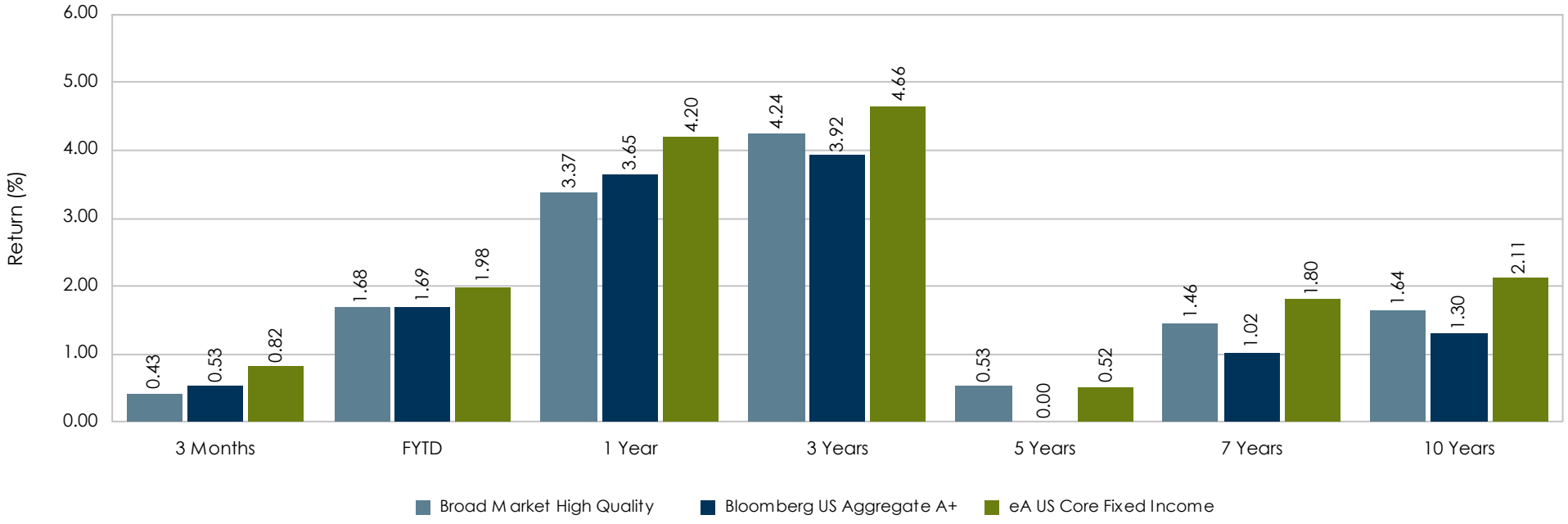
	Broad Market High Quality	Bloomberg US Aggregate A+
Number of Months	342	342
Highest Monthly Return (%)	4.01	4.30
Lowest Monthly Return (%)	-3.40	-4.18
Number of Positive Months	216	215
Number of Negative Months	126	127
% of Positive Months	63.16	62.87

Statistics are calculated using monthly return data.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026



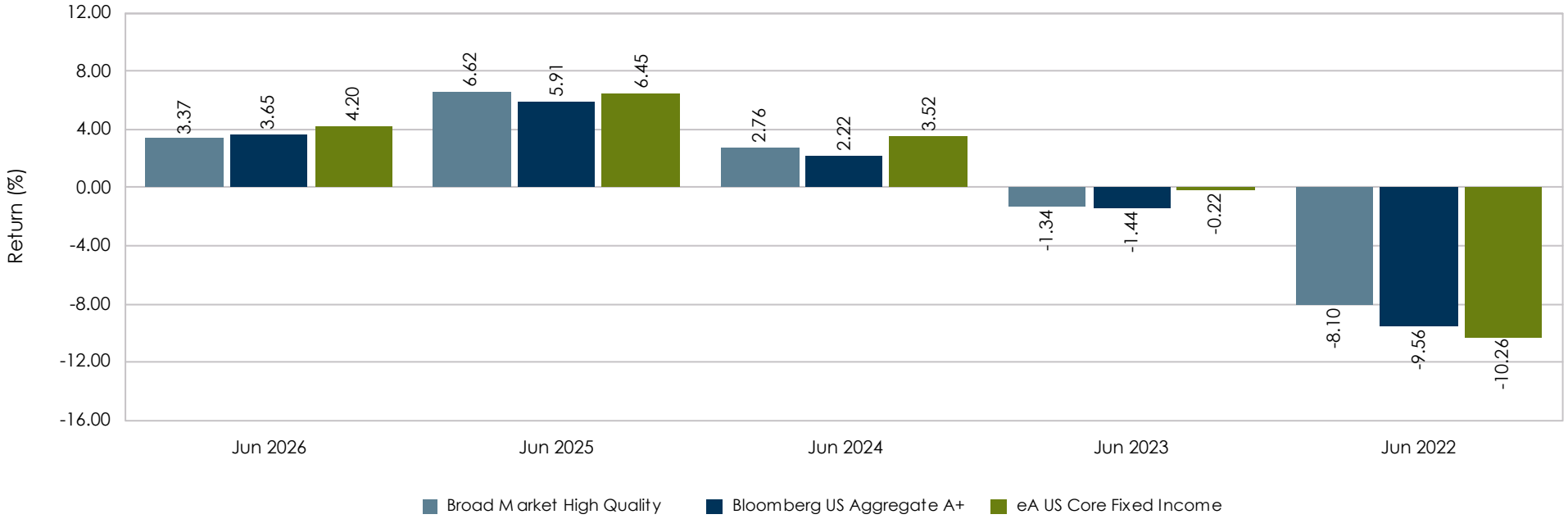
Ranking	97	92	97	91	48	89	98
5th Percentile	1.19	2.50	5.06	5.52	1.46	2.53	2.65
25th Percentile	0.95	2.16	4.39	4.96	0.68	2.01	2.31
50th Percentile	0.82	1.98	4.20	4.66	0.52	1.80	2.11
75th Percentile	0.72	1.85	3.98	4.48	0.38	1.64	1.93
95th Percentile	0.46	1.56	3.47	4.07	0.01	1.30	1.70
Observations	210	210	210	207	206	197	189

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Broad Market High Quality Bond Fund

For the One Year Periods Ending June



Ranking	97	29	89	95	7
5th Percentile	5.06	7.12	5.52	1.32	-7.38
25th Percentile	4.39	6.66	4.08	0.23	-9.84
50th Percentile	4.20	6.45	3.52	-0.22	-10.26
75th Percentile	3.98	6.27	3.07	-0.63	-10.76
95th Percentile	3.47	5.94	2.42	-1.38	-11.62
Observations	210	230	233	254	252

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Investment Guidelines

Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

Portfolio Sector Allocations	Max.%	Min. %	Actual Portfolio	Within Guidelines?	Comments
U.S. Govt Oblig., U.S. Govt Agency Oblig, or U.S. Govt Instrum. Oblig.	75.00%	30.00%	40.58%	Yes	
Mortgage Securities including CMO's	50.00%	0.00%	29.10%	Yes	
Corporate and Yankee Debt Obligations	30.00%	0.00%	0.00%	Yes	
Asset Backed Securities	30.00%	0.00%	29.30%	Yes	
Reverse Repurchase Agreements and/or other forms of financial leverage *	30.00%	0.00%	0.00%	Yes	
Other (Cash)	25.00%	0.00%	1.02%	Yes	
Portfolio Duration/Quality	**Policy Expectations**		**Actual Portfolio**	**Within Guidelines?**	**Comments**
Modified Duration					
Portfolio should maintain a duration equal to the Bloomberg US Aggregate A+ Index plus or minus 30% but no greater than 7 years.	4.05 to 7.00		5.49	Yes	
Credit quality					
Portfolio should Maintain a minimum bond fund rating of AA (Fitch).	AAf			Yes	
Individual Securities				**Within Guidelines?**	**Comments**
Minimum credit rating of A by any NRSRO for all corporate securities.				Yes	
Maximum of 3% at time of purchase and 5% of the portfolio value may be invested in corporate securities of an individual issuer.			0.00%	Yes	Largest Position Noted
A maximum of 5% of the portfolio, at market, may be invested in individual trusts of ABS and Non-Agency CMOs.			2.30%	Yes	Largest Position Noted
Final stated maturity of 31.0 years or less for all securities.				Yes	

**Asset Consulting Group is unable to verify the actual percentages in the portfolio. However, ACG has confirmed the actual portfolio allocation is less than the maximum percentage allowed.*

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FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Core Plus Fixed Income
- **Manager** Pioneer Institutional Investment
- **Vehicle** Non-Mutual Commingled
- **Benchmark** Barclays Multiverse
- **Performance Inception Date** April 2014
- **Fees** Manager Fee - 55 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 72 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following a Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in a broad spectrum of fixed and floating rate debt securities that are diversified by credit quality, geography and duration.
- Outperform the Bloomberg Multiverse over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of prinicpal. Neither the Fund nor its yield is guaranteed by the US Government.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**192,994**	**180,731**
Net Additions	-189	6,794
Return on Investment	5,971	11,251
Ending Market Value	**198,776**	**198,776**

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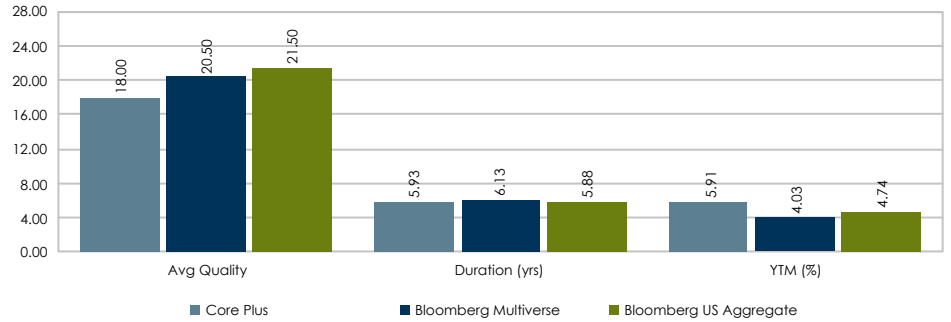
FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026

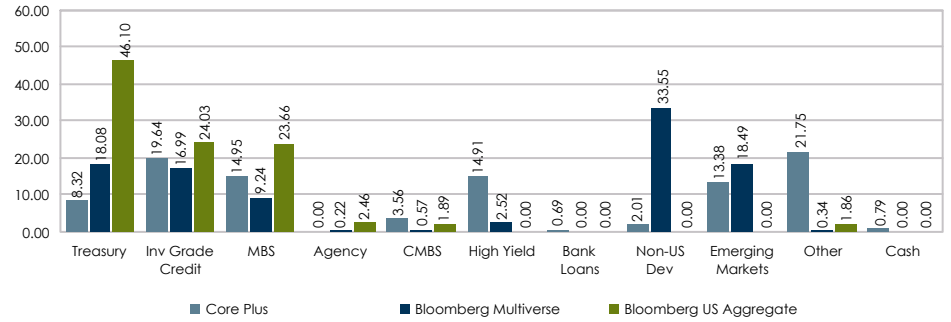
Manager Allocation

Name	Market Value ($000s)	Allocation (%)
Total Core Plus	**198,776**	**100.00**
Pioneer MSFI	198,776	100.00

Characteristics



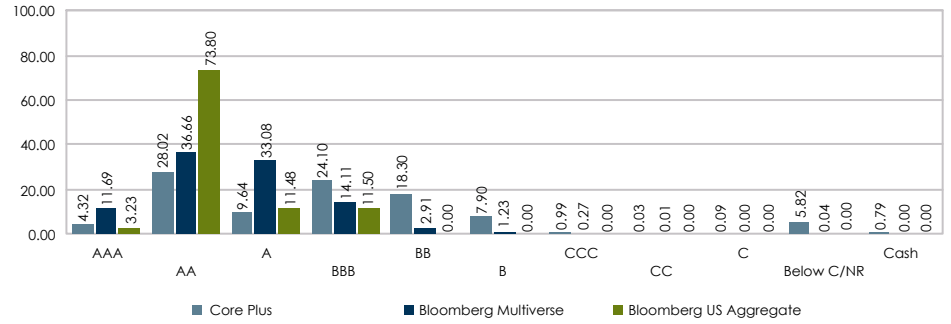
Sector Allocation



Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**192,994**	**180,731**
Net Additions	-189	6,794
Return on Investment	5,971	11,251
Ending Market Value	**198,776**	**198,776**

Quality Allocation



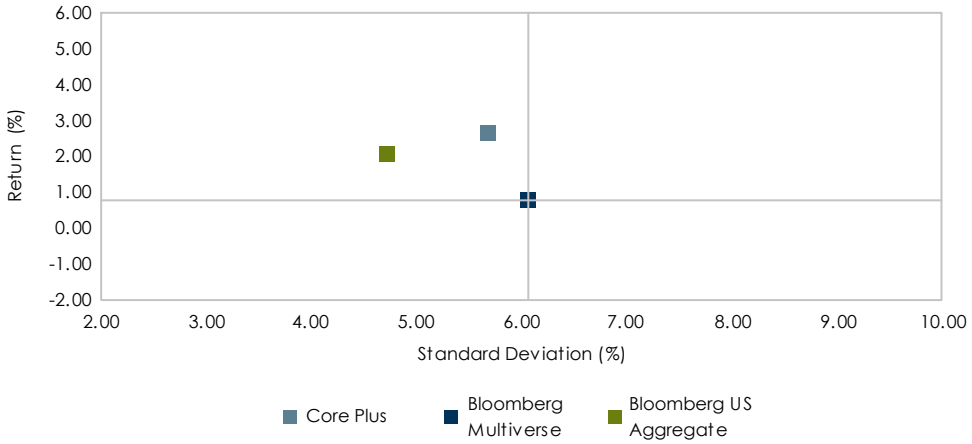
The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As and TIPS.

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FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026

Risk / Return Since Apr 2014



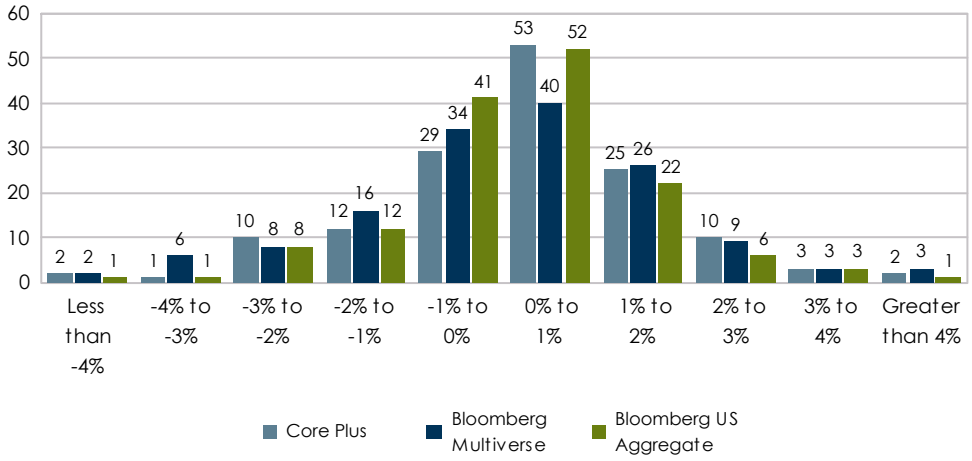
Portfolio Statistics Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	2.67	0.78	2.06
Standard Deviation (%)	5.68	6.06	4.72
Sharpe Ratio	0.13	-0.19	0.03

Benchmark Relative Statistics

Beta	0.66	0.79
R Squared (%)	49.94	43.17
Alpha (%)	2.18	1.10
Tracking Error (%)	4.51	4.39
Batting Average (%)	59.18	58.50
Up Capture (%)	70.91	83.57
Down Capture (%)	47.10	67.42

Return Histogram Since Apr 2014



Return Analysis Since Apr 2014

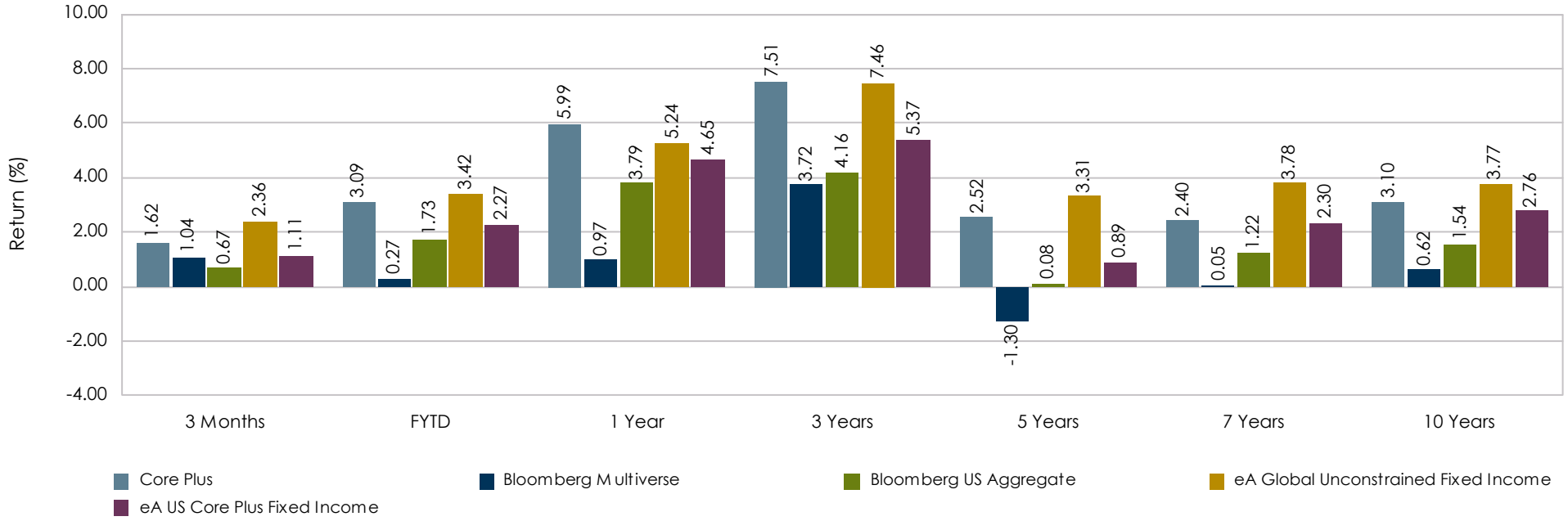
	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	147	147	147
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-8.40	-5.44	-4.32
Number of Positive Months	93	81	84
Number of Negative Months	54	66	63
% of Positive Months	63.27	55.10	57.14

Statistics are calculated using monthly return data.

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FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026



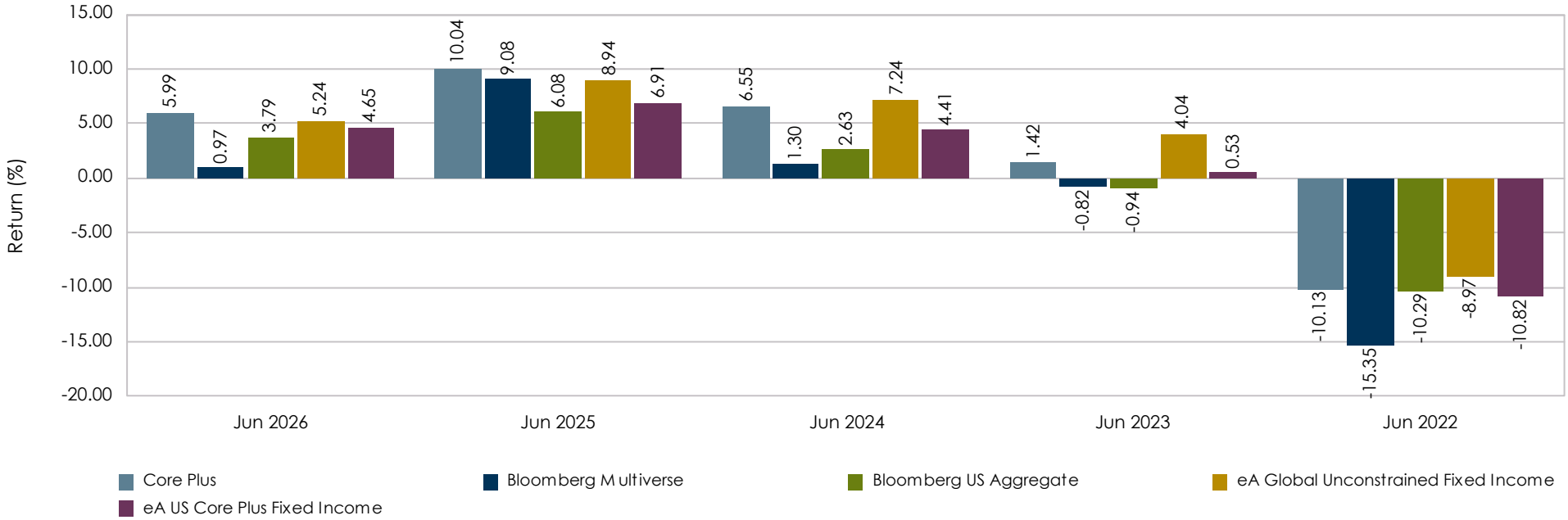
Ranking	73 / 9	56 / 5	38 / 2	49 / 3	60 / 5	87 / 41	75 / 29
5th Percentile	4.77 / 1.75	8.09 / 2.97	10.95 / 5.46	11.37 / 6.82	6.13 / 2.32	7.23 / 3.68	5.89 / 3.90
25th Percentile	3.21 / 1.32	4.06 / 2.54	6.62 / 4.97	8.71 / 5.79	4.11 / 1.28	4.67 / 2.80	4.51 / 3.21
50th Percentile	2.36 / 1.11	3.42 / 2.27	5.24 / 4.65	7.46 / 5.37	3.31 / 0.89	3.78 / 2.30	3.77 / 2.76
75th Percentile	1.57 / 0.99	2.22 / 2.12	3.17 / 4.37	6.34 / 4.99	1.97 / 0.63	3.09 / 2.03	3.09 / 2.42
95th Percentile	0.66 / 0.76	-0.60 / 1.73	0.61 / 3.96	4.35 / 4.36	-0.14 / 0.17	1.70 / 1.72	2.29 / 2.14
Observations	83 / 140	83 / 140	83 / 139	81 / 135	80 / 131	76 / 123	66 / 111

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Core Plus Fixed Income Fund

For the One Year Periods Ending June



Ranking	38 / 2	35 / 2	63 / 14	83 / 24	56 / 25
5th Percentile	10.95 / 5.46	18.18 / 8.35	11.24 / 8.11	10.42 / 3.34	-0.92 / -7.49
25th Percentile	6.62 / 4.97	11.09 / 7.30	8.78 / 5.30	6.70 / 1.37	-5.73 / -10.14
50th Percentile	5.24 / 4.65	8.94 / 6.91	7.24 / 4.41	4.04 / 0.53	-8.97 / -10.82
75th Percentile	3.17 / 4.37	7.42 / 6.65	4.19 / 3.63	2.51 / -0.14	-14.39 / -11.64
95th Percentile	0.61 / 3.96	5.72 / 6.14	0.78 / 2.65	-1.01 / -1.27	-21.60 / -13.14
Observations	83 / 139	100 / 145	99 / 148	102 / 150	109 / 145

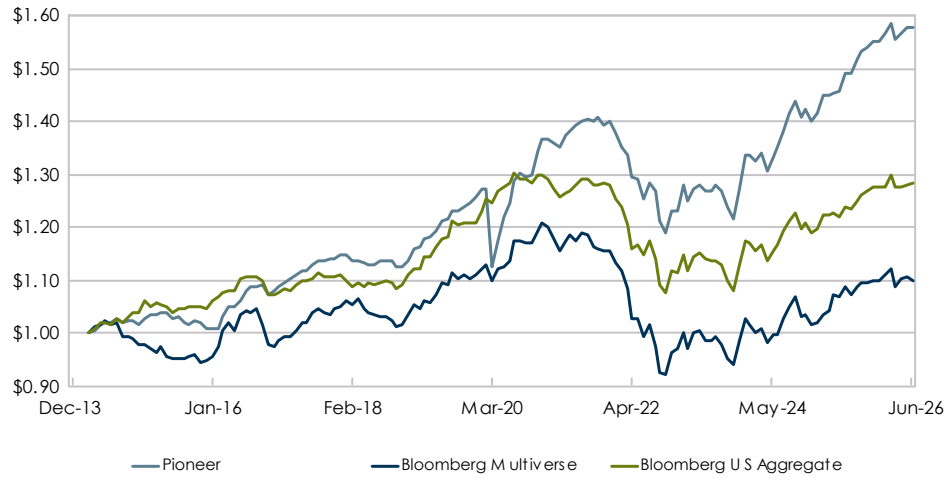
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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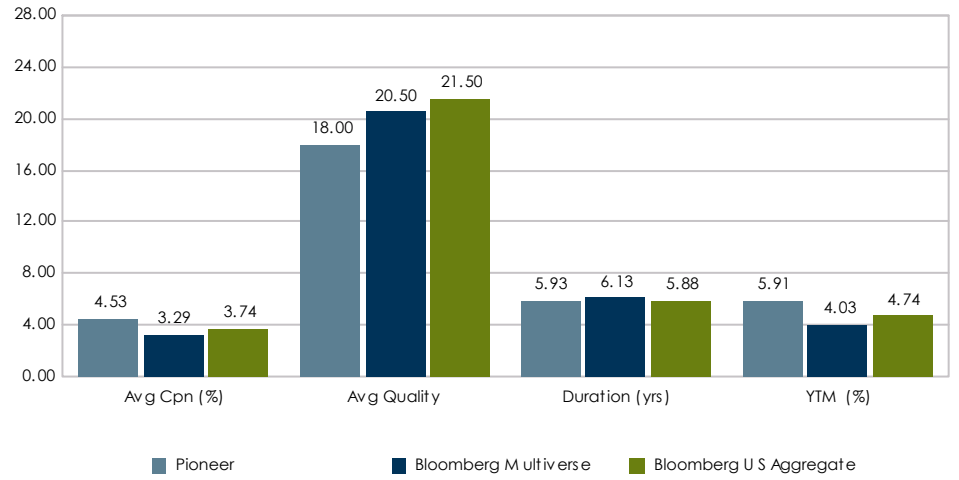
Pioneer MSFI

For the Periods Ending June 30, 2026

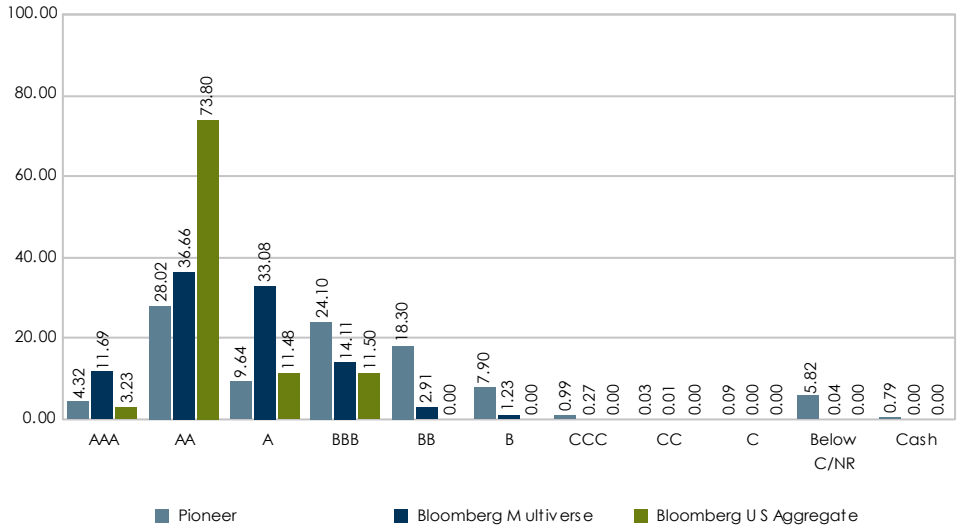
Growth of a Dollar



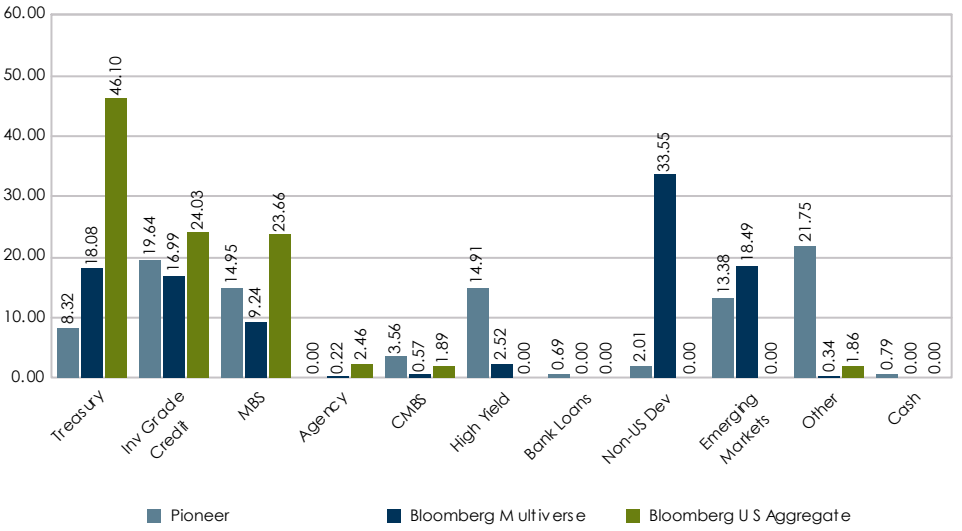
Characteristics



Quality Allocation



Sector Allocation



Characteristic and allocation charts represents the composite data of the Pioneer Multi-Sector Fixed Income.

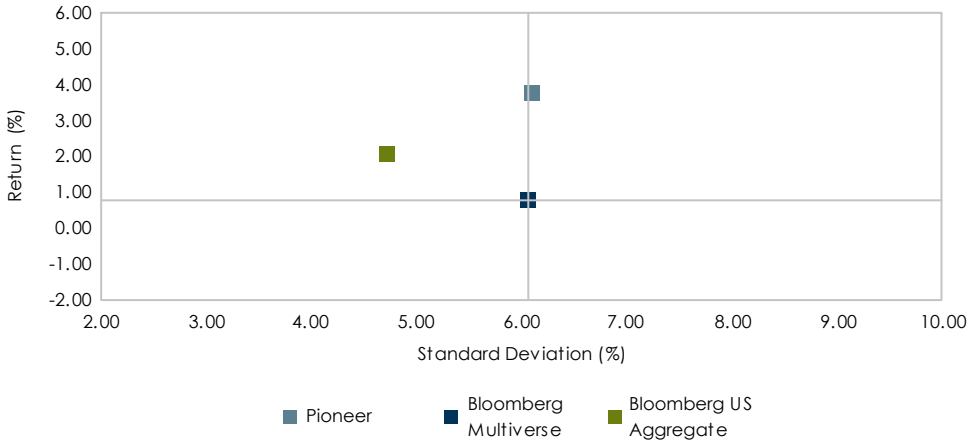
The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144A

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Pioneer MSFI

For the Periods Ending June 30, 2026

Risk / Return Since Apr 2014



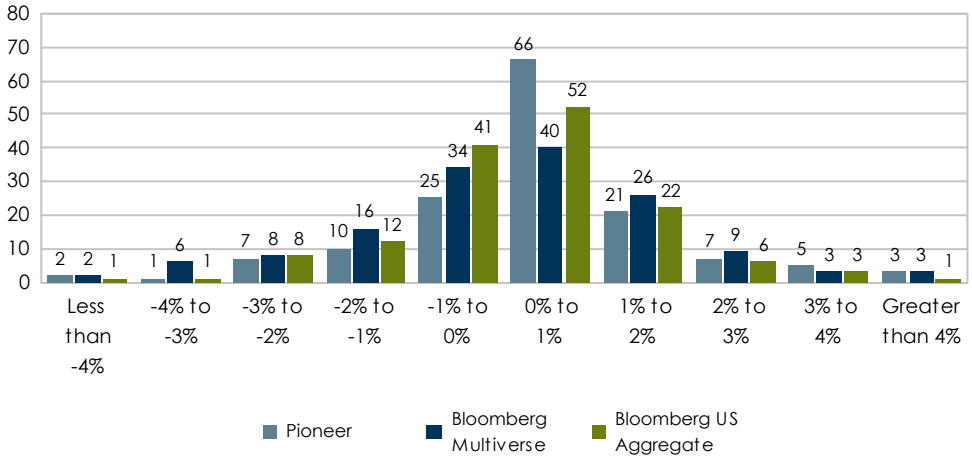
Portfolio Statistics Since Apr 2014

	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	3.80	0.78	2.06
Standard Deviation (%)	6.10	6.06	4.72
Sharpe Ratio	0.31	-0.19	0.03

Benchmark Relative Statistics

Beta	0.77	0.93
R Squared (%)	58.17	51.77
Alpha (%)	3.23	1.93
Tracking Error (%)	4.19	4.25
Batting Average (%)	65.99	61.90
Up Capture (%)	91.42	112.60
Down Capture (%)	54.19	83.61

Return Histogram Since Apr 2014



Return Analysis Since Apr 2014

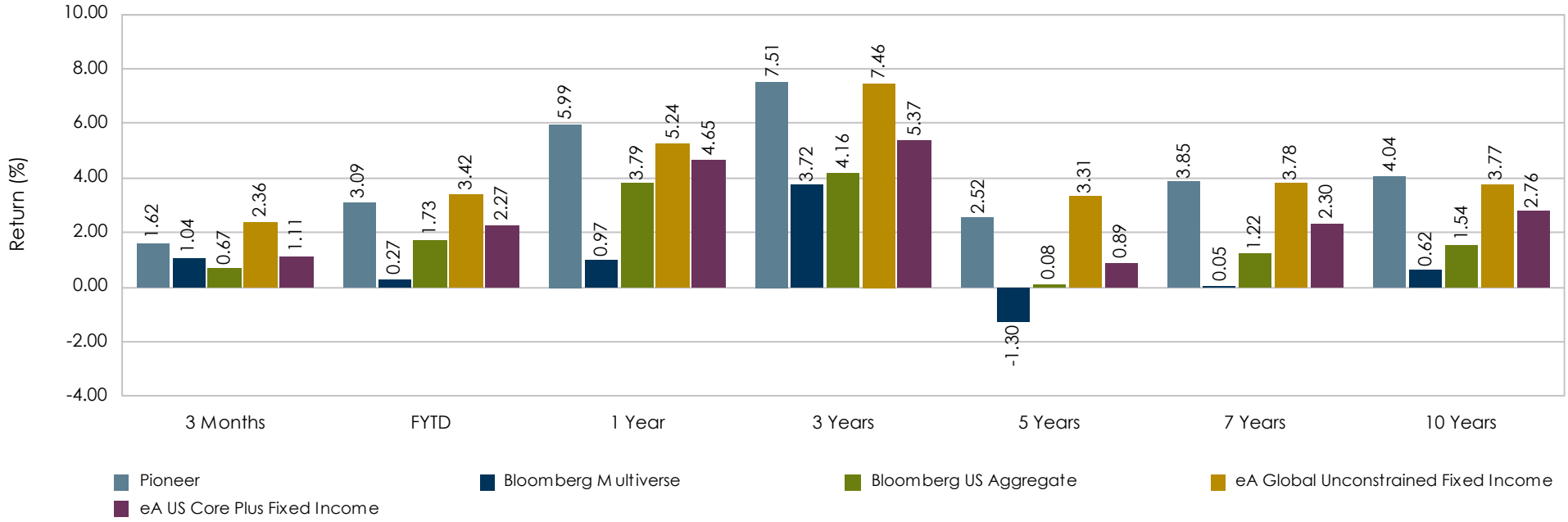
	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	147	147	147
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-11.69	-5.44	-4.32
Number of Positive Months	102	81	84
Number of Negative Months	45	66	63
% of Positive Months	69.39	55.10	57.14

Statistics are calculated using monthly return data.

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Pioneer MSFI

For the Periods Ending June 30, 2026



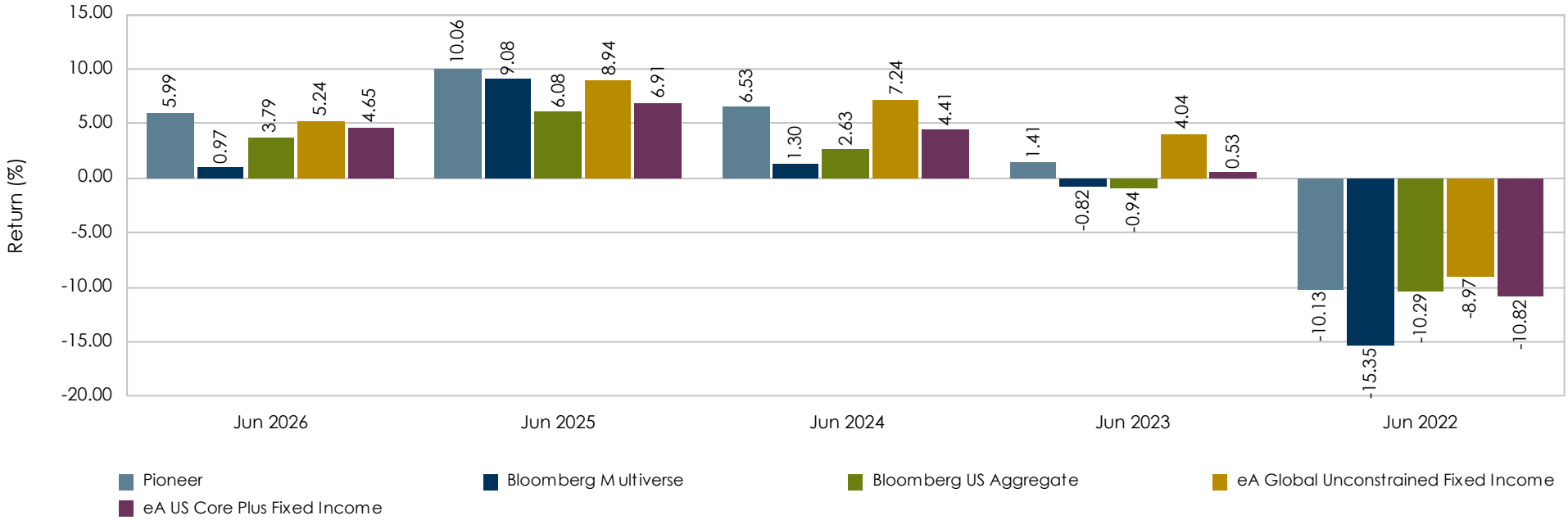
Ranking	73 / 9	56 / 5	38 / 2	49 / 3	60 / 5	48 / 2	41 / 4
5th Percentile	4.77 / 1.75	8.09 / 2.97	10.95 / 5.46	11.37 / 6.82	6.13 / 2.32	7.23 / 3.68	5.89 / 3.90
25th Percentile	3.21 / 1.32	4.06 / 2.54	6.62 / 4.97	8.71 / 5.79	4.11 / 1.28	4.67 / 2.80	4.51 / 3.21
50th Percentile	2.36 / 1.11	3.42 / 2.27	5.24 / 4.65	7.46 / 5.37	3.31 / 0.89	3.78 / 2.30	3.77 / 2.76
75th Percentile	1.57 / 0.99	2.22 / 2.12	3.17 / 4.37	6.34 / 4.99	1.97 / 0.63	3.09 / 2.03	3.09 / 2.42
95th Percentile	0.66 / 0.76	-0.60 / 1.73	0.61 / 3.96	4.35 / 4.36	-0.14 / 0.17	1.70 / 1.72	2.29 / 2.14
Observations	83 / 140	83 / 140	83 / 139	81 / 135	80 / 131	76 / 123	66 / 111

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Pioneer MSFI

For the One Year Periods Ending June



Ranking	38 / 2	35 / 2	63 / 14	83 / 24	56 / 25
5th Percentile	10.95 / 5.46	18.18 / 8.35	11.24 / 8.11	10.42 / 3.34	-0.92 / -7.49
25th Percentile	6.62 / 4.97	11.09 / 7.30	8.78 / 5.30	6.70 / 1.37	-5.73 / -10.14
50th Percentile	5.24 / 4.65	8.94 / 6.91	7.24 / 4.41	4.04 / 0.53	-8.97 / -10.82
75th Percentile	3.17 / 4.37	7.42 / 6.65	4.19 / 3.63	2.51 / -0.14	-14.39 / -11.64
95th Percentile	0.61 / 3.96	5.72 / 6.14	0.78 / 2.65	-1.01 / -1.27	-21.60 / -13.14
Observations	83 / 139	100 / 145	99 / 148	102 / 150	109 / 145

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Large Cap US Equity
- **Manager** State Street
- **Vehicle** Non-Mutual Commingled
- **Benchmark** A blend of Russell 1000 and S&P 500
- **Performance Inception Date** October 2017
- **Fees** Manager Fee - 6 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 23 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in large cap US stocks that are diversified by industry and sector.
- Outperform the LC Benchmark over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**364,878**	**326,140**
Net Additions	-4,039	13,249
Return on Investment	47,287	68,737
Ending Market Value	**408,126**	**408,126**

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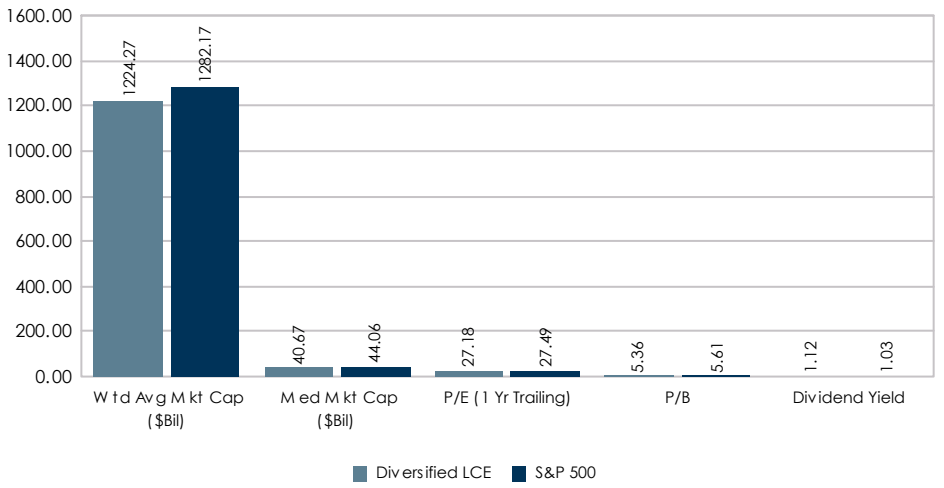
FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026

Manager Allocation

Name	Market Value ($000s)	Allocation (%)
Total Diversified LCE	**408,126**	**100.00**
SSgA S&P 500 Index	408,126	100.00

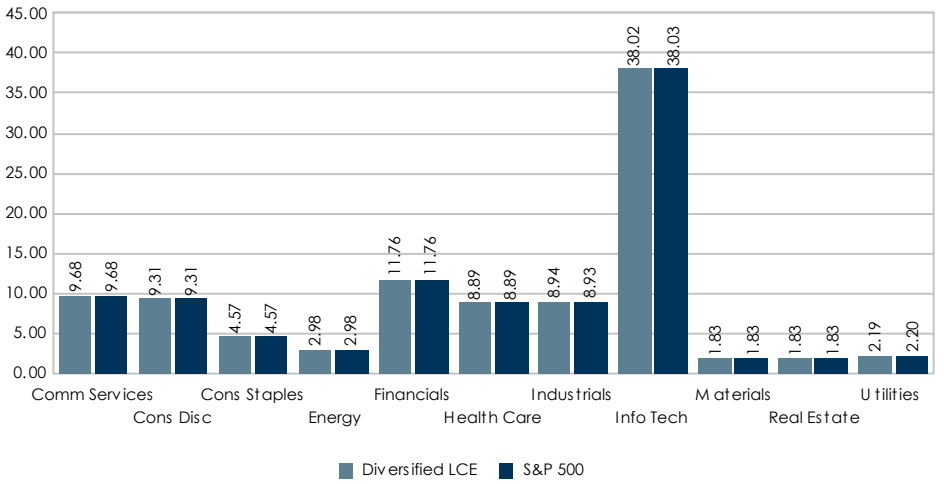
Characteristics



Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**364,878**	**326,140**
Net Additions	-4,039	13,249
Return on Investment	47,287	68,737
Ending Market Value	**408,126**	**408,126**

Sector Allocation

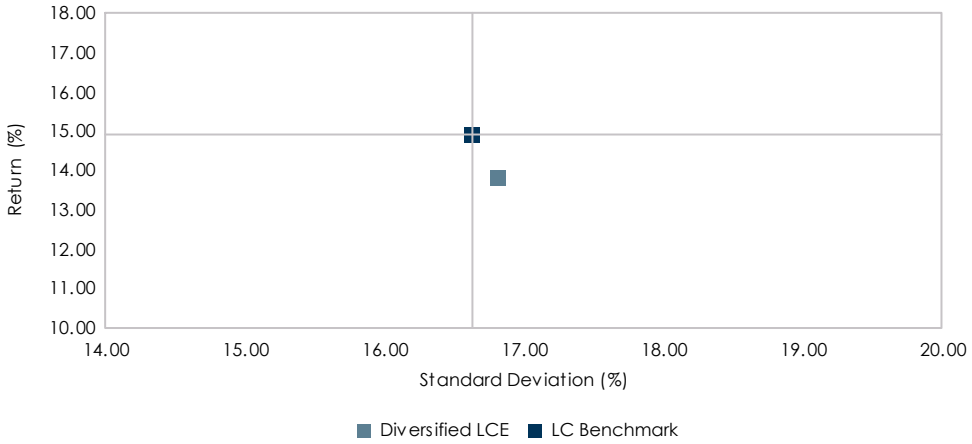


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FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Oct 2017



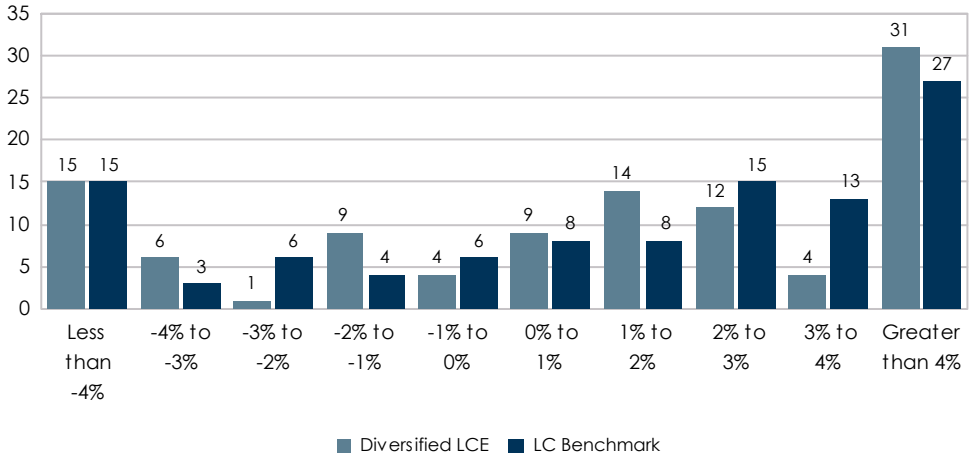
Portfolio Statistics Since Oct 2017

	Diversified LCE	LC Benchmark
Return (%)	13.80	14.92
Standard Deviation (%)	16.82	16.64
Sharpe Ratio	0.67	0.74

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	97.65
Alpha (%)	-0.94
Tracking Error (%)	2.58
Batting Average (%)	44.76
Up Capture (%)	95.27
Down Capture (%)	99.08

Return Histogram Since Oct 2017



Return Analysis Since Oct 2017

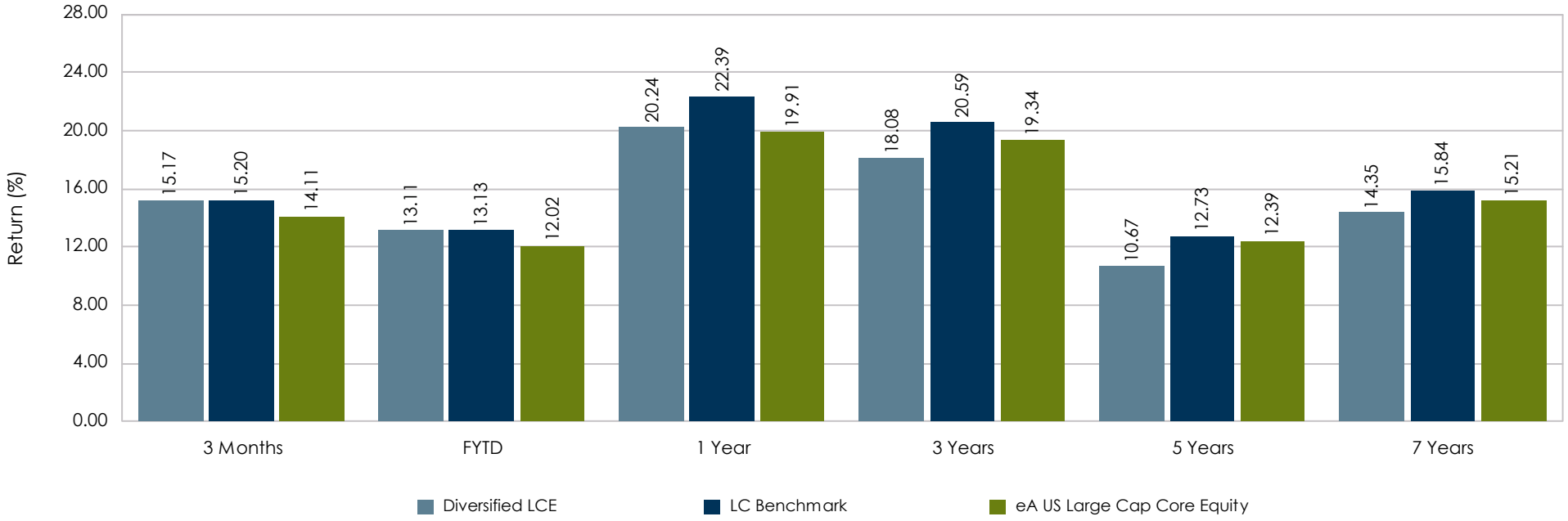
	Diversified LCE	LC Benchmark
Number of Months	105	105
Highest Monthly Return (%)	13.79	13.21
Lowest Monthly Return (%)	-14.99	-13.21
Number of Positive Months	70	71
Number of Negative Months	35	34
% of Positive Months	66.67	67.62

Statistics are calculated using monthly return data.

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FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026



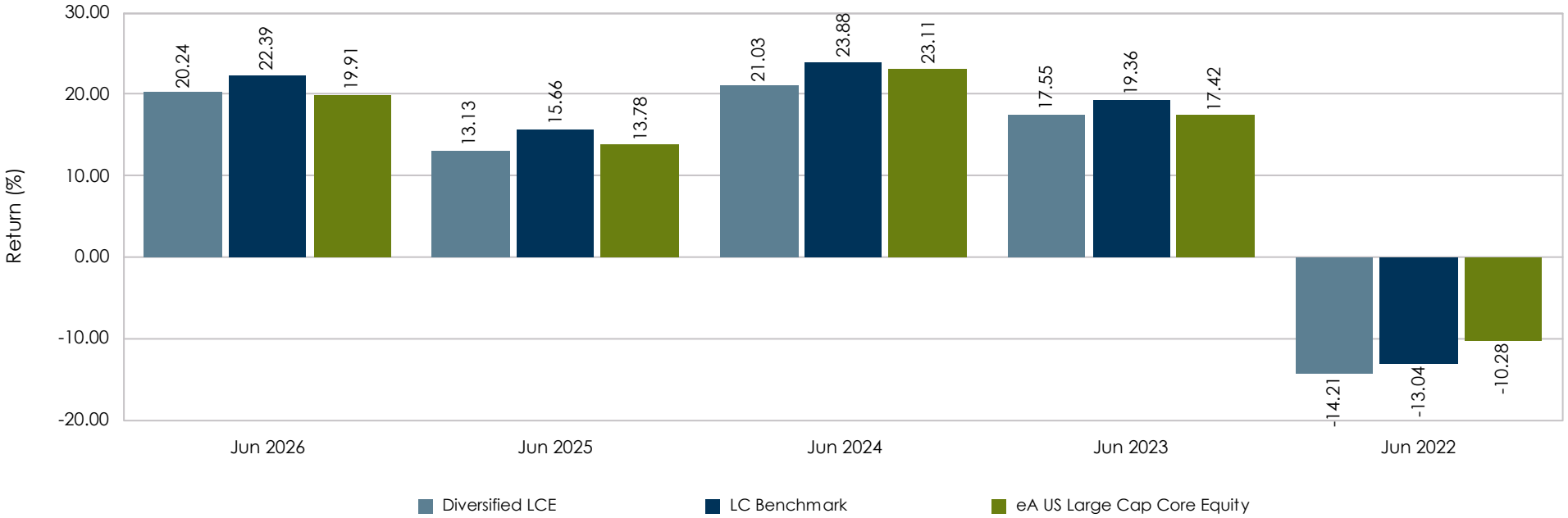
Ranking	38	40	49	62	71	63
5th Percentile	21.54	23.36	33.40	25.38	16.17	18.16
25th Percentile	16.07	14.91	24.10	21.66	14.02	16.62
50th Percentile	14.11	12.02	19.91	19.34	12.39	15.21
75th Percentile	10.28	8.46	14.82	15.65	10.26	13.23
95th Percentile	5.10	0.45	4.15	10.03	7.36	10.19
Observations	389	389	389	384	366	343

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified Large Cap Equity Portfolio

For the One Year Periods Ending June



Ranking	49	60	61	50	85
5th Percentile	33.40	20.79	32.53	24.24	-0.27
25th Percentile	24.10	15.93	27.10	20.17	-6.80
50th Percentile	19.91	13.78	23.11	17.42	-10.28
75th Percentile	14.82	11.17	17.50	13.73	-12.91
95th Percentile	4.15	8.28	9.98	8.69	-17.49
Observations	389	435	434	410	401

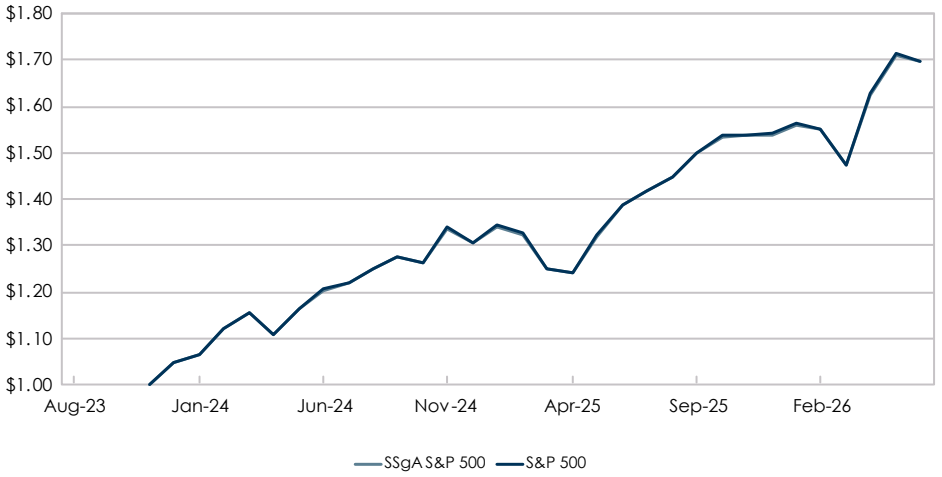
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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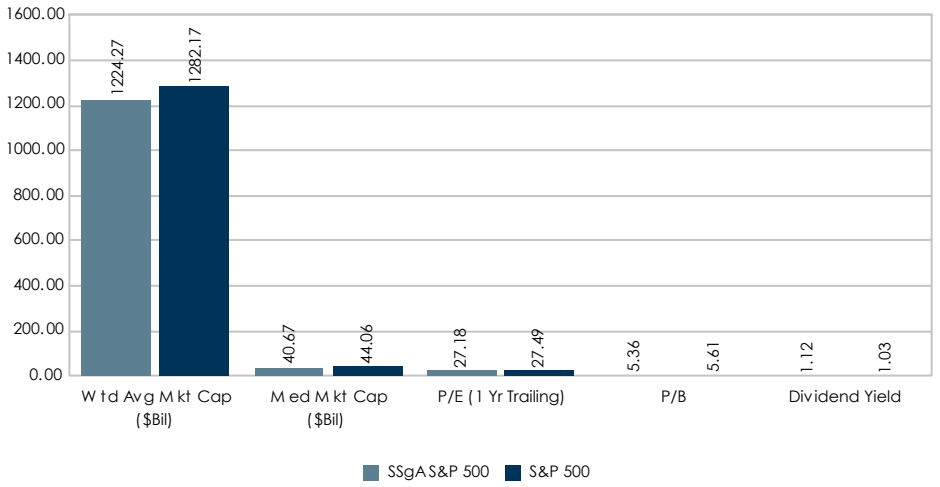
SSgA S&P 500 Index

For the Periods Ending June 30, 2026

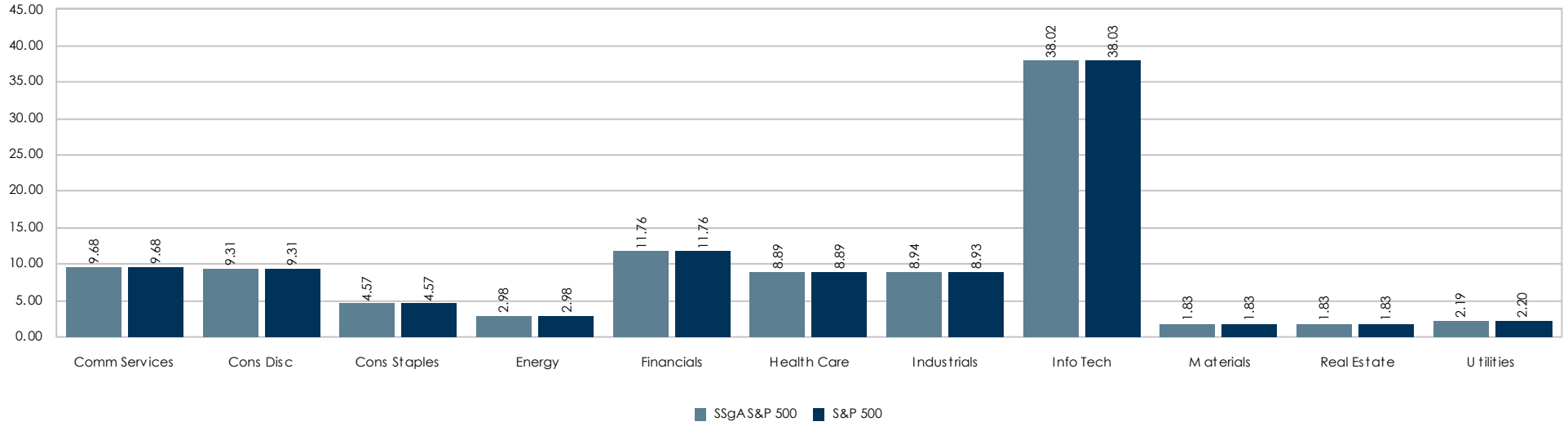
Growth of a Dollar



Characteristics



Sector Allocation



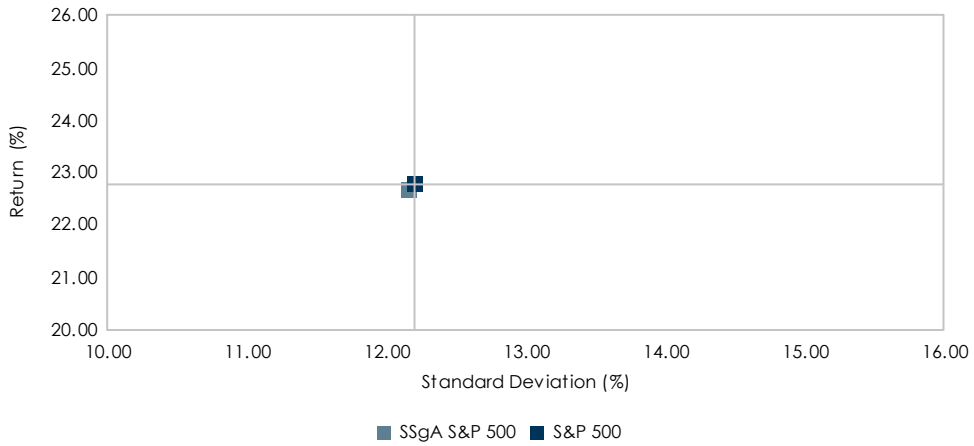
Characteristic and allocation charts represents data of the State Street S&P 500 Index CTF - Non Lending (Non-Mutual Commingled).

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SSgA S&P 500 Index

For the Periods Ending June 30, 2026

Risk / Return Since Dec 2023



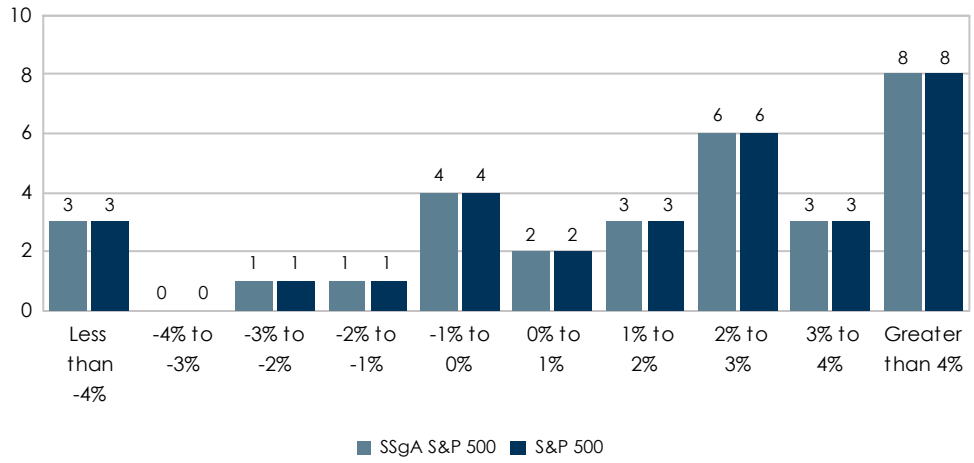
Portfolio Statistics Since Dec 2023

	SSgA S&P 500	S&P 500
Return (%)	22.66	22.74
Standard Deviation (%)	12.17	12.20
Sharpe Ratio	1.48	1.48

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	100.00
Alpha (%)	-0.01
Tracking Error (%)	0.05
Batting Average (%)	22.58
Up Capture (%)	99.59
Down Capture (%)	99.70

Return Histogram Since Dec 2023



Return Analysis Since Dec 2023

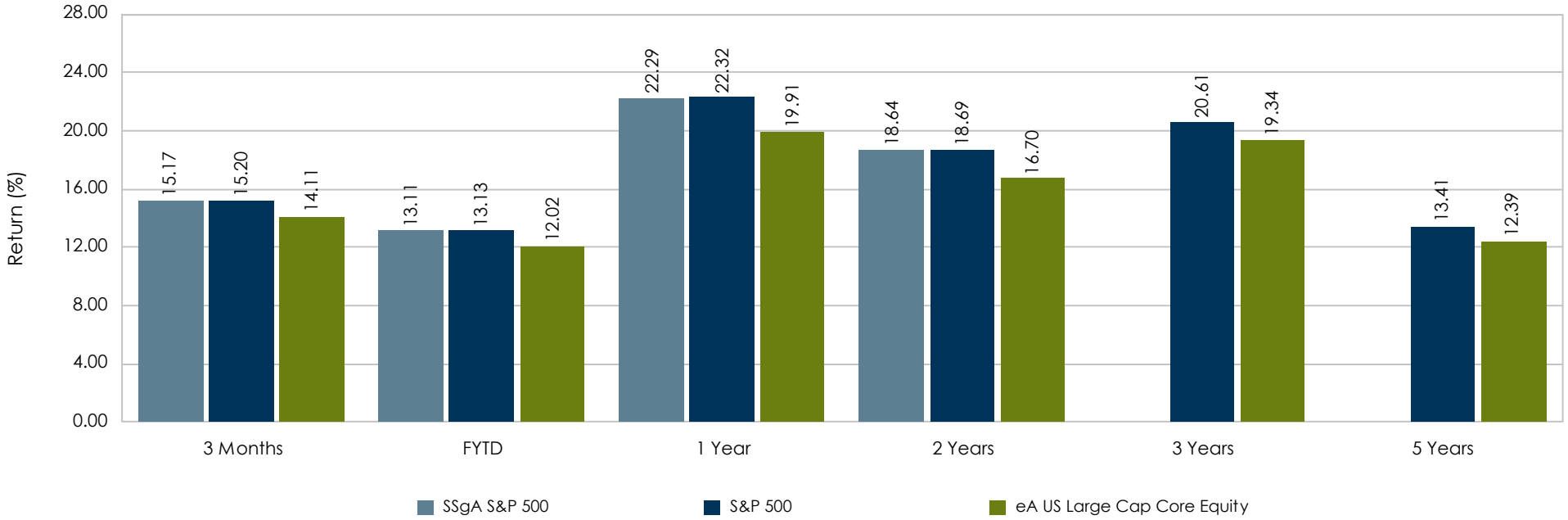
	SSgA S&P 500	S&P 500
Number of Months	31	31
Highest Monthly Return (%)	10.47	10.49
Lowest Monthly Return (%)	-5.61	-5.63
Number of Positive Months	22	22
Number of Negative Months	9	9
% of Positive Months	70.97	70.97

Statistics are calculated using monthly return data.

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SSgA S&P 500 Index

For the Periods Ending June 30, 2026



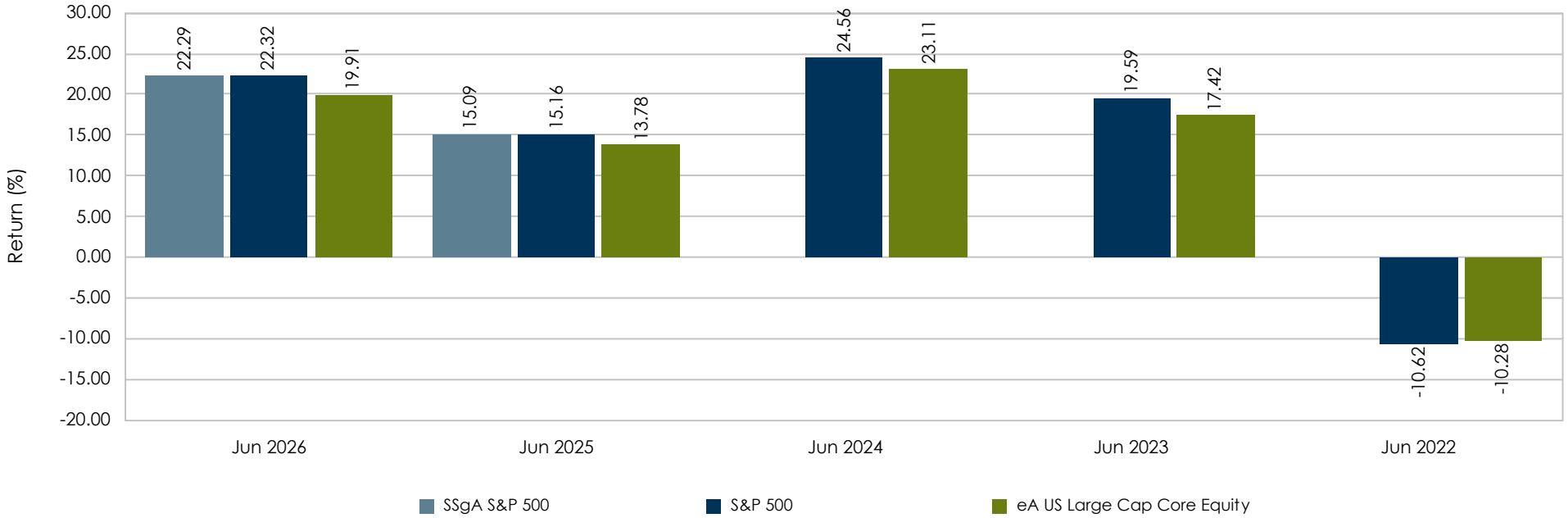
Ranking	38	40	35	33		
5th Percentile	21.54	23.36	33.40	24.10	25.38	16.17
25th Percentile	16.07	14.91	24.10	19.43	21.66	14.02
50th Percentile	14.11	12.02	19.91	16.70	19.34	12.39
75th Percentile	10.28	8.46	14.82	13.72	15.65	10.26
95th Percentile	5.10	0.45	4.15	8.19	10.03	7.36
Observations	389	389	389	386	384	366

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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SSgA S&P 500 Index

For the One Year Periods Ending June



Ranking	35	35			
5th Percentile	33.40	20.79	32.53	24.24	-0.27
25th Percentile	24.10	15.93	27.10	20.17	-6.80
50th Percentile	19.91	13.78	23.11	17.42	-10.28
75th Percentile	14.82	11.17	17.50	13.73	-12.91
95th Percentile	4.15	8.28	9.98	8.69	-17.49
Observations	389	435	434	410	401

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Small to Mid (SMID) (Strategy change in 2010)
- **Manager** Atlanta Capital Management Company
- **Vehicle** Separately Managed Account
- **Benchmark** A blend of Russell 2500 and Russell 2000
- **Performance Inception Date** January 2000
- **Fees** Manager Fee - 45 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 62 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in small to mid cap core style common stocks of companies domiciled in the US or traded on the New York Stock Exchange.
- Outperform a blended index of the Russell 2500 beginning June 1, 2010 and the Russell 2000 prior to that, over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.

Dollar Growth Summary ($000s)

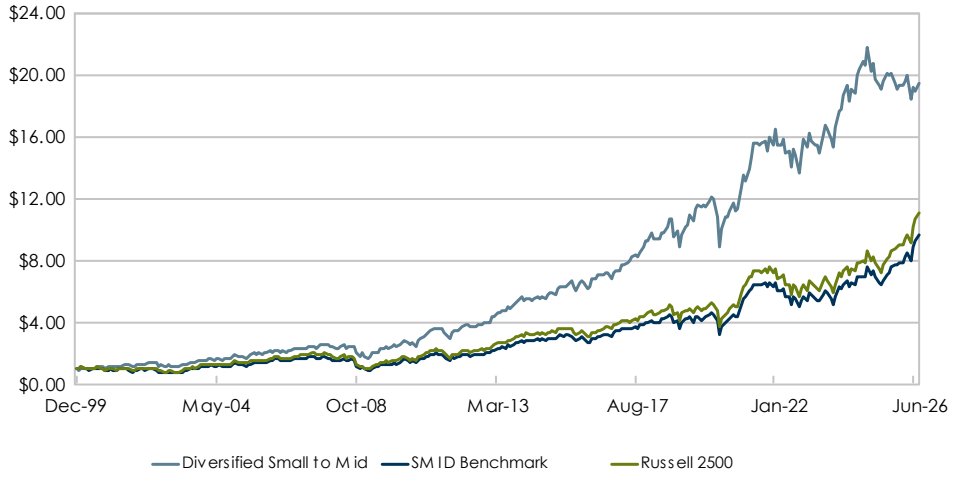
	FYTD	1 Year
Beginning Market Value	**216,553**	**210,219**
Net Additions	-8,671	4,997
Return on Investment	-486	-7,820
Income	*1,779*	*2,291*
Gain/Loss	*-2,266*	*-10,111*
Ending Market Value	**207,396**	**207,396**

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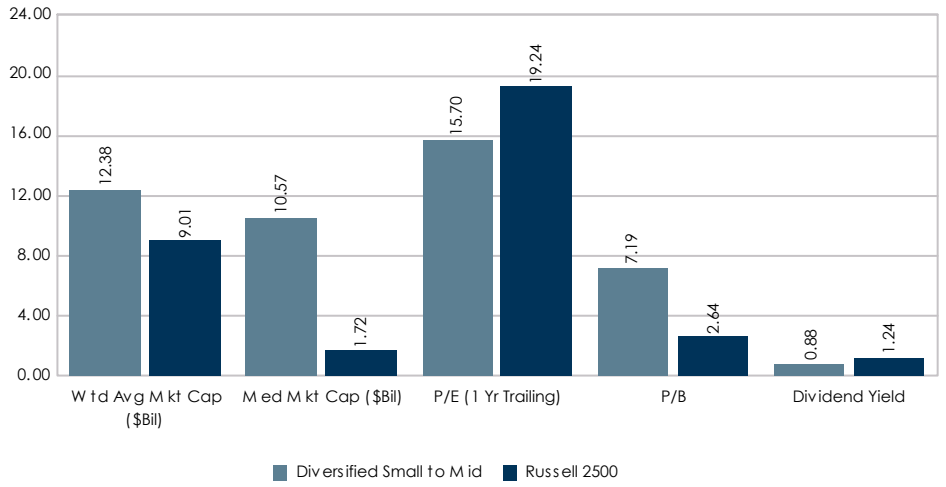
FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026

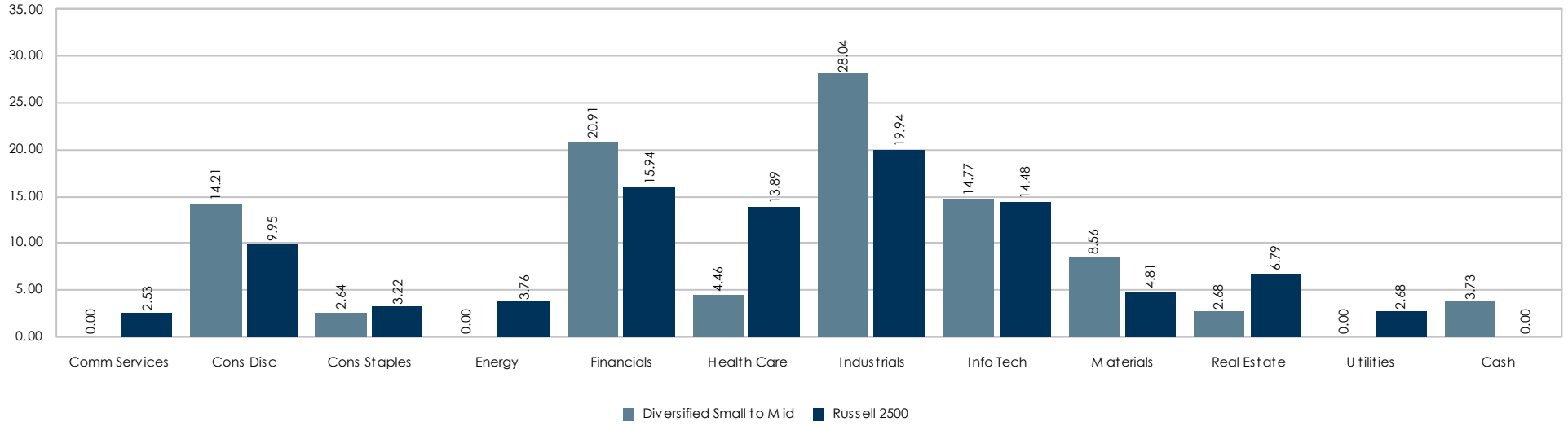
Growth of a Dollar



Characteristics



Sector Allocation

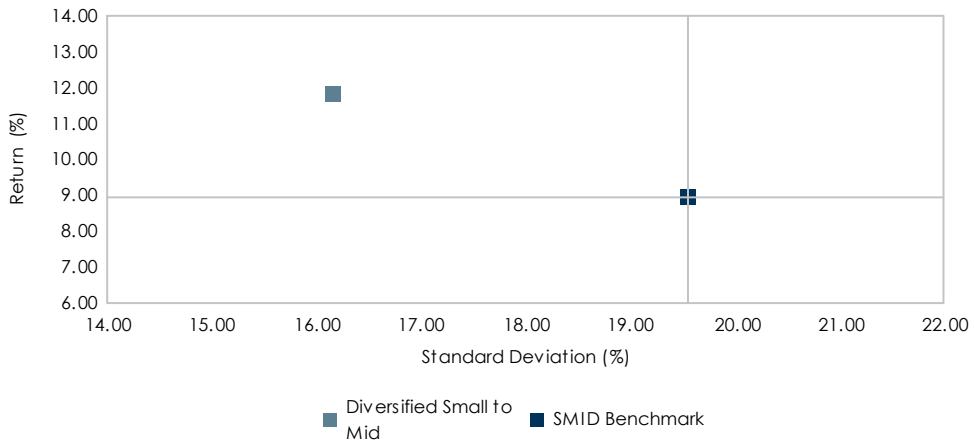


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FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Jan 2000



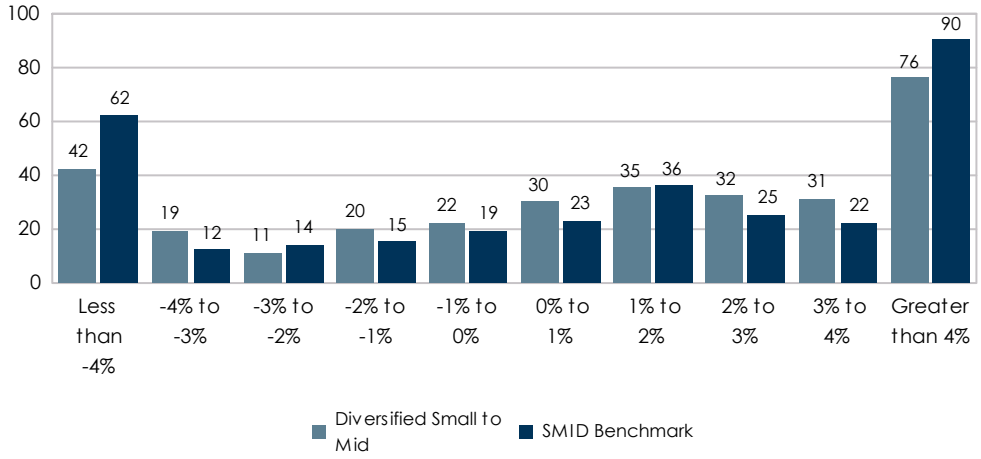
Portfolio Statistics Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Return (%)	11.85	8.95
Standard Deviation (%)	16.15	19.55
Sharpe Ratio	0.62	0.36

Benchmark Relative Statistics

Beta	0.76
R Squared (%)	83.78
Alpha (%)	4.70
Tracking Error (%)	8.07
Batting Average (%)	50.94
Up Capture (%)	80.68
Down Capture (%)	72.73

Return Histogram Since Jan 2000



Return Analysis Since Jan 2000

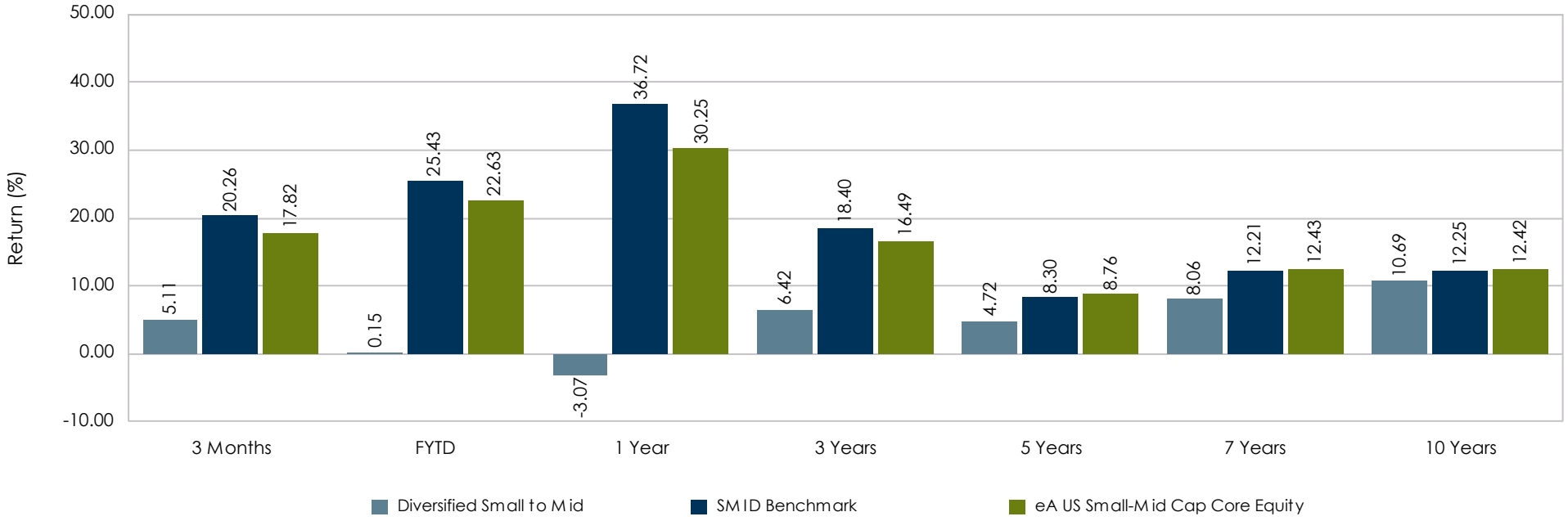
	Diversified Small to Mid	SMID Benchmark
Number of Months	318	318
Highest Monthly Return (%)	15.00	16.51
Lowest Monthly Return (%)	-17.49	-21.70
Number of Positive Months	204	196
Number of Negative Months	114	122
% of Positive Months	64.15	61.64

Statistics are calculated using monthly return data.

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FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026



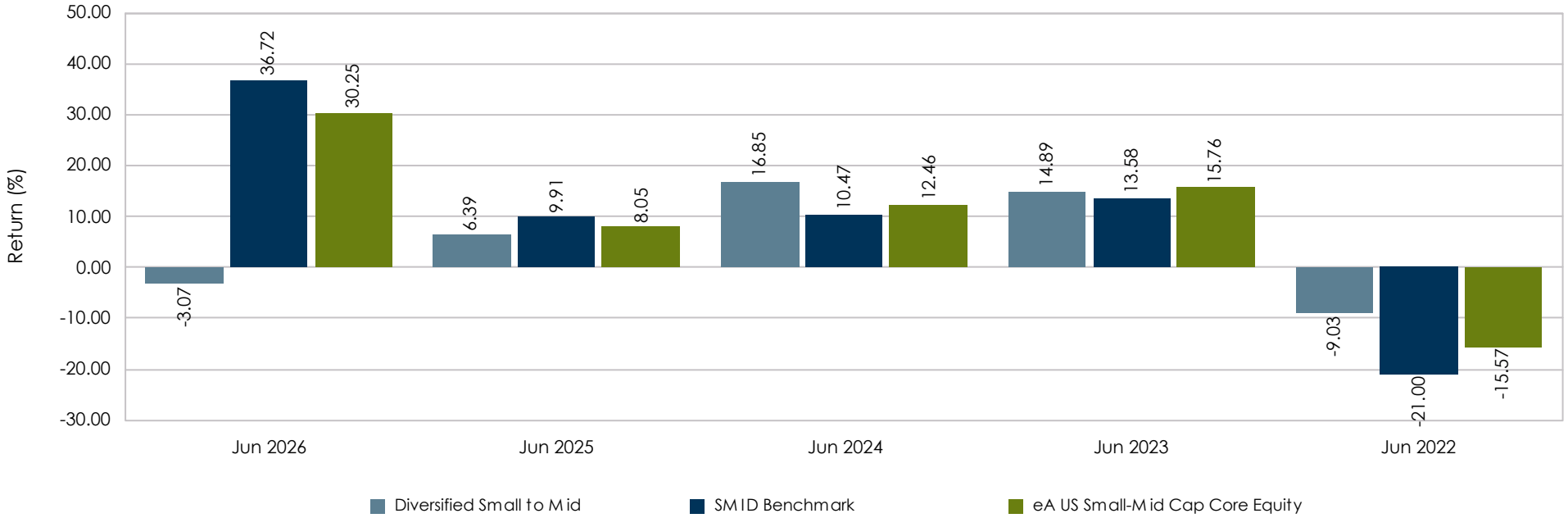
Ranking	98	98	99	94	89	93	85
5th Percentile	30.41	35.77	50.83	28.63	14.56	18.51	17.34
25th Percentile	21.78	26.92	38.78	20.09	10.99	14.05	14.18
50th Percentile	17.82	22.63	30.25	16.49	8.76	12.43	12.42
75th Percentile	13.39	14.81	19.50	12.11	6.54	10.36	10.98
95th Percentile	6.56	2.85	5.25	6.31	2.97	7.25	9.50
Observations	102	102	102	96	90	81	62

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified SMID Cap Equity Portfolio

For the One Year Periods Ending June



Ranking	99	71	19	57	11
5th Percentile	50.83	18.42	20.28	25.59	-6.95
25th Percentile	38.78	11.01	15.51	19.75	-11.91
50th Percentile	30.25	8.05	12.46	15.76	-15.57
75th Percentile	19.50	5.84	8.92	11.97	-19.43
95th Percentile	5.25	1.62	3.89	6.72	-23.97
Observations	102	105	105	107	100

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Investment Guidelines

Diversified Small to Mid (SMID) Cap Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector				
Communication Services	30.00%	0.00%	Yes	
Consumer Discretionary	30.00%	14.21%	Yes	
Consumer Staples	30.00%	2.64%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	20.91%	Yes	
Health Care	30.00%	4.46%	Yes	
Industrials	30.00%	28.04%	Yes	
Information Technology	30.00%	14.77%	Yes	
Materials	30.00%	8.56%	Yes	
Real Estate	30.00%	2.68%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	**Max. %**	**Actual Portfolio**	**Within Guidelines?**	**Comments**
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.00%	3.73%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.00%	4.69%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.00%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.00%	0.00%	Yes	
A maximum of 10% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	10.00%	0.00%	Yes	

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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** International Equity
- **Manager** Ninety One Asset Management and Allspring Global Investments
- **Vehicle** Non-Mutual Commingled
- **Benchmark** MSCI ACWI ex US
- **Performance Inception Date** June 2005 (Manager changes April 2011, October 2014 & October 2017)
- **Fees** Manager Fee - 43 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 59 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in developed and emerging markets outside the US. Maintains approximately equal weightings to both growth and value securities through a systematic rebalancing process.
- Outperform the MSCI ACWI ex US NetDiv over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Investments in foreign securities generally pose greater risk than domestic securities.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**282,955**	**276,876**
Net Additions	-30,441	-39,193
Return on Investment	37,645	52,475
Ending Market Value	**290,158**	**290,158**

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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026

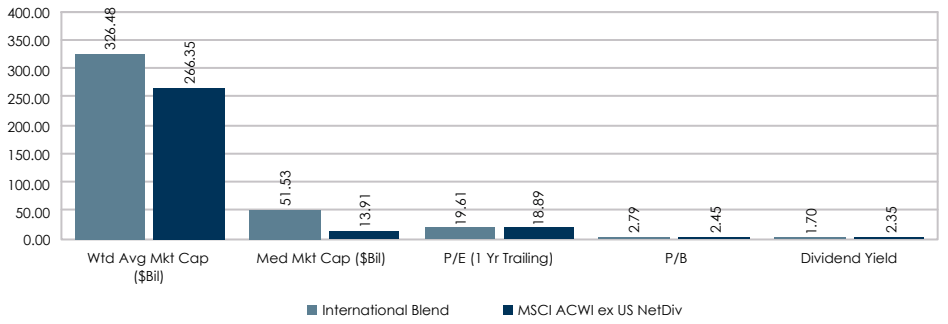
Manager Allocation

Name	Market Value ($000s)	Allocation (%)
Total International Blend	**290,158**	**100.00**
Ninety One International Equity Fund	261,507	90.13
Allspring EM Large/Mid Cap Eq	28,651	9.87

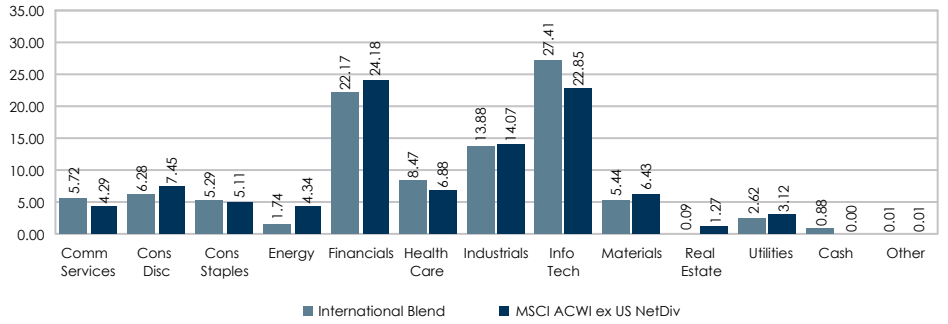
Dollar Growth Summary ($000s)

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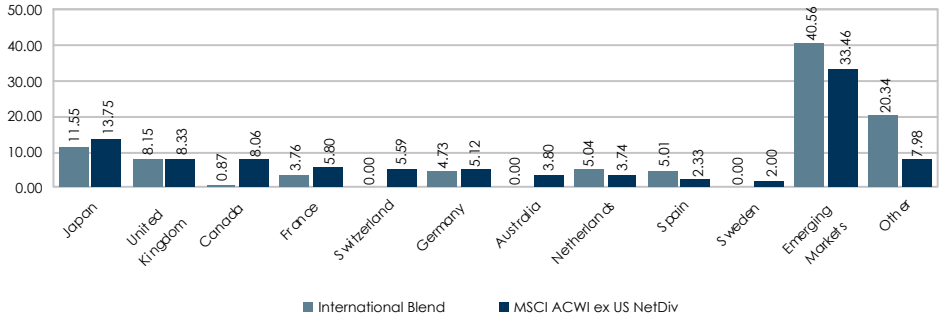
Characteristics



Sector Allocation



Country Allocation

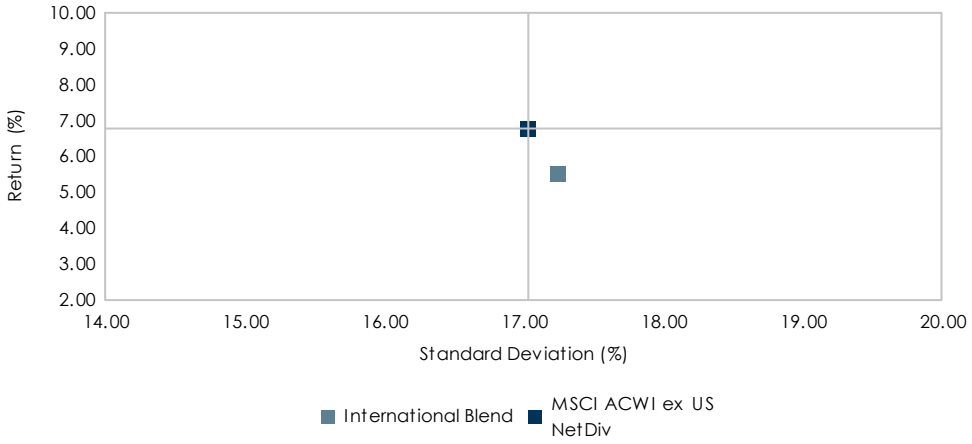


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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Jul 2005



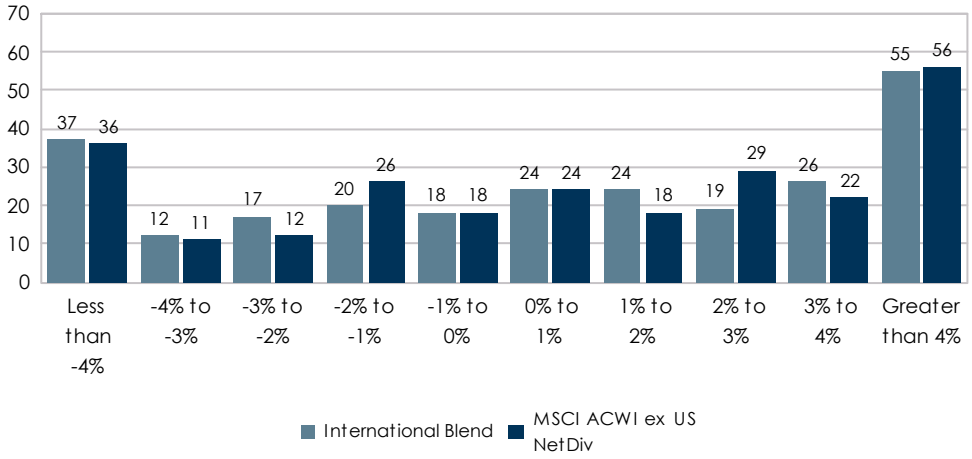
Portfolio Statistics Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Return (%)	5.51	6.78
Standard Deviation (%)	17.25	17.03
Sharpe Ratio	0.22	0.30

Benchmark Relative Statistics

Beta	0.99
R Squared (%)	94.74
Alpha (%)	-1.04
Tracking Error (%)	3.96
Batting Average (%)	47.62
Up Capture (%)	96.43
Down Capture (%)	101.78

Return Histogram Since Jul 2005



Return Analysis Since Jul 2005

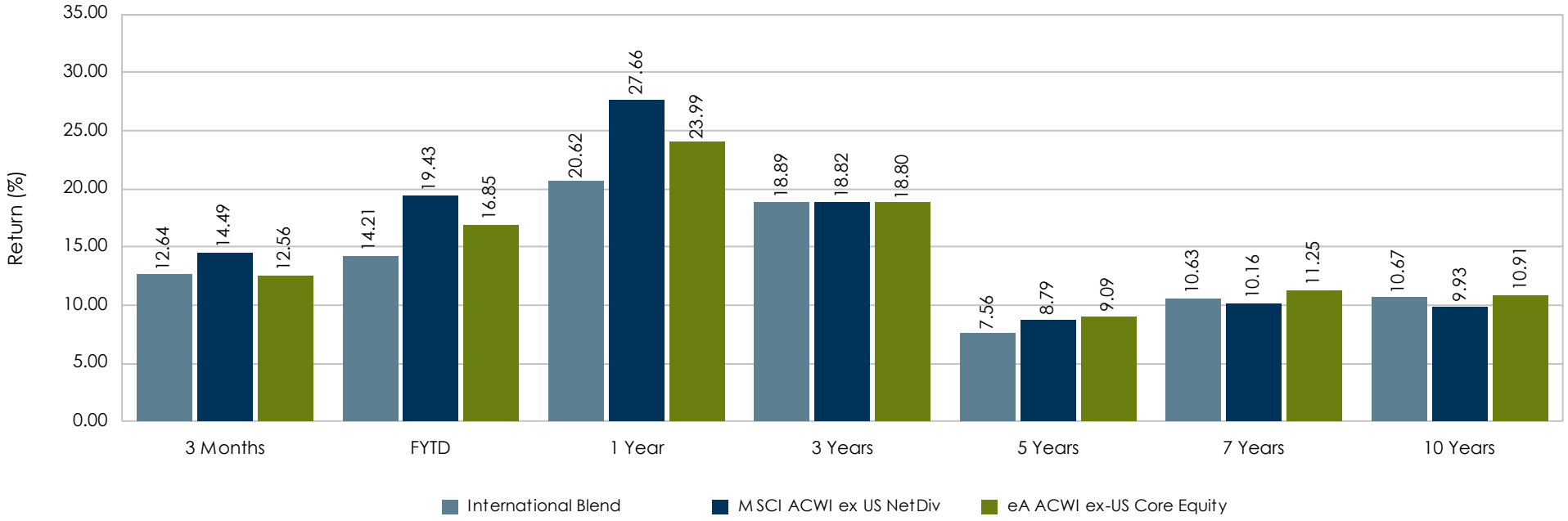
	International Blend	MSCI ACWI ex US NetDiv
Number of Months	252	252
Highest Monthly Return (%)	12.03	13.63
Lowest Monthly Return (%)	-21.48	-22.02
Number of Positive Months	148	149
Number of Negative Months	104	103
% of Positive Months	58.73	59.13

Statistics are calculated using monthly return data.

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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026



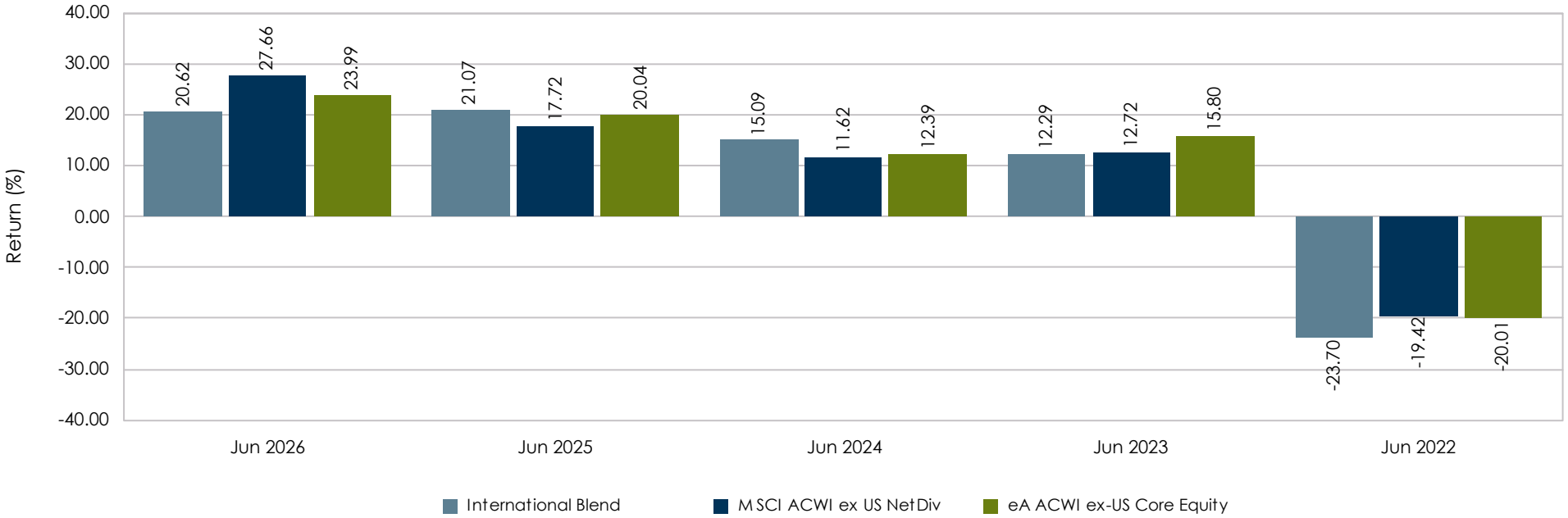
Ranking	50	64	67	49	70	61	59
5th Percentile	20.72	28.32	39.28	26.17	13.85	14.43	13.46
25th Percentile	15.65	21.34	30.45	22.17	10.97	12.83	12.04
50th Percentile	12.56	16.85	23.99	18.80	9.09	11.25	10.91
75th Percentile	9.38	12.54	17.40	15.85	7.02	9.56	9.86
95th Percentile	5.68	2.37	2.71	9.87	3.04	7.20	7.93
Observations	182	182	182	171	159	144	123

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT International Equity Portfolio

For the One Year Periods Ending June



Ranking	67	42	26	84	77
5th Percentile	39.28	29.88	21.09	22.17	-13.33
25th Percentile	30.45	23.34	15.10	17.87	-17.66
50th Percentile	23.99	20.04	12.39	15.80	-20.01
75th Percentile	17.40	16.86	9.15	13.23	-23.46
95th Percentile	2.71	9.73	4.45	7.94	-30.06
Observations	182	194	181	182	176

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Investment Guidelines

International Equity Portfolio

For the Periods Ending June 30, 2026

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Comments
Ninety One International Equity Fund	90.00%	80% - 100%	90.13%	Yes	
Allspring EM Large/Mid Cap Eq Fund	10.00%	0% - 20%	9.87%	Yes	

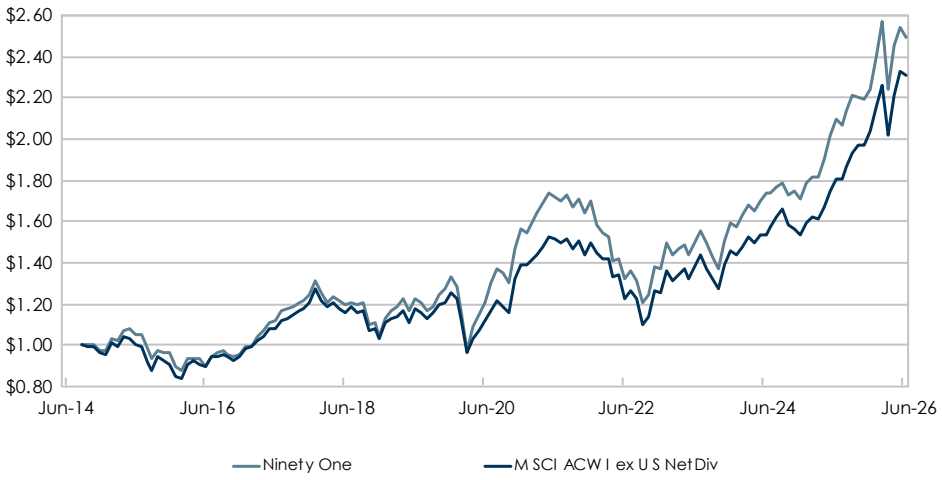
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%	0.88%	Yes	

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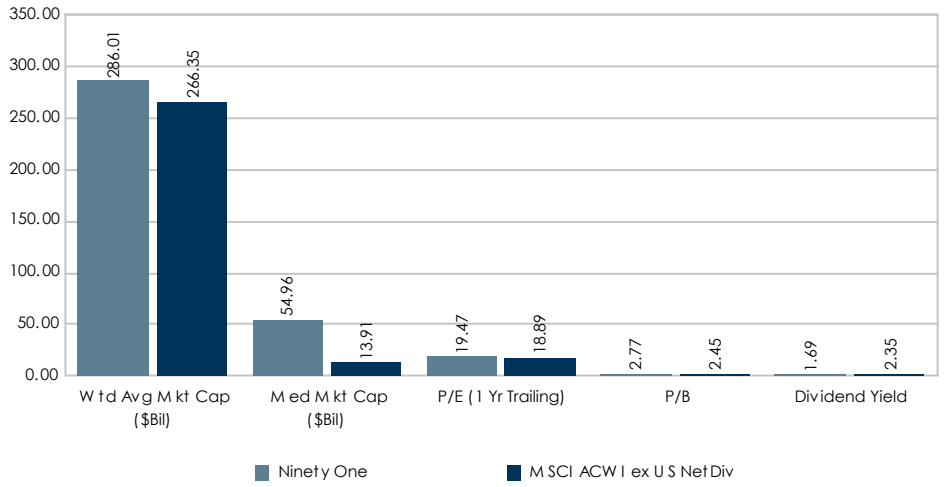
Ninety One International Equity Fund

For the Periods Ending June 30, 2026

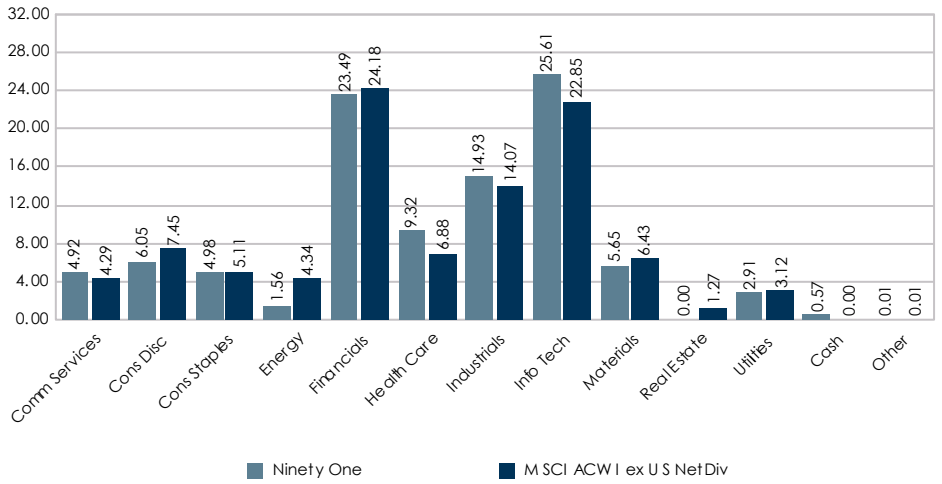
Growth of a Dollar



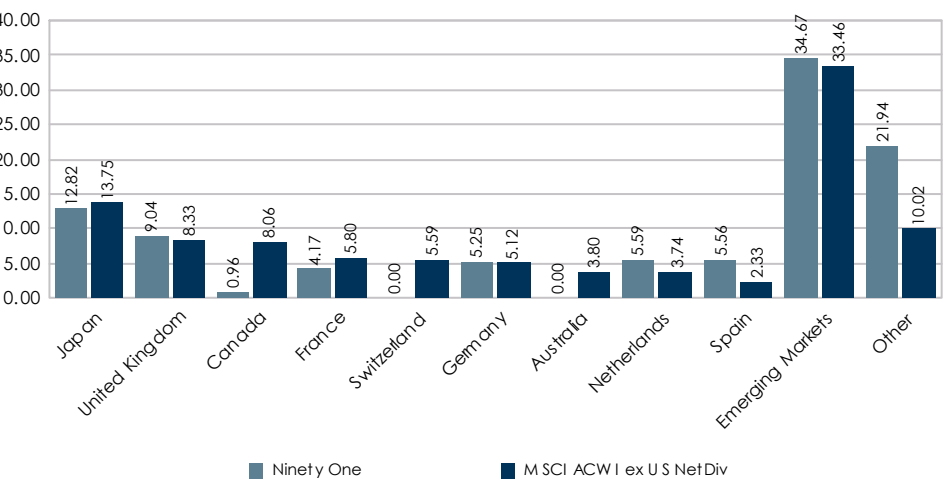
Characteristics



Sector Allocation



Country Allocation



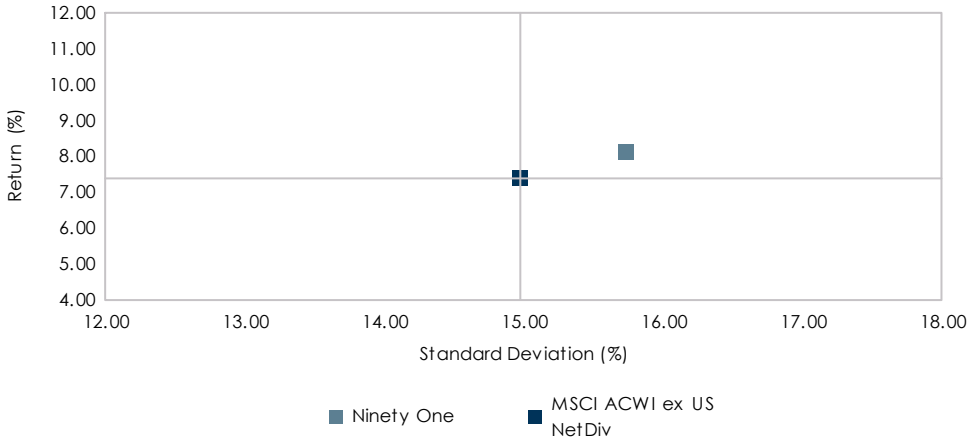
Characteristic and allocation charts represents data of the Ninety-One International Equity (Non-Mutual Commingled).

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Ninety One International Equity Fund

For the Periods Ending June 30, 2026

Risk / Return Since Oct 2014



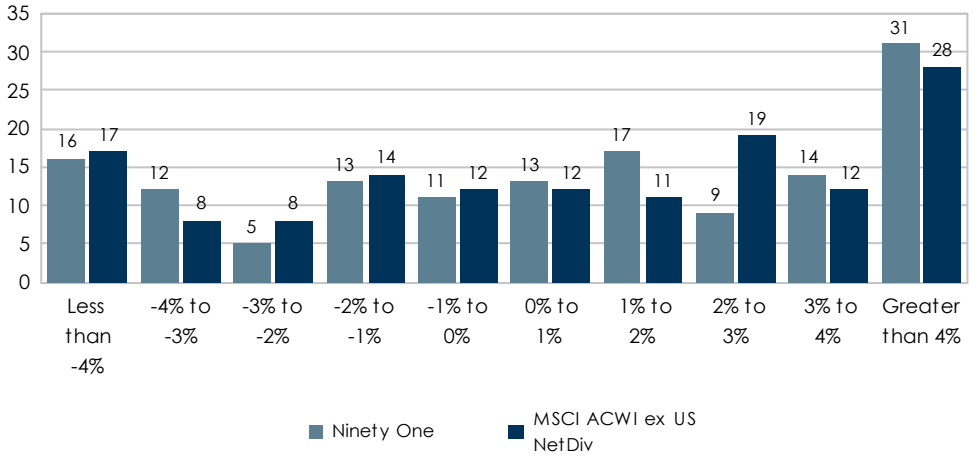
Portfolio Statistics Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Return (%)	8.09	7.40
Standard Deviation (%)	15.74	14.97
Sharpe Ratio	0.39	0.36

Benchmark Relative Statistics

Beta	1.01
R Squared (%)	92.55
Alpha (%)	0.68
Tracking Error (%)	4.30
Batting Average (%)	53.90
Up Capture (%)	102.36
Down Capture (%)	99.12

Return Histogram Since Oct 2014



Return Analysis Since Oct 2014

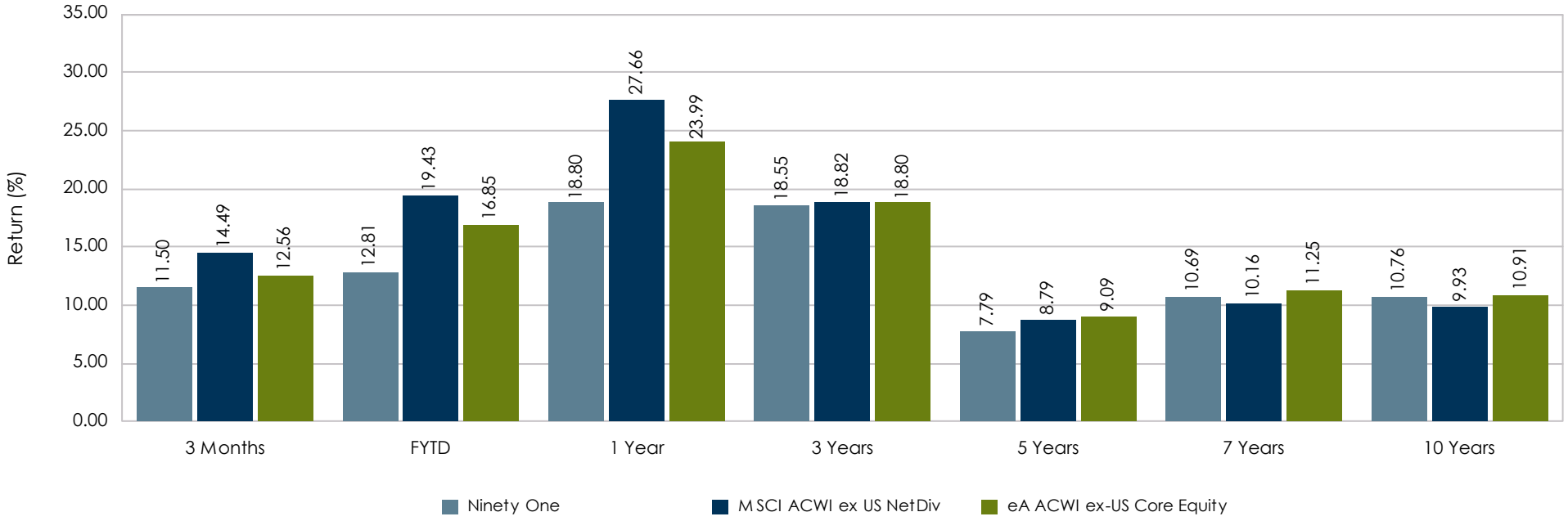
	Ninety One	MSCI ACWI ex US NetDiv
Number of Months	141	141
Highest Monthly Return (%)	12.16	13.45
Lowest Monthly Return (%)	-16.65	-14.48
Number of Positive Months	84	82
Number of Negative Months	57	59
% of Positive Months	59.57	58.16

Statistics are calculated using monthly return data.

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Ninety One International Equity Fund

For the Periods Ending June 30, 2026



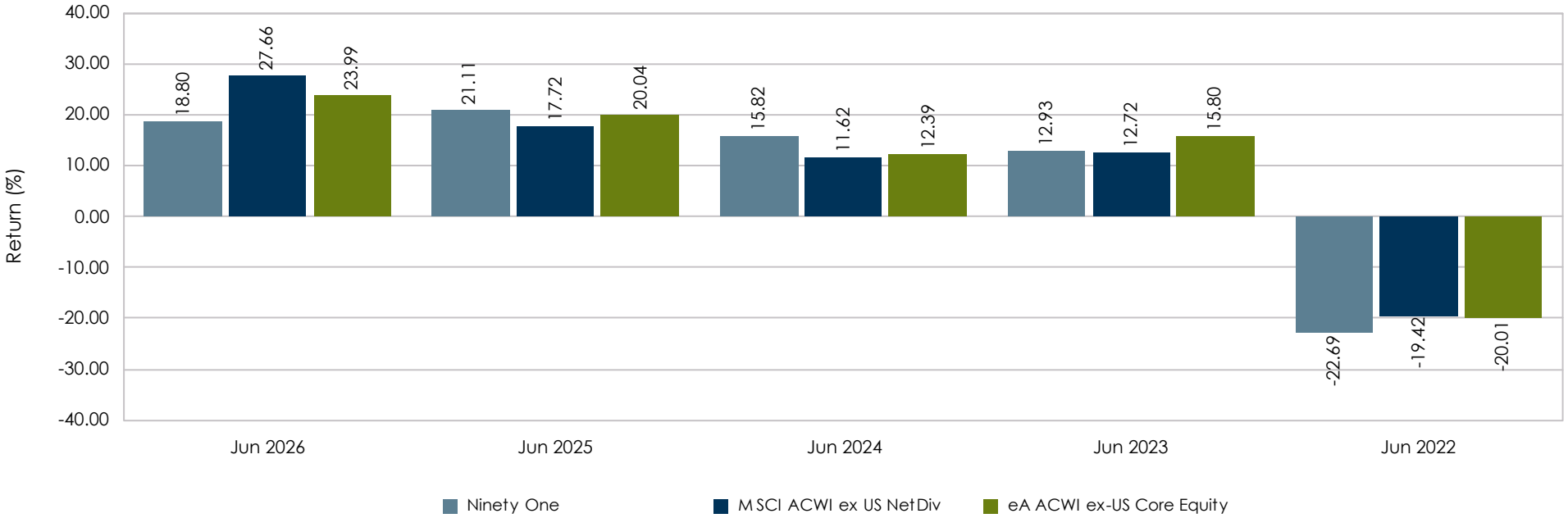
Ranking	62	73	71	55	67	59	56
5th Percentile	20.72	28.32	39.28	26.17	13.85	14.43	13.46
25th Percentile	15.65	21.34	30.45	22.17	10.97	12.83	12.04
50th Percentile	12.56	16.85	23.99	18.80	9.09	11.25	10.91
75th Percentile	9.38	12.54	17.40	15.85	7.02	9.56	9.86
95th Percentile	5.68	2.37	2.71	9.87	3.04	7.20	7.93
Observations	182	182	182	171	159	144	123

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Ninety One International Equity Fund

For the One Year Periods Ending June



Ranking	71	42	22	80	71
5th Percentile	39.28	29.88	21.09	22.17	-13.33
25th Percentile	30.45	23.34	15.10	17.87	-17.66
50th Percentile	23.99	20.04	12.39	15.80	-20.01
75th Percentile	17.40	16.86	9.15	13.23	-23.46
95th Percentile	2.71	9.73	4.45	7.94	-30.06
Observations	182	194	181	182	176

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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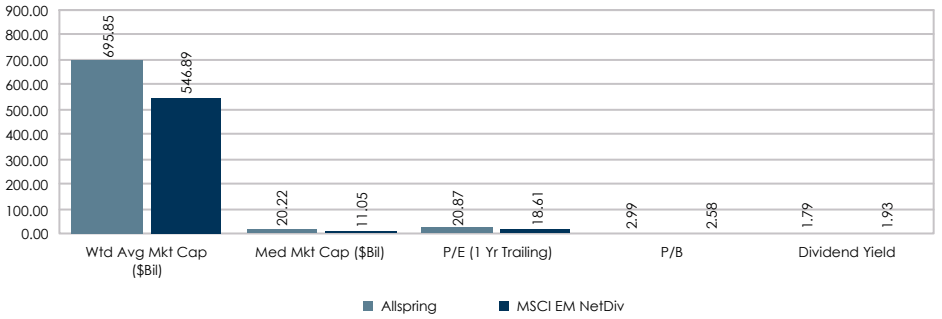
Allspring EM Large/Mid Cap Eq

For the Periods Ending June 30, 2026

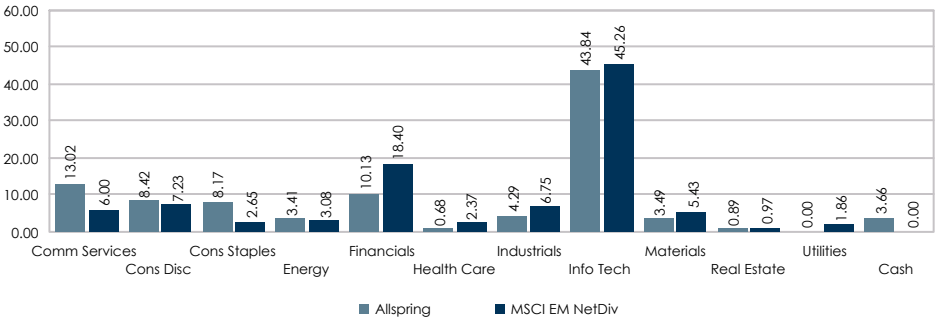
Account Description

- **Strategy** Emerging Markets Equity
- **Vehicle** Non-Mutual Commingled
- **Benchmark** MSCI EM NetDiv
- **Performance Inception Date** November 2017

Characteristics



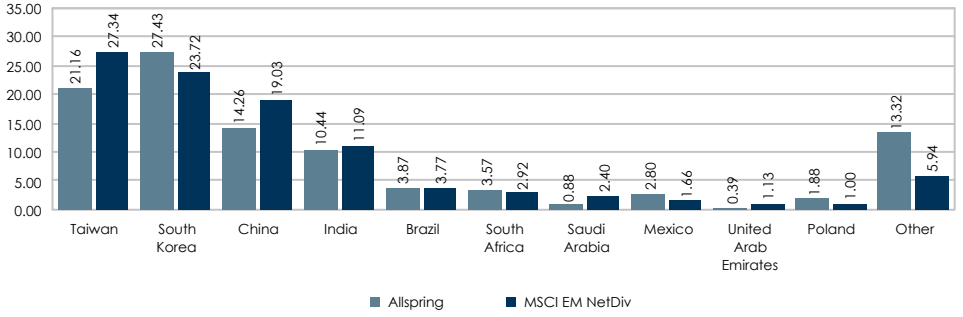
Sector Allocation



Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**22,170**	**20,288**
Net Additions	-1	-5
Return on Investment	6,482	8,368
Ending Market Value	**28,651**	**28,651**

Country Allocation



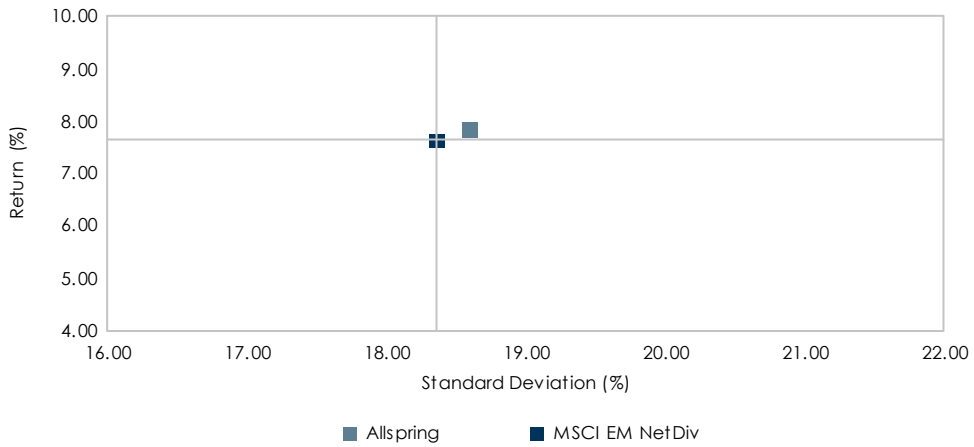
Characteristic and allocation charts represents data of the Allspring Emerging Markets Large/Mid Cap Fund (Non-Mutual Commingled).

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Allspring EM Large/Mid Cap Eq

For the Periods Ending June 30, 2026

Risk / Return Since Nov 2017



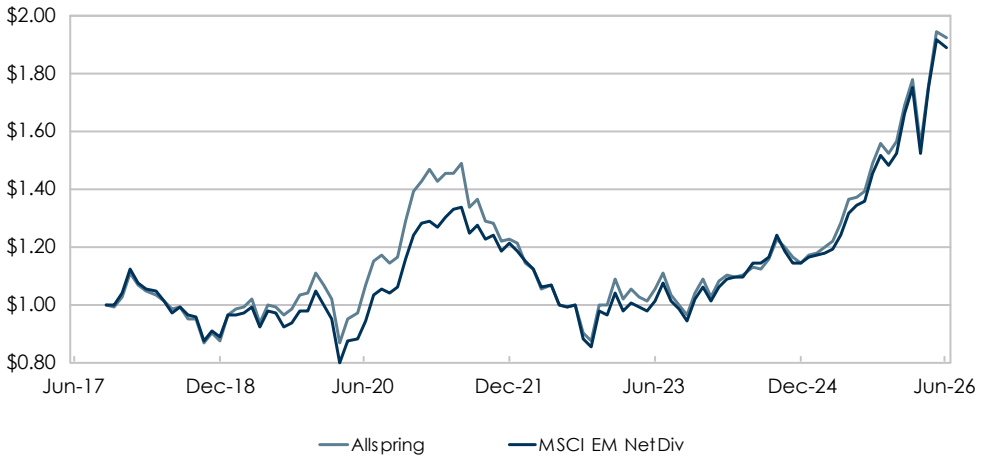
Portfolio Statistics Since Nov 2017

	Allspring	MSCI EM NetDiv
Return (%)	7.84	7.62
Standard Deviation (%)	18.61	18.36
Sharpe Ratio	0.28	0.27

Benchmark Relative Statistics

Beta	0.99
R Squared (%)	95.71
Alpha (%)	0.33
Tracking Error (%)	3.86
Batting Average (%)	54.81
Up Capture (%)	101.64
Down Capture (%)	100.59

Growth of a Dollar Since Nov 2017



Return Analysis Since Nov 2017

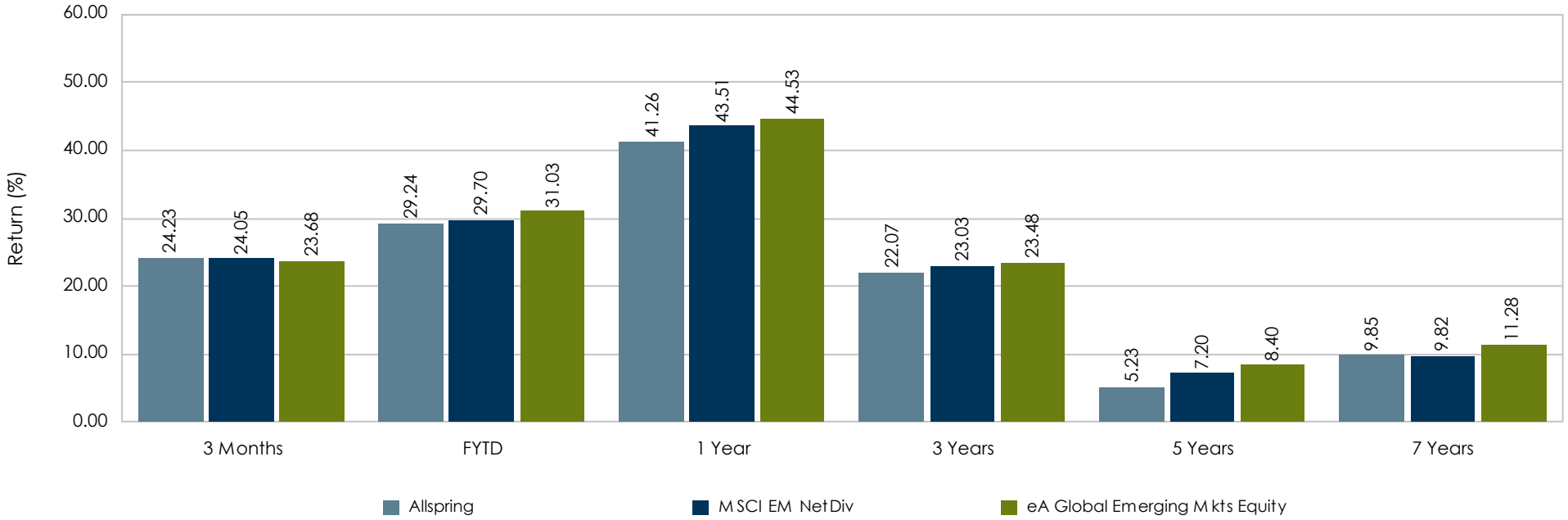
	Allspring	MSCI EM NetDiv
Number of Months	104	104
Highest Monthly Return (%)	14.02	14.83
Lowest Monthly Return (%)	-14.87	-15.40
Number of Positive Months	59	61
Number of Negative Months	45	43
% of Positive Months	56.73	58.65

Statistics are calculated using monthly return data.

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Allspring EM Large/Mid Cap Eq

For the Periods Ending June 30, 2026



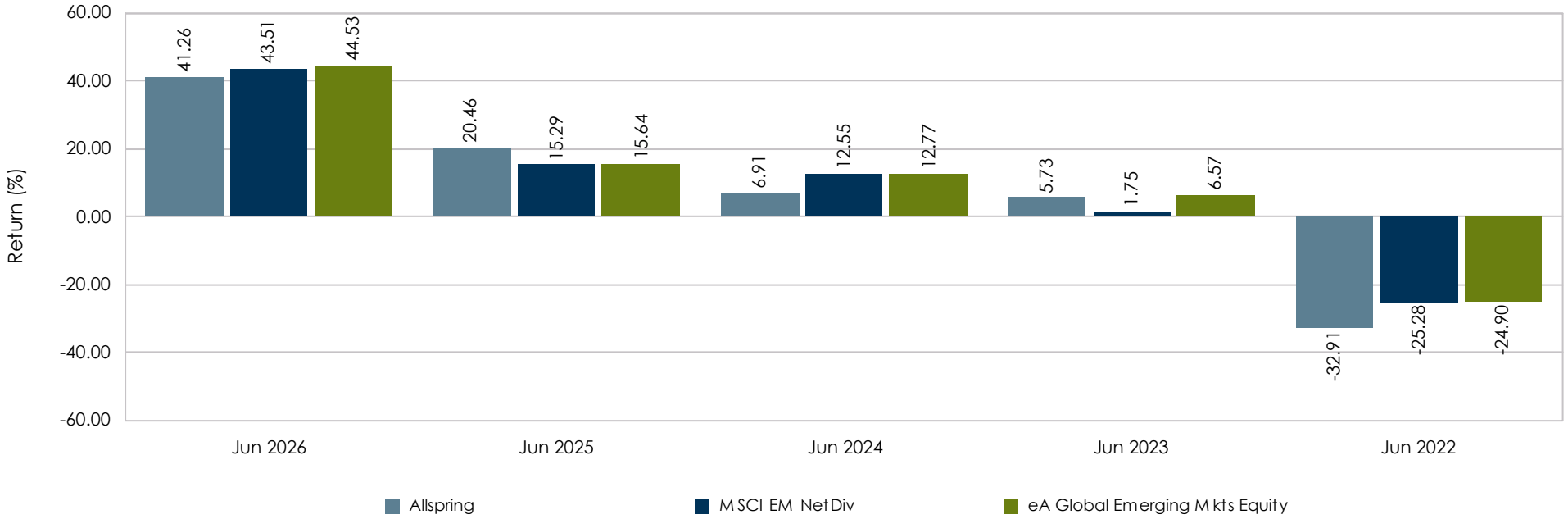
Ranking	44	60	60	64	85	72
5th Percentile	34.49	47.77	65.11	31.67	14.94	16.24
25th Percentile	27.64	36.43	52.08	26.60	11.02	13.04
50th Percentile	23.68	31.03	44.53	23.48	8.40	11.28
75th Percentile	15.87	21.38	31.09	19.43	6.67	9.80
95th Percentile	4.69	8.70	14.95	12.68	2.43	7.06
Observations	501	501	501	483	446	398

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Allspring EM Large/Mid Cap Eq

For the One Year Periods Ending June



Ranking	60	15	84	55	91
5th Percentile	65.11	24.33	27.50	20.37	-12.12
25th Percentile	52.08	18.50	16.88	12.04	-20.09
50th Percentile	44.53	15.64	12.77	6.57	-24.90
75th Percentile	31.09	13.05	9.36	2.56	-28.86
95th Percentile	14.95	7.51	1.88	-1.26	-34.93
Observations	501	550	553	562	568

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Core Real Estate Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Core Real Estate
- **Manager** Morgan Stanley Real Estate Advisor, Inc.
- **Vehicle** Non-Mutual Commingled
- **Benchmark** NFI ODCE Net Index
- **Performance Inception Date** April 2018
- **Fees** Manager Fees - 124 bps; Admin Fees - 14.5 bps
- **Total Expenses** Approximately 141 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000 or Member's entire remaining account balance if the Member's balance falls below $50,000
- The Portfolio is open once a quarter, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the calendar quarter.
- The Administrator must have advance written notification of Member contributions or redemptions 90 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**144,101**	**146,819**
Net Additions	43,437	38,576
Return on Investment	3,474	5,617
Ending Market Value	**191,012**	**191,012**

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FMIvT Core Real Estate Portfolio

For the Periods Ending June 30, 2026

Account Description

- **Strategy** Core Real Estate
- **Vehicle** Non-Mutual Commingled
- **Benchmark** NFI ODCE Net
- **Performance Inception Date** April 2018

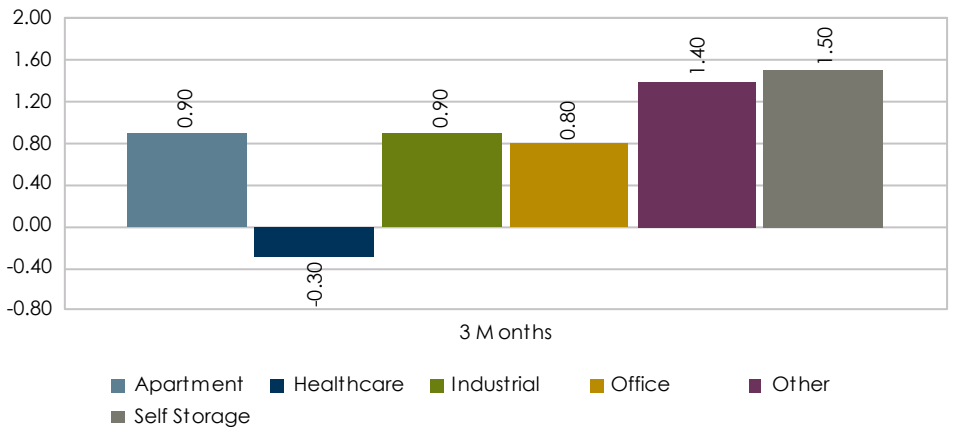
Fund Information

Gross Market Value	$42,770,000,000
Net Market Value	$30,710,000,000
Cash Balance of Fund	$122,840,000
# of Properties	505
# of Participants	503

Performance Goals

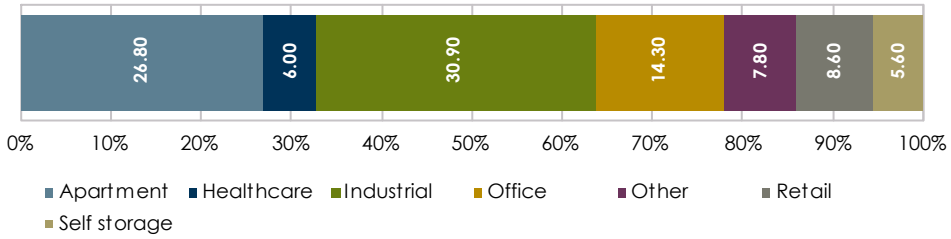
- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Returns by Property Type (%)

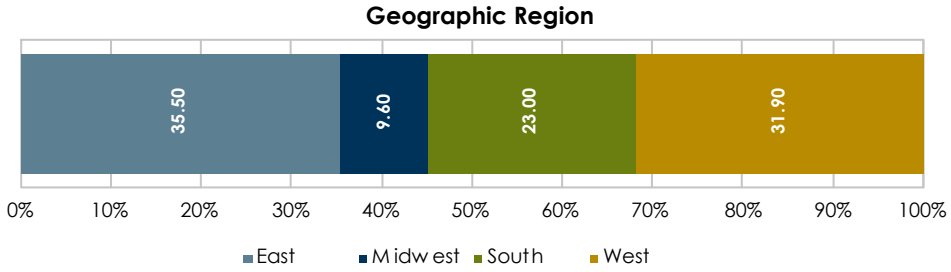


Allocations

Property Type



Geographic Region



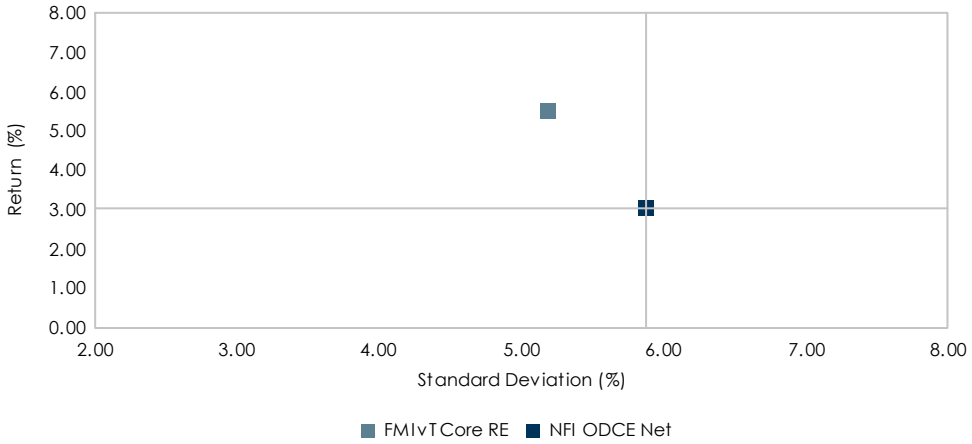
Characteristic and allocation charts represents data of the Prime Property Fund, LLC (Non-Mutual Commingled).

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FMIvT Core Real Estate Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Apr 2018



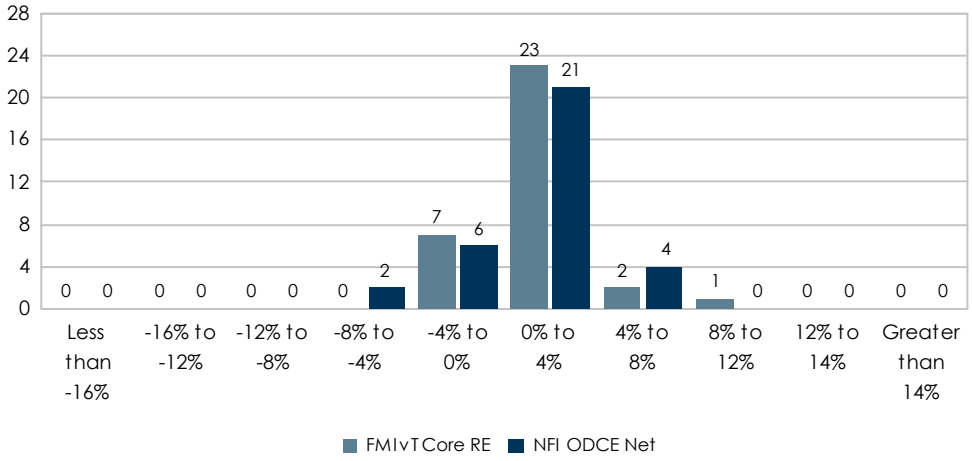
Portfolio Statistics Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Return (%)	5.53	3.01
Standard Deviation (%)	5.19	5.87
Sharpe Ratio	0.55	0.06

Benchmark Relative Statistics

Beta	0.84
R Squared (%)	90.21
Alpha (%)	0.73
Tracking Error (%)	1.88
Batting Average (%)	75.76
Up Capture (%)	115.29
Down Capture (%)	47.81

Return Histogram Since Apr 2018



Return Analysis Since Apr 2018

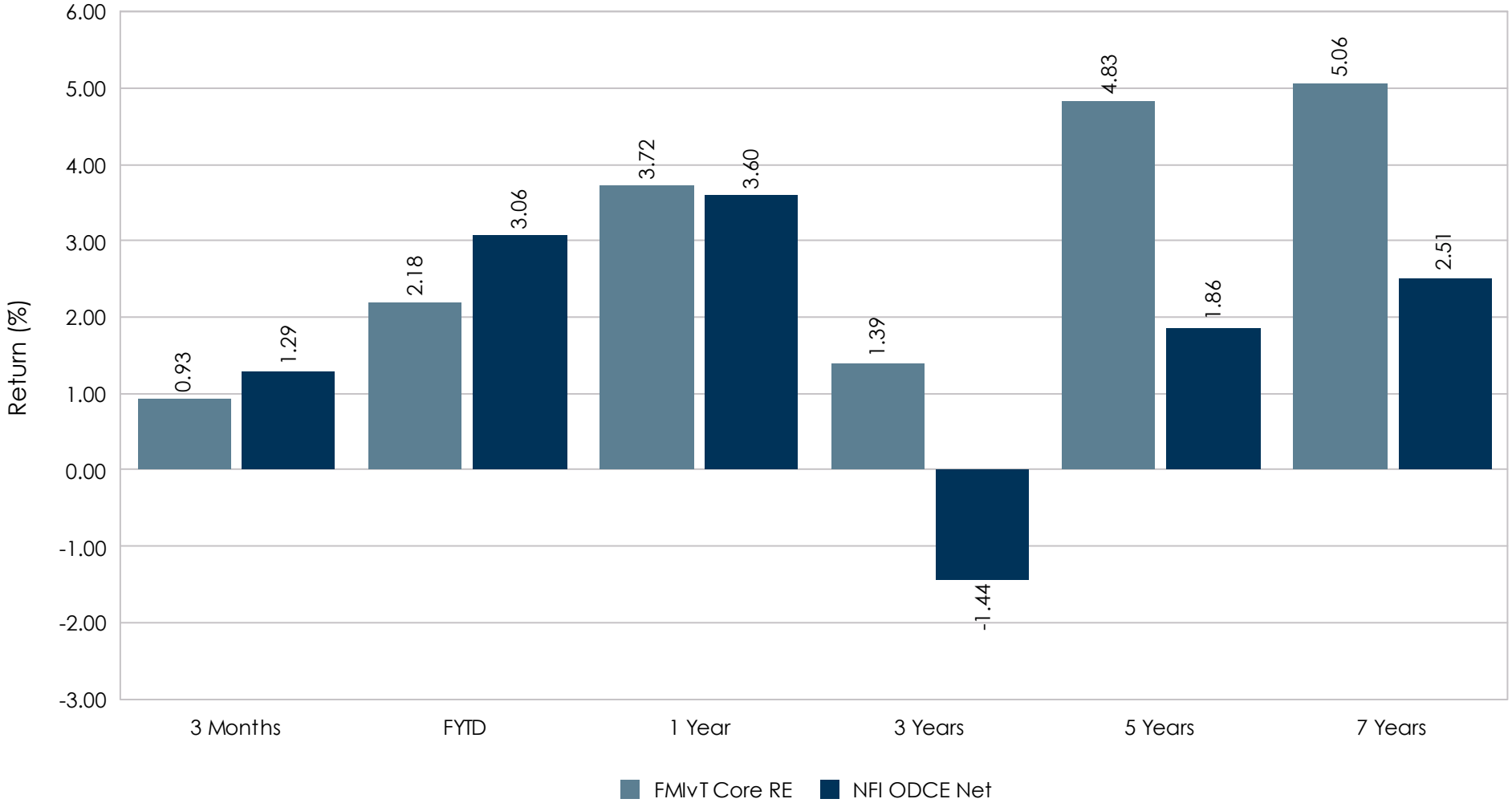
	FMIvT Core RE	NFI ODCE Net
Number of Quarters	33	33
Highest Quarterly Return (%)	9.83	7.66
Lowest Quarterly Return (%)	-3.48	-5.17
Number of Positive Quarters	26	25
Number of Negative Quarters	7	8
% of Positive Quarters	78.79	75.76

Statistics are calculated using quarterly return data.

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FMIvT Core Real Estate Portfolio

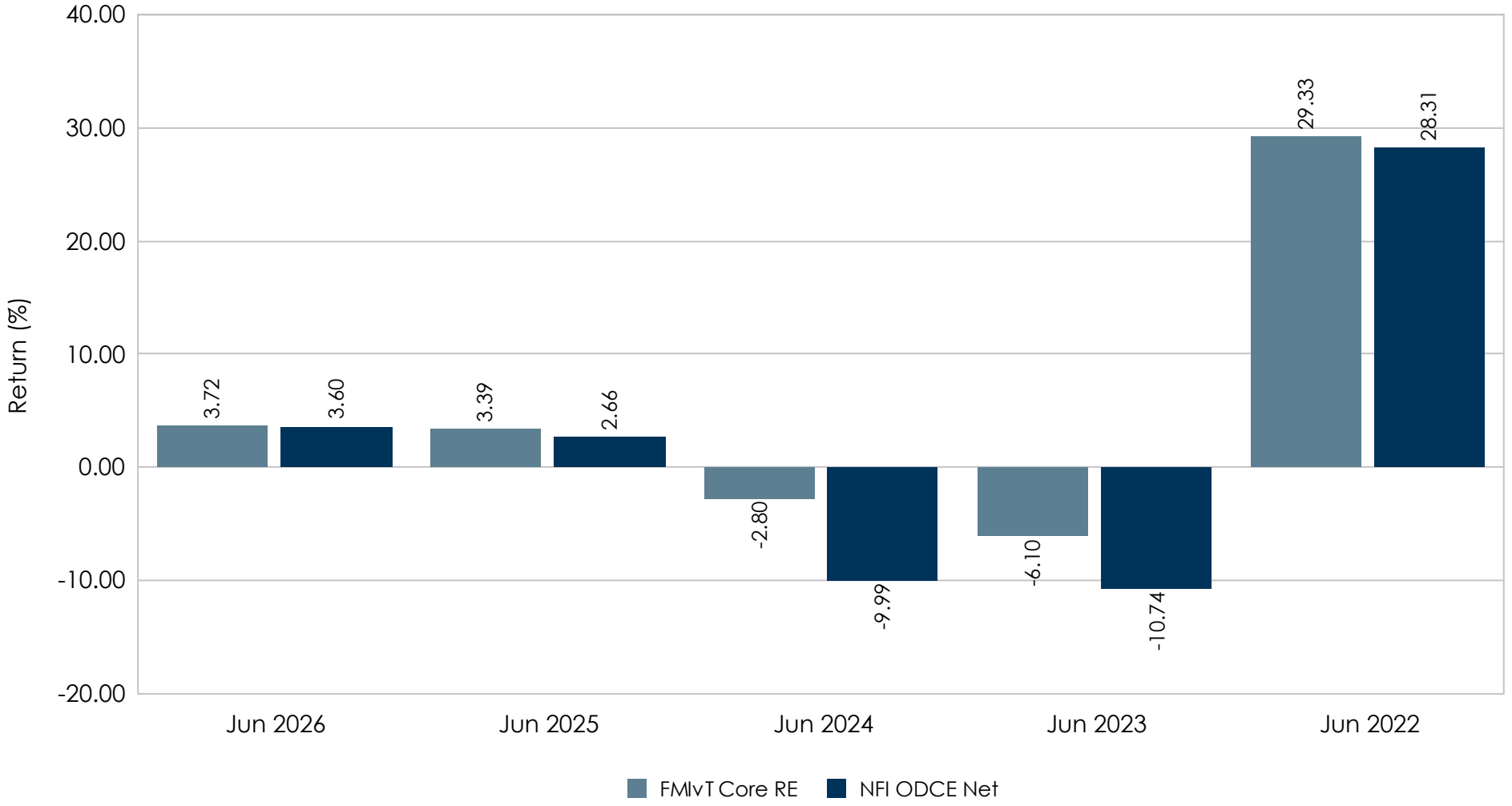
For the Periods Ending June 30, 2026



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FMIvT Core Real Estate Portfolio

For the One Year Periods Ending June



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Plan Information for Quarter Ending

June 30, 2026

Wauchula General

FMPTF
FLORIDA MUNICIPAL PENSION TRUST FUND

Beginning Balance	$26,221,847.24
Contributions	$185,482.13
Earnings	$1,897,766.97
Distributions	($269,772.75)
Expenses	($36,801.21)
Other	$0.00
Ending Balance	$27,998,522.38

Cash	$195,989.65	0.7%
Broad Market HQ Bond Fund	$3,947,791.66	14.1%
Core Plus Fixed Income	$3,975,790.18	14.2%
Diversified Large Cap	$7,475,605.48	26.7%
Diversified Small to Mid Cap	$3,639,807.91	13.0%
International Equity	$5,795,694.13	20.7%
Core Real Estate	$2,967,843.37	10.6%

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(800) 342 - 8112

Wauchula General

FLORIDA MUNICIPAL PENSION TRUST FUND

Plan Account Statement for 04/01/2026 to 06/30/2026

Beginning Balance	Contributions	Earnings/(Losses)	Distributions	Fees / Req. / Exp.	Other	Ending Balance
$26,221,847.24	$185,482.13	$1,897,766.97	($269,772.75)	($36,801.21)	$0.00	$27,998,522.38

Transaction Detail

Contributions

Contribution Detail

Date	Payroll Ending	Employer	EE Pre-Tax	EE After-Tax	State Excise	Subtotal
04/06/2026	03/27/2026	$14,560.73	$0.00	$0.00	$0.00	$14,560.73
04/06/2026	03/27/2026	$0.00	$15,589.62	$0.00	$0.00	$15,589.62
04/20/2026	04/10/2026	$0.00	$16,016.76	$0.00	$0.00	$16,016.76
04/20/2026	04/10/2026	$14,959.70	$0.00	$0.00	$0.00	$14,959.70
04/29/2026	04/23/2026	$0.00	$43.53	$0.00	$0.00	$43.53
04/29/2026	04/23/2026	$40.68	$0.00	$0.00	$0.00	$40.68
04/29/2026	04/24/2026	$0.00	$15,962.70	$0.00	$0.00	$15,962.70
04/29/2026	04/24/2026	$14,909.18	$0.00	$0.00	$0.00	$14,909.18
05/13/2026	05/08/2026	$0.00	$15,852.23	$0.00	$0.00	$15,852.23
05/13/2026	05/08/2026	$14,806.02	$0.00	$0.00	$0.00	$14,806.02
06/03/2026	05/22/2026	$0.00	$15,755.49	$0.00	$0.00	$15,755.49
06/03/2026	05/22/2026	$14,715.61	$0.00	$0.00	$0.00	$14,715.61
06/03/2026	05/29/2026	$0.00	$84.64	$0.00	$0.00	$84.64
06/03/2026	05/29/2026	$79.05	$0.00	$0.00	$0.00	$79.05
06/17/2026	06/05/2026	$0.00	$16,518.63	$0.00	$0.00	$16,518.63
06/17/2026	06/05/2026	$15,428.43	$0.00	$0.00	$0.00	$15,428.43
06/24/2026	06/09/2026	$0.00	$82.28	$0.00	$0.00	$82.28
06/24/2026	06/09/2026	$76.85	$0.00	$0.00	$0.00	$76.85
Total						$185,482.13

Rollover Detail

Date	Participant	EE Pre-Tax Rollover	EE After Tax Rollover	Total
Total				$0.00

Fees, Requisitions and Expenses

Date	Req. Num	Description	Amount
04/01/2026	R-2026-Qrtrly2-068	VENDOR: FMPTF/ DETAIL: 03/31/2026 Quarterly Fees	($10,624.21)
05/29/2026	R-2026-05-00449	VENDOR: FMPTF/ DETAIL: Invoice No 316-0526a Special Cost Study	($225.00)
05/29/2026	R-2026-05-00450	VENDOR: FMPTF/ DETAIL: Invoice No 316-0526 Actuarial valuation and individual benefit statements as of October 1, 2025	($17,250.00)
06/17/2026	R-2026-05-00455	VENDOR: City of Wauchula/ DETAIL: Reimbursement City for Pension Attorney bills	($8,702.00)
Total			($36,801.21)

Other

Date	Description	Amount
Total		$0.00

Earnings / (Losses)

Date	Amount
04/30/2026	$1,381,735.35
05/31/2026	$553,459.55
06/30/2026	($37,427.93)

301 S. Bronough Street
P.O. Box 1757
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Wauchula General

FLORIDA MUNICIPAL PENSION TRUST FUND

Plan Account Statement for 04/01/2026 to 06/30/2026

Total	$1,897,766.97

Distributions

Lump Sum Detail

Date	Participant	Type	Amount
04/24/2026	Mitchell Allen	Lump Sum	($15,898.05)
05/01/2026	Travis D Likens	Lump Sum	($3,369.29)
05/15/2026	Manuel Mora-Aldama	Lump Sum	($3,833.08)
Total			($23,100.42)

Recurring Payment Detail

Date	Participant	Amount
04/01/2026	Aguilar , Jeannie	($2,220.06)
04/01/2026	Allen, Stanley	($1,097.14)
04/01/2026	Atchley, Terry	($3,720.78)
04/01/2026	Baker, Jeffery	($1,228.20)
04/01/2026	Beattie , Maria	($673.50)
04/01/2026	Braddock, James A.	($2,324.54)
04/01/2026	Brown, Mavis	($100.00)
04/01/2026	Brown, Randall	($1,321.77)
04/01/2026	Carlton, Freddie	($778.26)
04/01/2026	Chestnut, Sandra L.	($2,179.33)
04/01/2026	Cogburn, Shirley	($100.00)
04/01/2026	Conerly, Jerry	($100.00)
04/01/2026	Doying, Victoria L.	($2,193.39)
04/01/2026	Dulanski Jr, John C	($918.65)
04/01/2026	Dupree, Suzanne	($100.00)
04/01/2026	Ehrenkaufer, Domitila	($2,988.37)
04/01/2026	Ellis, Donnie	($1,701.88)
04/01/2026	Flippin, Michael	($617.95)
04/01/2026	Gibbs, Susan K.	($1,647.76)
04/01/2026	Gibney, John	($1,250.16)
04/01/2026	Grimes, Fayree	($100.00)
04/01/2026	Ham, Mathew	($621.33)
04/01/2026	Harris, Thomas R.	($2,832.80)
04/01/2026	Hartley, James	($1,819.05)
04/01/2026	Heine, Michael	($4,876.43)
04/01/2026	Johnson, Billy	($1,715.41)
04/01/2026	Kilpatrick, Donald	($1,768.46)
04/01/2026	Lake, Dennis	($2,613.00)
04/01/2026	Limoges, Kyle	($728.68)
04/01/2026	Maddox, Andrew	($5,086.29)
04/01/2026	McClellan , Beverly Smith	($2,773.02)
04/01/2026	Mier, Jose	($717.92)
04/01/2026	Minear, James	($1,749.58)
04/01/2026	Morris, Alfred	($3,622.32)
04/01/2026	Morris, Robert W.	($4,955.53)
04/01/2026	Osteen, Claude	($3,700.85)
04/01/2026	Osteen, Kenneth	($3,100.14)
04/01/2026	Outley , Bessie	($1,654.49)
04/01/2026	Pearson, Conrad	($733.92)
04/01/2026	Pearson, Tammy	($1,036.14)
04/01/2026	Peeples, Danny M.	($100.00)
04/01/2026	Quackenbush, Bernard	($883.18)
04/01/2026	Russell , Mary Sue	($934.86)
04/01/2026	Snyder, Virginia	($2,368.45)
04/01/2026	Stanford, Margie	($672.30)
04/01/2026	Svendsen, Theresa A	($2,795.22)
04/01/2026	Willis, Mark A.	($

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Wauchula General

FLORIDA MUNICIPAL PENSION TRUST FUND

Plan Account Statement for 04/01/2026 to 06/30/2026

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05/01/2026	Baker, Jeffery	($1,228.20)
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05/01/2026	Braddock, James A.	($2,324.54)
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05/01/2026	Brown, Randall	($1,321.77)
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05/01/2026	Chestnut, Sandra L.	($2,179.33)
05/01/2026	Cogburn, Shirley	($100.00)
05/01/2026	Conerly, Jerry	($100.00)
05/01/2026	Doying, Victoria L.	($2,193.39)
05/01/2026	Dulanski Jr, John C	($918.65)
05/01/2026	Dupree, Suzanne	($100.00)
05/01/2026	Ehrenkaufer, Domitila	($2,988.37)
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05/01/2026	Flippin, Michael	($617.95)
05/01/2026	Gibbs, Susan K.	($1,647.76)
05/01/2026	Gibney, John	($1,250.16)
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05/01/2026	Ham, Mathew	($621.33)
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05/01/2026	Kilpatrick, Donald	($1,768.46)
05/01/2026	Lake, Dennis	($2,613.00)
05/01/2026	Limoges, Kyle	($728.68)
05/01/2026	Maddox, Andrew	($5,086.29)
05/01/2026	McClellan , Beverly Smith	($2,773.02)
05/01/2026	Mier, Jose	($717.92)
05/01/2026	Minear, James	($1,749.58)
05/01/2026	Morris, Alfred	($3,622.32)
05/01/2026	Morris, Robert W.	($4,955.53)
05/01/2026	Osteen, Claude	($3,700.85)
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05/01/2026	Pearson, Tammy	($1,036.14)
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05/01/2026	Quackenbush, Bernard	($883.18)
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05/01/2026	Snyder, Virginia	($2,368.45)
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05/01/2026	Willis, Mark A.	($1,003.00)
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Wauchula General

FLORIDA MUNICIPAL PENSION TRUST FUND

Plan Account Statement for 04/01/2026 to 06/30/2026

06/01/2026	Brown, Randall	($1,321.77)
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06/01/2026	Chestnut, Sandra L.	($2,179.33)
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06/01/2026	Conerly, Jerry	($100.00)
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06/01/2026	Dulanski Jr, John C	($918.65)
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06/01/2026	Morris, Robert W.	($4,955.53)
06/01/2026	Osteen, Claude	($3,700.85)
06/01/2026	Osteen, Kenneth	($3,100.14)
06/01/2026	Outley , Bessie	($1,654.49)
06/01/2026	Pearson, Conrad	($733.92)
06/01/2026	Pearson, Tammy	($1,036.14)
06/01/2026	Peeples, Danny M.	($100.00)
06/01/2026	Quackenbush, Bernard	($883.18)
06/01/2026	Russell , Mary Sue	($934.86)
06/01/2026	Snyder, Virginia	($2,368.45)
06/01/2026	Stanford, Margie	($672.30)
06/01/2026	Svendsen, Theresa A	($2,795.22)
06/01/2026	Willis, Mark A.	($1,003.00)
Total		($246,672.33)

Florida Municipal Pension Trust Fund – DB 60% Equity Allocation

Executive Summary

As of June 30, 2026

DB 60% Equity Allocation

- Investors welcomed progress towards fully reopening the Strait of Hormuz with the signing of the U.S.-Iran memorandum of understanding in June. Oil prices returned to near pre-war levels following the de-escalation, and forward inflation expectations declined. In Kevin Warsh's first meeting as chair on June 17th, the Fed held rates steady at 3.50% - 3.75% in a unanimous vote and pared back its statement to remove the prior bias toward cuts. Equities turned choppier in June as a rotation out of crowded AI and technology leaders pressured the major indices, but equities overall wrapped up an exceptional first half of 2026. The US Treasury yield curve flattened in June, and credit spreads widened amid high issuance but remain near historical tights. Core real estate returns stayed consistent in early 2026, with returns continuing to be primarily income-based as appreciation remains flat. The 60% Equity Allocation trailed the Target Index in the second quarter, up 7.2% versus up 9.9%.
- This allocation has earned a 9.9% return over the past year and risen 10.6% over the past 3 years.
- Over the past 10 years, this allocation is up 8.2% on average annually. While this performance is slightly behind the target index (up 8.8%) the risk-controlled nature of many of the underlying strategies are designed to provide downside protection should the markets continue to moderate or decline.

FMIvT Broad Market High Quality Bond Fund

- The Broad Market High Quality Bond Fund slightly trailed the Bloomberg US Aggregate A+ Index in the second quarter, up 0.4% vs. up 0.5%. The Fund's high quality bias and lack of exposure to the lower quality corporates dragged on the performance in the quarter. Over the past 10 years, the Fund has achieved over 30 basis points of excess return on average annually relative to the benchmark.
- The portfolio's conservative risk profile and high quality bias are in line with the objectives for this fund. This bias has rewarded investors in the form of a more favorable relative risk-adjusted return comparison over the long-term.

FMIvT Core Plus Fixed Income Fund

- The Core Plus Fixed Income Fund outpaced the Bloomberg Multiverse in the second quarter, up 1.6% vs. up 1.0%. Relative overweights to industrials and financials were the primary contributors. Security selection within industrials as well as a structural underweight to treasuries proved to be additive in a quarter where spread sectors broadly outperformed. The fund has outpaced the benchmark by over 500 basis points over the past year and ranks in the top 38th percentile of its peer group of global unconstrained fixed income managers.
- In the10 years since inception, the Core Plus Fixed Income Fund has posted absolute returns of 3.1% on average annually, ahead of the benchmark (up 0.6%).

FMIvT Diversified Large Cap Equity Portfolio

- At the end of third quarter 2025 the decision was made to transition the Fund's allocation to 100% to the SSgA S&P 500 Fund. The assets from the Hotchkis & Wiley Diversified Value Fund and the Atlanta Capital High Quality Growth Fund were transferred to a transition account at Northern Trust at the end of September and were fully invested in the SSgA S&P 500 Fund on 10/1/2025. This fund provides investors with passive exposure to the US large cap equity marketplace.
- US large cap equities rebounded from the first quarter headwinds, with the strategy matching the performance of the S&P 500 in the second quarter, both rising 15.2%. AI momentum continued to push them to new highs despite geopolitical turmoil. Earnings estimates have trended higher, with the S&P 500's second quarter earnings growth rate currently estimated at 23.1%, up from 18.8% on March 31st, though the growth is concentrated in the energy and information technology sectors.
- The Diversified Large Cap Equity portfolio has achieved a 14.4% return on average annually over the past 7 years.

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Florida Municipal Pension Trust Fund – DB 60% Equity Allocation

Executive Summary

As of June 30, 2026

FMIvT Diversified Small to Mid Cap Equity Fund

- The Diversified Small to Mid Cap Equity Fund trailed the benchmark in the second quarter, up 5.1% vs. up 20.6%, as lower quality factors like high beta, smaller size, and companies with negative earnings outperformed. The portfolio's lack of AI-related technology holdings and AI-adjacent industrial stocks accounted for a large portion of the underperformance. Despite the near-term difficulties for the Fund, it has risen 8.1% on average annually over the last 7 years.
- This strategy has generated very strong results over the past 10 years, rising 10.7% on average annually.

FMIvT International Equity Portfolio

- The FMIvT International Equity Portfolio modestly trailed the MSCI ACWI ex-US Net benchmark in the second quarter, up 12.6% vs. up 14.5%). Stock selection in the information technology sector was the biggest detractor, with the funds underweight position to SK Hynix as the company crossed the $1T market capitalization threshold being the main drag on performance. Despite the headwinds, the Portfolio has risen 20.6% over the past year, and has outperformed the benchmark over the last 10 years.
- This strategy is intended to provide strong diversification across the broad spectrum of equity markets outside the US, with exposure to both developed and emerging markets.

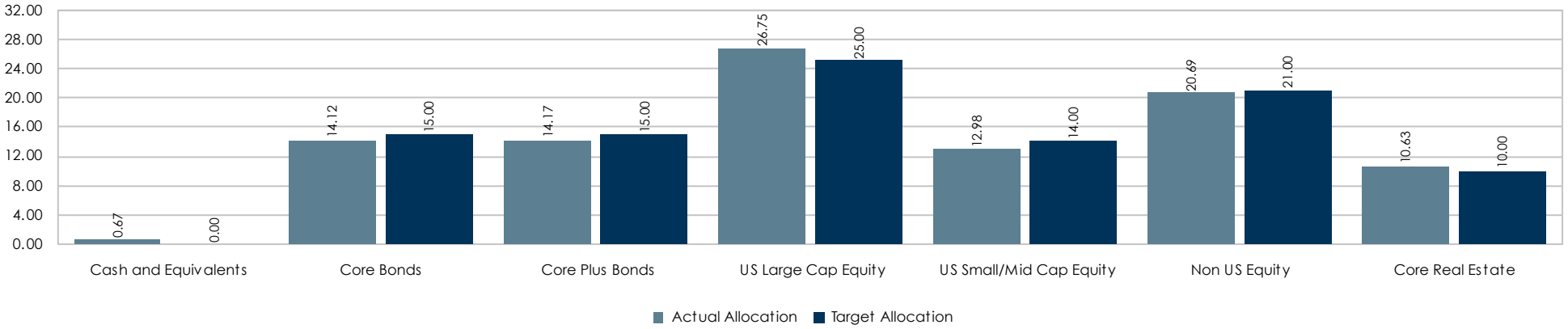
FMIvT Core Real Estate Portfolio

- A $50 million contribution was made to the portfolio in the first quarter of 2026, and the total commitment has been increased to $150 million.
- Core real estate returns stayed consistent in early 2026, with returns continuing to be primarily income-based as appreciation remains flat. The office sector's stabilization from its trough continued as it performed in-line with the broader index. The elimination of near-term rate cut expectations represents a headwind for the sector, as higher-for-longer financing costs weigh on valuations. The FMIVT Core Real Estate portfolio (up 3.7%) outperformed the benchmark (up 3.6%) over the past year.
- The portfolio has outperformed the NFI ODCE Net benchmark over the past 5 years and has achieved over 250 basis points of excess return on average annually over the benchmark over the past 7 years.

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Total Portfolio

For the Period Ending June 30, 2026

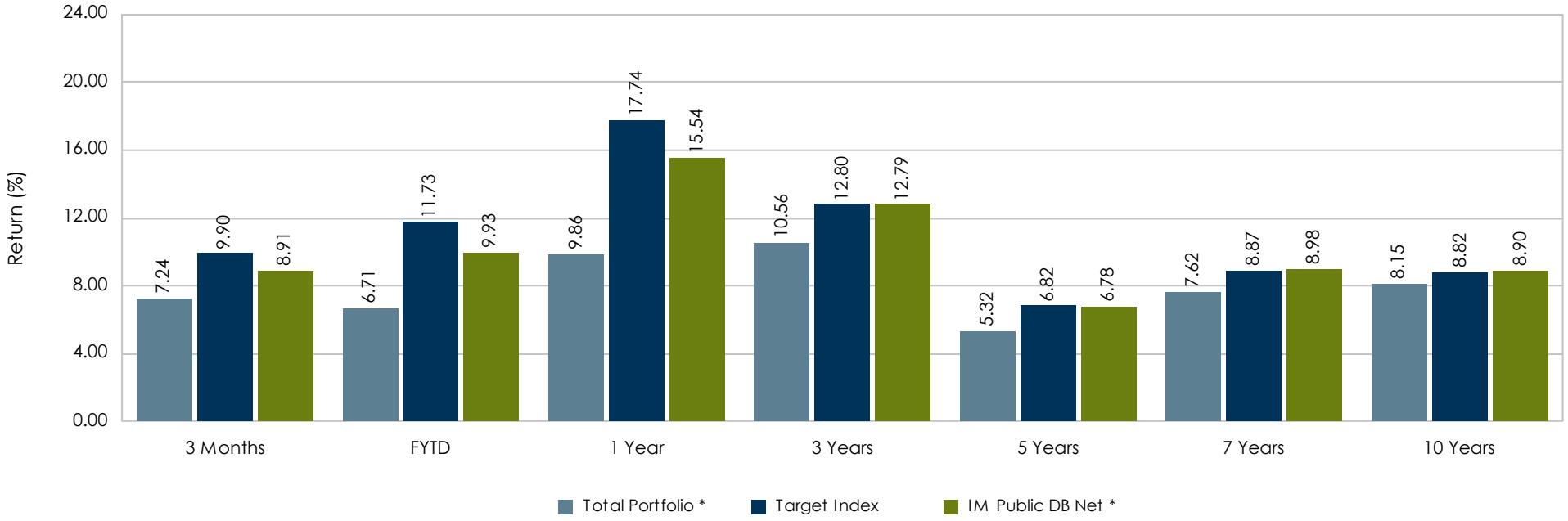


	Market Value ($000s)	Actual Allocation (%)	Target Allocation (%)	Over/Under Target (%)
Total Portfolio	**692,309**	**100.00**	**100.00**	
Cash and Equivalents	**4,636**	**0.67**	**0.00**	**0.67**
Fixed Income	**195,903**	**28.30**	**30.00**	**-1.70**
Core Bonds	97,788	14.12	15.00	-0.88
Core Plus Bonds	98,115	14.17	15.00	-0.83
Equity	**418,211**	**60.41**	**60.00**	**0.41**
US Equity	275,003	39.72	39.00	0.72
US Large Cap Equity	185,173	26.75	25.00	1.75
US Small/Mid Cap Equity	89,830	12.98	14.00	-1.02
Non US Equity	143,208	20.69	21.00	-0.31
Core Real Estate	**73,558**	**10.63**	**10.00**	**0.63**

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Total Portfolio

For the Periods Ending June 30, 2026



Ranking	85	93	96	87	90	91	80
5th Percentile	11.10	12.95	19.18	15.21	8.24	10.59	10.37
25th Percentile	9.87	11.14	16.86	13.57	7.46	9.51	9.34
50th Percentile	8.91	9.93	15.54	12.79	6.78	8.98	8.90
75th Percentile	8.01	8.78	13.85	11.48	6.16	8.22	8.22
95th Percentile	5.27	5.94	10.22	9.26	4.54	6.92	7.27
Observations	263	263	263	251	242	231	207

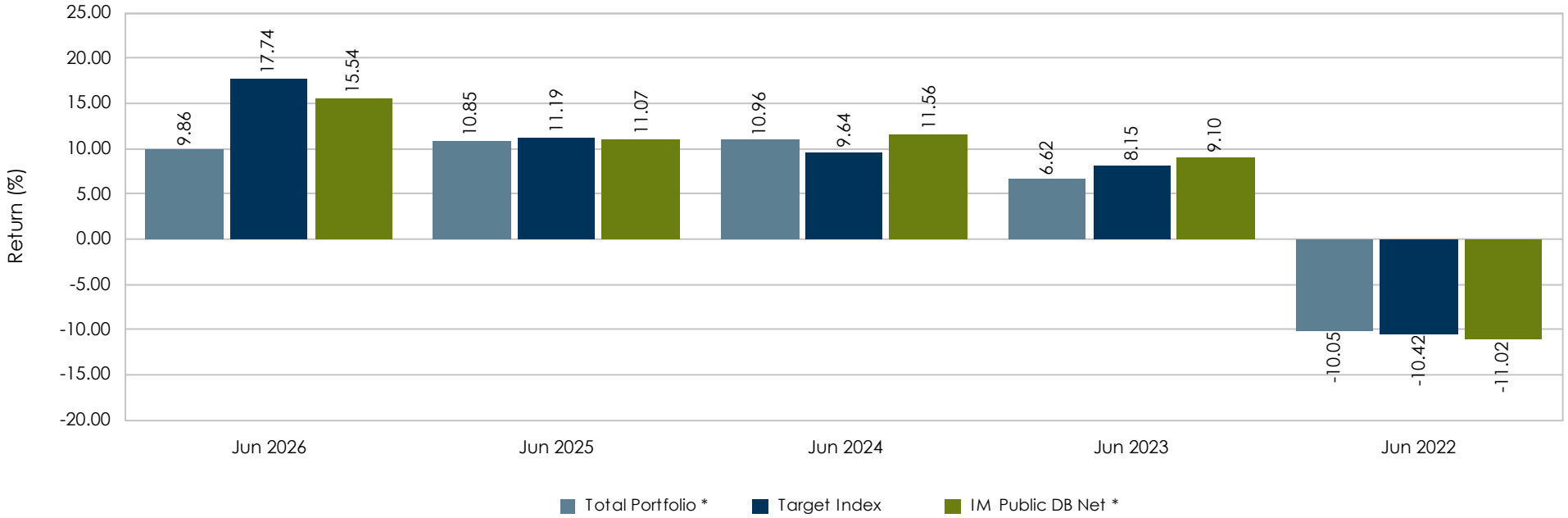
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

** Performance is calculated using net of fee returns.*

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Total Portfolio

For the One Year Periods Ending June



Ranking	96	55	59	91	37
5th Percentile	19.18	12.99	15.78	12.32	-4.42
25th Percentile	16.86	11.85	12.93	10.30	-8.87
50th Percentile	15.54	11.07	11.56	9.10	-11.02
75th Percentile	13.85	9.98	9.83	7.80	-12.92
95th Percentile	10.22	7.65	7.26	5.74	-15.52
Observations	263	595	554	543	585

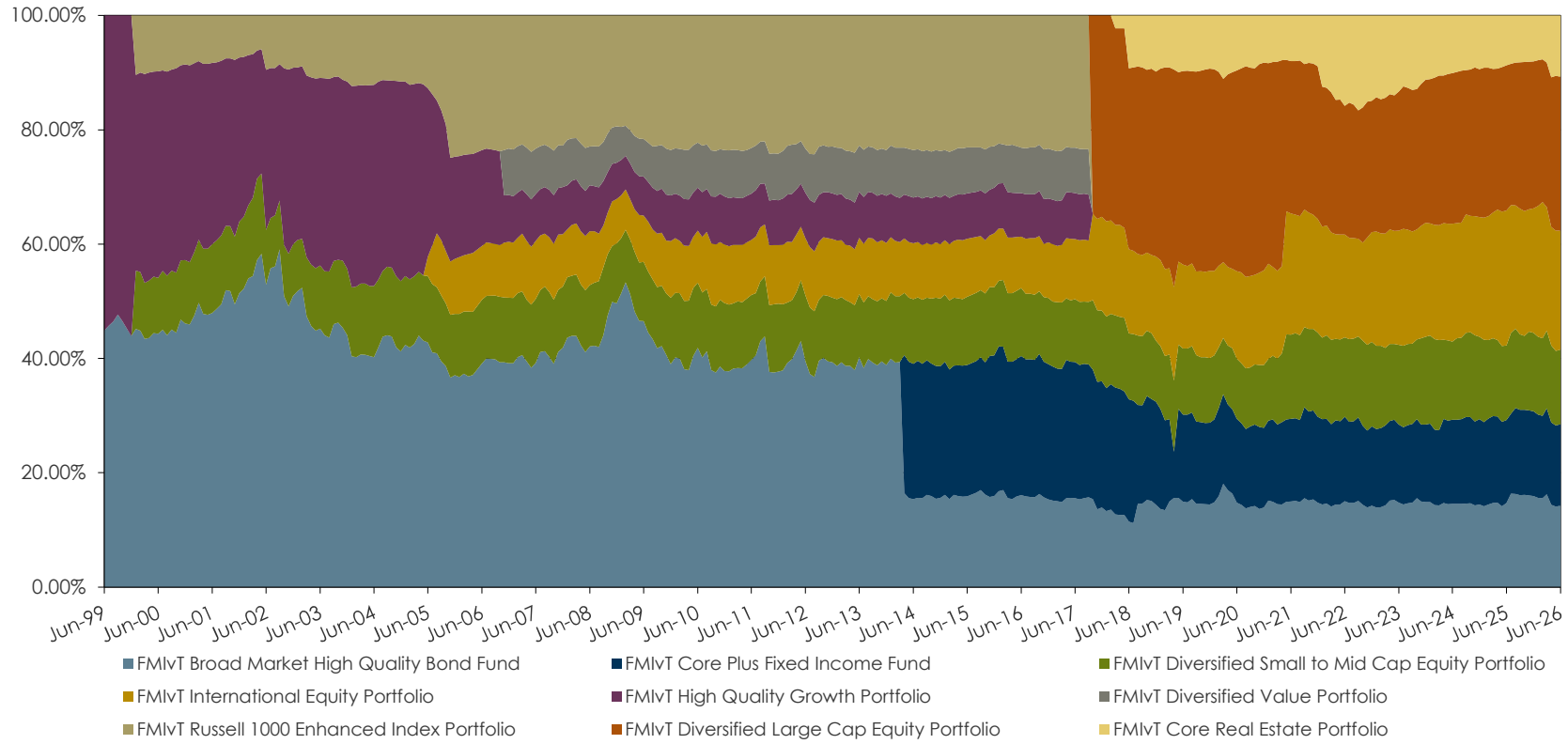
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

** Performance is calculated using net of fee returns.*

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Total Portfolio

Historical Manager Allocation



January 1998: Initial allocation to Broad Market HQ Bond and HQ Growth Equity only.
January 2000: Added exposure to Small Cap markets and passive Large Cap.
February 2004: Increased equity portfolio exposure through reduction in the Broad Market HQ Bond Fund.
May 2005: Added International exposure; increased the Large Core allocation to reduce the Fund's growth bias.
November 2006: Added Large Cap Value allocation to balance the style exposure.
April 2014: Added Core Plus Fixed Income.
October 2017: FMIvT Diversified Large Cap Equity Portfolio was created, which combines the large cap core, value, and growth portfolios.
March 2018: Added Core Real Estate Portfolio.

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Performance vs. Objectives

For the Periods Ending June 30, 2026

	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?
	5 Years					10 Years				
■ The Total Portfolio's annualized total return should exceed the total return of the Target Index.	6.82		5.32 *		No	8.82		8.15 *		No
■ The Total Portfolio's annualized total return should rank at median or above when compared to the IM Public DB Net universe.	6.78 *	50th	5.32 *	90th	No	8.90 *	50th	8.15 *	80th	No

Performance and Statistics are calculated using monthly return data. * Indicates net of fee data.

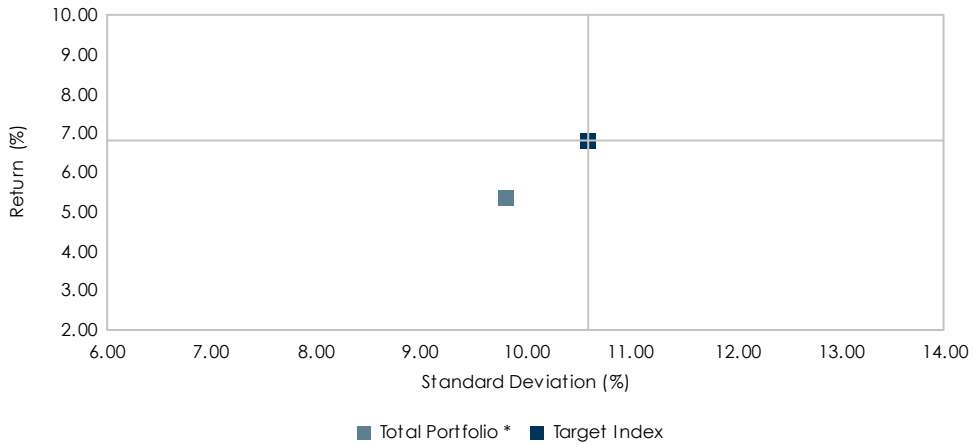
Target Index: Effective April 2021, the index consists of 30.00% Bloomberg US Aggregate, 25.00% S&P 500, 14.00% Russell 2500, 21.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.

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Total Portfolio

For the Periods Ending June 30, 2026

5 Year Risk / Return



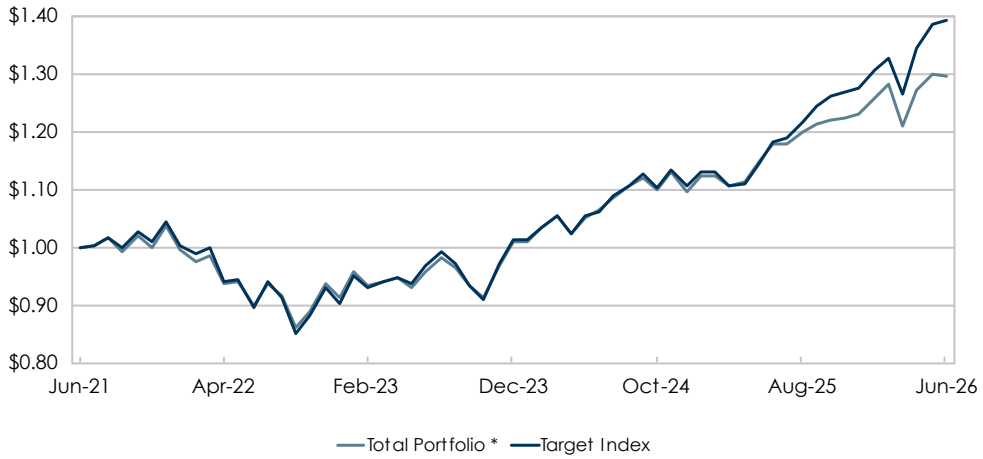
5 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	5.32	6.82
Standard Deviation (%)	9.81	10.60
Sharpe Ratio	0.17	0.30

Benchmark Relative Statistics

Beta	0.92
Up Capture (%)	87.49
Down Capture (%)	95.40

5 Year Growth of a Dollar



5 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	60	60
Highest Monthly Return (%)	6.29	6.79
Lowest Monthly Return (%)	-6.04	-7.00
Number of Positive Months	38	39
Number of Negative Months	22	21
% of Positive Months	63.33	65.00

** Performance is calculated using net of fee returns.*

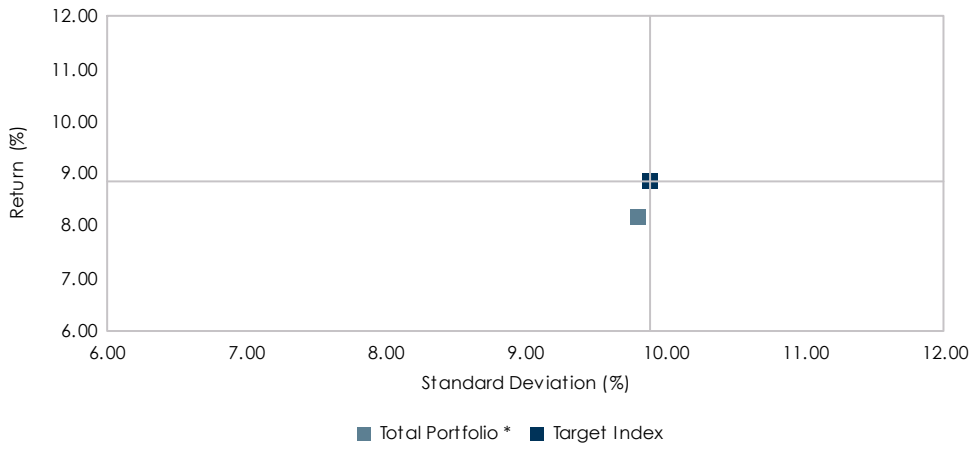
Statistics are calculated using monthly return data.

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Total Portfolio

For the Periods Ending June 30, 2026

10 Year Risk / Return



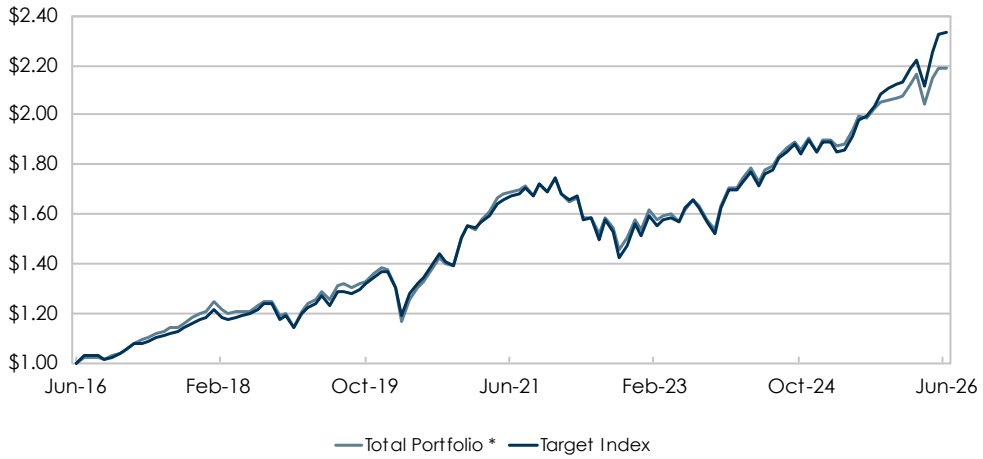
10 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	8.15	8.82
Standard Deviation (%)	9.80	9.89
Sharpe Ratio	0.59	0.66

Benchmark Relative Statistics

Beta	0.98
Up Capture (%)	96.04
Down Capture (%)	99.87

10 Year Growth of a Dollar



10 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	120	120
Highest Monthly Return (%)	8.19	7.83
Lowest Monthly Return (%)	-10.21	-8.86
Number of Positive Months	83	86
Number of Negative Months	37	34
% of Positive Months	69.17	71.67

** Performance is calculated using net of fee returns.*

Statistics are calculated using monthly return data.

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Rates of Return Summary

For the Periods Ending June 30, 2026

	Market Value ($000s)	Actual Allocation (%)	3 Months (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
Total Portfolio * [1]	**692,309**	**100.00**	**7.24**	**6.71**	**9.86**	**10.56**	**5.32**	**8.15**
Target Index [2]			*9.90*	*11.73*	*17.74*	*12.80*	*6.82*	*8.82*
Cash and Equivalents	**4,636**	**0.67**						
FMPTF Operating	**2,512**	**0.36**						
FMPTF Capital City	**2,124**	**0.31**						
Fixed Income	**195,903**	**28.30**						
Core Bonds								
FMIvT Broad Market High Quality Bond Fund *	**97,788**	**14.12**	**0.35**	**1.44**	**3.05**	**3.91**	**0.21**	**1.31**
Bloomberg US Aggregate A+			*0.53*	*1.69*	*3.65*	*3.92*	*0.00*	*1.30*
Core Plus Bonds								
FMIvT Core Plus Fixed Income Fund * [3]	**98,115**	**14.17**	**1.50**	**2.73**	**5.50**	**7.00**	**2.01**	**2.55**
Bloomberg Multiverse			*1.04*	*0.27*	*0.97*	*3.72*	*-1.30*	*0.62*
Equity	**418,211**	**60.41**						
US Equity	**275,003**	**39.72**						
US Large Cap Equity * [4]	**185,173**	**26.75**	**15.10**	**12.92**	**19.95**	**17.62**	**10.12**	**13.84**
Russell 1000			*15.13*	*12.98*	*22.01*	*20.47*	*12.66*	*15.29*
FMIvT Diversified Large Cap Equity Portfolio *	**185,173**	**26.75**	**15.11**	**12.93**	**19.93**	**17.61**	**10.12**	**--**
LC Benchmark [5]			*15.20*	*13.13*	*22.39*	*20.59*	*12.73*	*--*
US Small/Mid Cap Equity								
FMIvT Diversified SMID Cap Equity Portfolio * [6]	**89,830**	**12.98**	**4.94**	**-0.32**	**-3.66**	**5.77**	**4.08**	**10.01**
SMID Benchmark [7]			*20.26*	*25.43*	*36.72*	*18.40*	*8.30*	*12.25*
Non-US Equity								
FMIvT International Equity Portfolio * [8]	**143,208**	**20.69**	**12.46**	**13.66**	**19.85**	**18.14**	**6.88**	**9.97**
MSCI ACWI ex US NetDiv			*14.49*	*19.43*	*27.66*	*18.82*	*8.79*	*9.93*

FYTD: Fiscal year ending September.

** Net of fee return data.*

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Rates of Return Summary

For the Periods Ending June 30, 2026

	Market Value ($000s)	Actual Allocation (%)	3 Months (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
Core Real Estate	**73,558**	**10.63**						
FMIvT Core Real Estate Portfolio * [9]	**73,558**	**10.63**	**0.67**	**1.30**	**2.53**	**0.12**	**3.50**	**--**
NFI ODCE Net			*1.29*	*3.06*	*3.60*	*-1.44*	*1.86*	*3.72*

Notes:

[1] Market values and Total Portfolio performance includes all fees and expenses. Beginning July 2008 and ending September 2010, the net of fee performance includes the impact of securities lending activity, which may increase or decrease the total expenses of the portfolio.

[2] Target Index: Effective April 2021, the index consists of 30.00% Bloomberg US Aggregate, 25.00% S&P 500, 14.00% Russell 2500, 21.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.

[3] The performance inception date of the FMIvT Core Plus Fixed Income Fund is 4/1/2014.

[4] Represents the FMPTF Large Cap Equity Composite net of fees returns.

[5] LC Benchmark: Effective September 2025, the index consists of 100.0% S&P 500.

[6] Custom Index consists of the Russell 2500 beginning June 1, 2010 and prior to that the Russell 2000.

[7] SMID Benchmark: Effective June 2010, the index consists of 100.0% Russell 2500.

[8] Allspring EM was added to the portfolio in October 2017. Portfolio renamed and manager changed in October 2014 and April 2011.

[9] The performance inception date of the FMIvT Core Real Estate Portfolio is 4/1/2018.

FYTD: Fiscal year ending September.

** Net of fee return data.*

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Florida Municipal Investment Trust
Protecting Florida Investment Act - Quarterly Disclosure
As of June 30, 2026

This Disclosure is intended to provide information with respect to Chapter 175 and 185 Police and Fire Plan's required disclosure of direct or indirect holdings in any "scrutinized companies" as defined in the Florida State Board of Administration (FSBA) Global Governance Mandates Quarterly Report for Quarter 2 2026.

It is important to note that individual Police and Fire Plans have no direct interests in any scrutinized companies. Police and Fire Plans hold an interest in the Florida Municipal Pension Trust Fund. It is also important to note that the Florida Municipal Pension Trust Fund has no direct interests in any scrutinized companies as all of its interests are invested in the Florida Municipal Investment Trust.

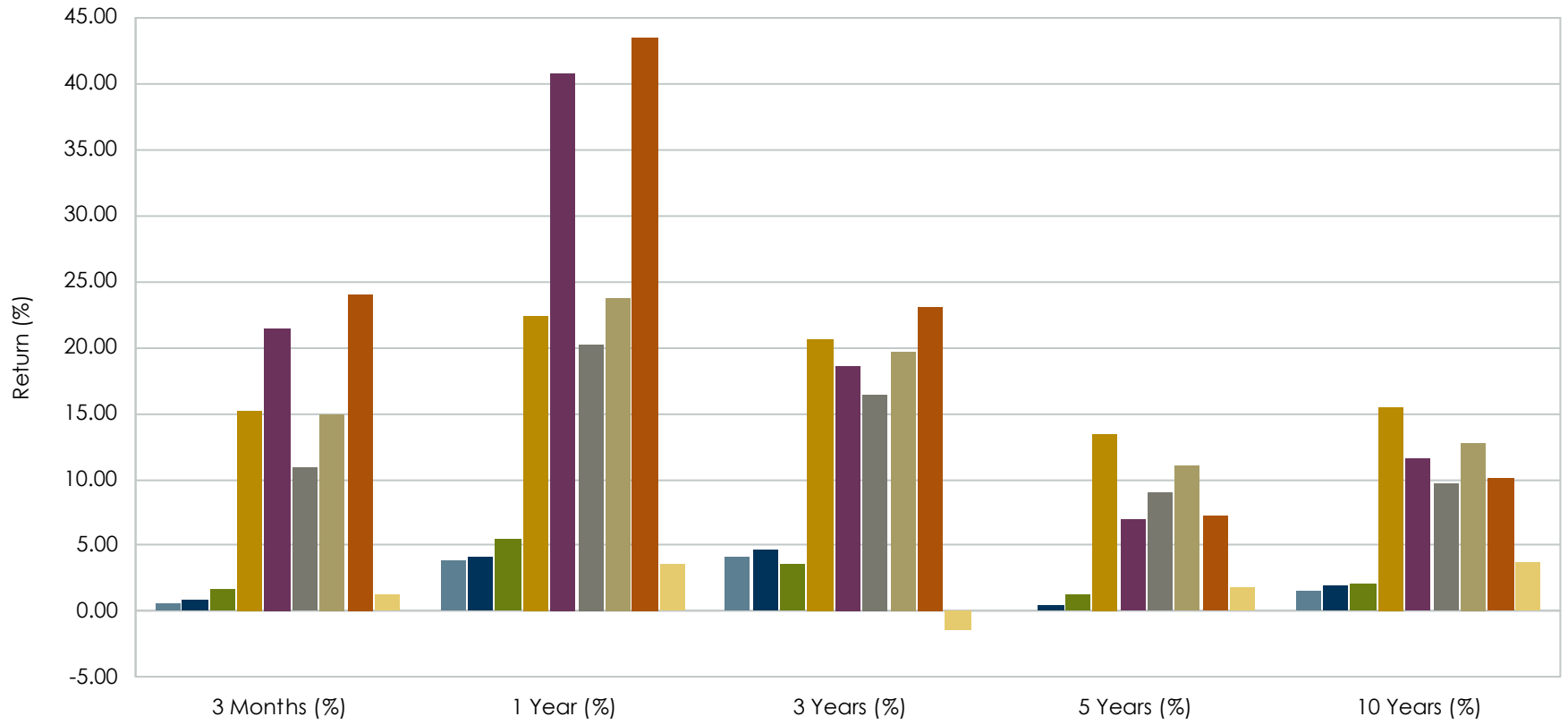
The Florida Municipal Investment Trust is the only entity that could possibly have direct interests in any scrutinized companies. ACG has reviewed the **FSBA Global Governance Mandates Quarterly Report-June 9, 2026** that is available on the Florida SBA website. We have reviewed the list of companies appearing in **Tables 1 and 3- Scrutinized Companies with Activities in Sudan and Iran** and **Table 9 – Scrutinized Companies or Other Entities that Boycott Israel,** and compared these lists to securities of companies held directly by the Florida Municipal Investment Trust. As of 6/30/2026, the Florida Municipal Investment Trust had no direct interest in securities on the above referenced lists.

ACG also requested that investment managers, who manage commingled funds that are owned by the Florida Municipal Investment Trust, review the **FSBA Global Governance Mandates Quarterly Report-June 9, 2026** and disclose whether the Florida Municipal Investment Trust may hold any scrutinized companies indirectly through investment in their respective commingled funds. All managers have confirmed that they do not hold any securities on these lists.

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Market Environment

For the Periods Ending June 30, 2026



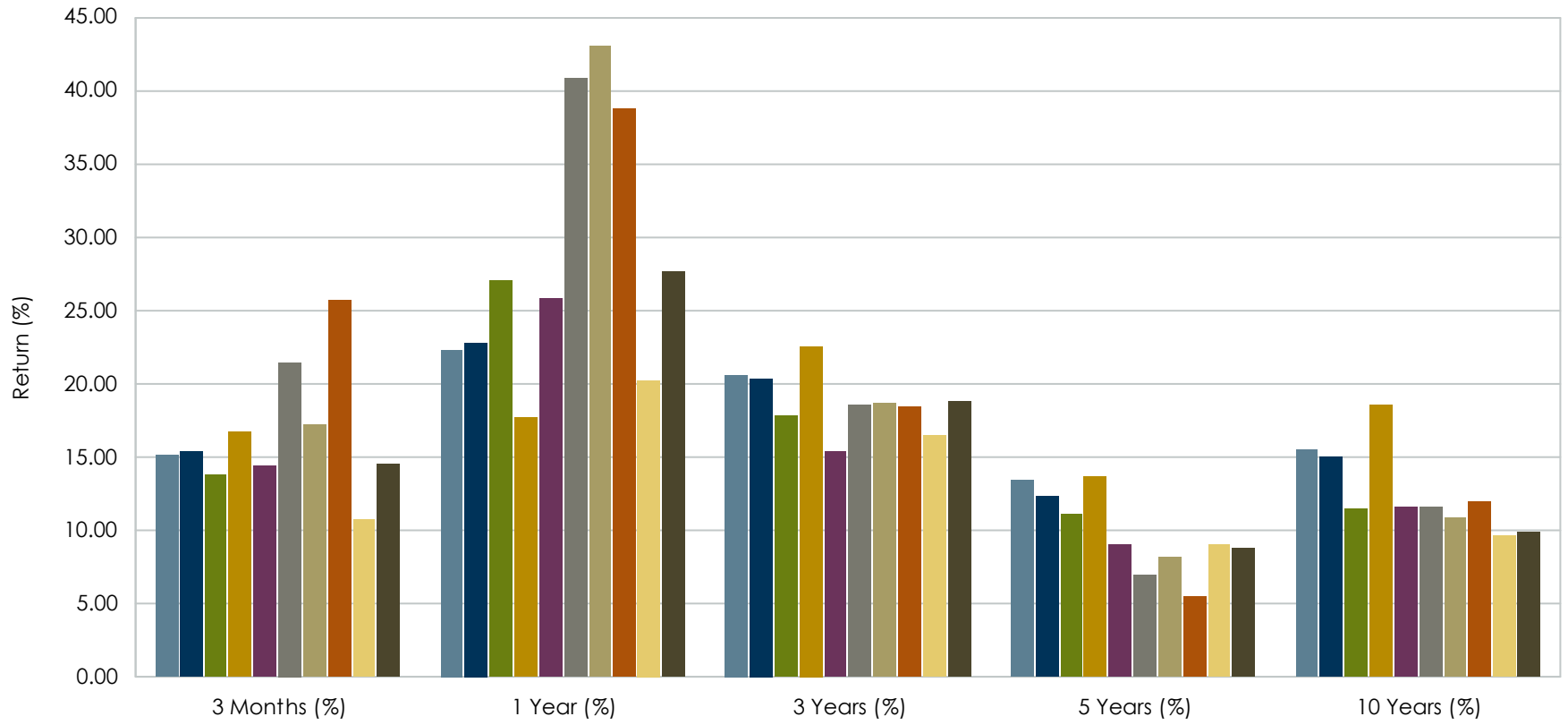
	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
Bloomberg US Aggregate	0.67	3.79	4.16	0.08	1.54
Bloomberg Universal	0.92	4.15	4.70	0.44	1.95
Bloomberg 1-15 Yr Municipal	1.67	5.49	3.60	1.33	2.07
S&P 500	15.20	22.33	20.61	13.41	15.51
Russell 2000	21.49	40.78	18.60	6.99	11.63
MSCI EAFE NetDiv	10.82	20.23	16.44	9.05	9.66
MSCI ACWI NetDiv	14.93	23.67	19.70	10.98	12.78
MSCI EM NetDiv	24.05	43.51	23.03	7.20	10.07
NFI ODCE Net	1.29	3.60	-1.45	1.86	3.72

Source: ACG Research, Bloomberg, Factset.

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Equity Index Returns

For the Periods Ending June 30, 2026



	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
S&P 500	15.20	22.33	20.61	13.41	15.51
Russell 3000	15.44	22.82	20.36	12.31	15.06
Russell 1000 Value	13.87	27.12	17.79	11.17	11.52
Russell 1000 Growth	16.74	17.71	22.58	13.71	18.58
S&P Mid Cap 400	14.47	25.89	15.41	9.07	11.65
Russell 2000	21.49	40.78	18.60	6.99	11.63
Russell 2000 Value	17.19	43.01	18.73	8.23	10.89
Russell 2000 Growth	25.71	38.74	18.44	5.57	11.97
MSCI EAFE NetDiv	10.82	20.23	16.44	9.05	9.66
MSCI ACWI ex US NetDiv	14.49	27.66	18.82	8.79	9.93

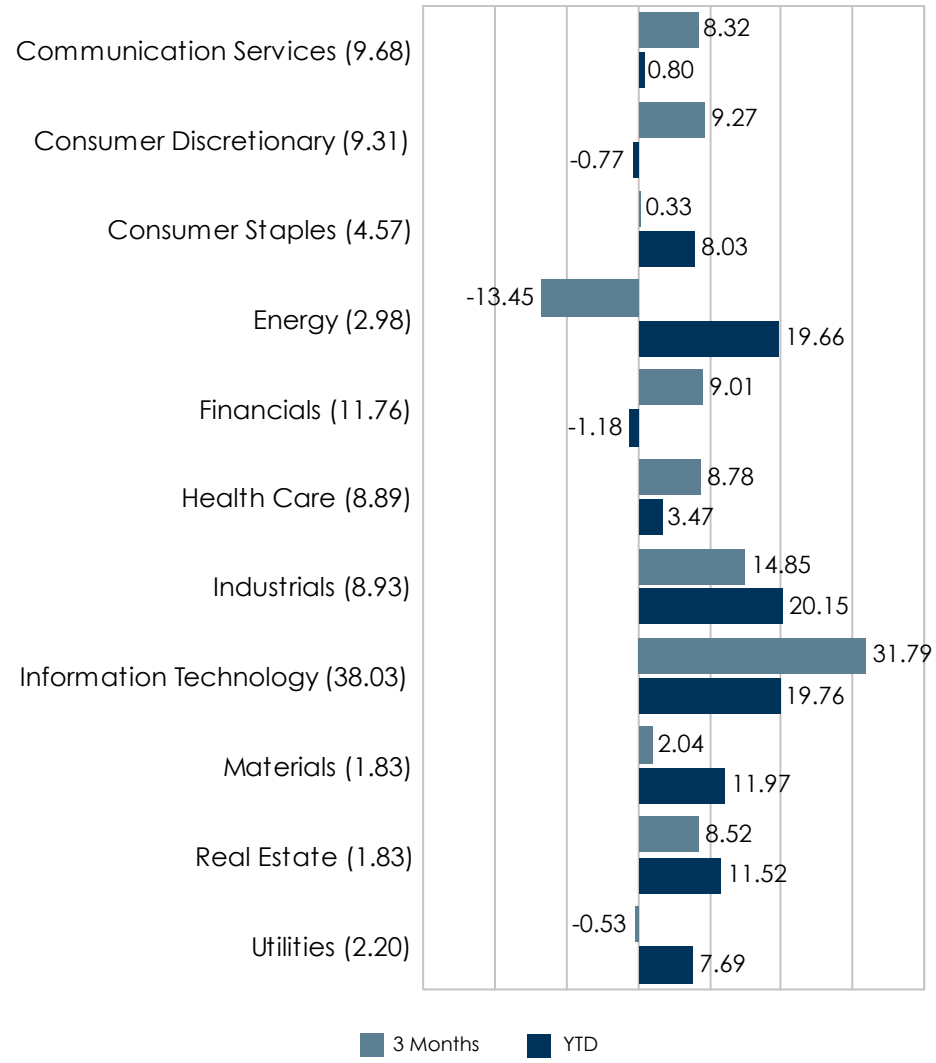
Source: ACG Research, Bloomberg, Factset

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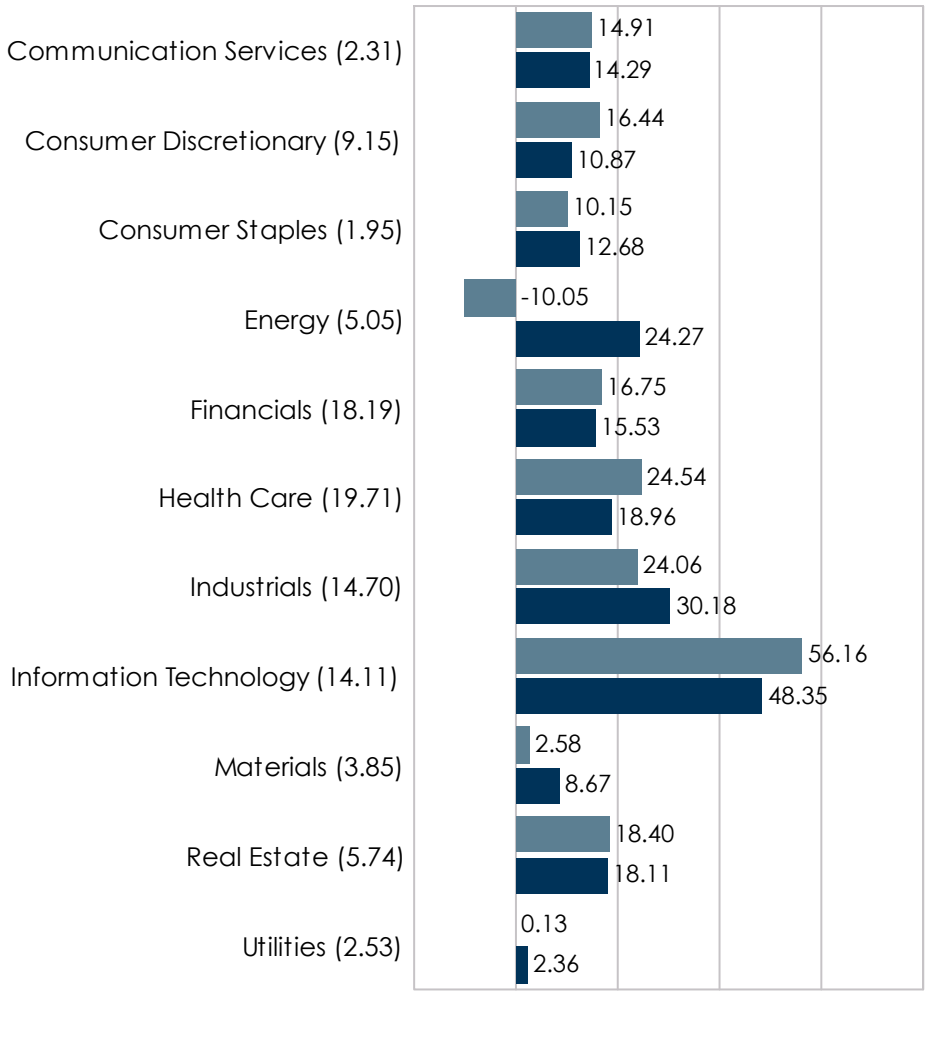
US Markets - Performance Breakdown

For the Periods Ending June 30, 2026

S&P 500 - Sector Returns (%)



Russell 2000 - Sector Returns (%)



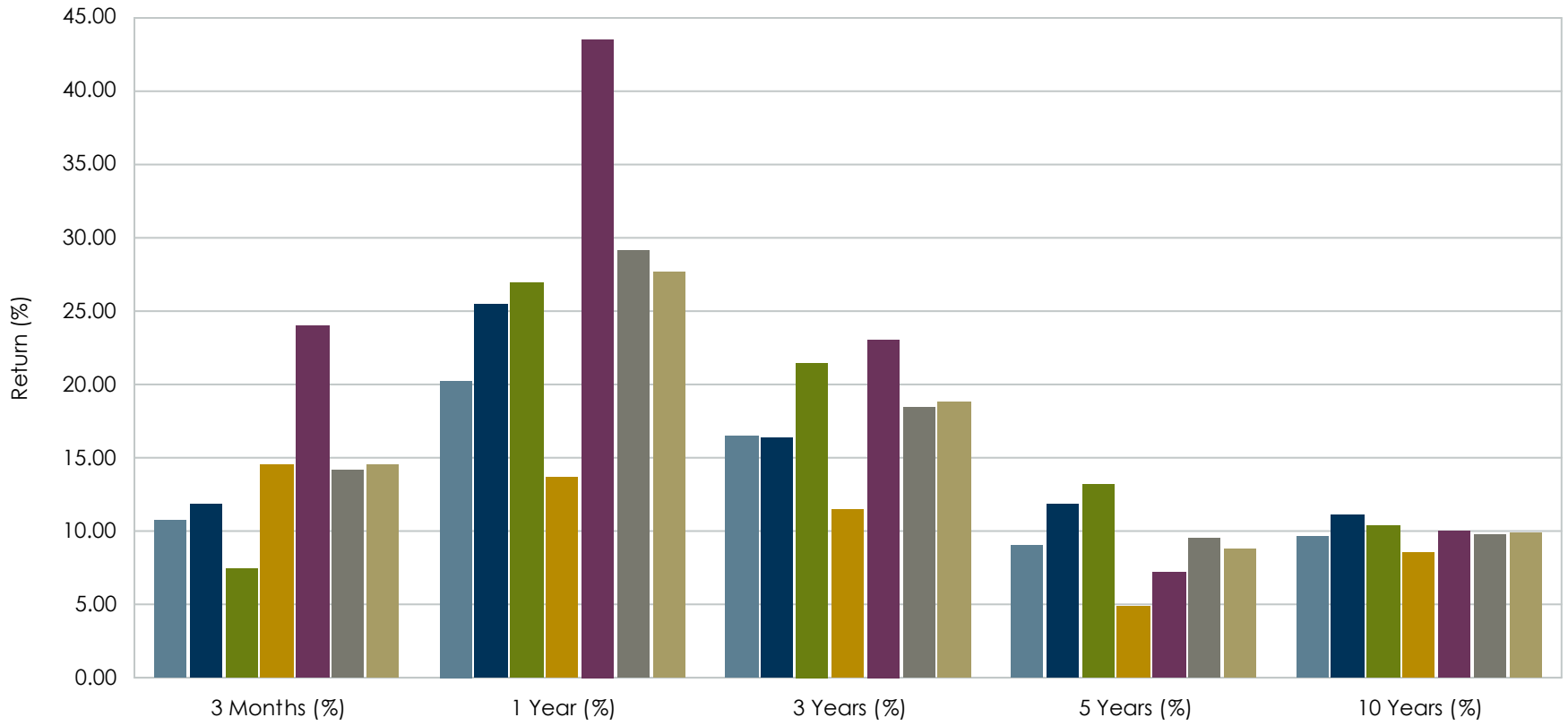
Numbers in parenthesis represent sector weightings of the index. Sector weights may not add to 100% due to rounding or securities that are not assigned to a Global Industry Classification Standard (GICS) sector.

Source: ACG Research, Bloomberg

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Non-US Equity Index Returns

For the Periods Ending June 30, 2026



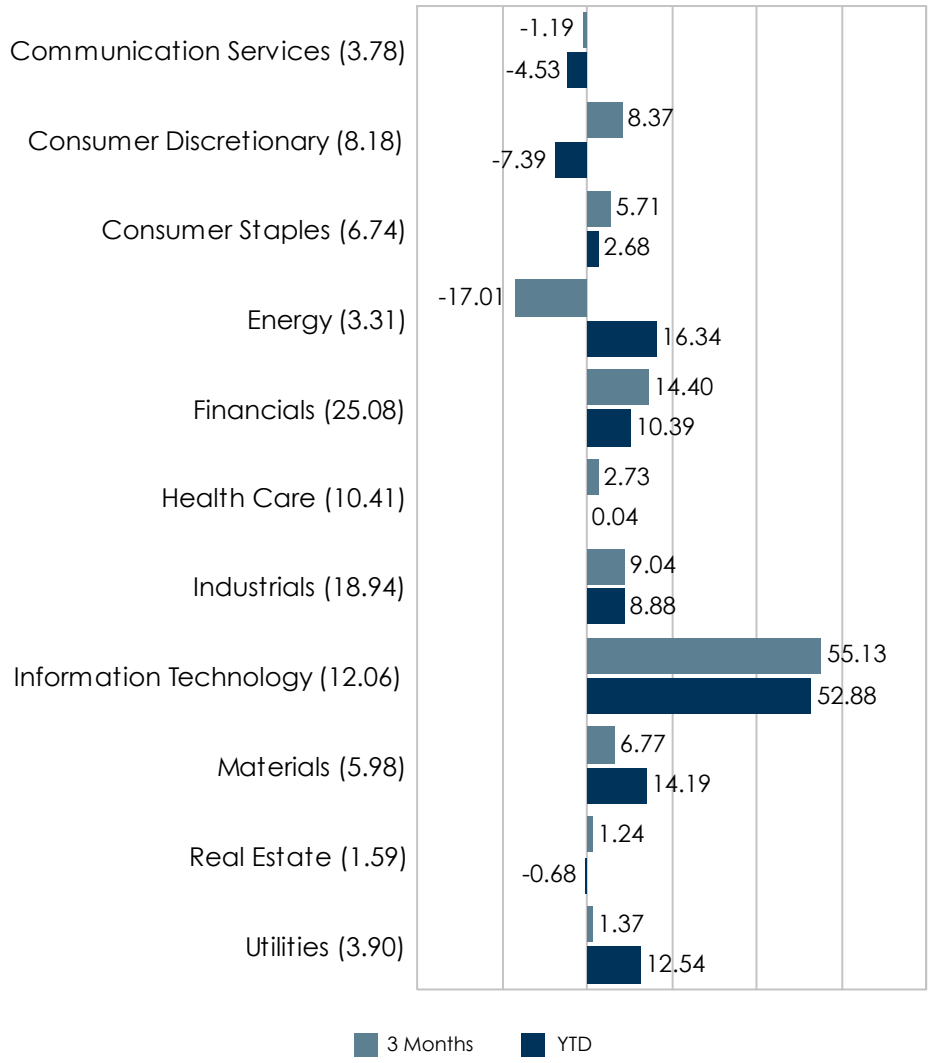
	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
MSCI EAFE NetDiv	10.82	20.23	16.44	9.05	9.66
MSCI EAFE Local Currency	11.81	25.53	16.39	11.83	11.17
MSCI EAFE Value NetDiv	7.49	26.95	21.51	13.15	10.45
MSCI EAFE Growth NetDiv	14.53	13.65	11.47	4.88	8.61
MSCI EM NetDiv	24.05	43.51	23.03	7.20	10.07
MSCI Japan NetDiv	14.21	29.11	18.49	9.49	9.84
MSCI ACWI ex US NetDiv	14.49	27.66	18.82	8.79	9.93

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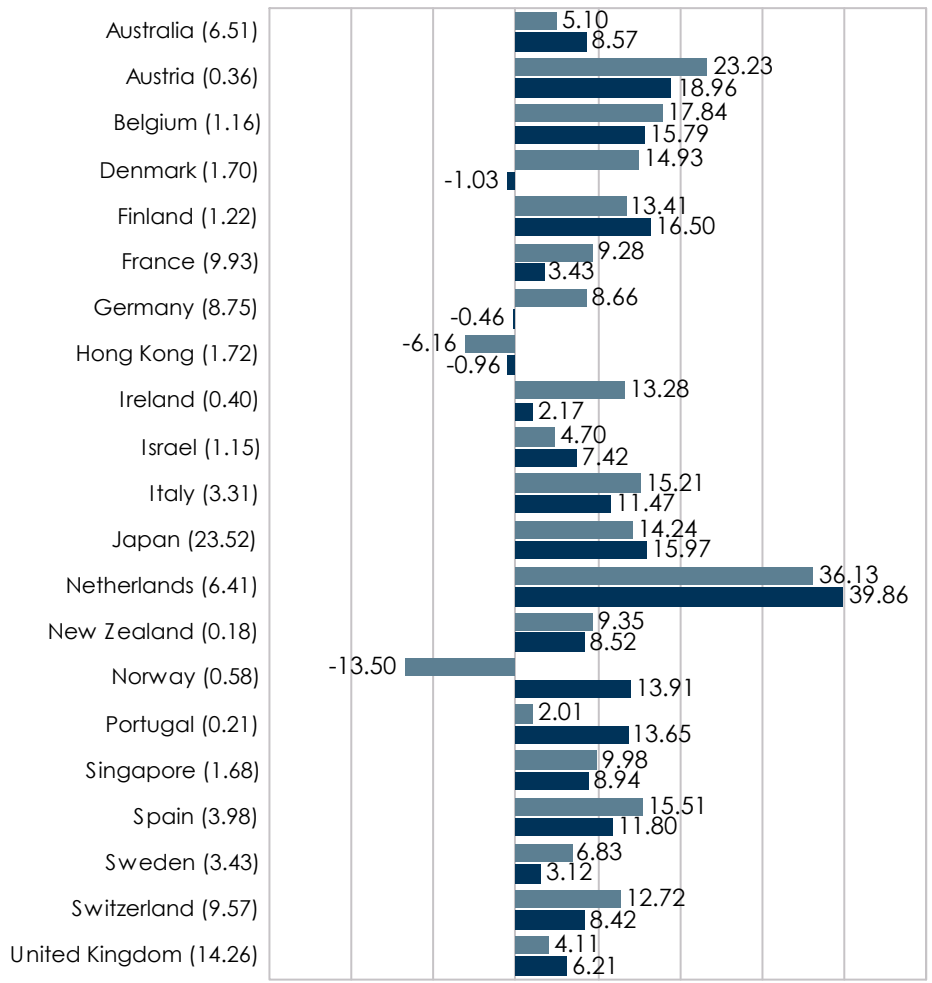
Non-US Equity - Performance Breakdown

For the Periods Ending June 30, 2026

MSCI EAFE - Sector Returns (%)



MSCI EAFE - Country Returns (%)



Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

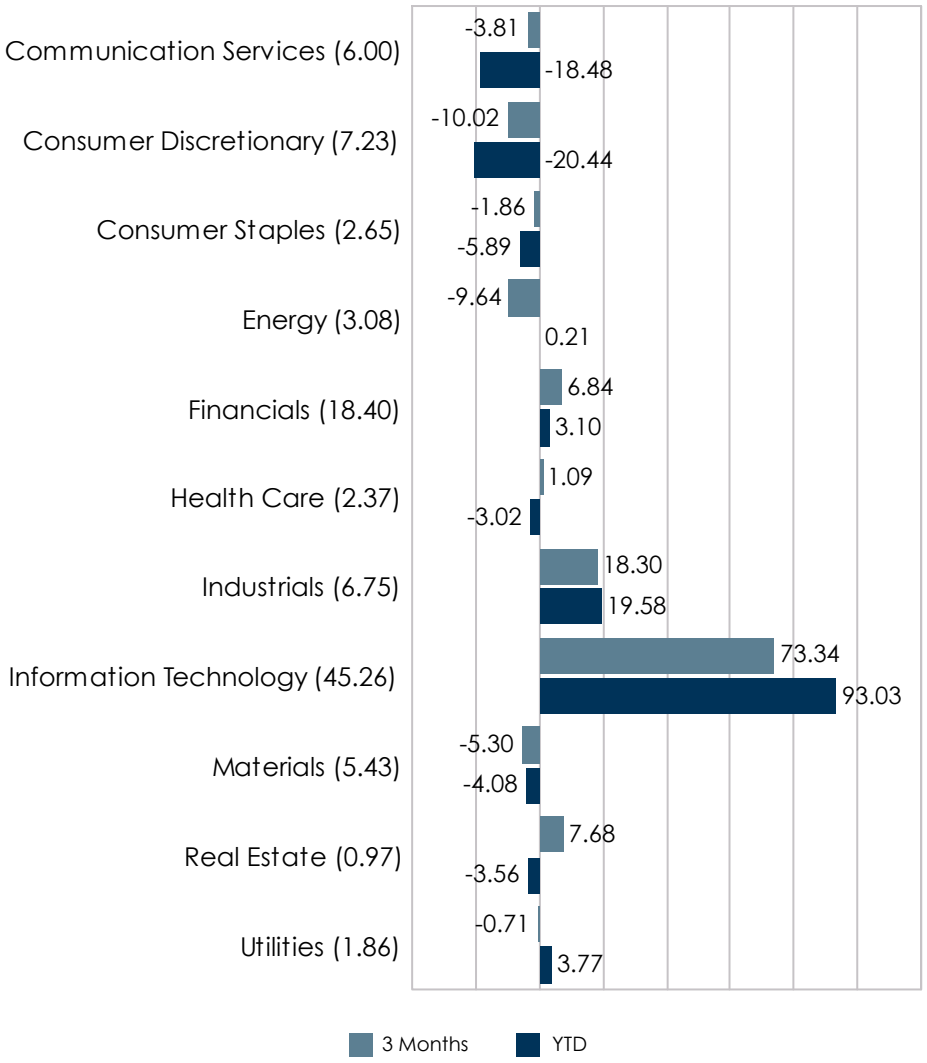
Source: ACG Research, Bloomberg

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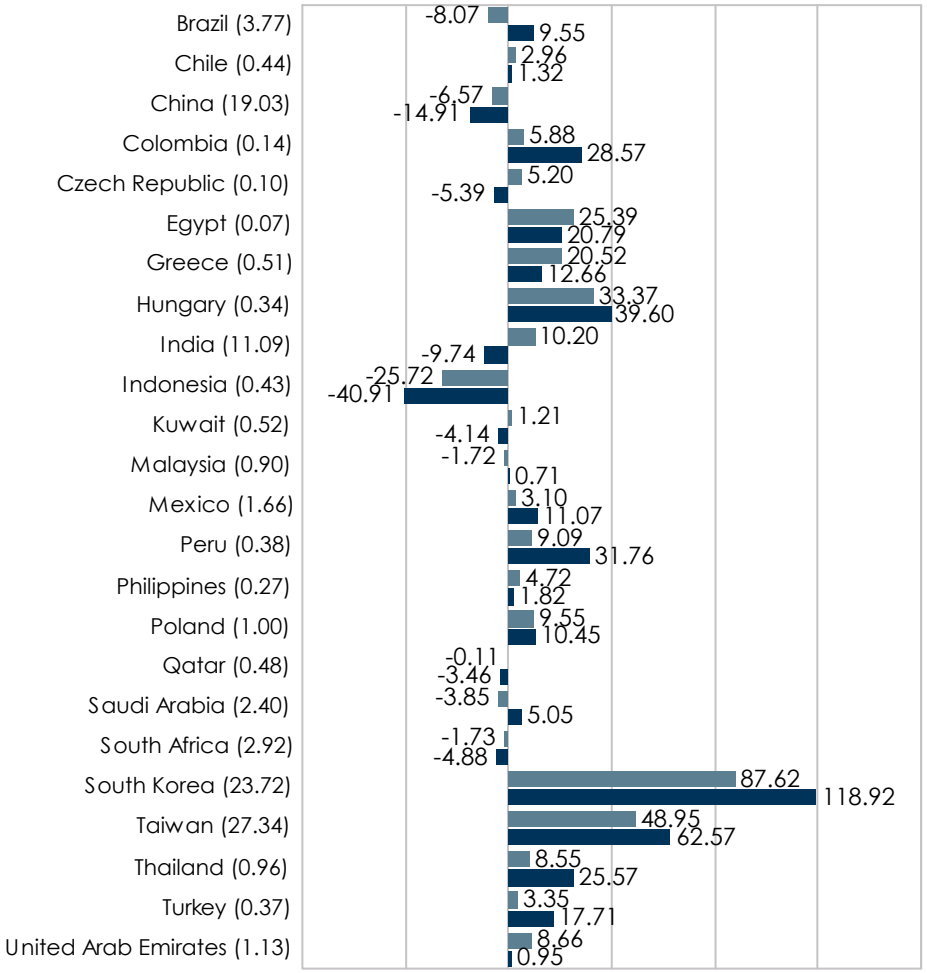
Emerging Markets - Performance Breakdown

For the Periods Ending June 30, 2026

MSCI Emerging Markets - Sector Returns (%)



MSCI Emerging Markets - Country Returns (%)



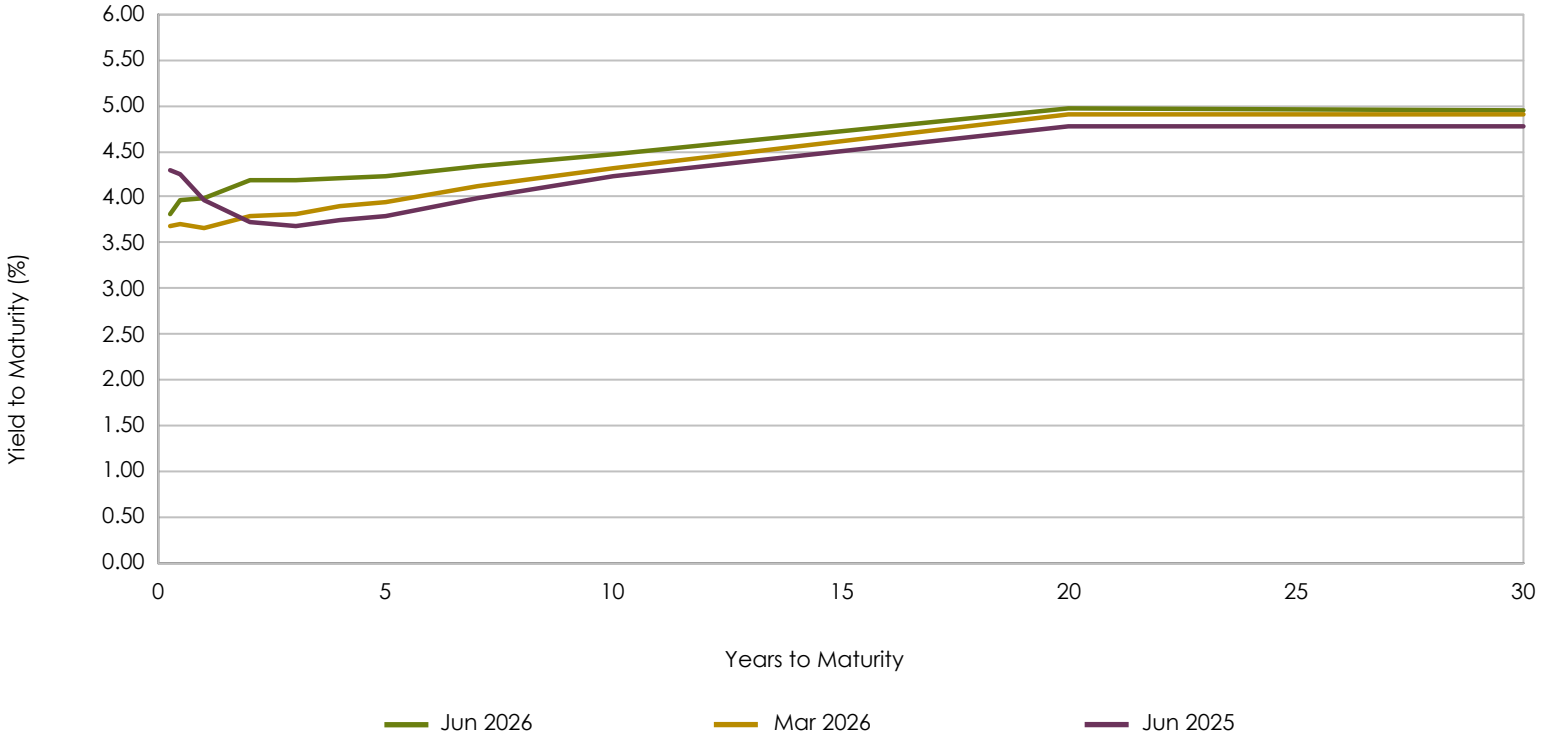
Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

Source: ACG Research, Bloomberg

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Interest Rate Term Structure

Government Issues - 3 Months to 30 Years Maturity



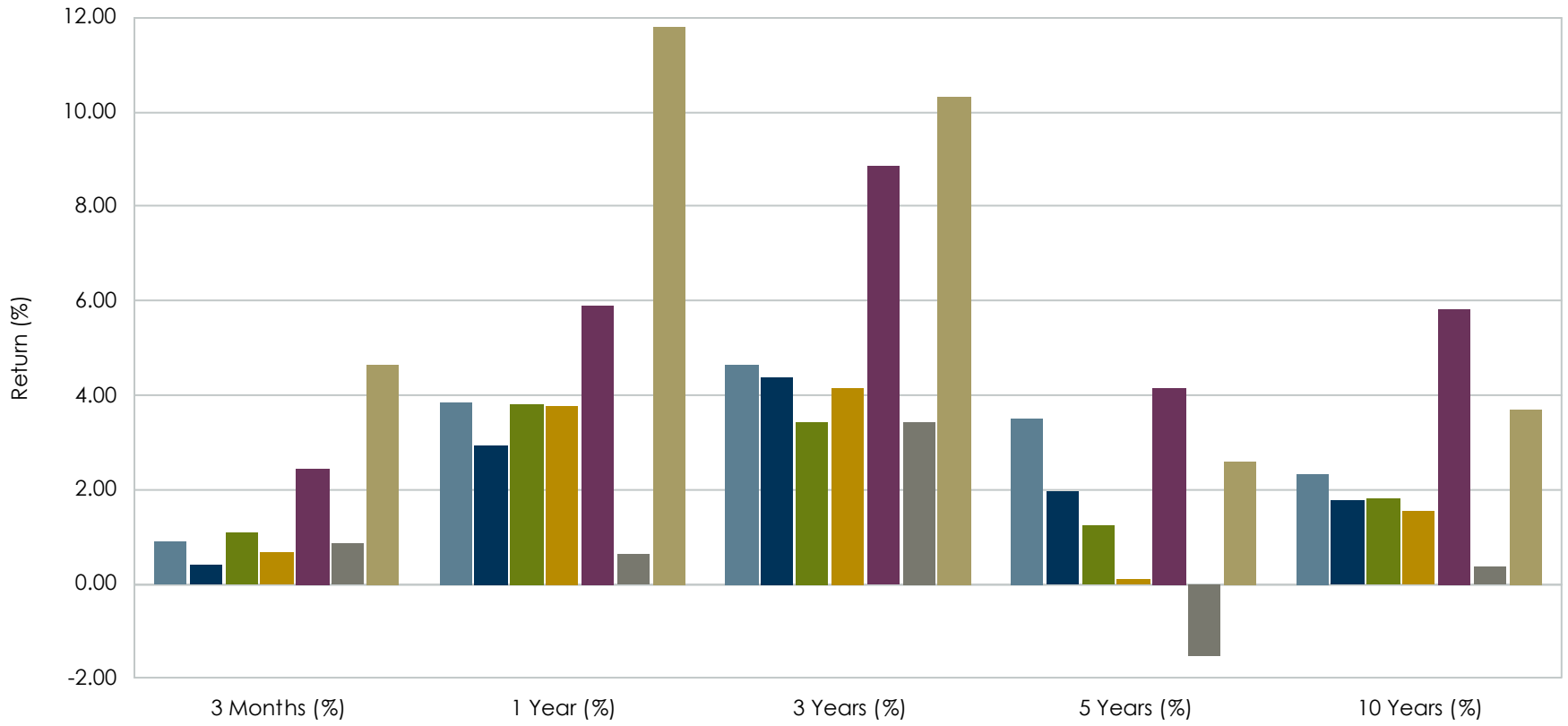
90 Days	3.82	3.68	4.30
180 Days	3.97	3.70	4.25
1 Year	3.98	3.66	3.97
2 Years	4.18	3.80	3.72
3 Years	4.18	3.82	3.69
4 Years	4.21	3.90	3.75
5 Years	4.23	3.94	3.80
7 Years	4.34	4.13	3.99
10 Years	4.47	4.32	4.23
20 Years	4.96	4.91	4.78
30 Years	4.95	4.91	4.78

Source: Bloomberg

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Fixed Income Index Returns

For the Periods Ending June 30, 2026



	3 Months (%)	1 Year (%)	3 Years (%)	5 Years (%)	10 Years (%)
US T-Bills 90 Day	0.89	3.84	4.64	3.52	2.34
ICE BofA 1-3 Yr Treasury	0.39	2.94	4.38	1.94	1.77
Bloomberg 5 Yr Municipal	1.07	3.81	3.45	1.23	1.80
Bloomberg US Aggregate	0.67	3.79	4.16	0.08	1.54
Bloomberg US Corp High Yield	2.47	5.91	8.86	4.17	5.81
Bloomberg Global Aggregate	0.87	0.62	3.41	-1.55	0.38
JPM EMBI Global Diversified	4.63	11.78	10.32	2.58	3.72

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US Fixed Income Market Environment

For the Periods Ending June 30, 2026

Nominal Returns By Sector (%)

	3 Months	YTD	1 Year	3 Years
US Aggregate	0.66	0.62	3.79	4.16
US Treasury	0.32	0.28	2.73	3.18
US Agg: Gov't-Related	0.84	0.77	4.19	4.56
US Corporate IG	1.41	0.86	4.34	5.29
MBS	0.59	1.00	5.22	4.60
CMBS	0.45	0.77	3.90	5.78
ABS	0.75	1.07	4.01	5.26
US Corp High Yield	2.46	1.96	5.93	8.87

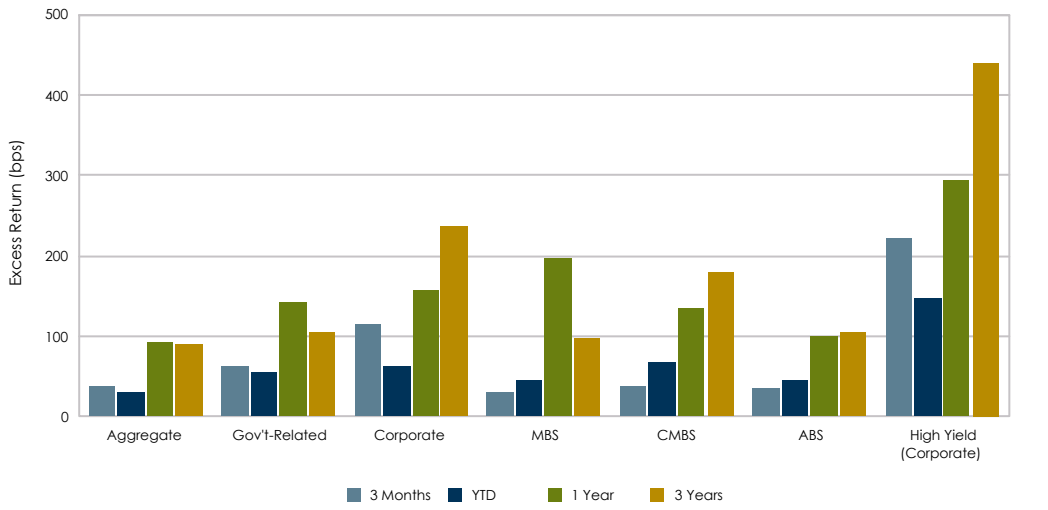
Nominal Returns by Quality (%)

	3 Months	YTD	1 Year	3 Years
AAA	0.37	0.56	3.31	4.36
AA	0.42	0.52	3.56	3.78
A	1.27	0.74	4.27	4.96
BAA	1.72	1.13	4.89	5.89
BA	2.27	1.99	5.91	8.12
B	2.83	2.17	6.14	8.69
CAA	2.98	1.70	6.34	11.59

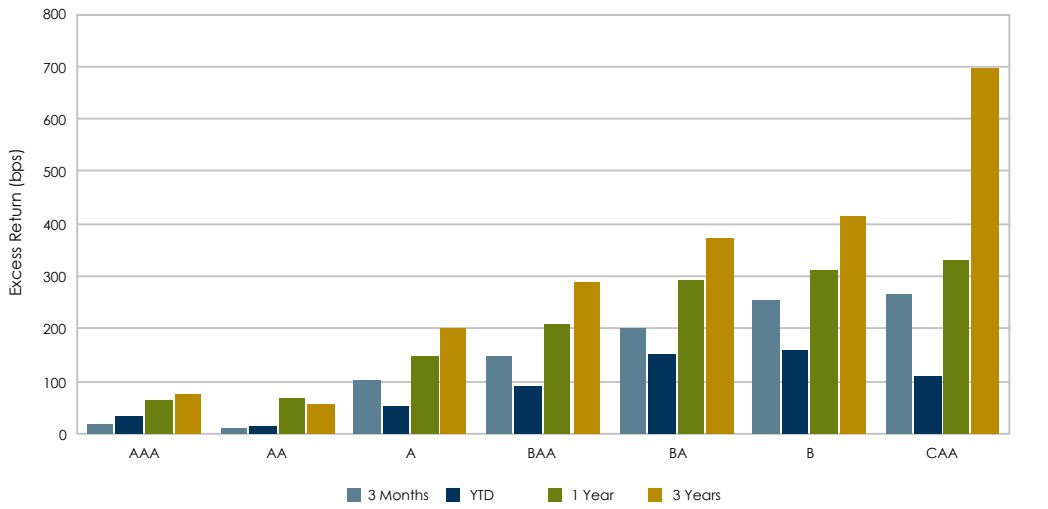
Nominal Returns by Maturity (%)

	3 Months	YTD	1 Year	3 Years
1-3 Yr.	0.49	0.81	3.23	4.69
3-5 Yr.	0.30	0.34	3.11	4.89
5-7 Yr.	0.49	0.34	3.57	4.72
7-10 Yr.	0.58	0.54	4.71	4.26
10+ Yr.	1.53	0.77	4.05	1.75

Excess Returns by Sector



Excess Returns by Quality



Source: Bloomberg

Excess returns are relative to the duration-neutral Treasury.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Expanded High Quailty Fixed Income
- **Manager** Atlanta Capital Management Company
- **Vehicle** Separately Managed Account
- **Benchmark** Barclays Aggregate A+
- **Performance Inception Date** January 1998
- **Fees** Manager Fees - 15 bps; Admin Fees - 14.5 bps
- **Total Expenses** Approximately 32 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in Government and high quality securities while maintaining an average maturity of approximately eight and one-half years.
- Outperform the Bloomberg US Aggregate A+ over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government.

Dollar Growth Summary ($000s)

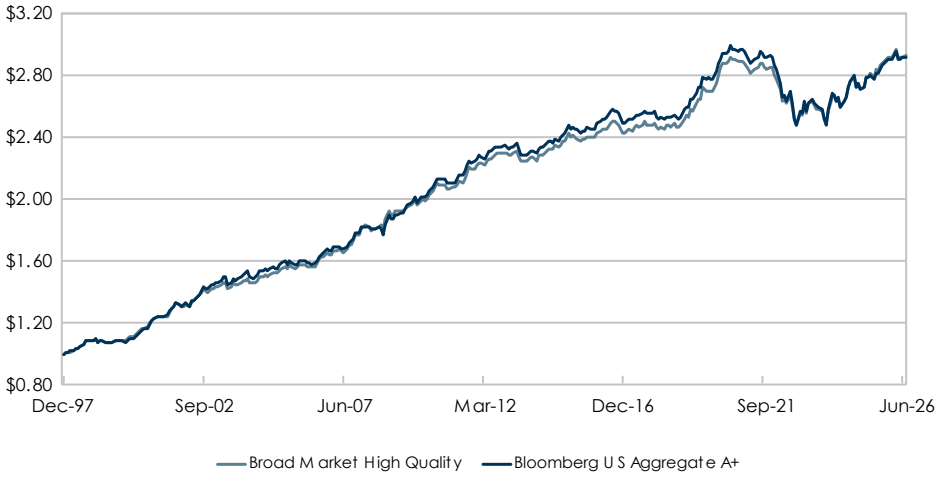
	FYTD	1 Year
Beginning Market Value	**199,824**	**179,814**
Net Additions	-978	15,694
Return on Investment	3,444	6,781
Income	*6,391*	*8,129*
Gain/Loss	*-2,948*	*-1,348*
Ending Market Value	**202,289**	**202,289**

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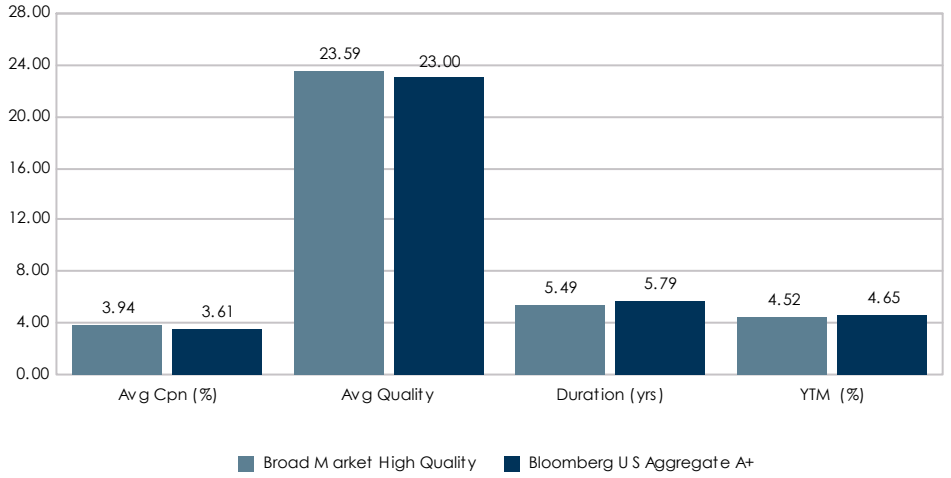
FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

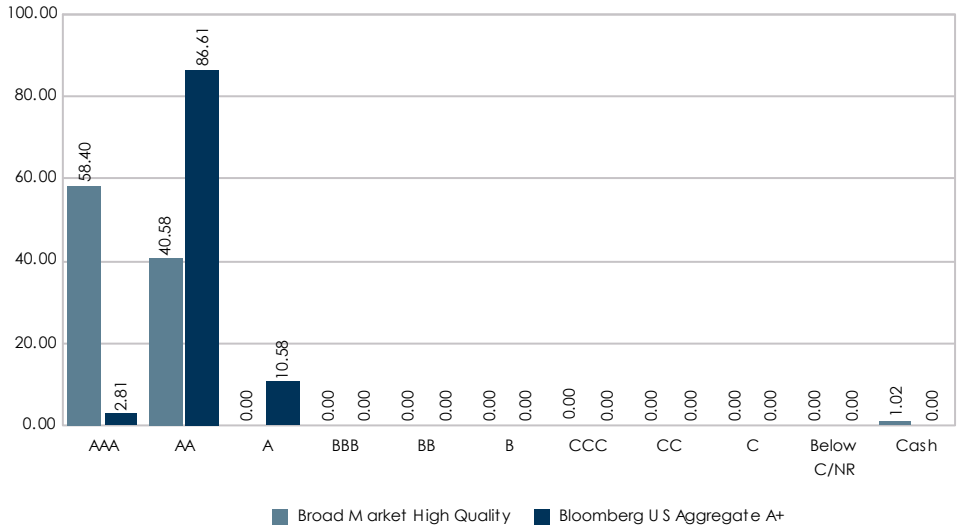
Growth of a Dollar



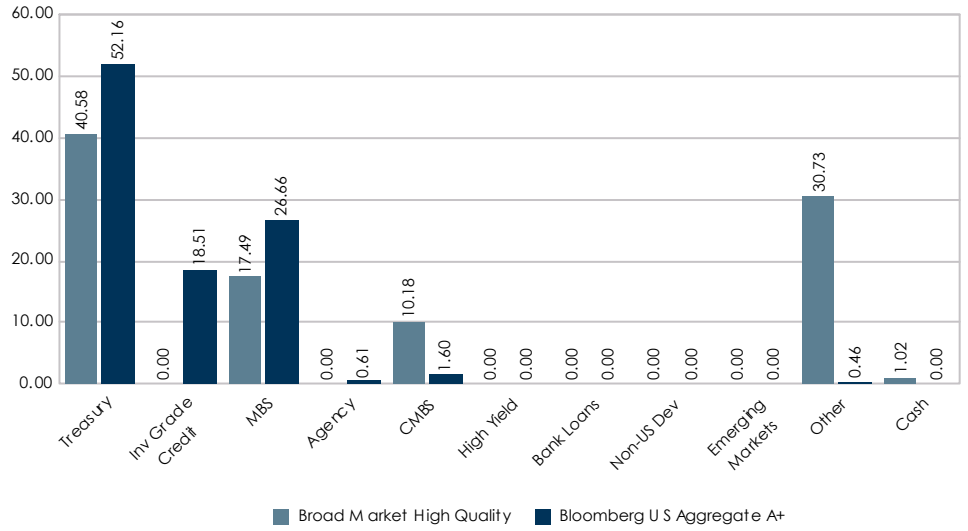
Characteristics



Quality Allocation



Sector Allocation



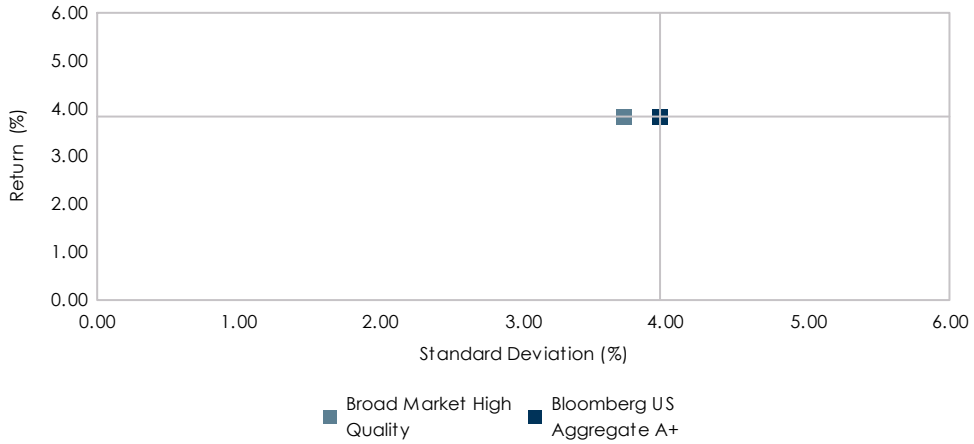
The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144A

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

Risk / Return Since Jan 1998



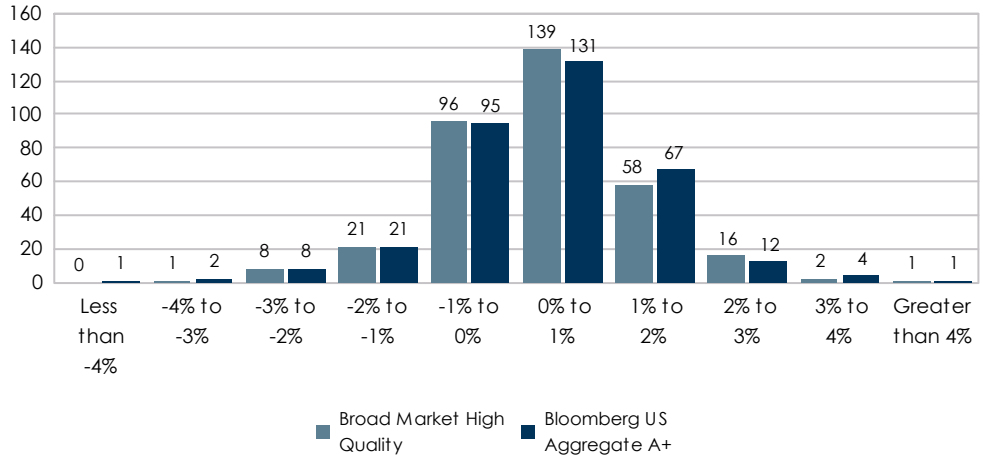
Portfolio Statistics Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Return (%)	3.84	3.83
Standard Deviation (%)	3.71	3.96
Sharpe Ratio	0.47	0.44

Benchmark Relative Statistics

Beta	0.91
R Squared (%)	95.33
Alpha (%)	0.33
Tracking Error (%)	0.87
Batting Average (%)	49.42
Up Capture (%)	94.54
Down Capture (%)	89.35

Return Histogram Since Jan 1998



Return Analysis Since Jan 1998

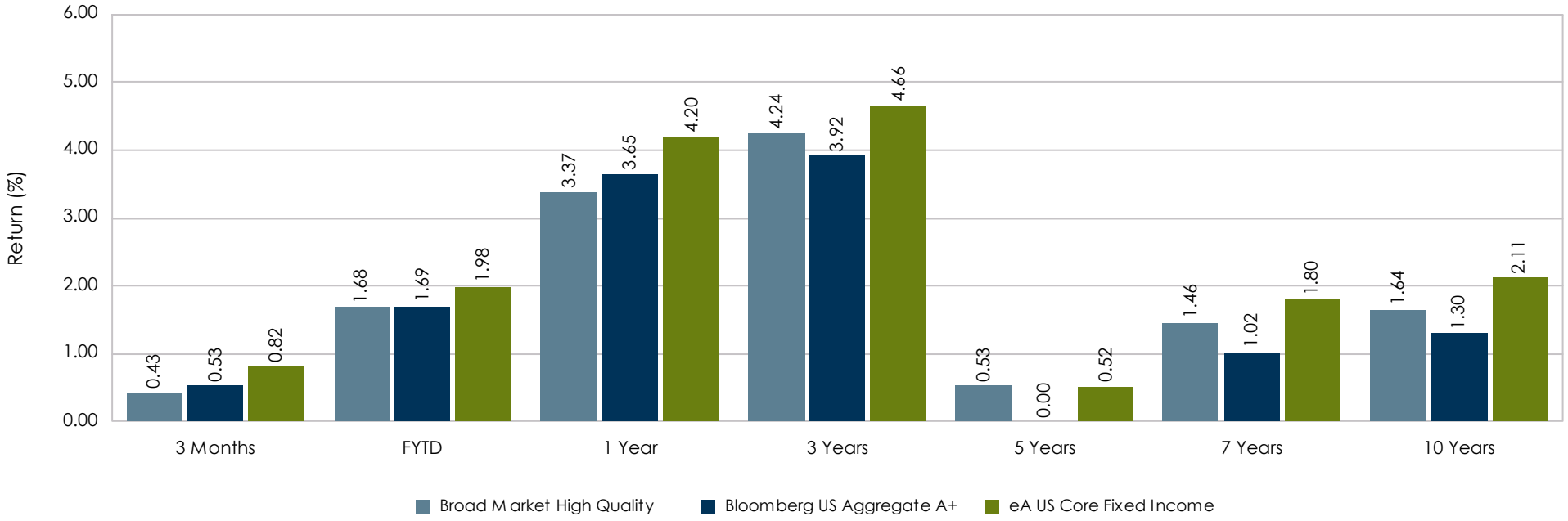
	Broad Market High Quality	Bloomberg US Aggregate A+
Number of Months	342	342
Highest Monthly Return (%)	4.01	4.30
Lowest Monthly Return (%)	-3.40	-4.18
Number of Positive Months	216	215
Number of Negative Months	126	127
% of Positive Months	63.16	62.87

Statistics are calculated using monthly return data.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026



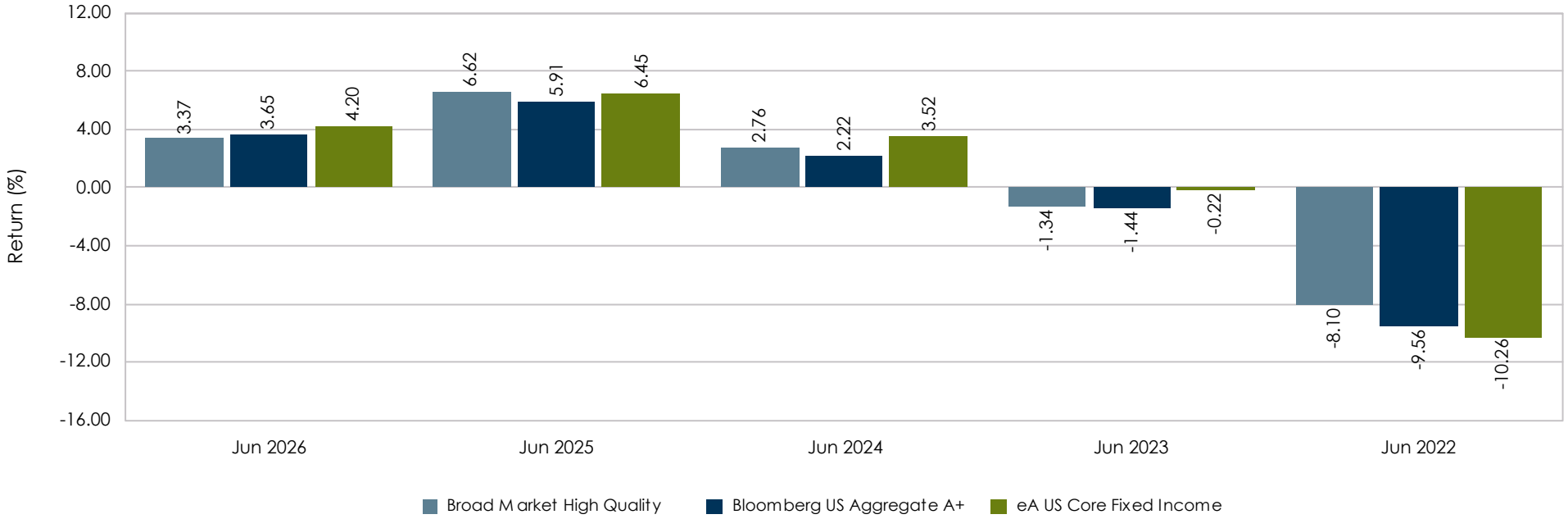
Ranking	97	92	97	91	48	89	98
5th Percentile	1.19	2.50	5.06	5.52	1.46	2.53	2.65
25th Percentile	0.95	2.16	4.39	4.96	0.68	2.01	2.31
50th Percentile	0.82	1.98	4.20	4.66	0.52	1.80	2.11
75th Percentile	0.72	1.85	3.98	4.48	0.38	1.64	1.93
95th Percentile	0.46	1.56	3.47	4.07	0.01	1.30	1.70
Observations	210	210	210	207	206	197	189

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Broad Market High Quality Bond Fund

For the One Year Periods Ending June



Ranking	97	29	89	95	7
5th Percentile	5.06	7.12	5.52	1.32	-7.38
25th Percentile	4.39	6.66	4.08	0.23	-9.84
50th Percentile	4.20	6.45	3.52	-0.22	-10.26
75th Percentile	3.98	6.27	3.07	-0.63	-10.76
95th Percentile	3.47	5.94	2.42	-1.38	-11.62
Observations	210	230	233	254	252

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Investment Guidelines

Broad Market High Quality Bond Fund

For the Periods Ending June 30, 2026

Portfolio Sector Allocations	Max.%	Min. %	Actual Portfolio	Within Guidelines?	Comments
U.S. Govt Oblig., U.S. Govt Agency Oblig, or U.S. Govt Instrum. Oblig.	75.00%	30.00%	40.58%	Yes	
Mortgage Securities including CMO's	50.00%	0.00%	29.10%	Yes	
Corporate and Yankee Debt Obligations	30.00%	0.00%	0.00%	Yes	
Asset Backed Securities	30.00%	0.00%	29.30%	Yes	
Reverse Repurchase Agreements and/or other forms of financial leverage *	30.00%	0.00%	0.00%	Yes	
Other (Cash)	25.00%	0.00%	1.02%	Yes	
Portfolio Duration/Quality	**Policy Expectations**		**Actual Portfolio**	**Within Guidelines?**	**Comments**
Modified Duration					
Portfolio should maintain a duration equal to the Bloomberg US Aggregate A+ Index plus or minus 30% but no greater than 7 years.	4.05 to 7.00		5.49	Yes	
Credit quality					
Portfolio should Maintain a minimum bond fund rating of AA (Fitch).	AAf			Yes	
Individual Securities				**Within Guidelines?**	**Comments**
Minimum credit rating of A by any NRSRO for all corporate securities.				Yes	
Maximum of 3% at time of purchase and 5% of the portfolio value may be invested in corporate securities of an individual issuer.			0.00%	Yes	Largest Position Noted
A maximum of 5% of the portfolio, at market, may be invested in individual trusts of ABS and Non-Agency CMOs.			2.30%	Yes	Largest Position Noted
Final stated maturity of 31.0 years or less for all securities.				Yes	

**Asset Consulting Group is unable to verify the actual percentages in the portfolio. However, ACG has confirmed the actual portfolio allocation is less than the maximum percentage allowed.*

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FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Core Plus Fixed Income
- **Manager** Pioneer Institutional Investment
- **Vehicle** Non-Mutual Commingled
- **Benchmark** Barclays Multiverse
- **Performance Inception Date** April 2014
- **Fees** Manager Fee - 55 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 72 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following a Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in a broad spectrum of fixed and floating rate debt securities that are diversified by credit quality, geography and duration.
- Outperform the Bloomberg Multiverse over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of prinicpal. Neither the Fund nor its yield is guaranteed by the US Government.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**192,994**	**180,731**
Net Additions	-189	6,794
Return on Investment	5,971	11,251
Ending Market Value	**198,776**	**198,776**

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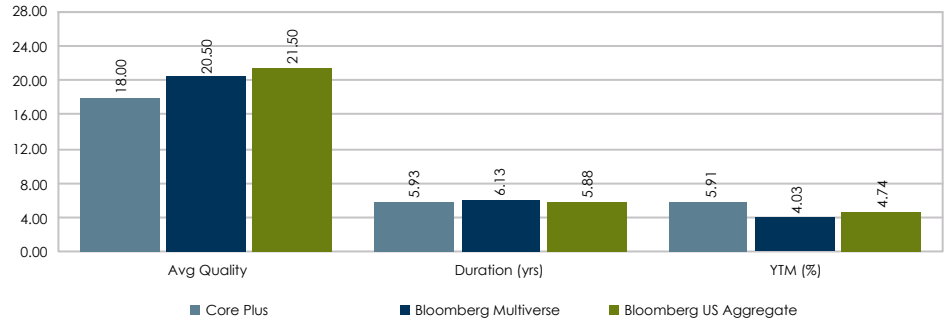
FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026

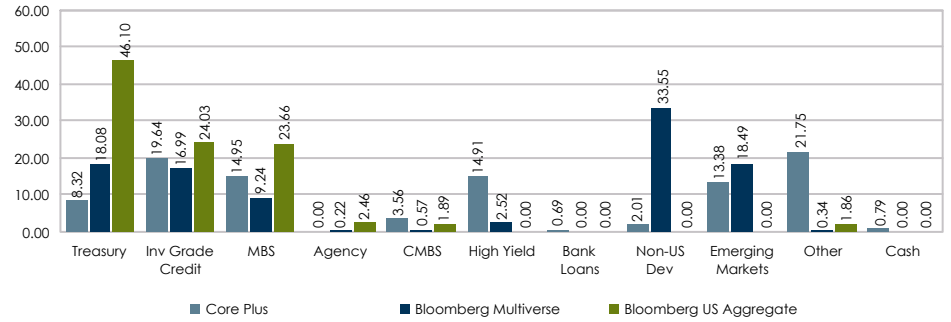
Manager Allocation

Name	Market Value ($000s)	Allocation (%)
Total Core Plus	**198,776**	**100.00**
Pioneer MSFI	198,776	100.00

Characteristics



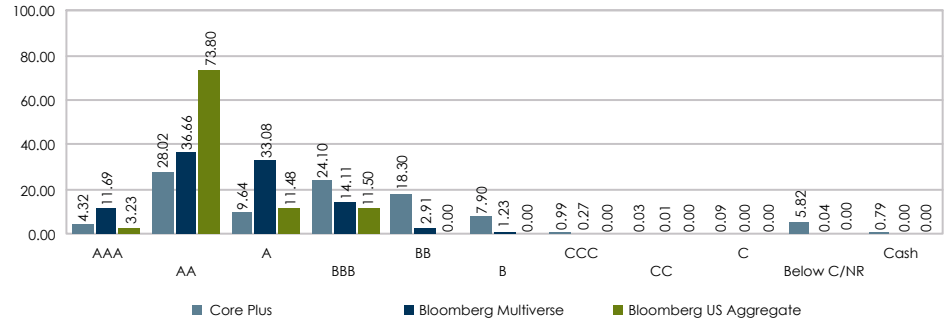
Sector Allocation



Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**192,994**	**180,731**
Net Additions	-189	6,794
Return on Investment	5,971	11,251
Ending Market Value	**198,776**	**198,776**

Quality Allocation



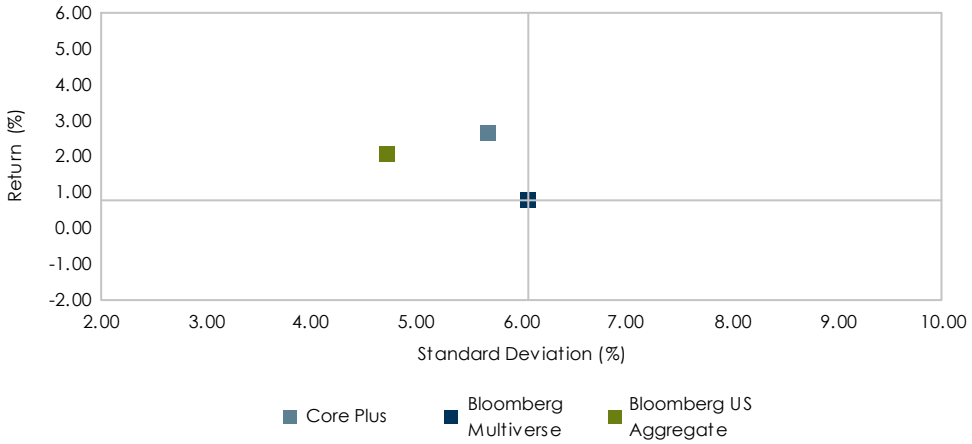
The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As and TIPS.

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FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026

Risk / Return Since Apr 2014



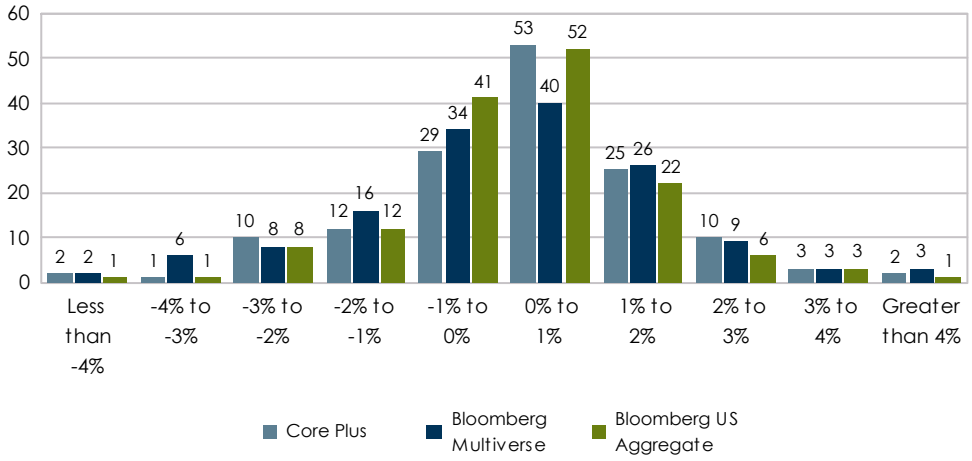
Portfolio Statistics Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	2.67	0.78	2.06
Standard Deviation (%)	5.68	6.06	4.72
Sharpe Ratio	0.13	-0.19	0.03

Benchmark Relative Statistics

Beta	0.66	0.79
R Squared (%)	49.94	43.17
Alpha (%)	2.18	1.10
Tracking Error (%)	4.51	4.39
Batting Average (%)	59.18	58.50
Up Capture (%)	70.91	83.57
Down Capture (%)	47.10	67.42

Return Histogram Since Apr 2014



Return Analysis Since Apr 2014

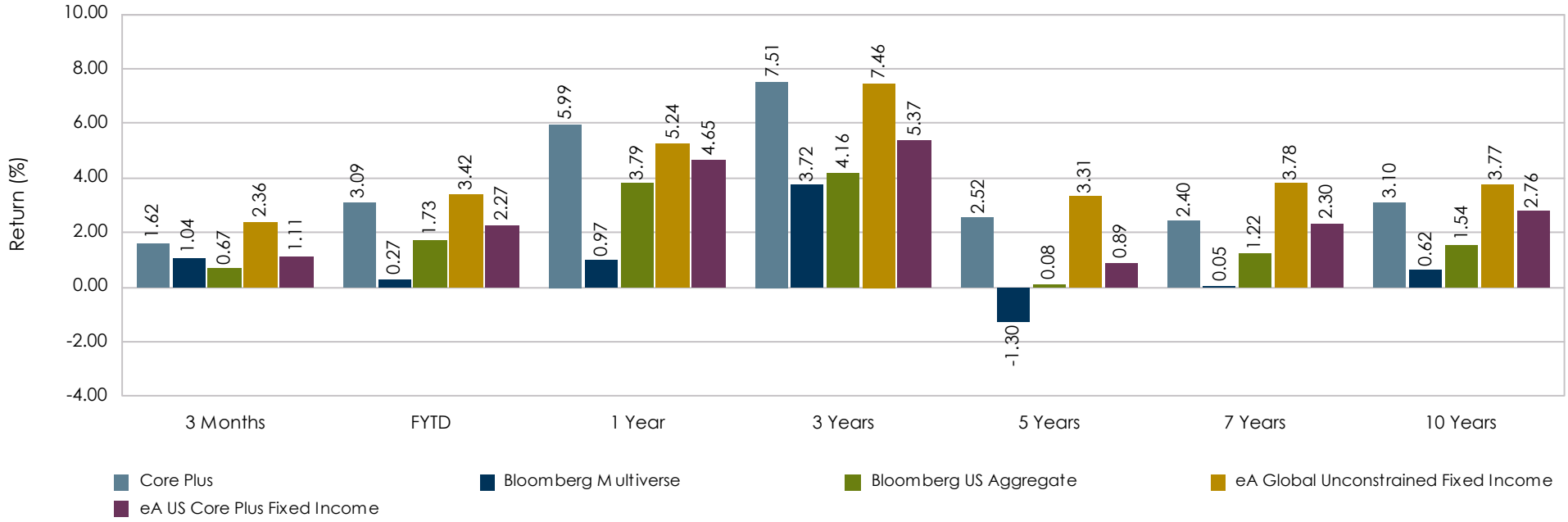
	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	147	147	147
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-8.40	-5.44	-4.32
Number of Positive Months	93	81	84
Number of Negative Months	54	66	63
% of Positive Months	63.27	55.10	57.14

Statistics are calculated using monthly return data.

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FMIvT Core Plus Fixed Income Fund

For the Periods Ending June 30, 2026



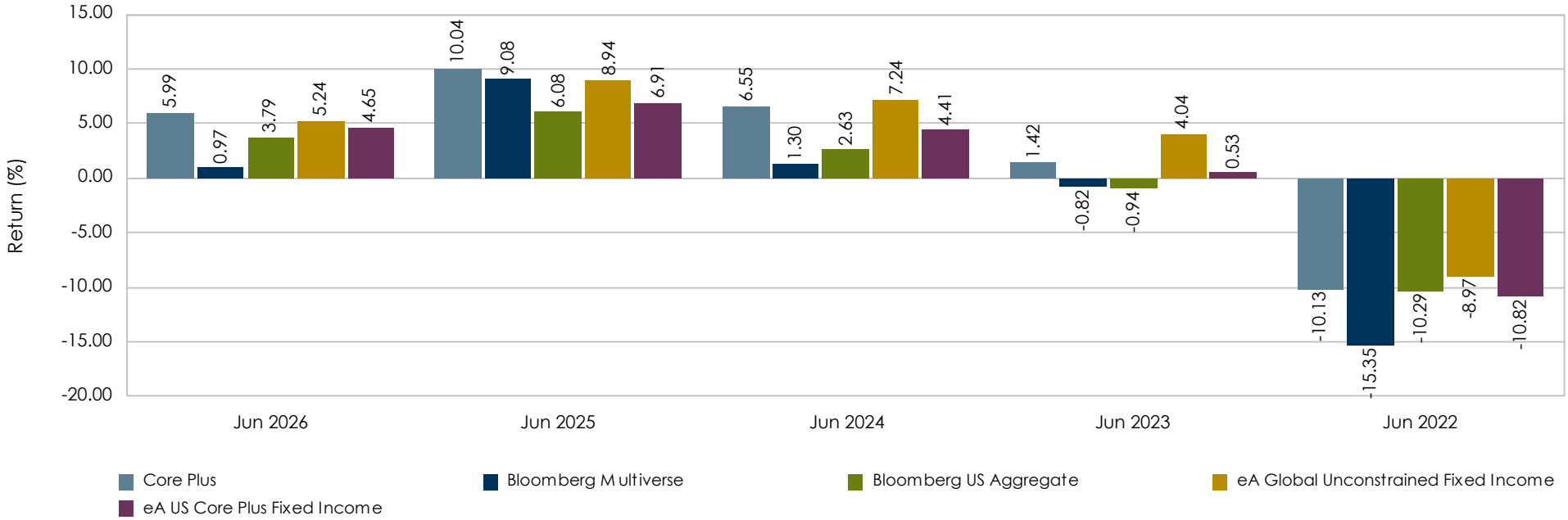
Ranking	73 / 9	56 / 5	38 / 2	49 / 3	60 / 5	87 / 41	75 / 29
5th Percentile	4.77 / 1.75	8.09 / 2.97	10.95 / 5.46	11.37 / 6.82	6.13 / 2.32	7.23 / 3.68	5.89 / 3.90
25th Percentile	3.21 / 1.32	4.06 / 2.54	6.62 / 4.97	8.71 / 5.79	4.11 / 1.28	4.67 / 2.80	4.51 / 3.21
50th Percentile	2.36 / 1.11	3.42 / 2.27	5.24 / 4.65	7.46 / 5.37	3.31 / 0.89	3.78 / 2.30	3.77 / 2.76
75th Percentile	1.57 / 0.99	2.22 / 2.12	3.17 / 4.37	6.34 / 4.99	1.97 / 0.63	3.09 / 2.03	3.09 / 2.42
95th Percentile	0.66 / 0.76	-0.60 / 1.73	0.61 / 3.96	4.35 / 4.36	-0.14 / 0.17	1.70 / 1.72	2.29 / 2.14
Observations	83 / 140	83 / 140	83 / 139	81 / 135	80 / 131	76 / 123	66 / 111

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Core Plus Fixed Income Fund

For the One Year Periods Ending June



Ranking	38 / 2	35 / 2	63 / 14	83 / 24	56 / 25
5th Percentile	10.95 / 5.46	18.18 / 8.35	11.24 / 8.11	10.42 / 3.34	-0.92 / -7.49
25th Percentile	6.62 / 4.97	11.09 / 7.30	8.78 / 5.30	6.70 / 1.37	-5.73 / -10.14
50th Percentile	5.24 / 4.65	8.94 / 6.91	7.24 / 4.41	4.04 / 0.53	-8.97 / -10.82
75th Percentile	3.17 / 4.37	7.42 / 6.65	4.19 / 3.63	2.51 / -0.14	-14.39 / -11.64
95th Percentile	0.61 / 3.96	5.72 / 6.14	0.78 / 2.65	-1.01 / -1.27	-21.60 / -13.14
Observations	83 / 139	100 / 145	99 / 148	102 / 150	109 / 145

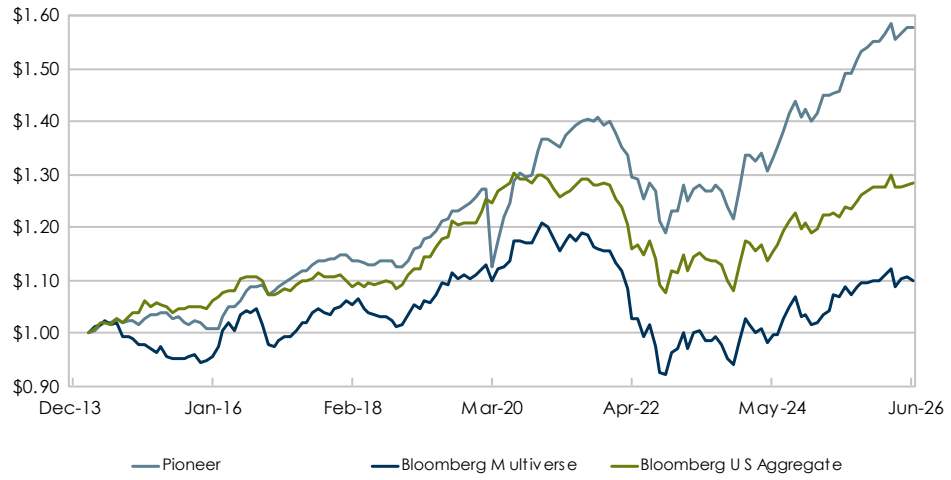
The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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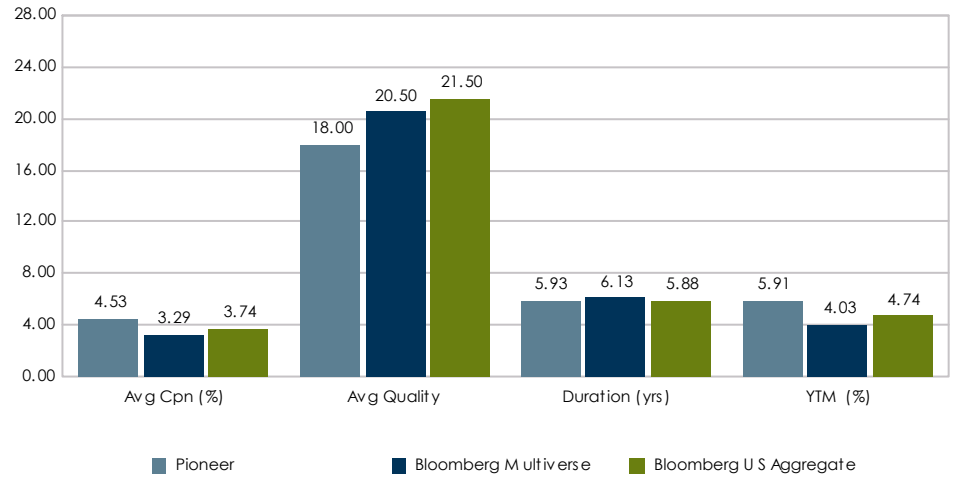
Pioneer MSFI

For the Periods Ending June 30, 2026

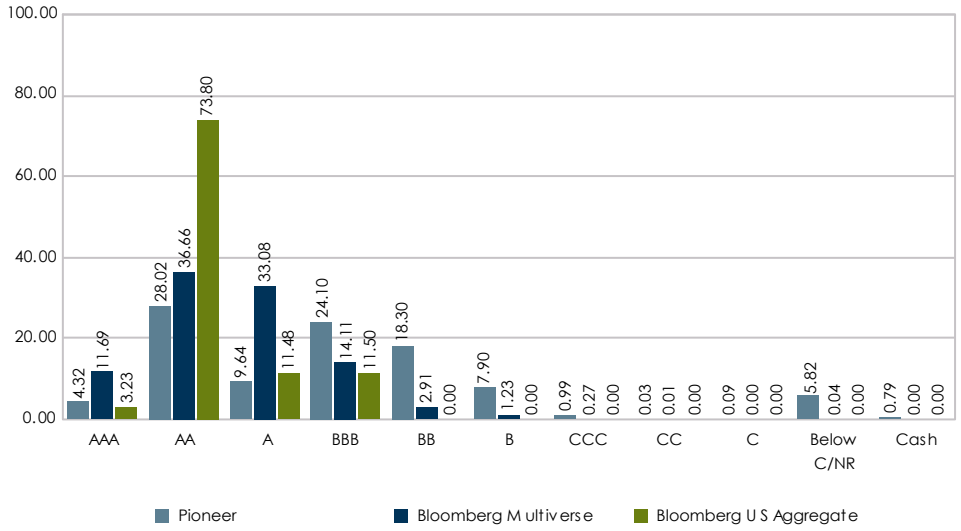
Growth of a Dollar



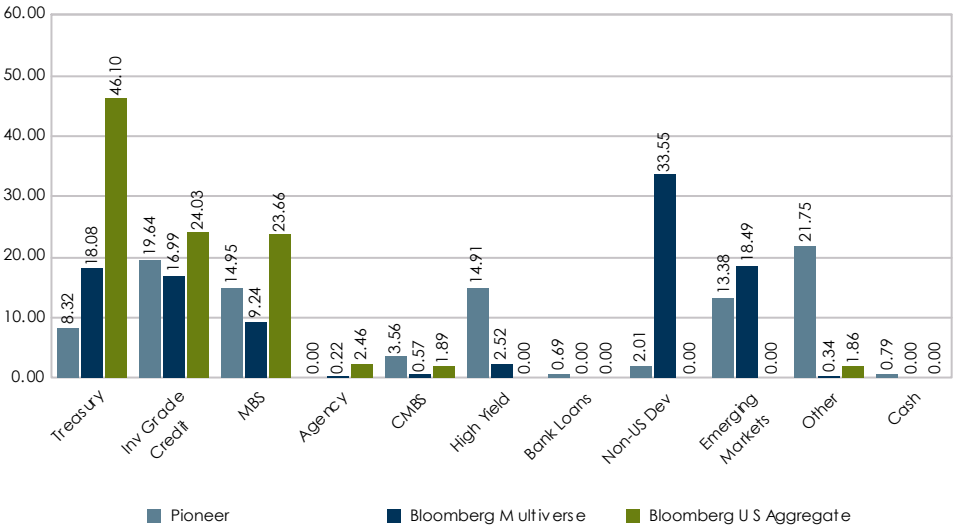
Characteristics



Quality Allocation



Sector Allocation



Characteristic and allocation charts represents the composite data of the Pioneer Multi-Sector Fixed Income.

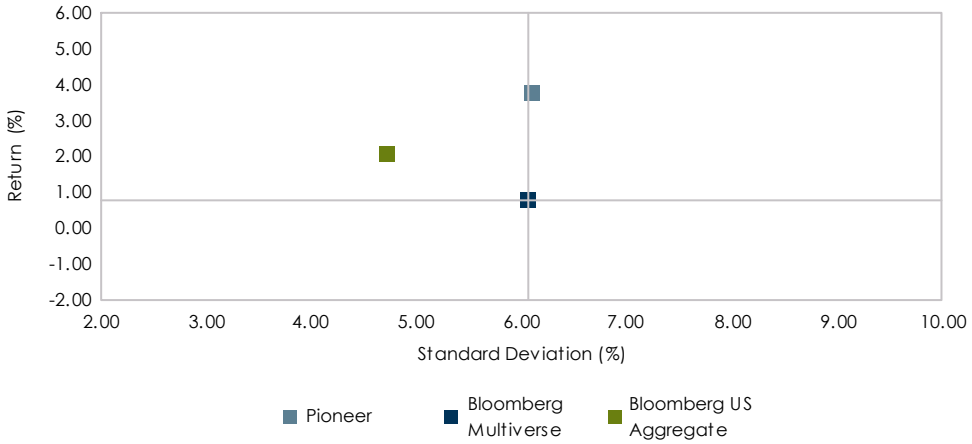
The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144A and EMDS.

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Pioneer MSFI

For the Periods Ending June 30, 2026

Risk / Return Since Apr 2014



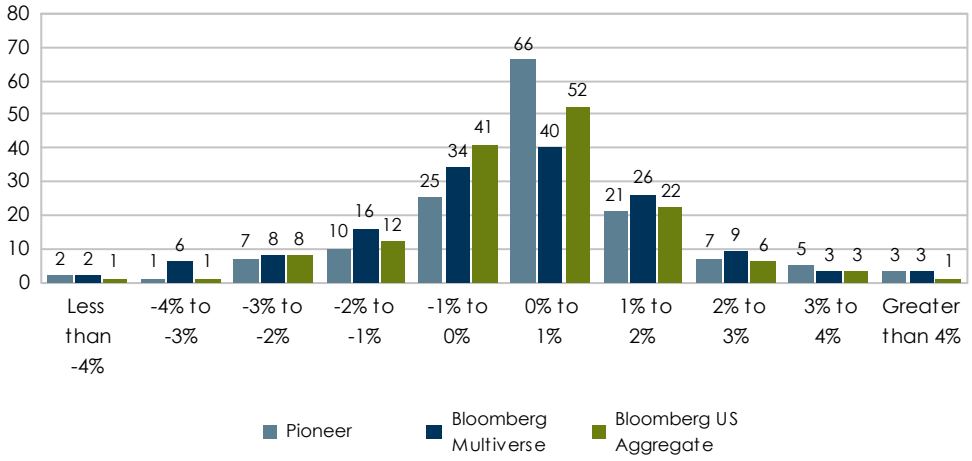
Portfolio Statistics Since Apr 2014

	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	3.80	0.78	2.06
Standard Deviation (%)	6.10	6.06	4.72
Sharpe Ratio	0.31	-0.19	0.03

Benchmark Relative Statistics

Beta	0.77	0.93
R Squared (%)	58.17	51.77
Alpha (%)	3.23	1.93
Tracking Error (%)	4.19	4.25
Batting Average (%)	65.99	61.90
Up Capture (%)	91.42	112.60
Down Capture (%)	54.19	83.61

Return Histogram Since Apr 2014



Return Analysis Since Apr 2014

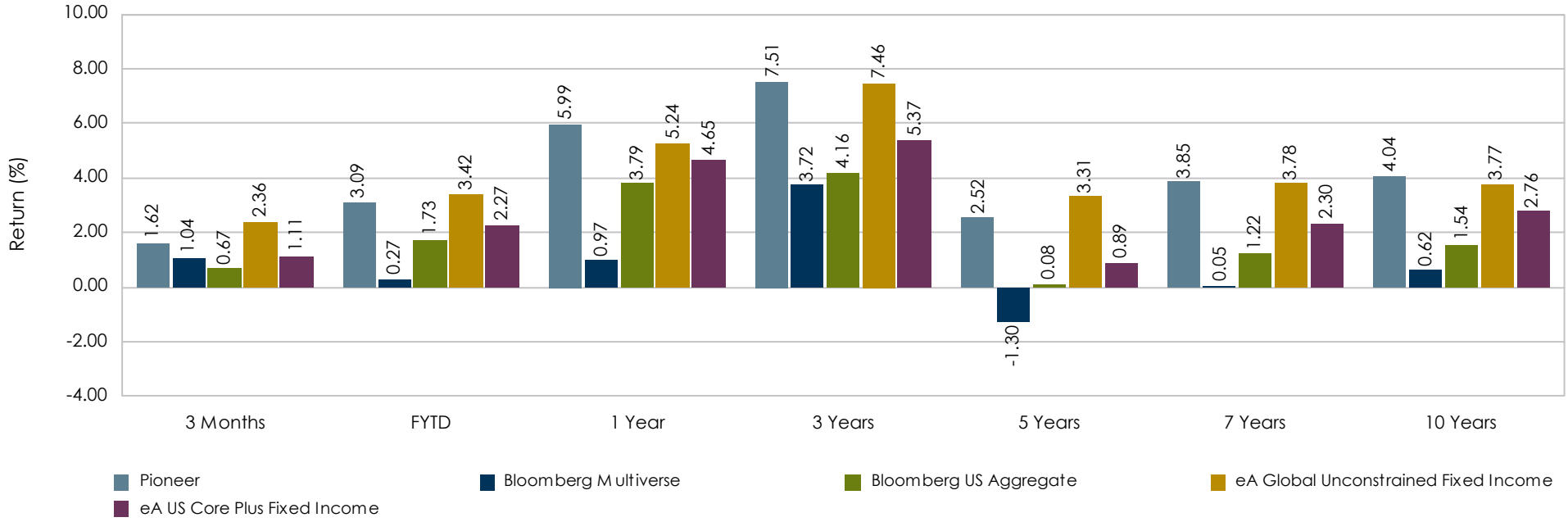
	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	147	147	147
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-11.69	-5.44	-4.32
Number of Positive Months	102	81	84
Number of Negative Months	45	66	63
% of Positive Months	69.39	55.10	57.14

Statistics are calculated using monthly return data.

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Pioneer MSFI

For the Periods Ending June 30, 2026



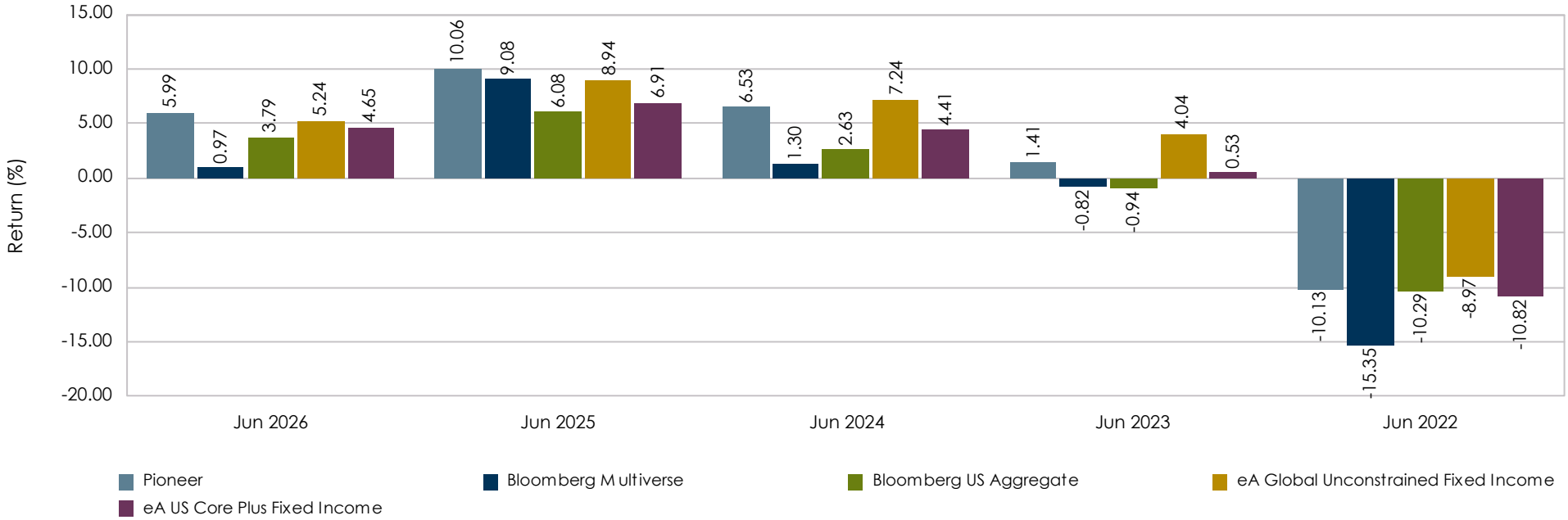
Ranking	73 / 9	56 / 5	38 / 2	49 / 3	60 / 5	48 / 2	41 / 4
5th Percentile	4.77 / 1.75	8.09 / 2.97	10.95 / 5.46	11.37 / 6.82	6.13 / 2.32	7.23 / 3.68	5.89 / 3.90
25th Percentile	3.21 / 1.32	4.06 / 2.54	6.62 / 4.97	8.71 / 5.79	4.11 / 1.28	4.67 / 2.80	4.51 / 3.21
50th Percentile	2.36 / 1.11	3.42 / 2.27	5.24 / 4.65	7.46 / 5.37	3.31 / 0.89	3.78 / 2.30	3.77 / 2.76
75th Percentile	1.57 / 0.99	2.22 / 2.12	3.17 / 4.37	6.34 / 4.99	1.97 / 0.63	3.09 / 2.03	3.09 / 2.42
95th Percentile	0.66 / 0.76	-0.60 / 1.73	0.61 / 3.96	4.35 / 4.36	-0.14 / 0.17	1.70 / 1.72	2.29 / 2.14
Observations	83 / 140	83 / 140	83 / 139	81 / 135	80 / 131	76 / 123	66 / 111

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Pioneer MSFI

For the One Year Periods Ending June



Ranking	38 / 2	35 / 2	63 / 14	83 / 24	56 / 25
5th Percentile	10.95 / 5.46	18.18 / 8.35	11.24 / 8.11	10.42 / 3.34	-0.92 / -7.49
25th Percentile	6.62 / 4.97	11.09 / 7.30	8.78 / 5.30	6.70 / 1.37	-5.73 / -10.14
50th Percentile	5.24 / 4.65	8.94 / 6.91	7.24 / 4.41	4.04 / 0.53	-8.97 / -10.82
75th Percentile	3.17 / 4.37	7.42 / 6.65	4.19 / 3.63	2.51 / -0.14	-14.39 / -11.64
95th Percentile	0.61 / 3.96	5.72 / 6.14	0.78 / 2.65	-1.01 / -1.27	-21.60 / -13.14
Observations	83 / 139	100 / 145	99 / 148	102 / 150	109 / 145

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Large Cap US Equity
- **Manager** State Street
- **Vehicle** Non-Mutual Commingled
- **Benchmark** A blend of Russell 1000 and S&P 500
- **Performance Inception Date** October 2017
- **Fees** Manager Fee - 6 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 23 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in large cap US stocks that are diversified by industry and sector.
- Outperform the LC Benchmark over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**364,878**	**326,140**
Net Additions	-4,039	13,249
Return on Investment	47,287	68,737
Ending Market Value	**408,126**	**408,126**

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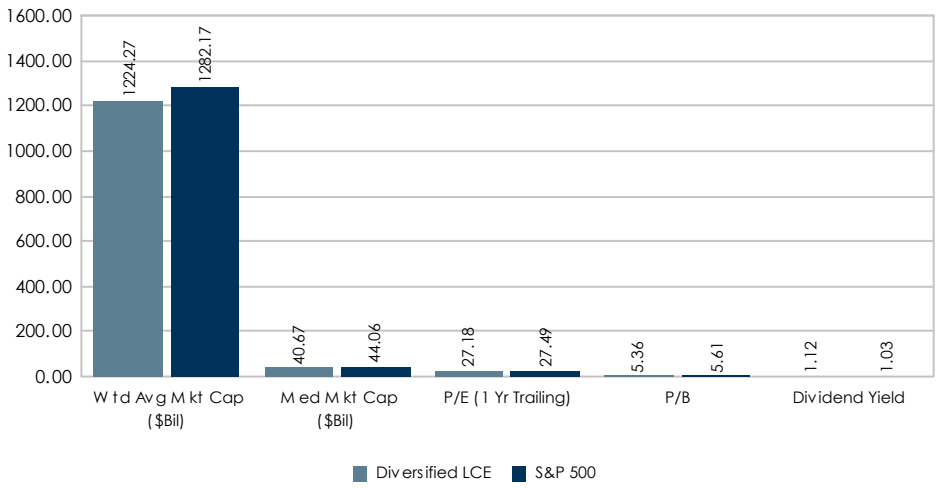
FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026

Manager Allocation

Name	Market Value ($000s)	Allocation (%)
Total Diversified LCE	**408,126**	**100.00**
SSgA S&P 500 Index	408,126	100.00

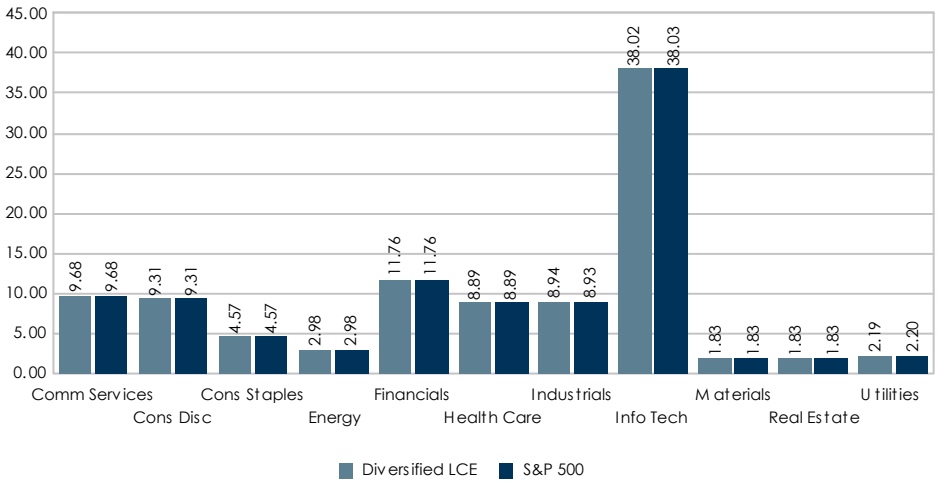
Characteristics



Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**364,878**	**326,140**
Net Additions	-4,039	13,249
Return on Investment	47,287	68,737
Ending Market Value	**408,126**	**408,126**

Sector Allocation

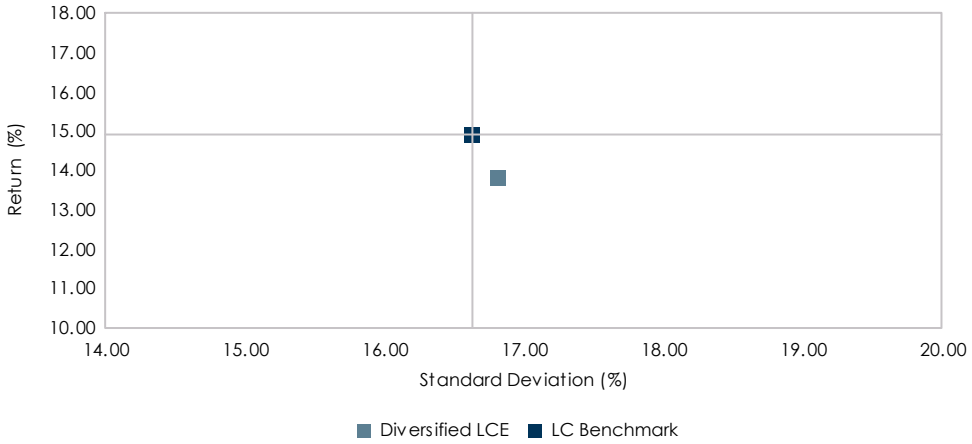


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FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Oct 2017



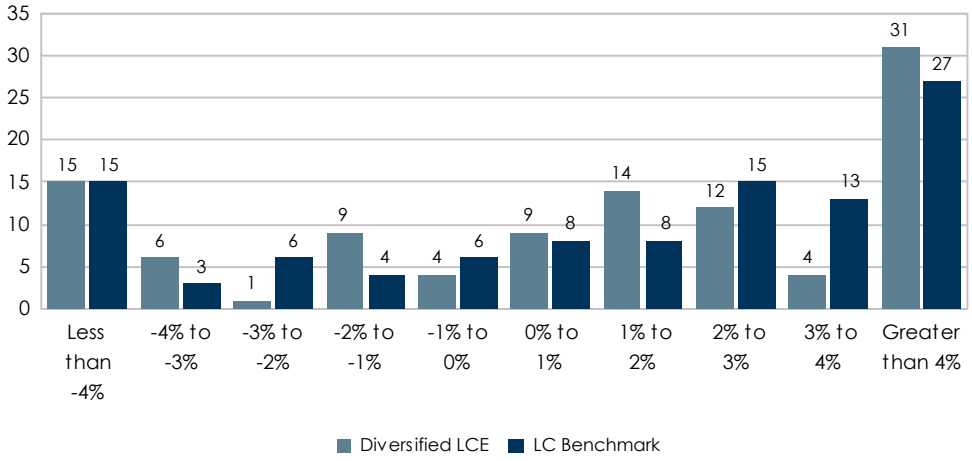
Portfolio Statistics Since Oct 2017

	Diversified LCE	LC Benchmark
Return (%)	13.80	14.92
Standard Deviation (%)	16.82	16.64
Sharpe Ratio	0.67	0.74

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	97.65
Alpha (%)	-0.94
Tracking Error (%)	2.58
Batting Average (%)	44.76
Up Capture (%)	95.27
Down Capture (%)	99.08

Return Histogram Since Oct 2017



Return Analysis Since Oct 2017

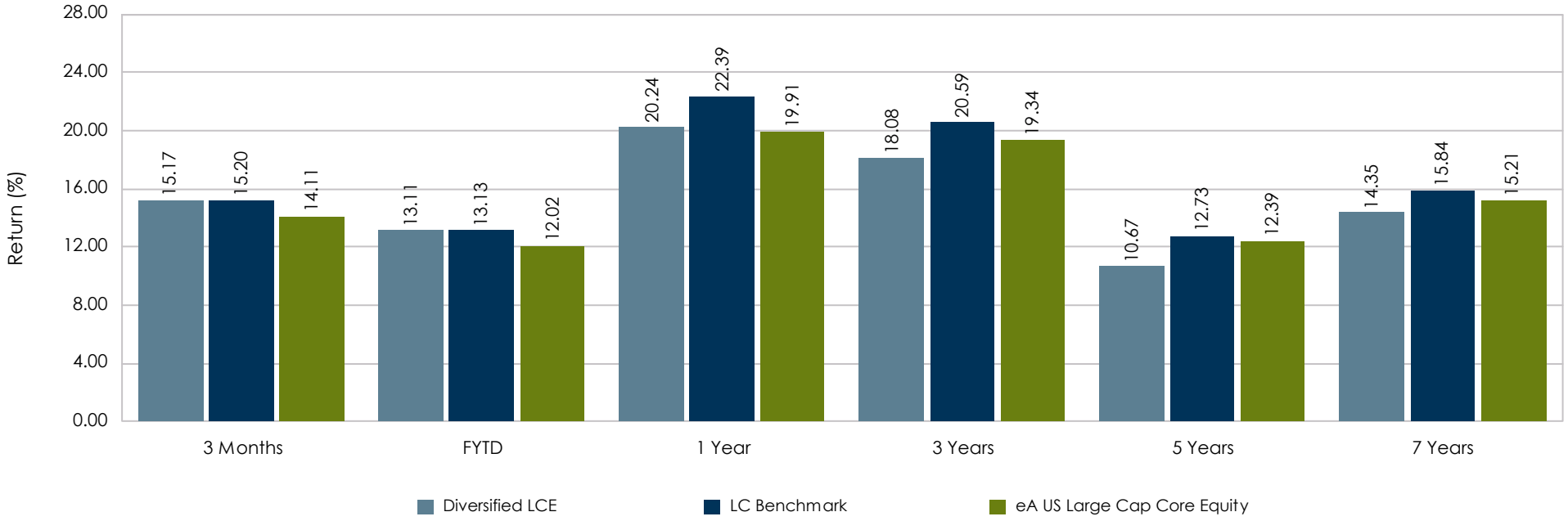
	Diversified LCE	LC Benchmark
Number of Months	105	105
Highest Monthly Return (%)	13.79	13.21
Lowest Monthly Return (%)	-14.99	-13.21
Number of Positive Months	70	71
Number of Negative Months	35	34
% of Positive Months	66.67	67.62

Statistics are calculated using monthly return data.

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FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending June 30, 2026



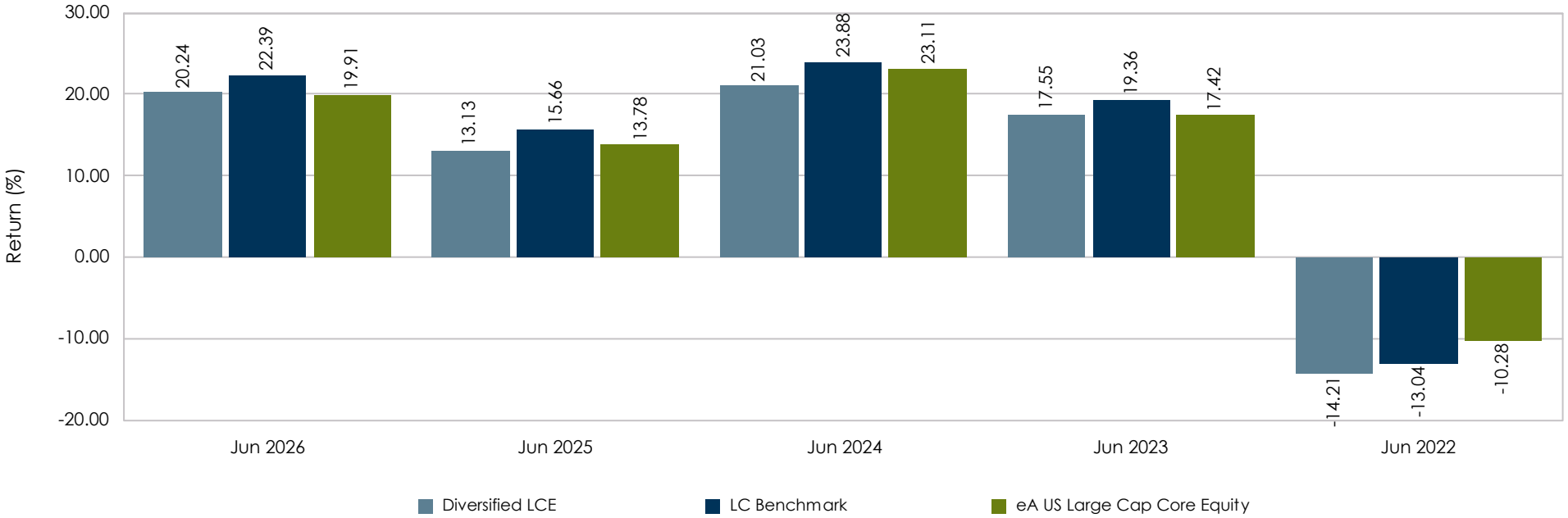
Ranking	38	40	49	62	71	63
5th Percentile	21.54	23.36	33.40	25.38	16.17	18.16
25th Percentile	16.07	14.91	24.10	21.66	14.02	16.62
50th Percentile	14.11	12.02	19.91	19.34	12.39	15.21
75th Percentile	10.28	8.46	14.82	15.65	10.26	13.23
95th Percentile	5.10	0.45	4.15	10.03	7.36	10.19
Observations	389	389	389	384	366	343

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified Large Cap Equity Portfolio

For the One Year Periods Ending June



Ranking	49	60	61	50	85
5th Percentile	33.40	20.79	32.53	24.24	-0.27
25th Percentile	24.10	15.93	27.10	20.17	-6.80
50th Percentile	19.91	13.78	23.11	17.42	-10.28
75th Percentile	14.82	11.17	17.50	13.73	-12.91
95th Percentile	4.15	8.28	9.98	8.69	-17.49
Observations	389	435	434	410	401

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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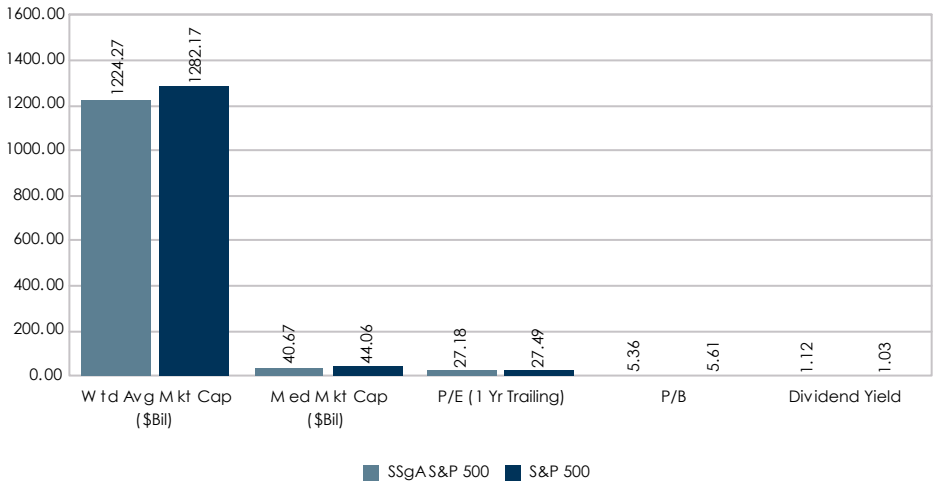
SSgA S&P 500 Index

For the Periods Ending June 30, 2026

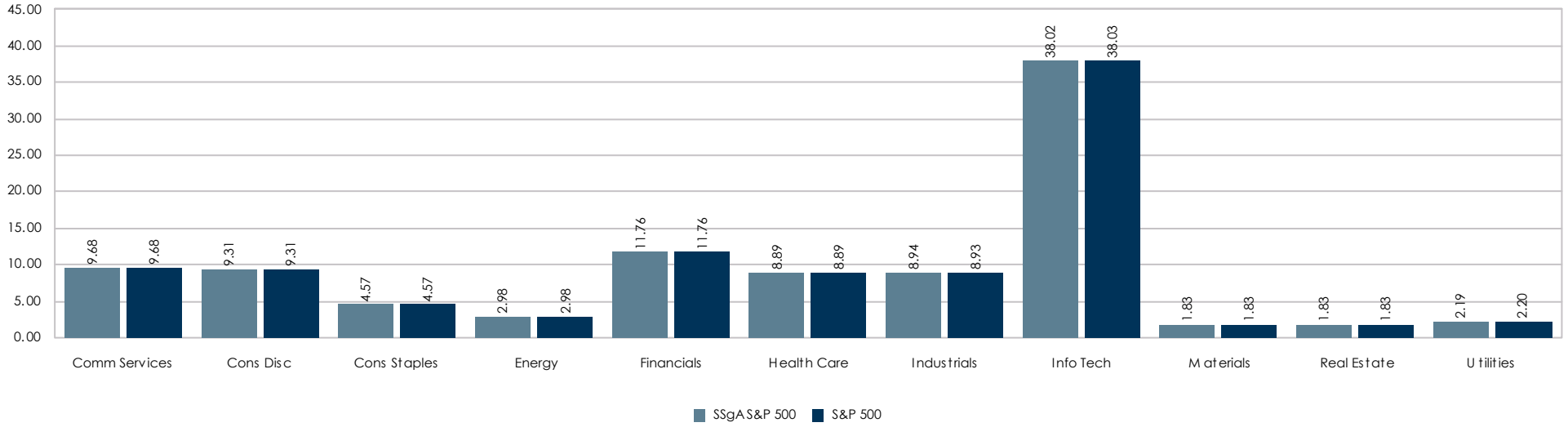
Growth of a Dollar



Characteristics



Sector Allocation



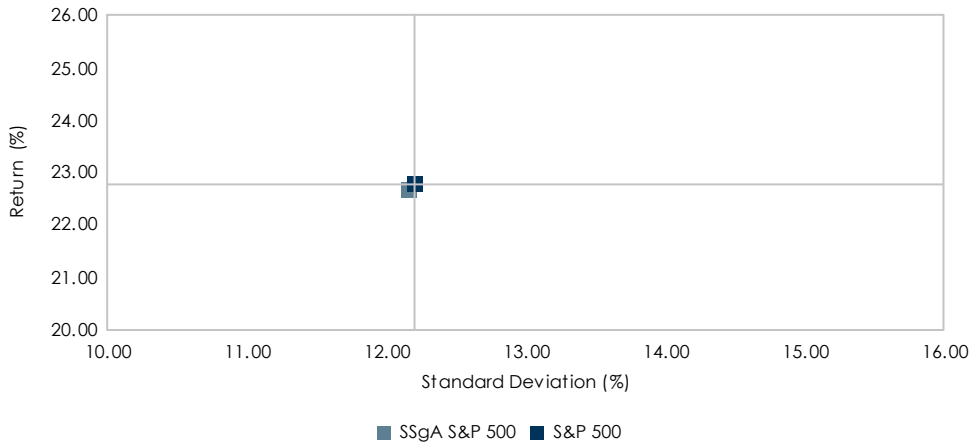
Characteristic and allocation charts represents data of the State Street S&P 500 Index CTF - Non Lending (Non-Mutual Commingled).

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SSgA S&P 500 Index

For the Periods Ending June 30, 2026

Risk / Return Since Dec 2023



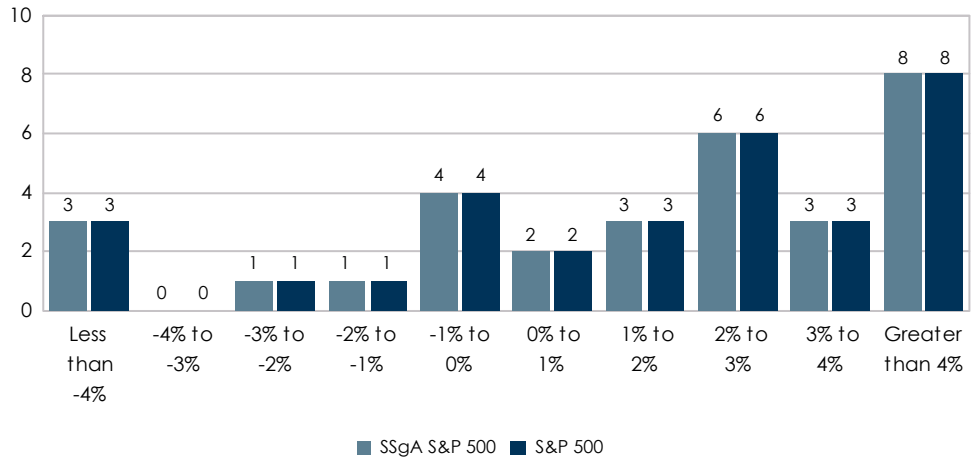
Portfolio Statistics Since Dec 2023

	SSgA S&P 500	S&P 500
Return (%)	22.66	22.74
Standard Deviation (%)	12.17	12.20
Sharpe Ratio	1.48	1.48

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	100.00
Alpha (%)	-0.01
Tracking Error (%)	0.05
Batting Average (%)	22.58
Up Capture (%)	99.59
Down Capture (%)	99.70

Return Histogram Since Dec 2023



Return Analysis Since Dec 2023

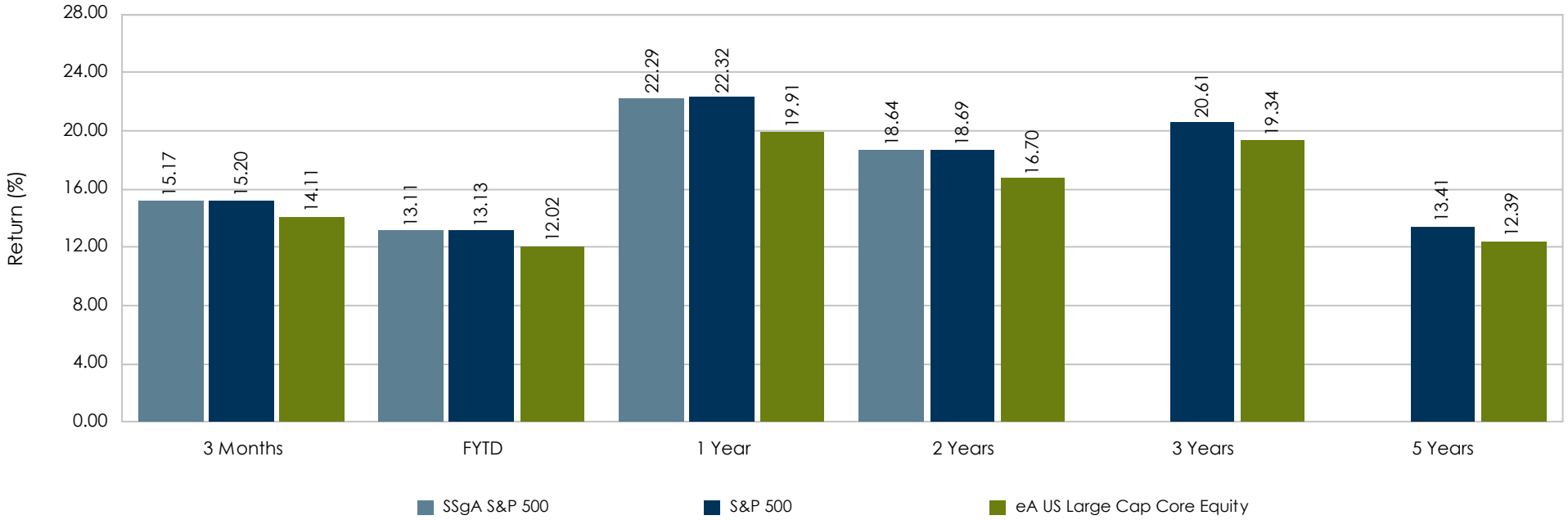
	SSgA S&P 500	S&P 500
Number of Months	31	31
Highest Monthly Return (%)	10.47	10.49
Lowest Monthly Return (%)	-5.61	-5.63
Number of Positive Months	22	22
Number of Negative Months	9	9
% of Positive Months	70.97	70.97

Statistics are calculated using monthly return data.

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SSgA S&P 500 Index

For the Periods Ending June 30, 2026



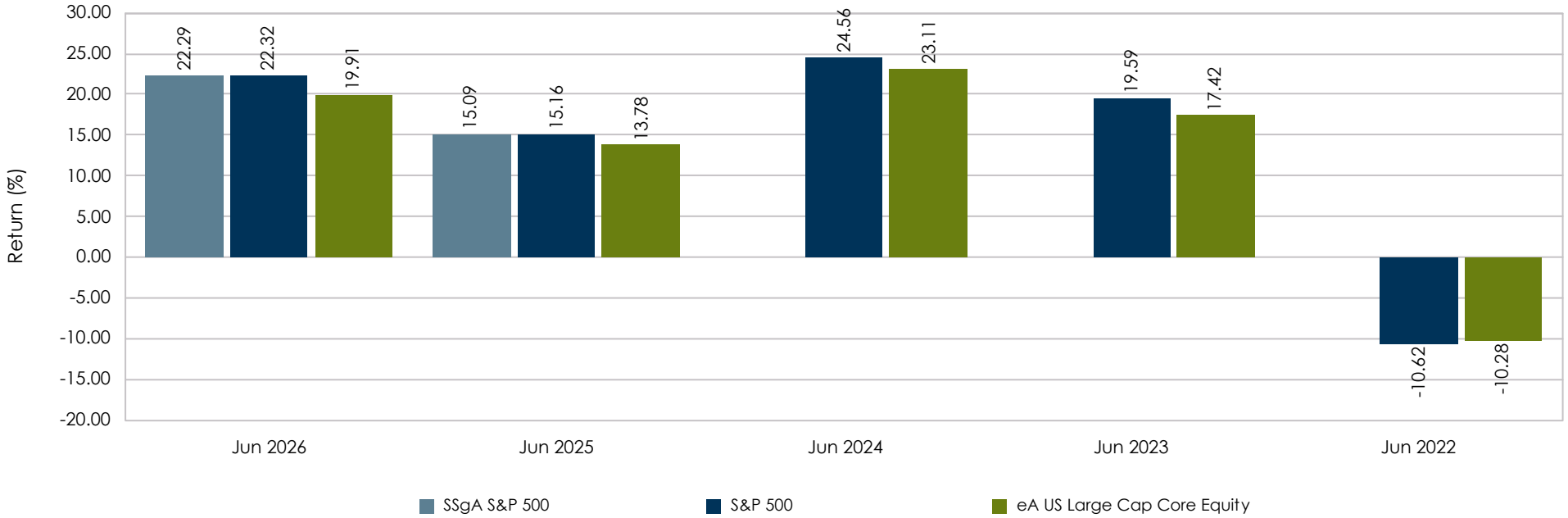
Ranking	38	40	35	33		
5th Percentile	21.54	23.36	33.40	24.10	25.38	16.17
25th Percentile	16.07	14.91	24.10	19.43	21.66	14.02
50th Percentile	14.11	12.02	19.91	16.70	19.34	12.39
75th Percentile	10.28	8.46	14.82	13.72	15.65	10.26
95th Percentile	5.10	0.45	4.15	8.19	10.03	7.36
Observations	389	389	389	386	384	366

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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SSgA S&P 500 Index

For the One Year Periods Ending June



Ranking	35	35			
5th Percentile	33.40	20.79	32.53	24.24	-0.27
25th Percentile	24.10	15.93	27.10	20.17	-6.80
50th Percentile	19.91	13.78	23.11	17.42	-10.28
75th Percentile	14.82	11.17	17.50	13.73	-12.91
95th Percentile	4.15	8.28	9.98	8.69	-17.49
Observations	389	435	434	410	401

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Small to Mid (SMID) (Strategy change in 2010)
- **Manager** Atlanta Capital Management Company
- **Vehicle** Separately Managed Account
- **Benchmark** A blend of Russell 2500 and Russell 2000
- **Performance Inception Date** January 2000
- **Fees** Manager Fee - 45 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 62 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in small to mid cap core style common stocks of companies domiciled in the US or traded on the New York Stock Exchange.
- Outperform a blended index of the Russell 2500 beginning June 1, 2010 and the Russell 2000 prior to that, over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC.

Dollar Growth Summary ($000s)

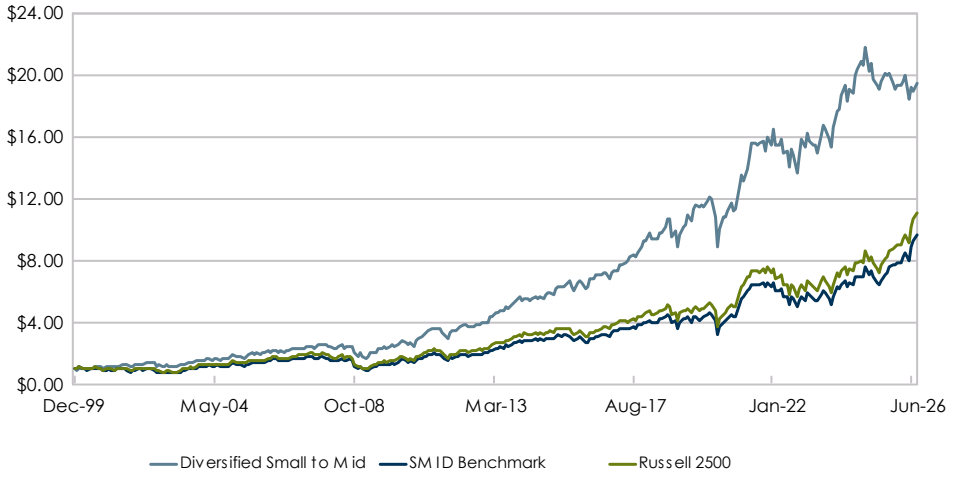
	FYTD	1 Year
Beginning Market Value	**216,553**	**210,219**
Net Additions	-8,671	4,997
Return on Investment	-486	-7,820
Income	*1,779*	*2,291*
Gain/Loss	*-2,266*	*-10,111*
Ending Market Value	**207,396**	**207,396**

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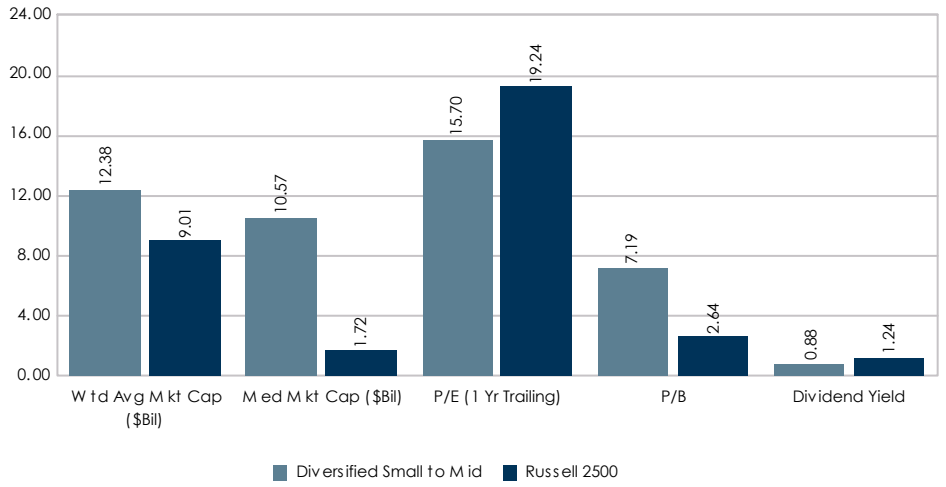
FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026

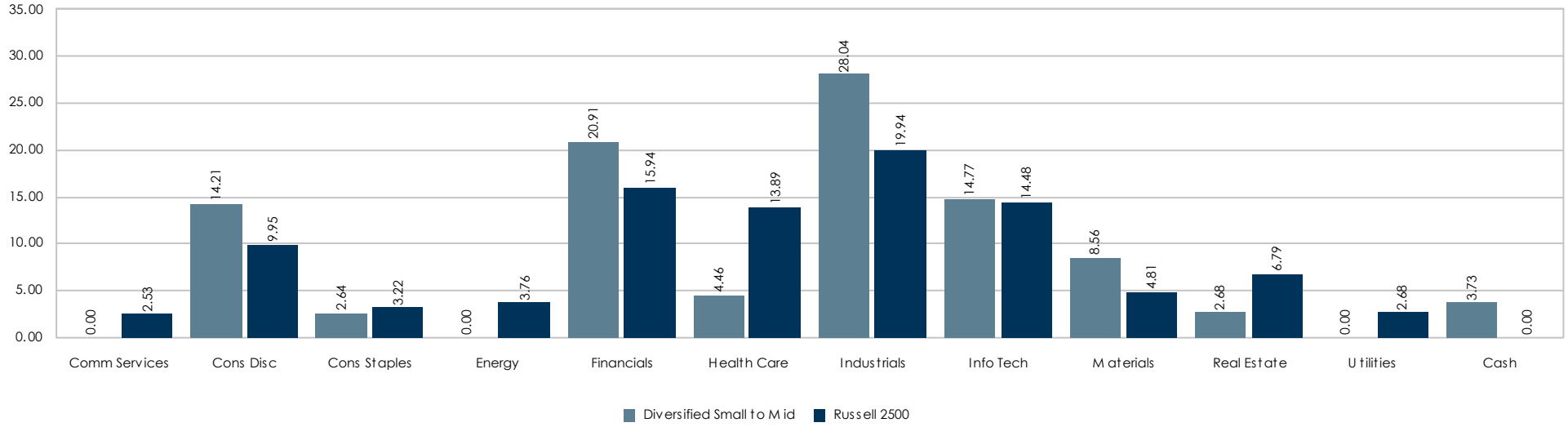
Growth of a Dollar



Characteristics



Sector Allocation

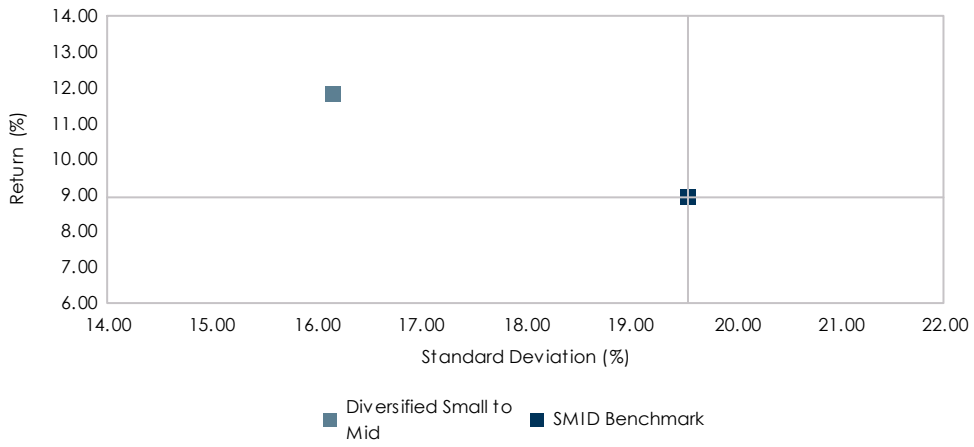


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FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Jan 2000



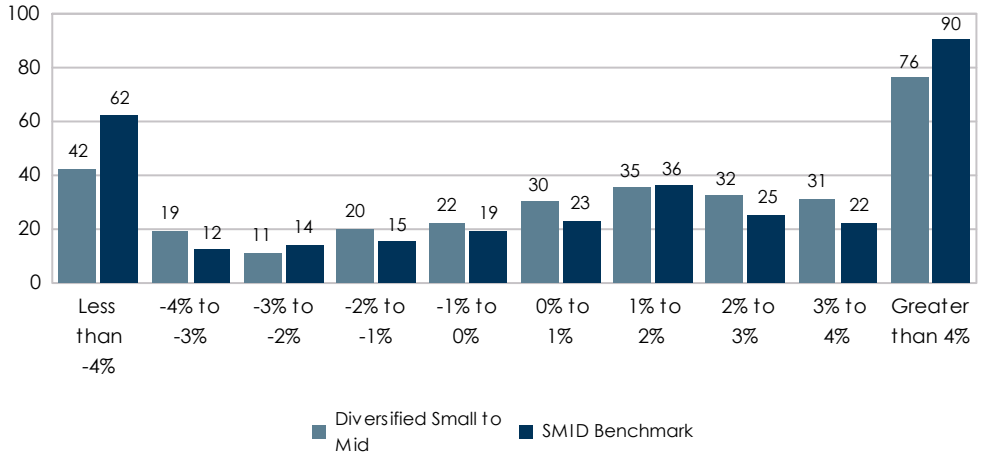
Portfolio Statistics Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Return (%)	11.85	8.95
Standard Deviation (%)	16.15	19.55
Sharpe Ratio	0.62	0.36

Benchmark Relative Statistics

Beta	0.76
R Squared (%)	83.78
Alpha (%)	4.70
Tracking Error (%)	8.07
Batting Average (%)	50.94
Up Capture (%)	80.68
Down Capture (%)	72.73

Return Histogram Since Jan 2000



Return Analysis Since Jan 2000

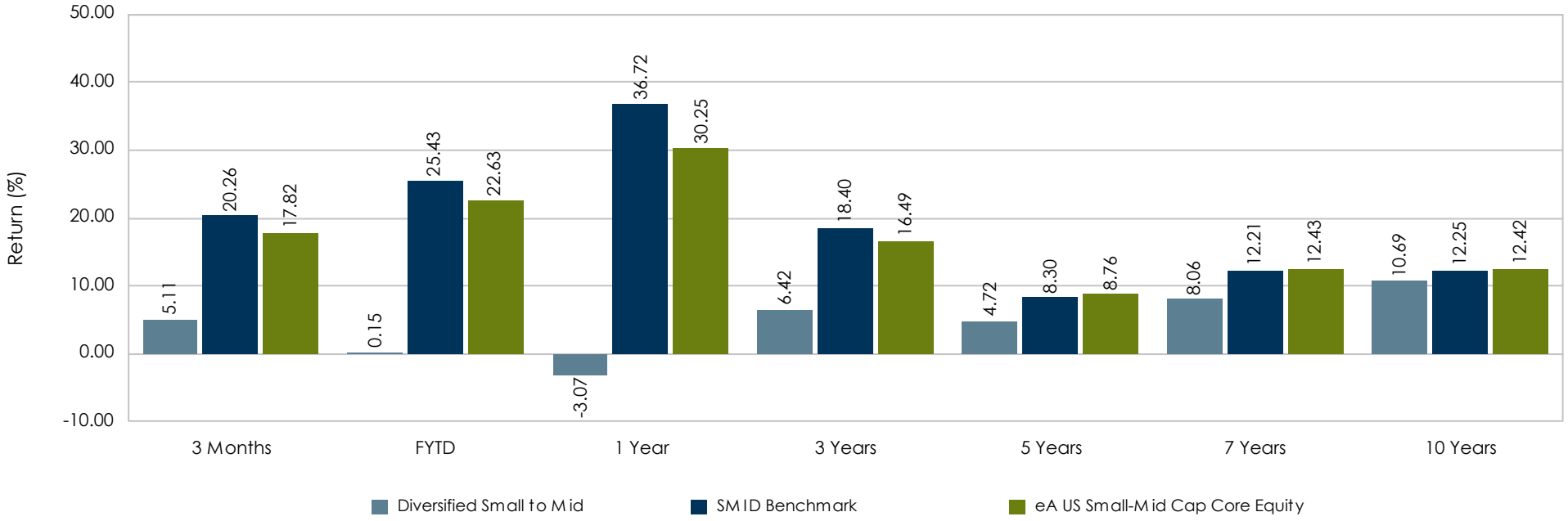
	Diversified Small to Mid	SMID Benchmark
Number of Months	318	318
Highest Monthly Return (%)	15.00	16.51
Lowest Monthly Return (%)	-17.49	-21.70
Number of Positive Months	204	196
Number of Negative Months	114	122
% of Positive Months	64.15	61.64

Statistics are calculated using monthly return data.

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FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending June 30, 2026



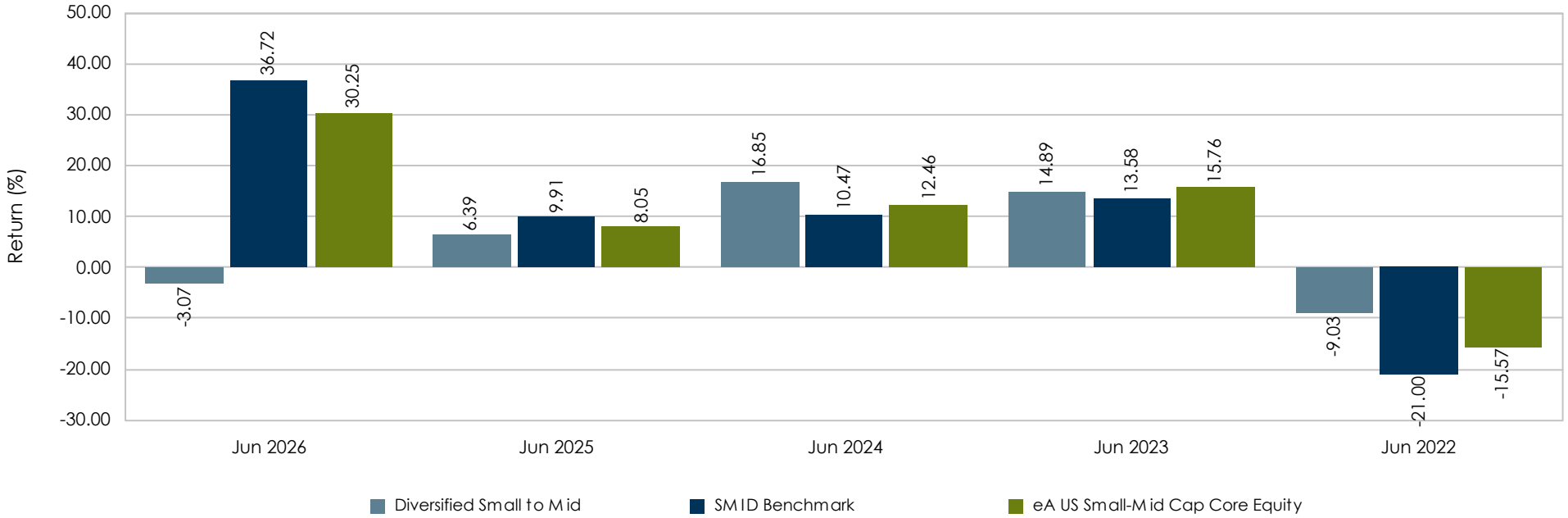
Ranking	98	98	99	94	89	93	85
5th Percentile	30.41	35.77	50.83	28.63	14.56	18.51	17.34
25th Percentile	21.78	26.92	38.78	20.09	10.99	14.05	14.18
50th Percentile	17.82	22.63	30.25	16.49	8.76	12.43	12.42
75th Percentile	13.39	14.81	19.50	12.11	6.54	10.36	10.98
95th Percentile	6.56	2.85	5.25	6.31	2.97	7.25	9.50
Observations	102	102	102	96	90	81	62

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Diversified SMID Cap Equity Portfolio

For the One Year Periods Ending June



Ranking	99	71	19	57	11
5th Percentile	50.83	18.42	20.28	25.59	-6.95
25th Percentile	38.78	11.01	15.51	19.75	-11.91
50th Percentile	30.25	8.05	12.46	15.76	-15.57
75th Percentile	19.50	5.84	8.92	11.97	-19.43
95th Percentile	5.25	1.62	3.89	6.72	-23.97
Observations	102	105	105	107	100

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Investment Guidelines

Diversified Small to Mid (SMID) Cap Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector				
Communication Services	30.00%	0.00%	Yes	
Consumer Discretionary	30.00%	14.21%	Yes	
Consumer Staples	30.00%	2.64%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	20.91%	Yes	
Health Care	30.00%	4.46%	Yes	
Industrials	30.00%	28.04%	Yes	
Information Technology	30.00%	14.77%	Yes	
Materials	30.00%	8.56%	Yes	
Real Estate	30.00%	2.68%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	**Max. %**	**Actual Portfolio**	**Within Guidelines?**	**Comments**
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.00%	3.73%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.00%	4.69%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.00%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.00%	0.00%	Yes	
A maximum of 10% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	10.00%	0.00%	Yes	

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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** International Equity
- **Manager** Ninety One Asset Management and Allspring Global Investments
- **Vehicle** Non-Mutual Commingled
- **Benchmark** MSCI ACWI ex US
- **Performance Inception Date** June 2005 (Manager changes April 2011, October 2014 & October 2017)
- **Fees** Manager Fee - 43 bps; Admin Fee - 14.5 bps
- **Total Expenses** Approximately 59 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000
- The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the month.
- The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in developed and emerging markets outside the US. Maintains approximately equal weightings to both growth and value securities through a systematic rebalancing process.
- Outperform the MSCI ACWI ex US NetDiv over a complete market cycle (usually 3 to 5 years).
- Rank above median in a relevant peer group universe.
- Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Investments in foreign securities generally pose greater risk than domestic securities.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**282,955**	**276,876**
Net Additions	-30,441	-39,193
Return on Investment	37,645	52,475
Ending Market Value	**290,158**	**290,158**

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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026

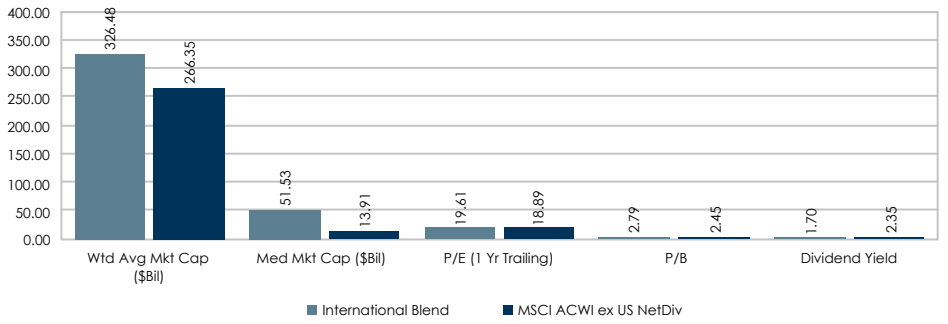
Manager Allocation

Name	Market Value ($000s)	Allocation (%)
Total International Blend	**290,158**	**100.00**
Ninety One International Equity Fund	261,507	90.13
Allspring EM Large/Mid Cap Eq	28,651	9.87

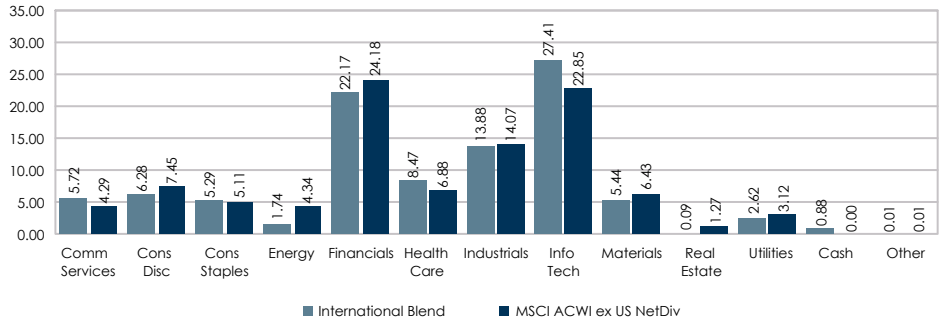
Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**282,955**	**276,876**
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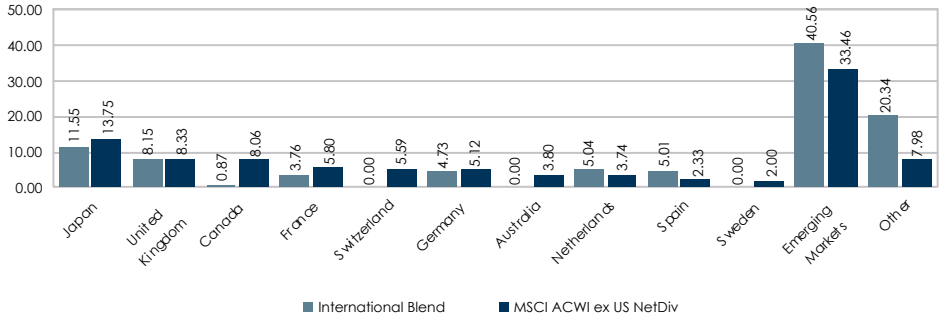
Characteristics



Sector Allocation



Country Allocation

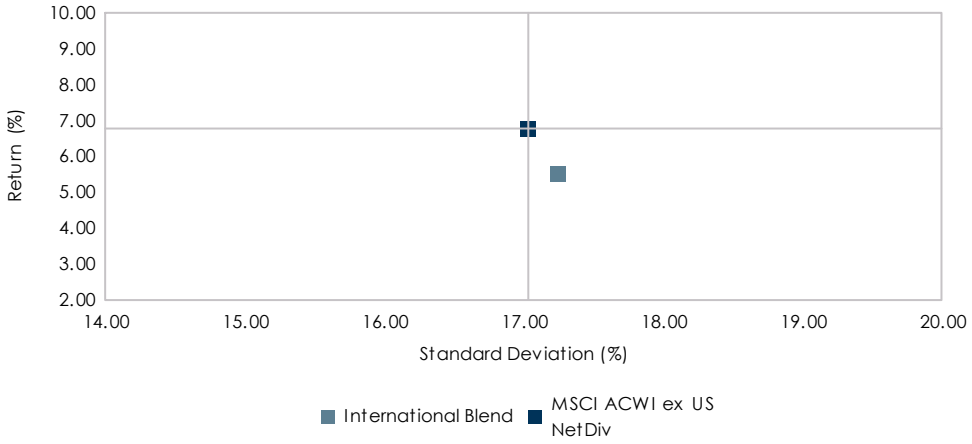


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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Jul 2005



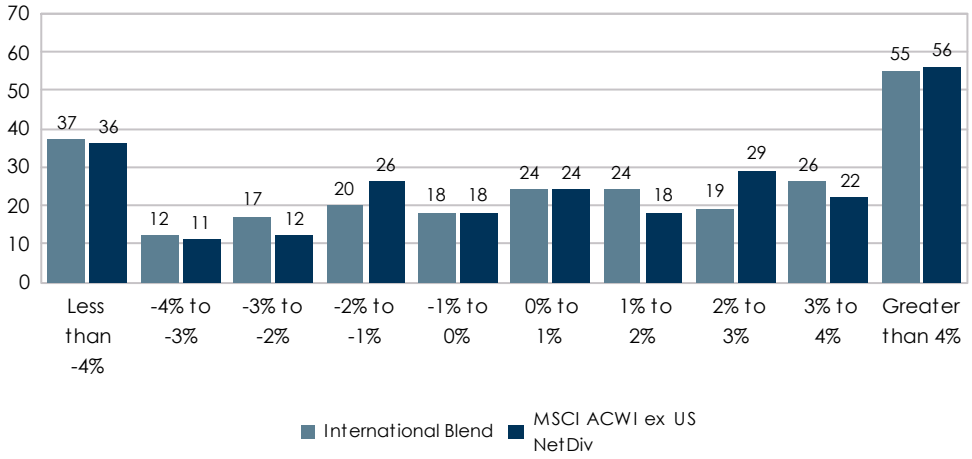
Portfolio Statistics Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Return (%)	5.51	6.78
Standard Deviation (%)	17.25	17.03
Sharpe Ratio	0.22	0.30

Benchmark Relative Statistics

Beta	0.99
R Squared (%)	94.74
Alpha (%)	-1.04
Tracking Error (%)	3.96
Batting Average (%)	47.62
Up Capture (%)	96.43
Down Capture (%)	101.78

Return Histogram Since Jul 2005



Return Analysis Since Jul 2005

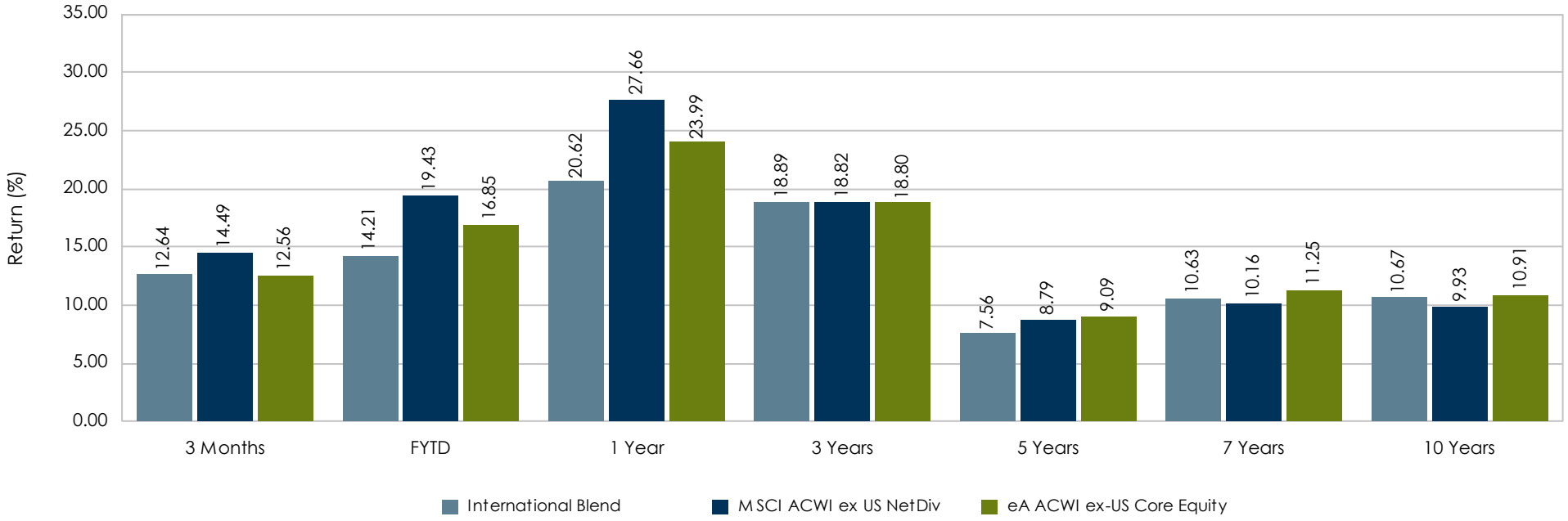
	International Blend	MSCI ACWI ex US NetDiv
Number of Months	252	252
Highest Monthly Return (%)	12.03	13.63
Lowest Monthly Return (%)	-21.48	-22.02
Number of Positive Months	148	149
Number of Negative Months	104	103
% of Positive Months	58.73	59.13

Statistics are calculated using monthly return data.

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FMIvT International Equity Portfolio

For the Periods Ending June 30, 2026



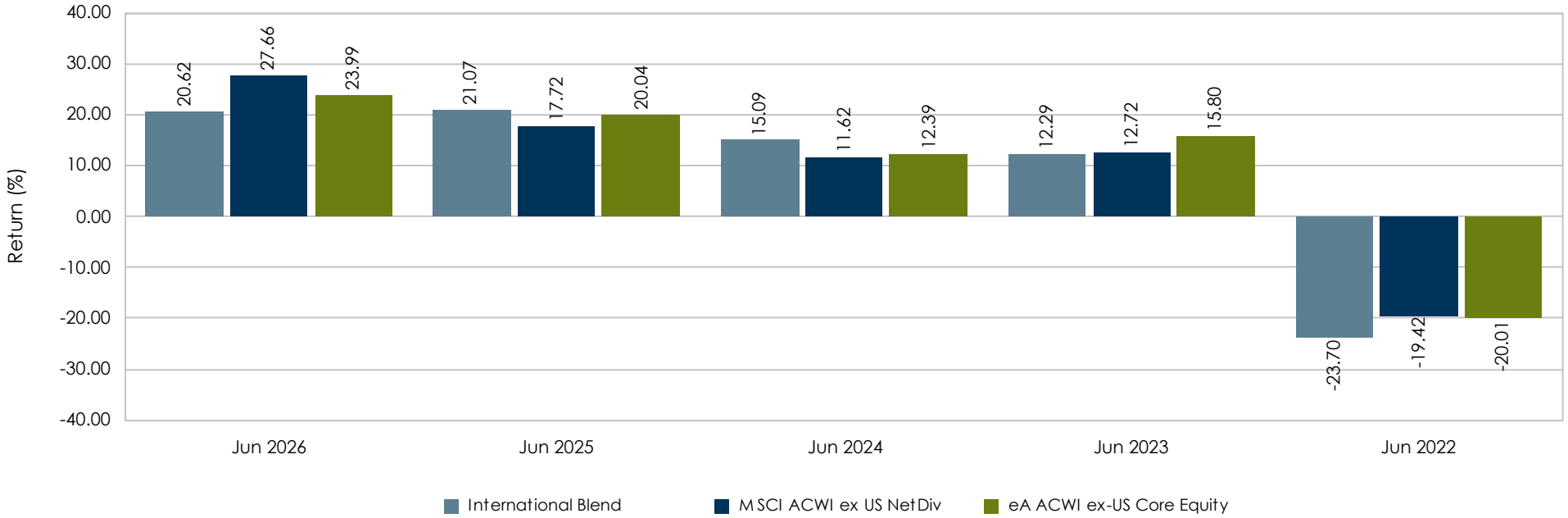
Ranking	50	64	67	49	70	61	59
5th Percentile	20.72	28.32	39.28	26.17	13.85	14.43	13.46
25th Percentile	15.65	21.34	30.45	22.17	10.97	12.83	12.04
50th Percentile	12.56	16.85	23.99	18.80	9.09	11.25	10.91
75th Percentile	9.38	12.54	17.40	15.85	7.02	9.56	9.86
95th Percentile	5.68	2.37	2.71	9.87	3.04	7.20	7.93
Observations	182	182	182	171	159	144	123

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT International Equity Portfolio

For the One Year Periods Ending June



Ranking	67	42	26	84	77
5th Percentile	39.28	29.88	21.09	22.17	-13.33
25th Percentile	30.45	23.34	15.10	17.87	-17.66
50th Percentile	23.99	20.04	12.39	15.80	-20.01
75th Percentile	17.40	16.86	9.15	13.23	-23.46
95th Percentile	2.71	9.73	4.45	7.94	-30.06
Observations	182	194	181	182	176

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Investment Guidelines

International Equity Portfolio

For the Periods Ending June 30, 2026

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Comments
Ninety One International Equity Fund	90.00%	80% - 100%	90.13%	Yes	
Allspring EM Large/Mid Cap Eq Fund	10.00%	0% - 20%	9.87%	Yes	

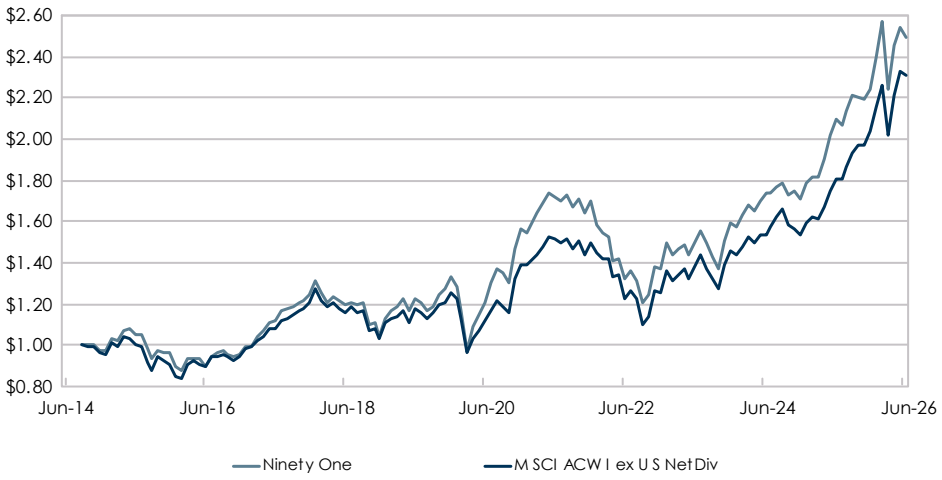
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.0%	0.88%	Yes	

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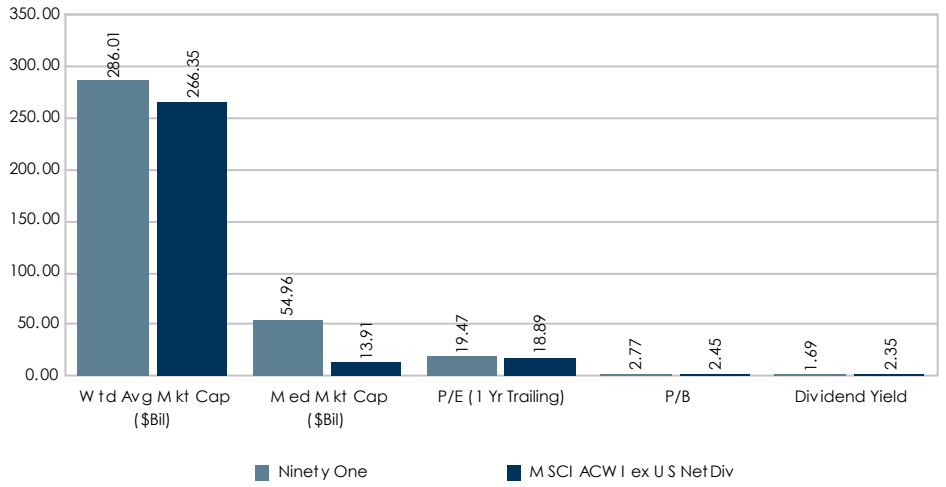
Ninety One International Equity Fund

For the Periods Ending June 30, 2026

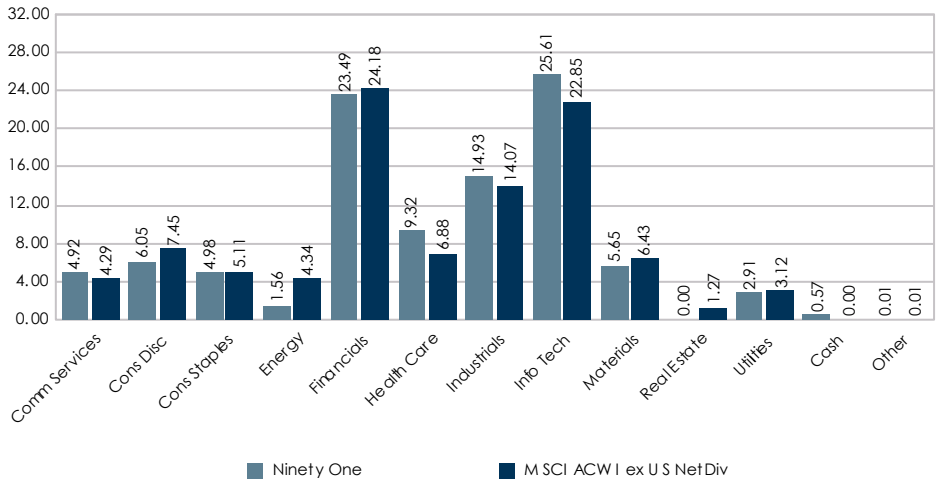
Growth of a Dollar



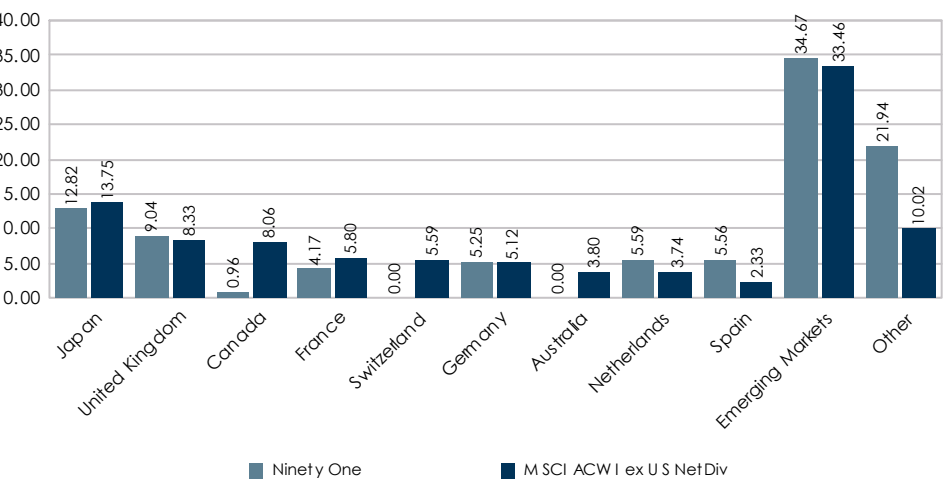
Characteristics



Sector Allocation



Country Allocation



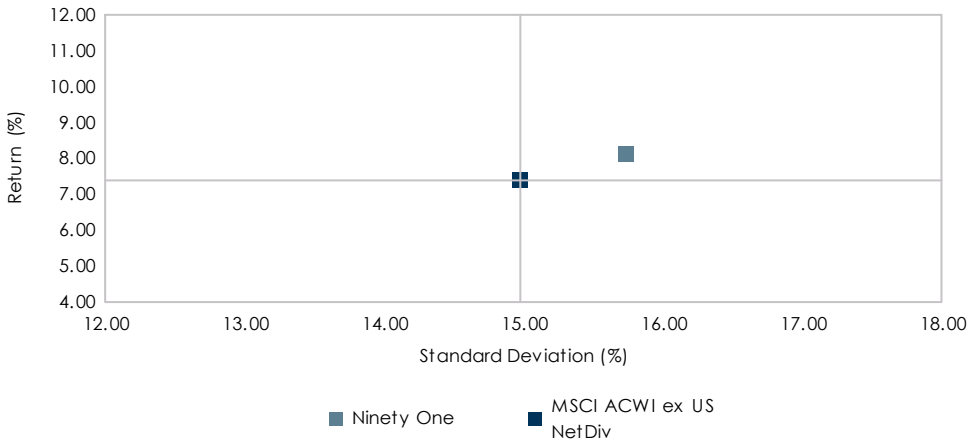
Characteristic and allocation charts represents data of the Ninety-One International Equity (Non-Mutual Commingled).

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Ninety One International Equity Fund

For the Periods Ending June 30, 2026

Risk / Return Since Oct 2014



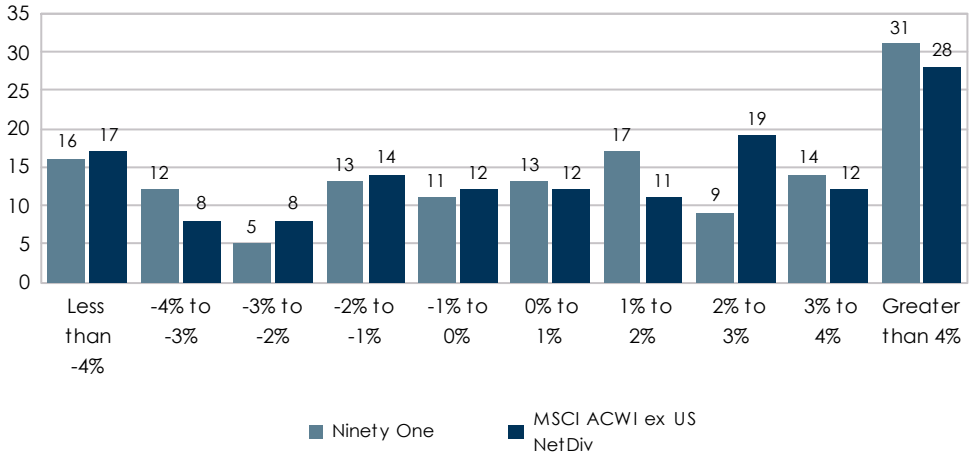
Portfolio Statistics Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Return (%)	8.09	7.40
Standard Deviation (%)	15.74	14.97
Sharpe Ratio	0.39	0.36

Benchmark Relative Statistics

Beta	1.01
R Squared (%)	92.55
Alpha (%)	0.68
Tracking Error (%)	4.30
Batting Average (%)	53.90
Up Capture (%)	102.36
Down Capture (%)	99.12

Return Histogram Since Oct 2014



Return Analysis Since Oct 2014

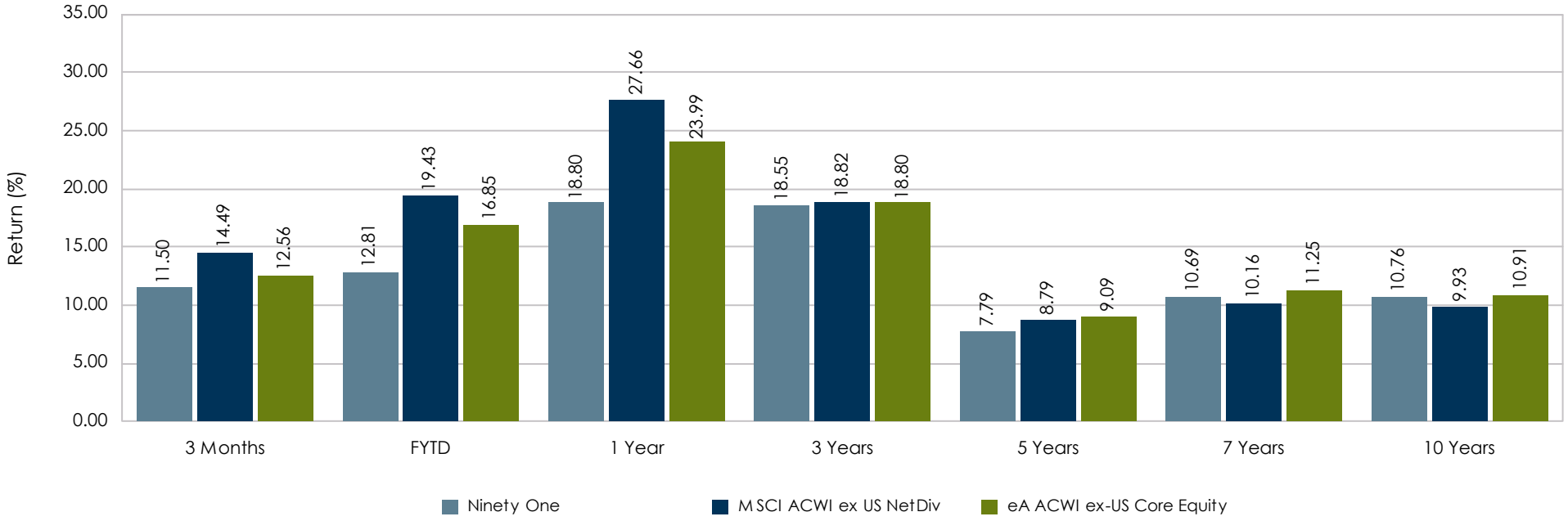
	Ninety One	MSCI ACWI ex US NetDiv
Number of Months	141	141
Highest Monthly Return (%)	12.16	13.45
Lowest Monthly Return (%)	-16.65	-14.48
Number of Positive Months	84	82
Number of Negative Months	57	59
% of Positive Months	59.57	58.16

Statistics are calculated using monthly return data.

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Ninety One International Equity Fund

For the Periods Ending June 30, 2026



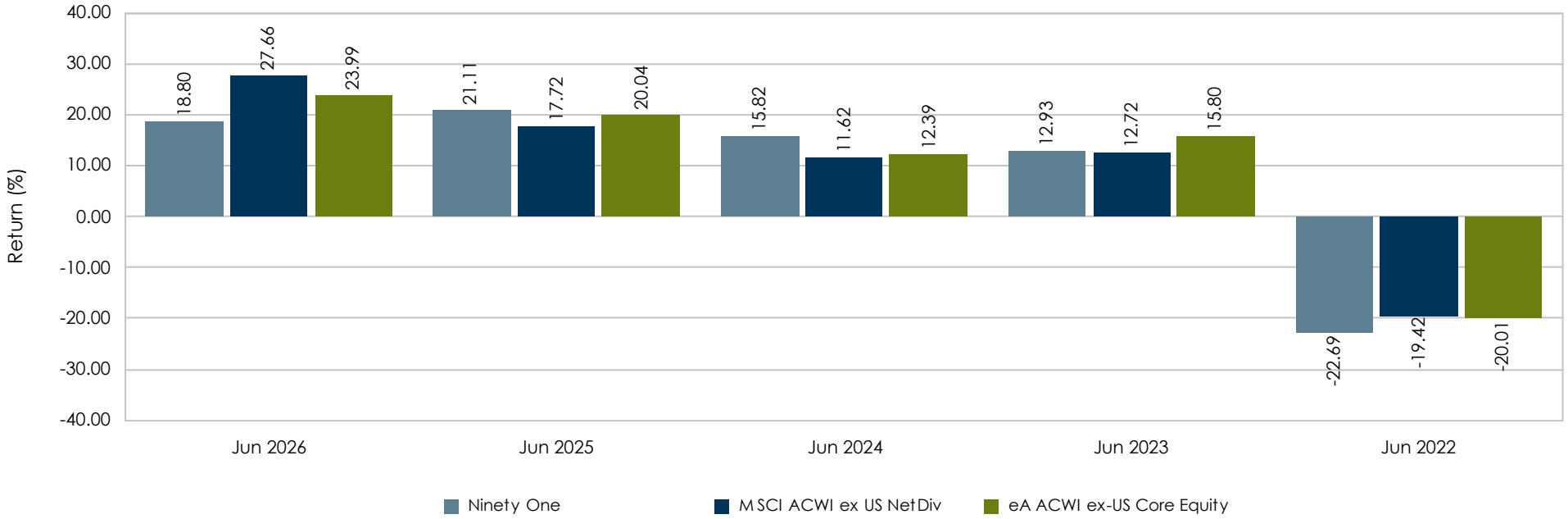
Ranking	62	73	71	55	67	59	56
5th Percentile	20.72	28.32	39.28	26.17	13.85	14.43	13.46
25th Percentile	15.65	21.34	30.45	22.17	10.97	12.83	12.04
50th Percentile	12.56	16.85	23.99	18.80	9.09	11.25	10.91
75th Percentile	9.38	12.54	17.40	15.85	7.02	9.56	9.86
95th Percentile	5.68	2.37	2.71	9.87	3.04	7.20	7.93
Observations	182	182	182	171	159	144	123

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Ninety One International Equity Fund

For the One Year Periods Ending June



Ranking	71	42	22	80	71
5th Percentile	39.28	29.88	21.09	22.17	-13.33
25th Percentile	30.45	23.34	15.10	17.87	-17.66
50th Percentile	23.99	20.04	12.39	15.80	-20.01
75th Percentile	17.40	16.86	9.15	13.23	-23.46
95th Percentile	2.71	9.73	4.45	7.94	-30.06
Observations	182	194	181	182	176

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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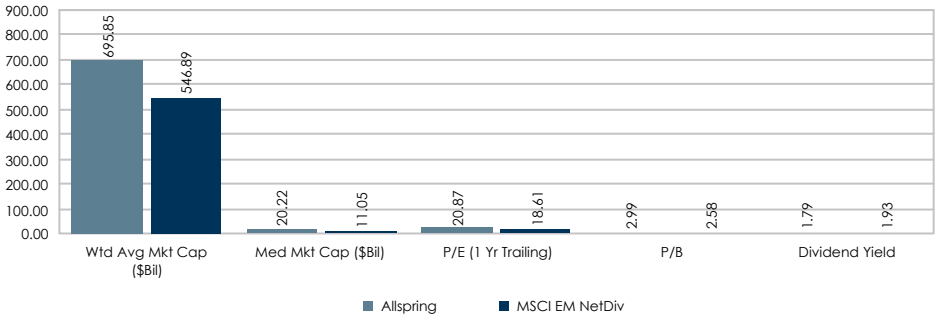
Allspring EM Large/Mid Cap Eq

For the Periods Ending June 30, 2026

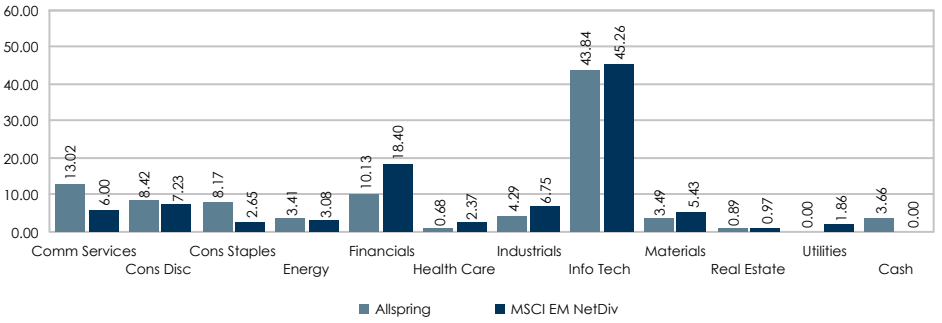
Account Description

- **Strategy** Emerging Markets Equity
- **Vehicle** Non-Mutual Commingled
- **Benchmark** MSCI EM NetDiv
- **Performance Inception Date** November 2017

Characteristics



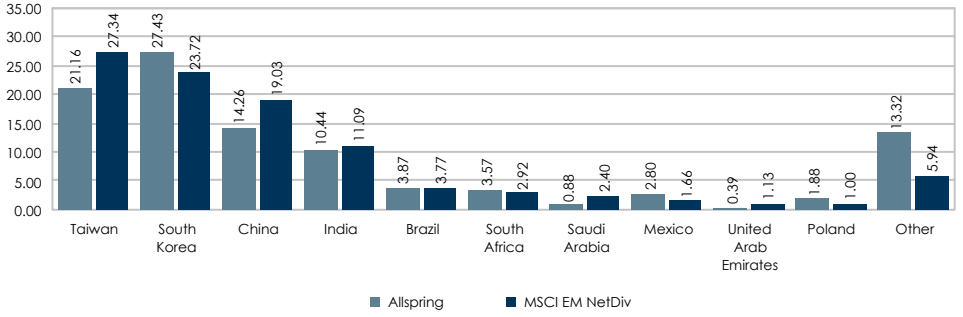
Sector Allocation



Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**22,170**	**20,288**
Net Additions	-1	-5
Return on Investment	6,482	8,368
Ending Market Value	**28,651**	**28,651**

Country Allocation



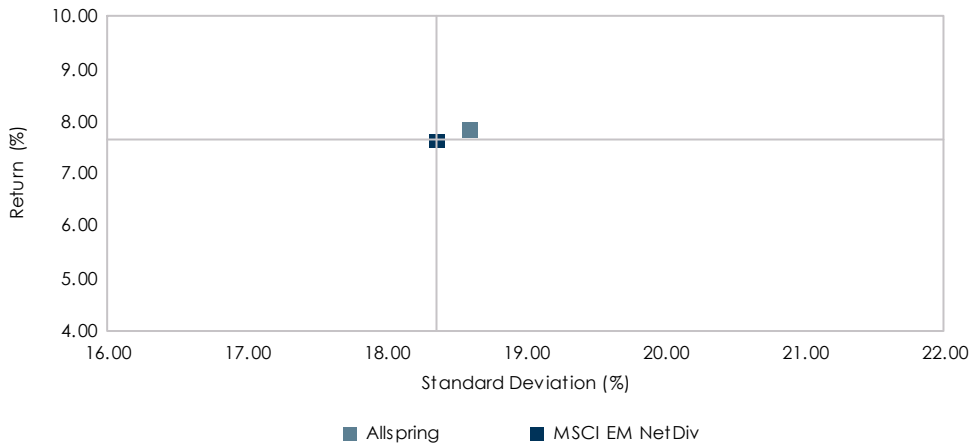
Characteristic and allocation charts represents data of the Allspring Emerging Markets Large/Mid Cap Fund (Non-Mutual Commingled).

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Allspring EM Large/Mid Cap Eq

For the Periods Ending June 30, 2026

Risk / Return Since Nov 2017



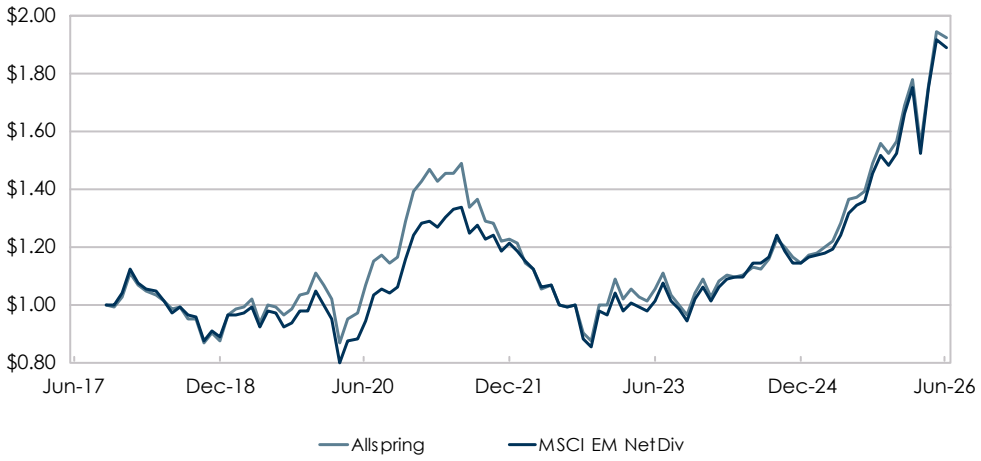
Portfolio Statistics Since Nov 2017

	Allspring	MSCI EM NetDiv
Return (%)	7.84	7.62
Standard Deviation (%)	18.61	18.36
Sharpe Ratio	0.28	0.27

Benchmark Relative Statistics

Beta	0.99
R Squared (%)	95.71
Alpha (%)	0.33
Tracking Error (%)	3.86
Batting Average (%)	54.81
Up Capture (%)	101.64
Down Capture (%)	100.59

Growth of a Dollar Since Nov 2017



Return Analysis Since Nov 2017

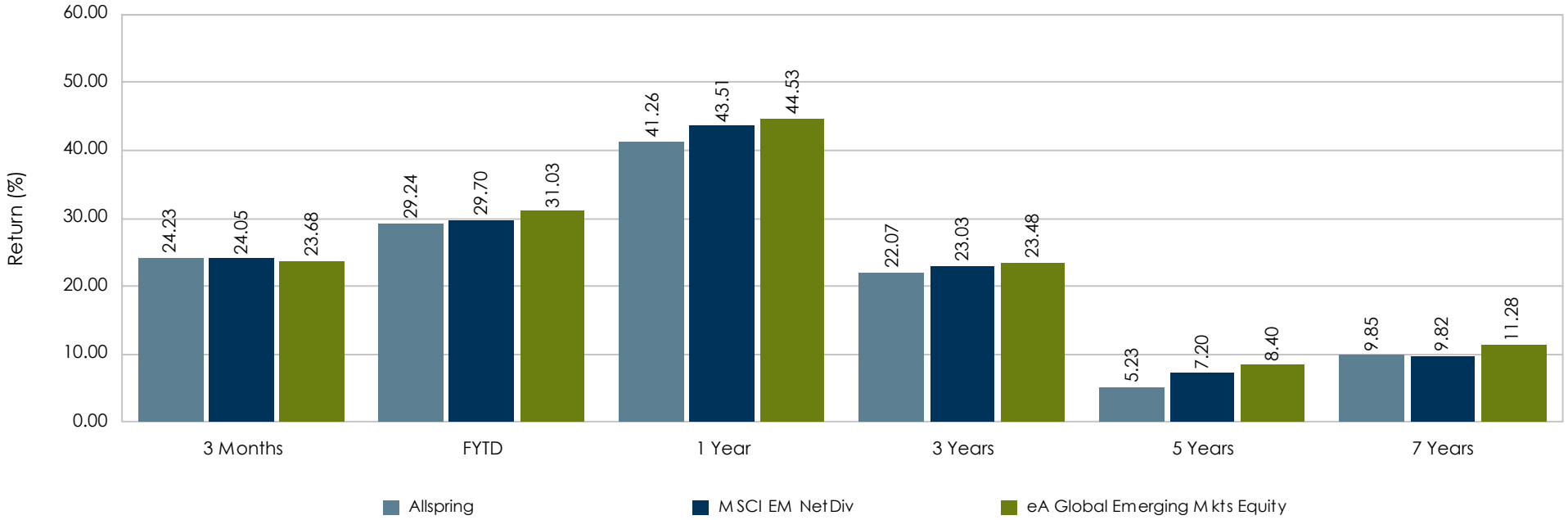
	Allspring	MSCI EM NetDiv
Number of Months	104	104
Highest Monthly Return (%)	14.02	14.83
Lowest Monthly Return (%)	-14.87	-15.40
Number of Positive Months	59	61
Number of Negative Months	45	43
% of Positive Months	56.73	58.65

Statistics are calculated using monthly return data.

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Allspring EM Large/Mid Cap Eq

For the Periods Ending June 30, 2026



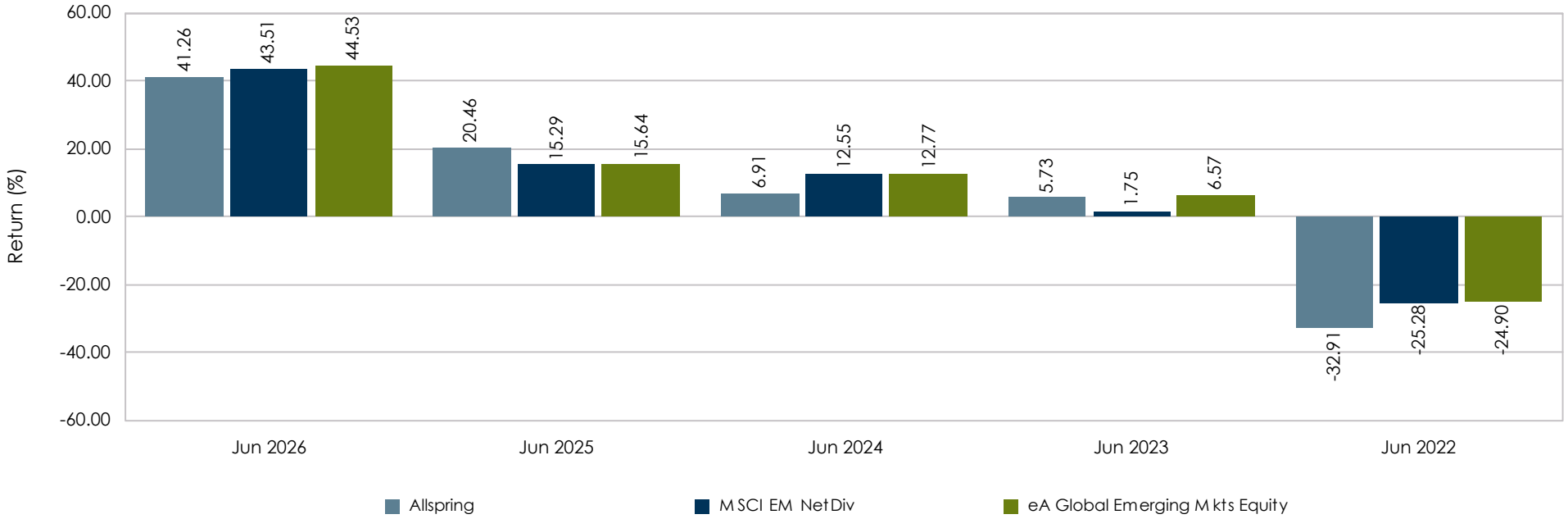
Ranking	44	60	60	64	85	72
5th Percentile	34.49	47.77	65.11	31.67	14.94	16.24
25th Percentile	27.64	36.43	52.08	26.60	11.02	13.04
50th Percentile	23.68	31.03	44.53	23.48	8.40	11.28
75th Percentile	15.87	21.38	31.09	19.43	6.67	9.80
95th Percentile	4.69	8.70	14.95	12.68	2.43	7.06
Observations	501	501	501	483	446	398

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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Allspring EM Large/Mid Cap Eq

For the One Year Periods Ending June



Ranking	60	15	84	55	91
5th Percentile	65.11	24.33	27.50	20.37	-12.12
25th Percentile	52.08	18.50	16.88	12.04	-20.09
50th Percentile	44.53	15.64	12.77	6.57	-24.90
75th Percentile	31.09	13.05	9.36	2.56	-28.86
95th Percentile	14.95	7.51	1.88	-1.26	-34.93
Observations	501	550	553	562	568

The rankings represent the portfolio's returns versus a peer universe. The rankings are on a scale of 1 to 100 with 1 being the best.

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FMIvT Core Real Estate Portfolio

For the Periods Ending June 30, 2026

Portfolio Description

- **Strategy** Core Real Estate
- **Manager** Morgan Stanley Real Estate Advisor, Inc.
- **Vehicle** Non-Mutual Commingled
- **Benchmark** NFI ODCE Net Index
- **Performance Inception Date** April 2018
- **Fees** Manager Fees - 124 bps; Admin Fees - 14.5 bps
- **Total Expenses** Approximately 141 bps

Portfolio Information

- **Minimum initial investment** $50,000
- **Minimum subsequent investments** $5,000
- **Minimum redemption** $5,000 or Member's entire remaining account balance if the Member's balance falls below $50,000
- The Portfolio is open once a quarter, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions.
- The Portfolio is valued on the last business day of the calendar quarter.
- The Administrator must have advance written notification of Member contributions or redemptions 90 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints

- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Dollar Growth Summary ($000s)

	FYTD	1 Year
Beginning Market Value	**144,101**	**146,819**
Net Additions	43,437	38,576
Return on Investment	3,474	5,617
Ending Market Value	**191,012**	**191,012**

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FMIvT Core Real Estate Portfolio

For the Periods Ending June 30, 2026

Account Description

- **Strategy** Core Real Estate
- **Vehicle** Non-Mutual Commingled
- **Benchmark** NFI ODCE Net
- **Performance Inception Date** April 2018

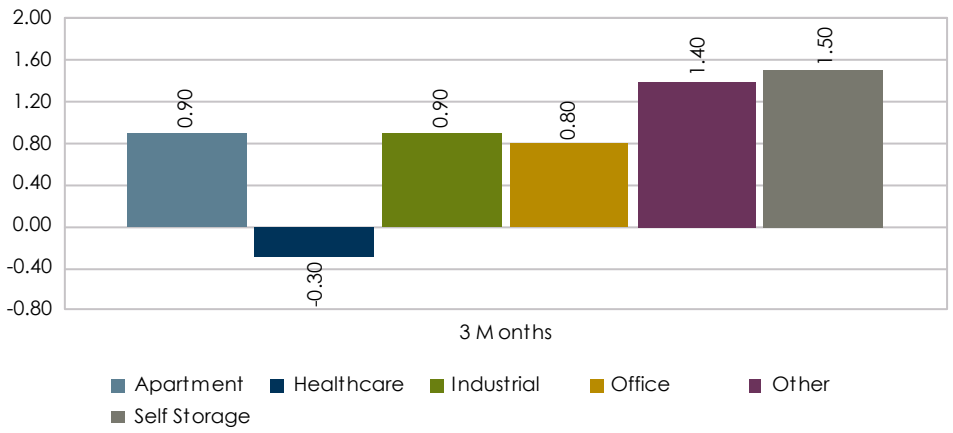
Fund Information

Gross Market Value	$42,770,000,000
Net Market Value	$30,710,000,000
Cash Balance of Fund	$122,840,000
# of Properties	505
# of Participants	503

Performance Goals

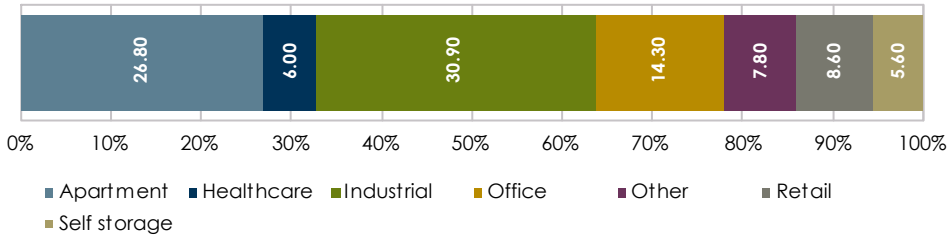
- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Returns by Property Type (%)

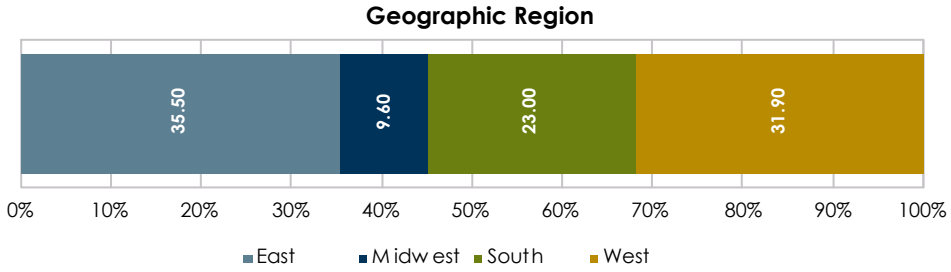


Allocations

Property Type



Geographic Region



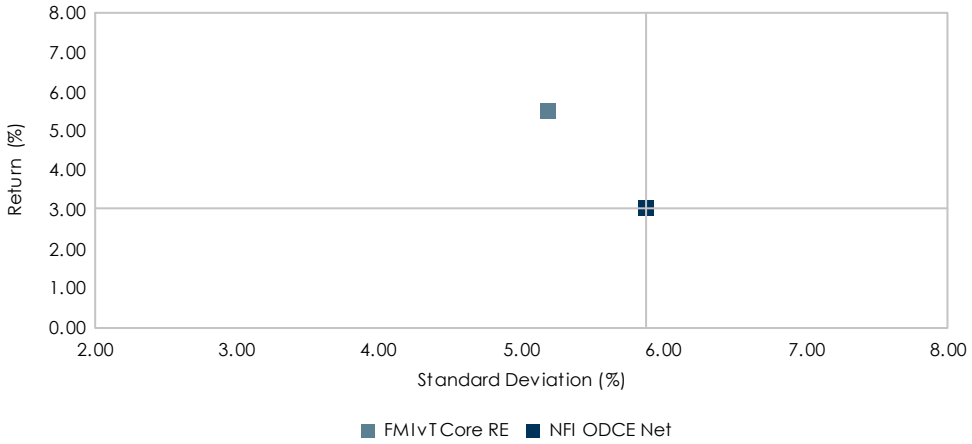
Characteristic and allocation charts represents data of the Prime Property Fund, LLC (Non-Mutual Commingled).

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FMIvT Core Real Estate Portfolio

For the Periods Ending June 30, 2026

Risk / Return Since Apr 2018



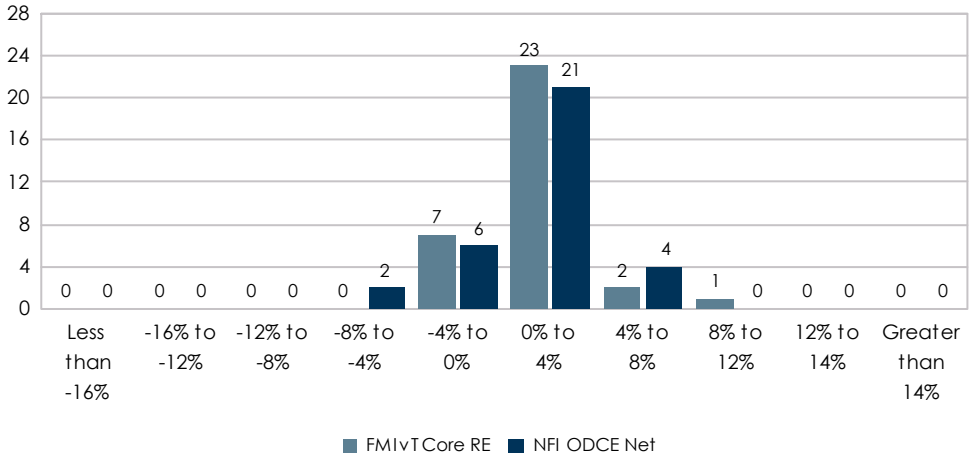
Portfolio Statistics Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Return (%)	5.53	3.01
Standard Deviation (%)	5.19	5.87
Sharpe Ratio	0.55	0.06

Benchmark Relative Statistics

Beta	0.84
R Squared (%)	90.21
Alpha (%)	0.73
Tracking Error (%)	1.88
Batting Average (%)	75.76
Up Capture (%)	115.29
Down Capture (%)	47.81

Return Histogram Since Apr 2018



Return Analysis Since Apr 2018

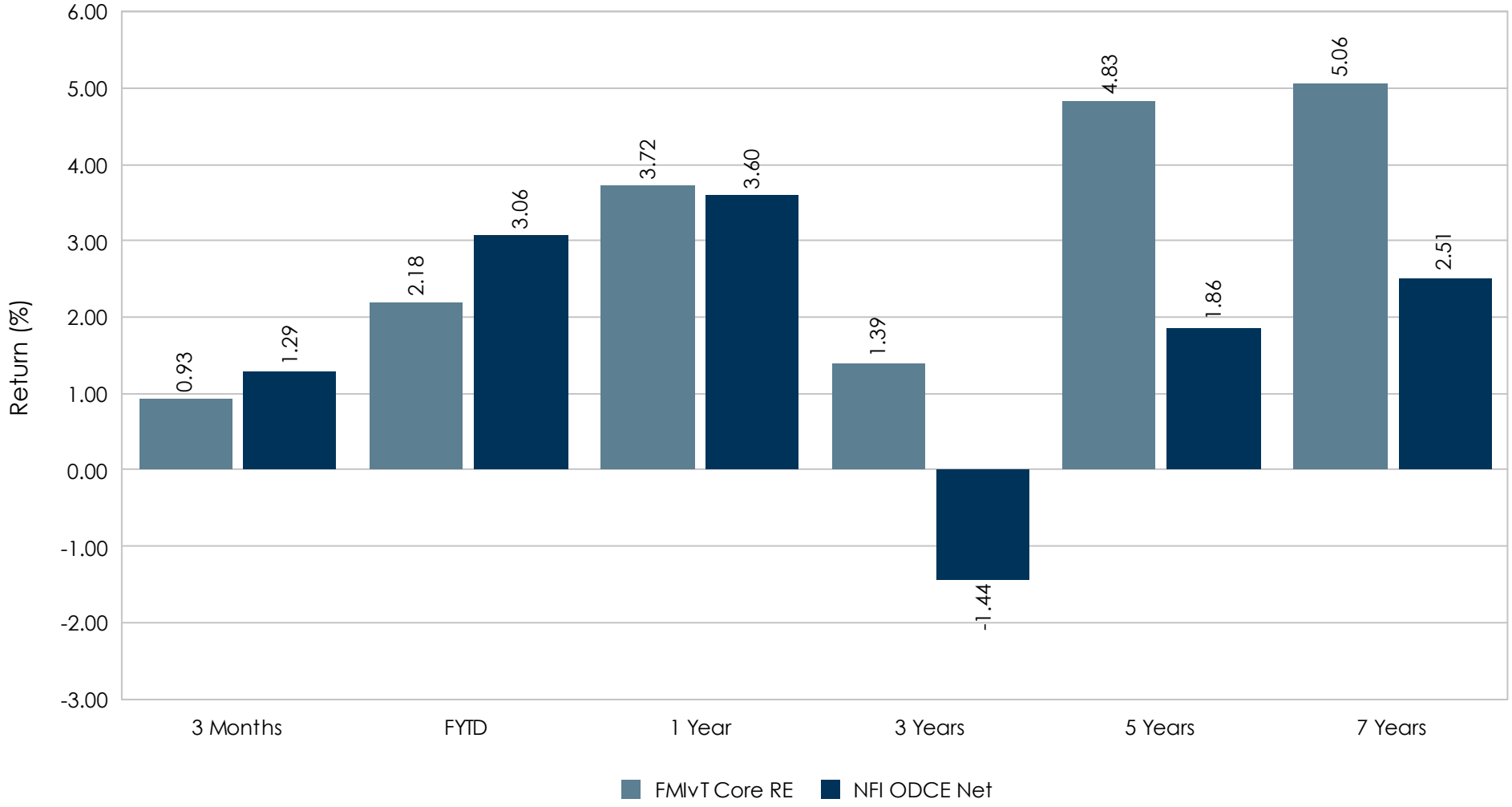
	FMIvT Core RE	NFI ODCE Net
Number of Quarters	33	33
Highest Quarterly Return (%)	9.83	7.66
Lowest Quarterly Return (%)	-3.48	-5.17
Number of Positive Quarters	26	25
Number of Negative Quarters	7	8
% of Positive Quarters	78.79	75.76

Statistics are calculated using quarterly return data.

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FMIvT Core Real Estate Portfolio

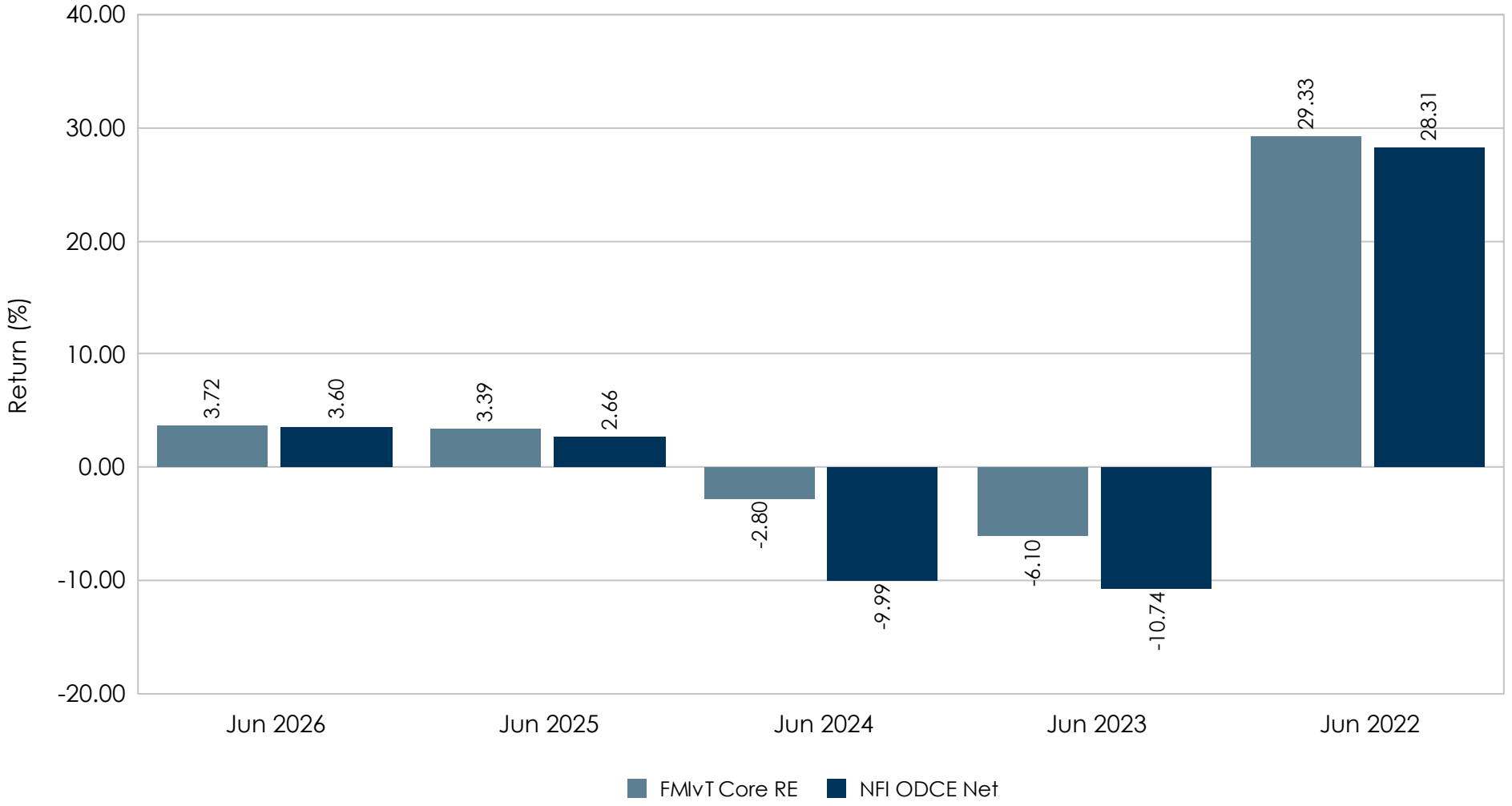
For the Periods Ending June 30, 2026



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FMIvT Core Real Estate Portfolio

For the One Year Periods Ending June



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Pension Budget
Fiscal Year 2026-2027

	BUDGET 2026-2027	ACTUAL 2025-2026	ACTUAL 2024-2025	ACTUAL 2023-2024	ACTUAL 2022-2023
General Pension					
Actuarial Fees	18,000	18,263	14,888	15,900	13,875
Administrator Fees	1,000	1,000	1,000	1,000	1,000
Quarterly Fees	44,000	43,170	38,450	33,361	31,740
Benfit Calculations	1,000	1,238	413	-	1,238
Legal Fees	2,000	10,243	-	-	-
Total Expenses	66,000	73,912	54,750	50,261	47,853
Police Pension					
Administrator Fees	1,000	1,000	1,000	1,000	1,000
Quarterly Fees	11,000	10,619	8,856	7,178	6,398
Total Expenses	12,000	11,619	9,856	8,178	7,398
OPEB					
Benfits Paid	184,000	184,022	170,621	142,396	137,046
Actuarial Fees	6,000	6,000	6,000	6,000	7,500
Administrator Fees	500	500	500	500	500
Quarterly Fees	700	592	679	649	608
Total Expenses	191,200	191,114	177,799	149,545	145,654

126 S. 7th Ave
Wauchula, Fl 33873

(863) 773-3131
(863) 773-0773 Fax

September 14, 2026

Florida Municipal Pension Trust Fund
P.O. Box 1757
Tallahassee, FL 32302-1757

To Whom It May Concern:

This letter is to authorize the use of the Other Post-Employment Benefits Trust to pay for the following designated monthly expenses for retirees who were hired prior to January 1, 1999:

1. Health Insurance Premium minus $100
2. Utility Credit of $30
3. Contributions to Health Savings Accounts (HSA)
    a. Employee Only- $1,600
    b. Employee Dependents- $3,200

These expenses are paid by the City directly to the retirees. We are asking that the Trust reimburse the city for these benefits, effective October 1, 2026.

Respectfully,

Richard K. Nadaskay
Mayor

Outlook

2025 Annual Report-Retirement Plan and Trust for the General Employees and Police Officers-City of Wauchula-903

From Florida Retirement System <donotreply@updates.frs.fl.gov>
Date Thu 2026-08-13 2:46 PM
To sforbes@flcities.com <sforbes@flcities.com>; ccarr@gosasco.com <ccarr@gosasco.com>
Cc SANDEE BRAXTON <sbraxton@cityofwauchula.com>; KEITH NADASKAY <knadaskay@cityofwauchula.com>; keithnadaskay@yahoo.com <keithnadaskay@yahoo.com>; mpf@dms.fl.gov <mpf@dms.fl.gov>

APPROVED

MEMORANDUM

Date: 13-AUG-26

To: STEPHANIE,FORBES;CHARLES,CARR - Retirement Plan and Trust for the General Employees and Police Officers-City of Wauchula

From: Office of Municipal Police Officers' and Firefighters' Retirement Trust Funds, Division of Retirement

Subject: 2025 Annual Report

This is to advise that we have **reviewed** and **approved** the 2025 Annual Report for the Retirement Plan and Trust for the General Employees and Police Officers

If you have any questions, please contact our office at (850) 922-0667.

The August PCA should be $0.015, an the same as the prior month. The tax-exempt portion should be $0.030, an increase from the prior month.

HANGAR LAND LEASE AGREEMENT

THIS HANGAR LAND LEASE AGREEMENT ("Lease") is made and entered into this 14th day of September, 2026 by and between the **City of Wauchula, Florida** (hereinafter referred to as "Lessor"), City Administration Building, 126 South 7th Avenue, Wauchula, Florida 33873 and **Myakka Head Aviation LLC** (hereinafter referred to as "Lessee"), **2904 57th Street E., Bradenton, FL 34208,** which collectively shall be referred to as the "Parties".

WHEREAS, Lessor desires to let, and Lessee desires to lease, certain aviation real property located at the Wauchula Municipal Airport (identifier CHN) in Wauchula, Florida (hereinafter referred to as the "Airport"), more particularly described below for the purpose of developing and constructing hangars, offices, and related facilities for aviation business and non-business purposes; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS provided hereby, the parties hereto agree as follows:

WITNESSETH:

The Parties hereto do hereby mutually covenant, agree and promise as follows:

SECTION 1. Lease of Premises; Term; Initial Improvements; Security Deposit

1.1 Lessor, for and in consideration of the mutual promises, agreements, and covenants herein contained, does hereby lease, let, and rent unto Lessee for its exclusive use, land consisting of approximately **20,700** square feet (**.4752** acres) located at **1279 Maurice Sonny Clavel Rd., Wauchula, FL 33873**, located in and comprising a part of the Airport, as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises" or "Premises").

1.2 The obligations of the Parties hereunder shall commence on October 1, 2026 (the "Effective Date"). The term of this Lease shall be for a period of twenty (20) years from the Effective Date unless otherwise cancelled or terminated as set forth herein ("Term").

1.3 As a fundamental and material consideration of this Lease, the Lessee agrees to develop and construct to completion (meaning a Certificate of Completion is issued for the improvements) on the Premises at least one hangar facility for aviation purposes (hereinafter referred to as "Initial Improvements"). The Initial Improvements may include a hangar building, ramps, parking, and utilities. The hangar facility may have a single open bay with offices, classrooms, bathrooms, or breakroom designed around the interior perimeter. Lessee agrees to diligently pursue development and construction of said Initial Improvements and shall commence such Initial Improvements within ninety (90) days of the Effective Date of this Lease, unless delays are due to causes beyond Lessee's reasonable control or unless otherwise extended pursuant to mutual written

agreement of the Parties. In the event Lessee fails to commence construction of the Initial Improvements within ninety (90) days of the Effective Date, then either Party shall have the option to terminate this Lease and all rights of the Parties hereunder by providing written notice to the other Party; and upon such termination, Lessee shall no longer be liable for the payment of any further rent, including Annual Base Rent or Additional Rent. Lessor's right to terminate for failure to commence construction shall be automatically extinguished if Lessee commences construction before such a termination notice.

1.4 Lessee agrees to complete the Initial Improvements on or before September 1, 2027 (the "Initial Improvements Completion Date"). Lessor may extend the Initial Improvements Completion Date by written agreement, which extension will not be unreasonably withheld. Following commencement of the Initial Improvements, Lessee shall diligently and continuously pursue the construction of the Initial Improvements through completion and shall not cease or materially suspend construction for more than thirty (30) consecutive days, except due to causes beyond Lessee's reasonable control or with Lessor's prior written consent. Any such cessation or material suspension shall constitute a default under this Lease, and Lessor shall be entitled to exercise its rights and remedies under this Lease, including those set forth in Sections 10 and 11. In the event Lessee fails to complete the Initial Improvements by the Initial Improvements Completion Date or any extension thereof approved by Lessor under this Section 1.4, Lessor shall have the option to terminate this Lease and all rights of the Parties hereunder by providing written notice to Lessee; and upon such termination, Lessee shall no longer be liable for the payment of any further rent, including Annual Base Rent or Additional Rent.

1.5 Lessor hereby acknowledges the receipt from Lessee of a security deposit in the amount of One Thousand Dollars ($1,000.00) as security for the faithful performance by Lessee of the terms and provisions hereof. No interest on said security deposit shall be payable to Lessee unless hereafter required by the laws of the State of Florida. The security deposit will be returned, without interest, to Lessee at the termination of this Lease only upon the full and faithful performance by Lessee of the provisions hereof. Lessee shall not be entitled to use the security deposit as rent. Lessor may draw upon the deposit to address any defaults by Lessee as set forth in Section 10.

SECTION 2. Rent; Additional Rent; Taxes

2.1 The rent commencement date shall be the first day of the first month immediately following the Effective Date ("Rent Commencement Date"). Beginning on the Rent Commencement Date, the Lessee shall pay to the Lessor annual base rent for the Leased Premises of **Twelve Thousand** US Dollars **($12,000.00**) ("Annual Base Rent") for each year of the first five (5) years of the Term, paid in monthly installments, in the amount of **One Thousand** US Dollars **($1,000.00**) per month. Thereafter, Annual Base Rent shall be adjusted in accordance with Section 2.4. No Annual Base Rent shall be due before the Rent Commencement Date. Lessee shall have the option to pay any Rent in advance.

2.2 In addition to the payment of Annual Base Rent, and beginning on the Effective Date, the Lessee shall be responsible for paying directly all utilities, including but not limited to electric, water, wastewater services, and refuse collection for the Leased Premises. Lessee shall be responsible for paying ad valorem real property taxes as specifically set forth in Section 2.3.

2.3 The Leased Premises may be subject to ad valorem real property tax pursuant to the policy of the Hardee County Tax Collector's Office ("Tax Collector"). Lessor shall provide proof of the assessment as soon as is practical following receipt of the tax bill which shall then be payable by Lessee on the date the next rental payment would be due. Subsequent to any such initial assessment, Lessor reserves the right to provide for periodic payments of the tax if required by the Tax Collector. Lessor will pass through to Lessee any ad valorem real property taxes levied after the Effective Date pertaining to the Leased Premises. Each monthly rent installment payment shall be paid, together with applicable sales taxes, and applicable ad valorem real property taxes ("Additional Rent"), in advance on or before the first day of each month. Late payments, which shall be any payment received more than ten (10) days after the due date, shall bear a late payment charge of one-half percent (1 1/2%) per month (annualized rate of 18%) of the late payment for any month or any portion of any month beginning with the eleventh (11th) day after payment is due.

2.4 The Annual Base Rent to be paid hereunder shall be subject to an increase at the expiration of each five (5) year period of the Term of the Lease in the amount to be determined by the percentile change in the Consumer Price Index , All Urban Consumers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics, United States Department of Labor (the "CPI-U"), using the Rent Commencement Date as the base index for such determination.

SECTION 3. Property Remaining upon Termination

Upon the expiration or termination of the Term, any and all property, including, but not limited to, desks, furniture, accessory items, aircraft, aircraft parts, tools, equipment and other personal property left upon the Premises, shall become the property of Lessor absolutely if not removed by the Lessee within ninety (90) days after such expiration or termination pursuant to the requirements of Section 4.

SECTION 4. Use of Premises; Improvements; Leasehold Mortgage Rights

4.1 The Premises, and any Improvements Lessee constructs thereon, whether in existence or constructed in the future pursuant to the terms and conditions contained herein, are to be used for the storage of aircraft and as office space or classrooms for the operations of the flight school. The premises are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Lessee shall be permitted to perform in the leased hangar only the work specifically authorized under Federal Aviation Regulations, Part 43, Appendix A, Paragraph (C), Preventative Maintenance, as modified and included herein as Attachment B to this lease,

or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

The Premises shall be used exclusively for aeronautical purposes and shall not be used for purposes that are detrimental to aviation, which shall include, but may not be limited to, activities that generate excessive light, glare or electromagnetic interference on the Premises that might interfere with the operation of aircraft to, from, or at the Airport. Any non-aeronautical use, including without limitation, residential use shall be prohibited on the Premises. For purposes of this Lease, "aeronautical use" shall have the same meaning as used by the Federal Aviation Administration ("FAA") in the Policy on Non-Aeronautical Use of Hangars, 81 Fed. Reg. 38906 (June 15, 2016).

4.2 Lessor hereby consents to Lessee's right to encumber its leasehold interest in the Premises (but not Lessor's fee simple interest) with a mortgage or other security instrument ("Leasehold Mortgage") for the limited purpose of obtaining financing for the construction of improvements, including the Initial Improvements, on the Premises (collectively, the "Lessee Improvements"), provided that the term of any such Leasehold Mortgage shall not exceed the Initial Term of this Lease. Any Leasehold Mortgage shall be and remain at all times subordinate to Lessor's fee simple title to the Premises and to all rights of Lessor under this Lease.

Lessor shall have the right, but not the obligation, to file or record a lien or memorandum of interest in the Premises or Lessee Improvements to evidence its ownership interest and to secure performance of Lessee's obligations under this Lease for the duration of any Leasehold Mortgage.

In providing consent to a Leasehold Mortgage, Lessor agrees to execute such reasonable certifications or estoppel statements as may be customarily required by a Lender to confirm Lessee's standing under this Lease (including the status of rent payments and absence of defaults), provided such certifications do not expand Lessor's obligations or diminish its rights under this Lease. If any financial institution, lender, or investor (collectively, a "Lender") reasonably requests modifications to this Lease or execution of a ground lease estoppel agreement in connection with such financing, refinancing, or securitization, Lessor shall work in good faith with such Lender to consider and, if acceptable to Lessor in its sole discretion, negotiate and execute such documents; provided, however, that no such modification or agreement shall impair Lessor's fee simple ownership, lien rights, or remedies, or extend the Lease term beyond that provided herein.

4.3 Copies of the plans for the construction of any Lessee Improvements upon the Leased Premises, including the site plan therefore, are to be provided to, and are subject to approval by, the Lessor prior to the commencement of construction. Lessor shall approve or disapprove any such plans and/or specifications no later than thirty (30) days after receiving same. Lessor's approval shall not be unreasonably withheld. Any reasons for disapproval must be stated in writing and provided promptly to Lessee with

such thirty (30) day period, and the Lessee shall have a reasonable period of time to revise the plans to be responsive to the Lessor's reasonable requests. Lessee Improvements shall be subject to the approval by the Federal Aviation Administration, if required.

4.4 All Lessee Improvements, including buildings, structures, fixtures, and other improvements to the real property, and any machinery, equipment, aircraft, or other personal property located on the Premises shall be the property of Lessee during the Term of this Lease. For the duration of any construction financing obtained by Lessee to build Lessee Improvements, Lessor shall have a lien on the Lessee Improvements and Lessee's leasehold interest solely to protect Lessor's fee simple ownership and enforce Lessee's obligations under this Lease. Such lien shall be subordinate only to any Leasehold Mortgage consented to by Lessor and shall terminate automatically upon repayment or satisfaction of such financing. Lessee shall not permit any lien to attach to Lessor's fee simple interest, except for the Leasehold Mortgage consented to by Lessor. Any mortgagee or successor taking title through foreclosure or deed in lieu shall be bound by all obligations of Lessee under this Lease. Lessor's lien rights shall remain effective for the duration of the construction financing.

4.5 Upon termination or expiration of this Lease, all Lessee Improvements located on the Premises, including any buildings, structures, fixtures, and other improvements to real property, shall become the property of the Lessor. Upon termination or expiration of this Lease, Lessee shall have ninety (90) days after termination or expiration of this Lease to remove any machinery, equipment, aircraft, and other personal property from the Leased Premises. Lessee shall return the Leased Premises to Lessor clear of all personal property. However, any machinery, equipment, aircraft, and other personal property that Lessee fails to remove from the Leased Premises within ninety (90) days of the termination or expiration of this Lease, shall become the property of the Lessor.

SECTION 5. Assignment, Subletting, and Transfer Restrictions

The Lessee may sell, sublet, or assign all or any portion of the Premises only with the prior written approval of the Lessor, which approval shall not be unreasonably withheld. In reviewing a request by the Lessee to sell, sublet, or assign all or any portion of the leased Premises, the Lessor will consider the permitted and intended uses of the Leased Premises for aviation purposes and the impact on any existing Leasehold Mortgage. The requirement to obtain Lessor's reasonable approval applies to any assignment or sublease which would occur by operation of law; assignment or sublease to or by a trustee or receiver in any federal or state bankruptcy, receivership or other insolvency proceeding; and the sale, assignment or transfer of all or substantially all of Lessee's assets. Under no circumstances shall the Lessee sublet or assign all or any portion of the Premises for residential use or other uses not set forth and approved in this lease. All assignments and subleases are subordinate to, and all assignees and sub-lessees are bound by and obligated to comply with, the terms and conditions of this

Lease. No assignment or sublease shall relieve the Lessee named herein of its obligations under the terms and conditions of this Lease. No such assignment or subletting shall relieve the Lessee named herein of any obligations under this Lease. All assignees and subtenants shall be bound by the terms and conditions of this Lease.

SECTION 6. Construction Standards; FAA Compliance

6.1 No building or other structure may be constructed or placed upon the Premises without the prior written approval of the Lessor, which approval shall not be unreasonably withheld. Buildings, structures and other improvements made by the Lessee on the Premises shall be consistent with all local building codes and regulations.

6.2 The Lessee expressly agrees, for itself, its successors and assigns, to restrict the height of structures and objects or natural growth determined by the Federal Aviation Administration to constitute an obstruction or hazard pursuant to 14 C.F.R. Part 77, as the same may be amended from time to time. Lessee agrees to comply with the notification and review requirements of said regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

6.3. Lessee agrees to comply with all applicable codes, ordinances, statutes, or regulations of any governmental authority having jurisdiction over the design and construction of Lessee Improvements made upon the premises. Lessee shall provide Lessor with any as-built plans for any authorized Lessee Improvements on said Premises.

6.4 Lessee shall be responsible for obtaining all required local, state, and federal permits, certifications, and other regulatory approvals necessary for construction of any and all Lessee Improvements, at Lessee's sole cost and expense, including but not limited to all application, permitting, and other regulatory fees and costs incurred in retaining engineering and other professional services necessary to obtain the required regulatory approvals. To the extent required by any governmental agency or regulatory authority, Lessor shall reasonably cooperate with Lessee by executing permit applications or other documents solely in its capacity as owner of the Leased Premises, provided that such cooperation shall not require Lessor to incur any cost, expense, liability, or ongoing obligation. Lessee shall prepare, or cause to be prepared, all permit applications and supporting documentation for Lessor's review and execution. Following issuance of any permit or regulatory approval, Lessee shall remain solely responsible for complying with all applicable permit conditions and regulatory requirements. Lessee remains liable for all costs and expenses incurred to obtain such regulatory approvals, and Lessee expressly agrees that its obligation to indemnify Lessor under Section 7 of this Lease applies to Lessor's execution of, participation in, or status of as applicant on any permit applications or regulatory approvals necessary for the construction of Lessee Improvements.

SECTION 7. Indemnification; Insurance; Environmental Responsibility

7.1 Indemnification and Waiver by Lessee. Lessor shall not be liable, in any manner whatsoever, for any injury to or death of any person or for any damage to, destruction of, or loss of use of any property which at any time may be suffered or sustained by any person or entity arising out of or resulting from Lessee's use of the Leased Premises, including but not limited to, any failure of Lessee to perform or comply with any of the covenants, terms, conditions, and agreements required to be performed or complied with by Lessee under the terms of this Lease, nor for any such injury, death, damage, destruction, or loss of use arising out of or resulting from any act or omission, negligent or otherwise, of Lessee or any employee, agent, contractor, or sublessee of Lessee. Lessee shall indemnity, protect, defend, and hold harmless Lessor, its officers, employees, agents, guests, and invitees from and against any and all suits, actions, claims, causes of action, demands, liability, damages, and losses whatsoever on account of Lessee's occupancy and use of the Leased Premises, including attorney's fees, expenses, and costs of every kind and description, incurred at the trial and appellate levels, to which the Lessor, its officers, employees, agents, guests, and invitees may be subjected to by reason of injury to persons or death or property damage, resulting from the occupancy, use, maintenance, repair or improvement of the Leased Premises by Lessee, its agents, employees, or contractors.

7.2. Lessee shall defend, indemnify and save harmless Lessor, its agents, guests, invitees or employees, against any claim or liability, including attorney's fees, arising from or based upon the violation of any federal, state, county or city law, by-law, ordinance, or regulation by such Lessee, its agents, trainees, invitees, servants or employees.

7.3 Lessor shall be responsible for any environmental contamination contained on the Premises leased by Lessee prior to Lessee occupying the Premises. Lessee shall be responsible for any environmental contamination that occurs on or after the Effective Date of this Lease if due to activities occurring on the Premises after Lessee takes possession.

7.4 The foregoing indemnification agreement and waiver shall continue in full force and effect notwithstanding any termination of this Lease. Furthermore, such indemnification agreement and waiver shall not be construed as limiting or otherwise affecting in any manner the liability of any insurer under the terms of any liability insurance policy procured by the Lessor or Lessee.

7.5 During the Term, Lessee will obtain and maintain in good standing, at Lessee's expense:

7.5.1 Public liability insurance with minimum limits of $3 million for bodily injury or death of one person, $5 million for bodily injury or death to more than one person in one accident, and $1 million for property damage.

7.5.1.2 Casualty insurance for fire, windstorm, and extended coverages in such amounts not less than the full replacement value of the improvements.

7.6 Each insurance company and the terms of the policy, including deductible amounts, are subject to Lessor's approval. Lessor will be named as an additional insured. No insurance provided under this lease will be subject to cancellation or reduction of limits unless at least 30 days' notice is given to Lessor. Certificates of all policies evidencing the insurance required must be delivered to Lessor. A copy of each receipted payment must be furnished to Lessor at least 10 days before each lease renewal date.

7.7. The proceeds of all casualty insurance will be applied to restoration and repairs of all necessary facility damage and improvements damage. All proceeds must be paid to and held by a bank or title insurance company having a place of business in the county where the Premises are located as designated by Lessor or by the holder of any mortgage on Lessor's interest.

SECTION 8. Inspection Rights of Lessor

Lessor reserves the right for the Airport Manager ("Airport Manager") or his or her duly authorized representative, to enter the Leased Premises upon reasonable prior notice, during normal business hours for the purpose of performing such inspections considered reasonably necessary by the Airport Manager, including compliance with the terms of this Lease and the Airport Minimum Standards, and Lessee does hereby consent to such entry and waive any right to require a warrant for such inspection, provided that such entry and inspections shall not interfere with Lessee's operations or the conduct of its business. Lessee, after written notice, shall promptly correct any condition which is a hazard to life or property.

SECTION 9. Maintenance and Repair Obligations

9.1 Lessee shall, at its expense, perform all maintenance and repairs associated within the Leased Premises in a reasonably timely and prompt fashion including the painting of the exterior of the facility so as to maintain a neat and orderly condition of the facility, and shall keep the Leased Premises floor clean and clear of oil, grease, and other toxic chemicals. No explosive or flammable materials will be stored within or about the premises.

9.2 Lessee shall at its expense maintain the Leased Premises, including any structures thereon, in a reasonably neat and orderly condition at all times. Lessee shall maintain the grounds and exterior signage of the building so as to present a reasonably neat and attractive exterior appearance at all times during the Term of this Lease.

9.3 Lessee shall not have the authority to make any modifications or alterations to the Leased Premises without prior written reasonable consent of the Airport Manager. The primary consideration in the approval process shall be the best interest of the Airport and the public.

9.4 Lessee shall be responsible for removing trash from the Leased Premises to an area at a designated location agreed to by Lessor for collection by the municipal sanitation service and shall remove trash on not less than a weekly basis.

9.5 Lessor shall operate the Airport and its taxiways and runways available to aircraft operated by Lessee and its tenants at all times during the Term. Lessor shall maintain and operate the Airport's runways and taxiways in a good and operable condition at all times during the Term.

SECTION 10. Defaults

10.1 Should Lessee default in the payment of the rent or the performance of any of the promises, covenants or agreements herein made, Lessor may, at its option, if such default continues after giving Lessee fifteen (15) days' written notice in the case of a default in the payment of the rent and thirty (30) days' written notice in the case of any other default, declare a default of this Lease and draw upon any deposit hereunder in full or partial satisfaction of the Lessee's failure to pay the rent or other fees required hereunder. If Lessee's default requires for its cure a period reasonably longer than that allocated in this Section, Lessee shall not be in default if Lessee proceeds diligently to effectuate the cure and same is accomplished within a reasonable period of time.

10.2 Should Lessor default in the performance of any of the promises, covenants, or agreements herein made, Lessee may, at its option, if such default continues after giving Lessor thirty (30) days' written notice, declare a default of this Lease. If Lessor's default requires for its cure a period reasonably longer than that allocated in this Section, Lessor shall not be in default if Lessor proceeds diligently to effectuate the cure and same is accomplished within a reasonable period of time.

SECTION 11. Remedies of the Parties

11.1 Lessor's Remedies: Upon the occurrence of an event of default, as set forth in Section 10.1, and subject to Lessee's rights to remove its personal property pursuant to Section 4, Lessor may at is option exercise any one or more of the following remedies:

(a) Lessor may terminate this Lease by giving to Lessee written notice of Lessor's intention to do so, in which event the Term of this Lease shall end and all right, title and interest of Lessee hereunder shall expire on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by Lessor of its intention to so terminate; or

(b) Lessor may terminate the right of Lessee to possession of the Premises or any portion thereof by giving written notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, which shall not be less than five (5) days after the date of the notice by Lessor of its intention to so terminate the right of possession; or

(c) Lessor may enforce the provisions of this Lease and may enforce and protect the right of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

(d) If Lessor exercises either of the remedies provided for in sub-paragraphs (a) or (b), Lessor may then or at any time re-enter the Premises in accordance with Florida law.

(e) If the Lessor terminates Lessee's right of possession pursuant to sub-paragraph (b), Lessor may re-enter the Premises or any portion thereof and take possession of all or any portion of the Premises, and may sublet or relet the Premises or any part thereof from time to time for all or any part of the unexpired part of the then term hereof, or for a longer period, and Lessor may collect the rents from re-letting or sub-letting and apply same, first to the payment of the rents payable hereunder and in the event that the proceeds from such re-letting or sub-letting are not sufficient to pay in full the foregoing, Lessee shall remain and be liable therefor. Lessee promises and agrees to pay the amount of any such deficiency and Lessor may at any time sue and recover judgment for any such deficiency or deficiencies or draw upon any deposit provided by Lessee or both.

11.2 Lessee's Remedies: Upon the occurrence of an event of default, as set forth in Section 10.2, Lessee may at is option exercise any one or more of the following remedies:

(a) Lessee may terminate this Lease by giving to Lessor written notice of Lessee's intention to do so, in which event the Term of this Lease shall end and Lessee's obligation to pay Rent and Additional Rent shall cease as provided in Section 4; or

(b) Lessee may cease paying Rent and Additional Rent by giving written notice to Lessor of same and Lessee shall not be liable for payment of same until Lessor cures the default; or

(c) Lessee may enforce the provisions of the Lease and may enforce and protect the right of Lessee hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

SECTION 12. Cumulative Rights and Remedies

No remedy herein conferred upon or reserved by the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be

exercised from time to time and so often as may be deemed expedient. In order to entitle a Party to exercise any remedy reserved to it in this Lease, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 13. Federal Requirements; Subordination

13.1 This Lease, and all provisions hereof, shall be subordinate to all the covenants and restrictions of the deeds under which the Lessor acquired the property known as the Wauchula Municipal Airport from the United States of America, insofar as such covenants and restrictions remain in effect from time to time and after the date hereof, except however, to the extent any such covenants and restrictions may hereafter become ineffective or as shall have been or may hereafter be extinguished or released, whether by statute, rule or regulations, interpretation, judicial decision, or deed or other instrument.

13.2 This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States of America for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the planning, improvement or expansion of the Airport.

13.3 This Lease and all the provisions hereof shall be subject to whatever right the Government of the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and reacquisition of said Airport or the exclusive or nonexclusive use of the Airport by the United states of America during the time of war or national emergency.

SECTION 14. Non-Exclusive Rights

Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that nothing herein shall be understood to confer an exclusive right upon the Lessee to conduct any aeronautical activity at the Airport in violation of 40 U.S.C. Section 40103(e) or 49 U.S.C. Section 47107(a)(4) or any grant assurance thereunder.

SECTION 15. Non-Discrimination Requirements

15.1 The Lessee, on behalf of itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, hereby covenants and agrees as a covenant running with the land that:

(a) No person on the grounds of race, color, creed, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the facilities;

(b) In the construction of any Lessee Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color,

creed, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(c) The Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.

15.2 In the event of a breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the Lease and to re-enter and repossess the leased land and the facilities thereon, and hold the same as if the Lease had never been made or issued. This provision shall be subject to the procedures of Title 49, Code of Federal Regulations, Part 21, including exercise or expiration of appeal rights.

SECTION 16. Rights of Lessor for Airport Operations and Closures

Lessor reserves the right to take whatever actions necessary for the operation, maintenance, and improvement of the Airport and its appurtenances, without interference or hindrance, with appropriate consideration for the continuity and profitability of the Lessee's operations and the payment of the obligations to Lessor herein. Lessor may order the temporary closure of the Airport in the interest of safety or for other special events as approved by the FAA. Lessee agrees to abide by any such order issued by Lessor. Lessor shall not be liable to Lessee for monetary damages that may result from any temporary closure of the Airport.

SECTION 17. Right of Flight; Aircraft Overflight Easement

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in the airspace such noise, fumes, dust and vibration as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace for landing on, taking off from or operating on the Airport.

SECTION 18. Ingress and Egress Rights

Lessee, its officers, employees, guests, invitees and suppliers of materials and services, shaft have the right of ingress and egress over public right-of-way to the Leased Premises for the purpose of permitting Lessee to enjoy the rights, uses, and privileges granted by the Lessor.

SECTION 19. Removal of Disabled Vehicles

Lessee covenants and agrees to promptly repair or remove any disabled vehicles located on the Premises or any joint use areas of the Airport.

SECTION 20. Compliance with Airport Standards, FAA and Security Regulations

Lessee specifically covenants and agrees to observe and obey the Wauchula Municipal Airport Minimum Standards, as the same may be amended from time to time, as adopted and promulgated by Lessor for operation at the Airport. Lessee shall remain in full compliance with the Minimum Standards, as the same may be reasonably amended from time to time, any Notice to Airmen Issued by Lessor and published by the Federal Aviation Administration, and any regulations or orders issued by the Federal Aviation Administration, including without limitation, 14 C.F.R Part 91, as the same may be amended from time to time.

Lessee specifically covenants and agrees to observe and obey all applicable federal laws on the subject of airport and aviation security, all applicable regulations and directives issued by the Department of Homeland Security, Transportation Security Administration or any successor department or agency, and all ordinances and rules issued by the Lessor related to security, including without limitation rules issued in furtherance of the Lessor's security program. Lessee further covenants and agrees to alter and improve the Premises as required to comply with any such law, regulation, directive, ordinance or rule.

SECTION 21. Representative and Notice of Requirements

21.1 Lessor hereby designates the Airport Manager as its official representative with the full power to represent the Lessor in all dealings with Lessee in connection with this Lease or the Leased Premises, subject to approval by the Wauchula City Commission. Lessee hereby designates Brittany Jones, as its official representatives with the full power to represent the Lessee in all dealings with the Lessor in connection with this Lease or the Leased Premises. The Parties may designate by written notice other representatives from time to time, and such representatives may exercise those rights and duties of the Parties as may be necessary to effectuate the purposes of this Lease.

21.2 Notice to the Lessor shall be sufficient if either mailed by first class mail, postage prepaid, addressed to City of Wauchula, ATTN: Airport Manager, 126 South 7th Ave., Wauchula, Florida 33873, or hand delivered at such address, and notice to the Lessee named herein shall be sufficient if either mailed by first class mail, to Lessee at **2904 57th Street E., Bradenton, FL 34208,** or hand delivered to John F Pope III. Either Party may change its address at which notice is to be mailed or delivered, by giving written notice of such change of address to the other Party in the manner provided in this section.

SECTION 22. Successors and Assigns; No Third-Party Beneficiaries

This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to the extent assignment and subletting are permitted.

This Lease shall not confer any rights or remedies upon any third-party not a party to this Lease.

SECTION 23. Taxes and Utilities

Lessee shall be responsible for and pay any and all ad valorem property taxes which are assessed on the Premises or this Lease, all sales taxes, and all utility charges, as set forth in Section 2. Lessor will provide to the taxing authority whatever information is required so that the Lessee's taxable interests shall be separated from Lessor's taxable interests.

SECTION 24. Legal Fees and Costs, Waiver of Jury Trial

Should it become necessary to bring any action at law or in equity to interpret or enforce this agreement, each party shall bear its own respective costs and attorney's fees.

WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LEASE OR THE TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH OF THEM HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LEASE AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 25. Governing Law; Venue

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought to enforce or interpret this Lease or to remove lessee from the Premises shall be Hardee County, Florida.

SECTION 26. Severability

The terms and provisions of this Lease, and each sentence and paragraph hereof, are severable, and if any such term or provision shall be held Invalid or unenforceable, all other terms and provisions hereof shall continue in full force and effect.

SECTION 27. Condemnation

If the Premises is taken by reason of the exercise of the power of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate on the date title to the Premises vests in the taking authority, and the rent shall be prorated to the date of such termination. If a portion of the Premises is so taken and the part not so taken is, in the Lessor's opinion, insufficient for the operation of Lessee's business thereon (such opinion to be delivered to Lessee within ten (10) days after title to such portion of the Premises vests in the taking authority), then either the Lessor or Lessee may terminate this Lease at any time within thirty (30) days after such opinion is given, by giving the other notice of termination of this Lease, and the rent and all other payments for which Lessee may be liable under the terms of this Lease shall be prorated to the effective date of termination. If neither party gives such notice to the other of the termination of this Lease, this Lease shall continue in full force and effect as to that portion of the Premises not so taken under the same terms and conditions set forth in this Lease, except that the rent thereafter payable shall be reduced by such equitable amount as shall be agreed upon by the Lessor and the Lessee through good faith negotiations, taking into account the amount of the Premises so taken, the extent to which Lessee's ability to use and occupy the Premises is diminished, and other pertinent factors. The Lessor shall, at its expense, make such restoration as may be reasonably required, provided that the total cost thereof does not exceed the net proceeds of the condemnation award which the Lessor receives upon such partial taking, and provided further that in no event shall the Lessor be responsible for restoring any alterations, additions, or improvements made to the Premises by Lessee. All damages and compensation awarded or paid upon such total or partial taking shall belong to the Lessor as compensation for the diminution in value of its interest in this Lease and in the Premises. Nothing contained in this paragraph shall be construed so as to preclude Lessee from prosecuting any claim directly against the taking authority for loss of business, or depreciation of, damage to, or the cost of removal of, or for the value of trade fixtures, furniture, equipment, and other personal property belonging to Lessee, provided that no such claim diminishes or otherwise adversely affects the Lessor's condemnation award.

SECTION 28. Waiver or Estoppels

The failure of the Lessor to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease, or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment of any right or remedy of Lessor hereunder and shall not be deemed a waiver of any subsequent breach or default by Lessee of the covenants or conditions herein. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed a waiver of such breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

SECTION 29. Entire Agreement; Amendments

This Lease and the Exhibits attached hereto contain the entire agreement of the Parties with respect to the subject matter of this Lease, and supersede all prior negotiations, agreements and understandings with respect thereto. This Lease may only be amended by a written document duly approved and executed by the Parties hereto.

SECTION 30. Right of First Refusal for Lease of Lessee Improvements

30.1 At the expiration of the Term of this Lease, Lessee shall have the right, but not the obligation, to lease from Lessor the hangar building and all other improvements constructed by Lessee on the Leased Premises (the "Lessee Improvements"), in accordance with the provisions of this Section (the "Right of First Refusal" or "ROFR").

30.2 If Lessee desires to exercise the ROFR, Lessee shall provide written notice to Lessor no later than ninety (90) days prior to the expiration of the Term (the "Exercise Notice"). Upon delivery of the Exercise Notice, Lessor and Lessee shall, within sixty (60) days thereafter, negotiate and execute a written long-term lease agreement for the Lessee Improvements, in a form acceptable to the Lessor, reflecting commercially reasonable terms and conditions and consistent with the value of the leasehold interest in the Lessee Improvements and applicable law.

30.4 If Lessee does not timely deliver an Exercise Notice, or Lessee fails to negotiate and execute a new long-term lease within sixty (60) days of delivery of its Exercise Notice, Lessee shall be deemed to have waived its ROFR and Lessor shall have the unrestricted right to lease the Lessee Improvements to any other entity.

30.5 Nothing contained herein shall be construed to require Lessor to sell, convey, or otherwise transfer title to the Lessee Improvements or the land (contained within the Leased Premises) underlying the Lessee Improvements, it being expressly understood that any exercise of this right under this Section shall relate solely to the lease of the Lessee Improvements themselves.

30.6 The ROFR granted herein is personal to Lessee and may not be assigned, transferred, or conveyed without the prior written consent of Lessor, which may be granted or withheld in Lessor's sole discretion.

30.7 The ROFR shall automatically terminate upon expiration or earlier termination of this Lease if not exercised in accordance with this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

ATTEST:

_____
Stephanie Camacho, City Clerk

CITY OF WAUCHULA, a Florida municipal corporation

By: _____
Richard Nadaskay, Mayor

Date: _____

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

_____
Kristie Hatcher-Bolin, City Attorney

Signed, sealed and delivered in the presence of:

_____
Witness Signature

Brittany Jones
Witness Print

_____
Witness Signature

Abigail Chandler
Witness Print

LESSEE

John Franklin Pope III
Name:

Owner
Title:

9-1-26
Date:

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this 1st day of September, 2026, by John Pope, who is personally known to me or has produced _____ as identification.

Stephanie Camacho
Notary Signature

STEPHANIE CAMACHO NOTARY PUBLIC (Notary Seal) MY COMMISSION EXPIRES 4-2-2027 STATE OF FLORIDA COMMISSION NUMBER HH381489

Exhibit "A" - DEPICTION OF PREMISES/ LEGAL DESCRIPTION
1279 Maurice Sonny Clavel Rd., Wauchula, FL 33873

HEARTLAND SURVEYING LLC

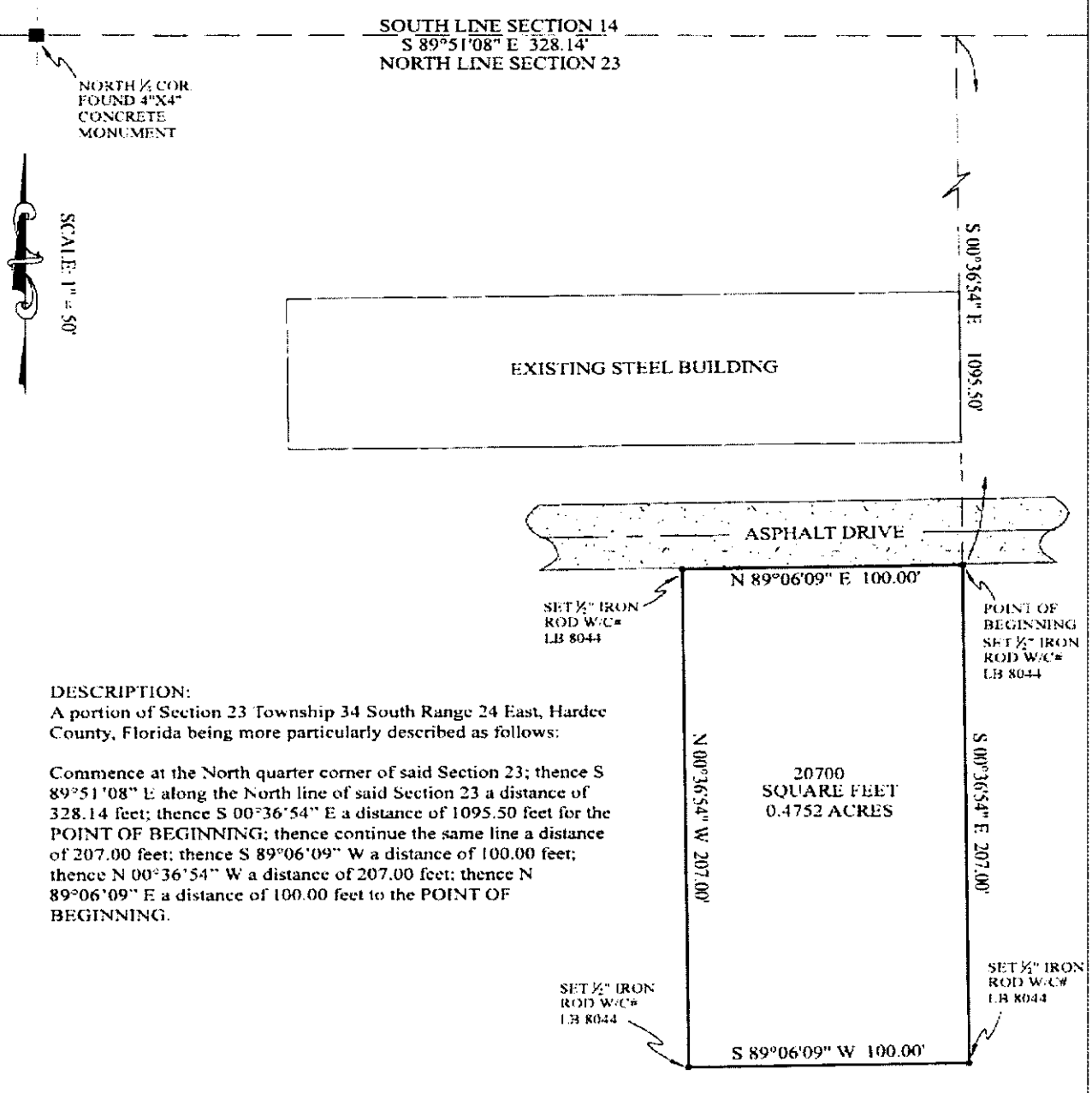
4142 CREWSVILLE ROAD ZOLFO SPRINGS, FL 33890 863-781-2092

LEGEND:
SEC=SECTION, TWP=TOWNSHIP, RG=RANGE, # & NO=NUMBER, BK=BOOK, P=PLAT, M=MEASURED FIELD DATA, C=CALCULATED FIELD DATA, D=DEED, FIR=FOUND IRON ROD; FIP=FOUND IRON PIPE; SIR=SET ⅝" IRON ROD; RLS=REGISTERED LAND SURVEYOR; CHD=CHORD; CS=CONCRETE SLAB; CE=COVERED ENTRY; CW=CONCRETE WALK; CLF=CHAIN LINK FENCE; CBS=CONCRETE BLOCK STRUCTURE; A=ARC, R=RADIUS, CB=CHORD BEARING, Δ=DELTA; R/W=RIGHT-OF-WAY; POB=POINT OF BEGINNING

CERTIFIED TO:
-THE CITY OF WAUCHULA

SEC. 23 TWP. 34 S. RG. 24 E
SUBDIVISION NAME: _____

JOB #: 8738



DESCRIPTION:
A portion of Section 23 Township 34 South Range 24 East, Hardee County, Florida being more particularly described as follows:

Commence at the North quarter corner of said Section 23; thence S 89°51'08" E along the North line of said Section 23 a distance of 328.14 feet; thence S 00°36'54" E a distance of 1095.50 feet for the POINT OF BEGINNING; thence continue the same line a distance of 207.00 feet; thence S 89°06'09" W a distance of 100.00 feet; thence N 00°36'54" W a distance of 207.00 feet; thence N 89°06'09" E a distance of 100.00 feet to the POINT OF BEGINNING.

PROPERTY ADDRESS:
1202 SONNY CLAVEL RD
WAUCHULA, FL 33873

SURVEY TYPE: BOUNDARY

SURVEY DATE: 06-19-26

BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 23 (S 89°51'08" E)

NOTES: I William S. Waters, P.S.M., do not guarantee or imply any liability for any encroachment, right-of-way, setback, zone, restriction, servitude, visible or apparent use, structure or utility not physically visible or observed on record plat, of which this survey is described as a part and recorded in the Clerk of the Circuit Court. Determination, jurisdiction or verification of any item not been located. This survey was prepared without benefit of Abstract of Title and all easement of Title could be referred to an Attorney at Law. This survey is not valid unless reproduced with an embossed Surveyor's seal. The date signed only reflects date of signature and not survey. 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.

I HEREBY CERTIFY THAT THE SURVEY OF THE ABOVE CAPTIONED PROPERTY WAS COMPLETED UNDER MY SUPERVISION AND/OR DIRECTION TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Digitally signed by William Waters

WILLIAM WATERS
PROFESSIONAL SURVEYOR AND MAPPER FLA. CERT. NO. 6795

NOT VALID WITHOUT SIGNATURE AND SEAL

300

INFORMATIONAL DATA

FOR

BOARD APPOINTMENTS

WAUCHULA

BUILDING NEW BEGINNINGS FROM OLD TRADITIONS

7-26-26
Date Completed

1. Name: Mr. (MR./MRS./MS.) Rich (LAST) Sam (FIRST) H. (Bo) (MIDDLE/MAIDEN)

2. Residence Address: 1009 Briarwood Dr. (STREET) Wauchula (CITY) Hardee (COUNTY)
(POST OFFICE BOX) Florida (STATE) 33873 (ZIP CODE) 863 781-7782 (AREA CODE/PHONE NUMBER)

3. Board of Interest: Planning & Zoning Board

4. Current Employer and Occupation.

5. Are you a United States citizen? Yes ☑ No ☐ If "No" explain:

If you are a naturalized citizen, date of naturalization:

6. How long have you continuously resided at the address listed above in question 2? Since 2006

7. Education
A. High School: Clewiston High School, Clewiston, FL Year Graduated: 1969
B. College: University of Florida, Gainesville, FL (NAME AND LOCATION) Year Graduated: 1975

8. Concerning your current employer and for all of your employment during the last five years, list your employer's name, business address, type of business, occupation or job title, and period(s) of employment.

EMPLOYER'S NAME & ADDRESS	TYPE OF BUSINESS	OCCUPATION/JOB TITLE	PERIOD OF EMPLOYMENT
Hardee Soil & Water Conservation District 503 Civic Center Drive, Wauchula, Fl. 33873	Promote soil & water conservation management practices	Conservation technician	February 2022 - present

9. A. State your experiences and interests or elements of your personal history that qualify you for this appointment.
Loan Officer with First National Bank Wauchula
Loan Officer with Farm Service Agency Hardee County

B. Have you received any degree(s), professional certification(s), or designations(s) related to the subject matter of this appointment? Yes ☐ No ☑ If "Yes", list:

C. Have you received any awards or recognitions relating to the subject matter of this appointment? Yes ☐ No ☑
If "Yes", list:

D. Identify all association memberships and association offices held by you that relate to this appointment:

Hardee County Farm Bureau Board
Florida Farm Bureau State Land Tax Committee
Hardee County Mining Advisory Committee

10. List three persons who have known you well within the past five (5) years. Include a current, complete address and telephone number. Exclude your relatives.

NAME	MAILING ADDRESS	ZIP CODE	AREA CODE/PHONE NUMBER
Barney Cherry	P.O. Box 1346 Wauchula	33873	(863) 559-4455
Terry Atchley	1035 Knollwood Circle Wauchula	33873	(863) 781-9402
Vent Crawford	342 Altman Road Wauchula	33873	(863) 781-1901

11. Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have

been or will be appointed? Yes ☐ No ☑ If "Yes", explain:

_____

_____

_____

_____

12. If required by law or administrative rule, will you file financial disclosure statements? Yes ☑ No ☐

Signature of Applicant

RESOLUTION 2026-16

A RESOLUTION OF THE CITY OF WAUCHULA, FLORIDA, PROVIDING FOR THE TENTATIVE AWARD OF A CONTRACT TO TRI-SURE CORPORATION, FOR CONSTRUCTION OF THE SOUTHWEST AREA ELEVATED TOWER AND WATER LINE PROJECT, PURSUANT TO THE FLORIDA STATE REVOLVING FUND LOAN PROGRAM, SUBJECT TO REGULATORY APPROVAL; AND AUTHORIZING EXECUTION OF THE CONTRACT DOCUMENTS BY THE CITY MANAGER; PROVIDING FOR THE READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wauchula, Florida intends to utilize funds from the Florida State Revolving Fund (SRF) Loan Program to implement the Southwest Area Elevated Tower and Water Line project ("Project"); and,

WHEREAS, on July 29, 2026, bids were received for the Project; and,

WHEREAS, DCCM, the City's engineer for the Project, has recommended award of the contract to Tri-Sure Corporation, in the amount of $7,942,800.00.

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

SECTION 1. The City of Wauchula, Florida hereby tentatively awards the contract for the construction of the Project to Tri-Sure Corporation for a total contract amount of $7,942,800.00, subject to bid award approval by the Florida Department of Environmental Protection

SECTION 2. The City Manager is hereby authorized to execute the contract documents.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

On Motion of _____, seconded by _____, adopted by the City Commission of the City of Wauchula, Florida, on this 14th day of September 2026.

ATTEST: CITY OF WAUCHULA, FLORIDA

_____ _____

Stephanie Camacho, City Clerk Richard K. Nadaskay, Jr., Mayor

APPROVED AS TO FORM & CORRECTNESS:

_____

Kristie Hatcher-Bolin, City Attorney

July 31, 2026 Via: E-Mail

Mrs. Olivia Minshew
City of Wauchula
126 S. 7th Avenue
Wauchula, Florida 33873

RE: Bid Recommendation
Southwest Area Elevated Tower and Water Line
DCCM File No. 1037.103

Dear Mrs. Minshew:

On July 29, 2026, four bid packages were received for the referenced project. A summary of the four bids and Engineer's Opinion of Probable Cost are shown below. In addition, the complete bid tabulation is enclosed.

Bid Summary

Bidder	Base Bid	Additive Alternate Bid	Total Combined Bid Price
DB Civil Construction	$6,939,939.00	$3,500.00	$6,943,439.00
Tri-Sure Corporation	$7,893,800.00	$49,000.00	$7,942,800.00
Cathcart Construction Company	$8,489,217.00	$75,000.00	$8,564,217.00
SanPik, Inc.	$8,369,644.00	$5,000.00	$8,374,644.00
Engineer's Opinion of Probable Construction Cost	-	-	$9,713,405.48

DB Civil Construction Company of St. Augustine, Florida is the low bidder on the project and Tri-Sure Corporation is the second low bidder on the project. DCCM has successfully worked with Tri-Sure Corporation in the past. DCCM has reviewed the bid packages. They appear to be experienced with water main installation work and have chosen to use a sub-consultant for the water tower work. Their experience translates well to the type, size, and complexity of the proposed project.

One discrepancy noted with Tri-Sure Corporation's bid package is that form 5.1.4 Bidders Statement of Disputes, Litigation, Arbitration and Surety was excluded from their submission, however they provided answers on complimentary questions on the bidder qualifications form that indicated no concerns with disputes, litigation, arbitration or surety.

205 East Orange Street, Suite 110, Lakeland, Florida 33801 | 863.646.1402 | FLEng 39656 | DCCM.com

Based upon our review of the bid package and reference checks, DCCM recommends awarding the Contract to Tri-Sure Corporation, the lowest responsive and responsible Bidder consistent with Paragraph 1.1.17 of the bid documents for the amount of $7,942,800.00

Should you have any questions or require additional information, please do not hesitate to contact me at (863) 646-1402 or vleer@dccm.com.

Sincerely,

DCCM



Vaughan S Leer, P.E.
Director of Water & Wastewater Engineering

Enclosure

September 2, 2026

Re: Request for Compromise and Reduction of Municipal Liens – Roy Brown Trust Properties

To Whom It May Concern:

We respectfully submit this request for the City of Wauchula to consider a compromise and substantial reduction of the outstanding municipal liens against properties currently held by the Roy Brown Trust within the City limits.

The Trust has been working diligently for more than a year to address the outstanding code, property, and lien issues affecting these properties. We have undertaken necessary repairs and demolition, retained ongoing lawn and property maintenance, and made repeated efforts to market and sell individual properties. We are also working separately with Hardee County to address the liens and obligations owed to the County.

Our objective is straightforward: to resolve these outstanding obligations, place the properties back into productive use, and facilitate their sale to responsible purchasers who can properly maintain, rehabilitate, or redevelop them.

Outstanding City Liens

The current amounts attributable to the City of Wauchula are as follows:

- 121 Main Street: $18,662.33
- 125 Main Street: $3,100.00
- 126 E Townsend Street: $15,271.33
- 715 S 6th Avenue: $27,200.00

Total: $64,233.66

We recognize the City's legitimate interest in recovering amounts owed and in ensuring that these properties remain in compliance with applicable municipal requirements. At the same time, the current lien structure has created a significant practical obstacle to resolving the underlying problem.

Because the outstanding liens associated with properties held under the same ownership can prevent the Trust from effectively completing individual transactions, we have been unable to use the sale of the smaller properties to generate the funds necessary to address the remaining obligations and maintain the larger parcels. As a result, the current situation risks becoming

self-perpetuating: the Trust cannot readily sell properties to generate capital for compliance, while the continued accumulation of costs and liens makes resolution increasingly difficult.

715 S 6th Avenue:

The property at 715 S 6th Avenue illustrates the importance of reaching a negotiated resolution.

The Trust previously had a signed contract in place for more than a year with Gryboski & Associates for development of the property as a Wawa. Unfortunately, that transaction ultimately did not close for reasons outside the Trust's control.

During the course of those negotiations, we understood from the City that the lien on the property would be addressed through a Forbearance Agreement upon establishment of a closing date. Although that transaction did not ultimately proceed, the Trust continues to actively pursue a sale of the property and remains in discussions regarding potential buyers, including the possibility of reviving the prior development opportunity or securing an alternative purchaser.

A successful sale or redevelopment of this property would provide a substantial benefit to the City by returning a significant parcel to productive use and resolving the issues associated with the property.

126 E Townsend Street:

The history of the lien on 126 E Townsend Street also demonstrates the Trust's good-faith efforts to address the City's concerns.

We were previously advised that the original $30,000 lien would be significantly reduced or eliminated upon demolition of the structure located on the property. Relying on that understanding, the Trust incurred substantial expense to demolish the structure and bring the property into a more appropriate condition.

Despite undertaking that work at considerable expense, the Trust currently remains responsible for more than $15,000 in liens against the property. Consequently, the Trust has incurred significant costs to address the City's concerns while receiving substantially less economic benefit from the property than anticipated.

Proposed Settlement

In an effort to bring this matter to a prompt and final resolution, the Trust has secured $20,000 in financing specifically for the purpose of resolving the City's outstanding liens.

Accordingly, we respectfully propose that the City accept $20,000 as full and final satisfaction of all outstanding City liens against the Roy Brown Trust properties identified above, with the City agreeing to release the corresponding liens upon receipt of those funds.

The Trust is prepared to make the $20,000 payment immediately upon acceptance of this proposal and execution of an appropriate settlement and lien-release agreement.

We believe this proposal provides the City with several meaningful benefits:

1. Immediate and certain recovery of $20,000, rather than continued uncertainty regarding when and to what extent the outstanding liens can ultimately be collected.
2. Removal of a significant impediment to the sale of individual properties, allowing those properties to be transferred to purchasers who can invest in their repair, rehabilitation, or redevelopment.
3. Reduction of ongoing property deterioration and maintenance concerns, which benefits both the City and surrounding property owners.
4. Facilitation of redevelopment of larger parcels, including 715 S 6th Avenue, which has already attracted interest for significant commercial development.
5. A practical path toward final resolution of issues that have remained outstanding for an extended period.

The Trust is not seeking to avoid its responsibilities. To the contrary, we have invested substantial time, effort, and resources attempting to correct the problems associated with these properties and to work cooperatively with the City and County. We are now seeking a realistic, negotiated resolution that will allow the parties to move forward rather than remain constrained by obligations that prevent the properties from being sold and returned to productive use.

There are interested purchasers for several of the smaller properties. Releasing the City liens would allow those transactions to proceed and would provide the Trust with the ability to continue addressing the larger parcels, satisfy current property-tax obligations, and maintain the properties while appropriate buyers or redevelopment opportunities are secured.

We respectfully ask the City to exercise its discretion to accept the proposed $20,000 settlement in full satisfaction of the outstanding City liens. The funds are available, and we are prepared to wire the payment promptly upon written acceptance and completion of the necessary documentation.

We sincerely appreciate the City's consideration of this proposal and hope we can reach a mutually beneficial resolution. Our goal is to close this chapter responsibly, protect the City's interests, and allow these properties to transition to owners who can restore, improve, and put them to productive use.

Thank you for your time and consideration. We would welcome the opportunity to discuss this proposal with the appropriate City officials or counsel at your earliest convenience.

Respectfully,

Andy Brown Milheizler, PE
Samantha Brown-Parks, MD
(Trustees, Roy Brown Trust)

126 S 7th AVENUE
WAUCHULA FL 33873

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

September 10, 2026

Commissioners,

The following properties have outstanding liens associated with code enforcement violations. The information below summarizes the current compliance status of each property, the outstanding lien amount, and any associated hard costs and attorney fees.

Two of the properties, 126 E. Townsend and 121 W. Main Street, are currently going through the foreclosure process. The remaining properties have liens recorded against them but are not currently in foreclosure.

- 126 E. Townsend (in foreclosure):
  - In compliance as of 9/5/25
  - Lien amount: $7,525 (this is 25% of $30,100 per agreement reached in Nov. 2025 Commission Meeting)
  - Hard Costs: $2,342.23
  - Attorney fees: $9,408.83 (est. thru 9/14 meeting)

- 121 W. Main St. (in foreclosure):
  - In compliance as of 9/26/25
  - Lien amount: $12,100 (full amount)
  - Hard costs: $2,342.23
  - Attorney fees: $9,408.83 (est. thru 9/14 meeting)

- 125 W. Main St.:
  - Lien but not in foreclosure
  - In compliance
  - Lien amount: $3,100
  - Hard costs: $153.55
  - Attorney fees: $0
  - Note: this property attached to 121 W. Main St. but legally a separate parcel

- 715 S. 6th Ave.:
  - Violation #1 (lot maintenance)
    - Lien but not in foreclosure
    - In compliance
    - Lien amount: $9,100
    - Hard costs: $208.93
    - Attorney fees: $0
  - Violation #2 (Case # 24-078-M re: minimum maintenance)
    - Lien but not in foreclosure
    - ***Not in compliance***
      - (per Raina: "The maintenance is an old shed and the fence around the property will either need to be removed or repaired.")
    - Lien amount: $18,100
    - Hard costs: [TBD]
    - Attorney fees: $0

AVCON, INC.
ENGINEERS & PLANNERS

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

September 9, 2026

Mr. Ward Grimes, Public Works Director
Wauchula Municipal Airport
126 South 7th Avenue
Wauchula, FL 33873

2025.052.02 CP15

Re: Recommendation to Award
Wauchula Municipal Airport (CHN)
Rotating Beacon and Tower
FDOT FPN #456437-1

Ward:

On August 11, 2026 at 2PM, the Airport received bids on the above-noted project. A total of six (6) bids were received as follows:

Bidder	Total Bid
Trinity Electrical Services, LLC	$231,370.00
American Infrastructure Services, Inc.	$298,120.00
Alen Construction Group, Inc.	$335,000.00
L Cobb Construction, Inc.	$339,954.50
J. Ranck Electric, Inc.	$376,875.00
Eau Gallie Electric	$560,000.00
Engineer's Estimate	$250,000.00

Please see the attached Bid Tabulation for a complete list of quantities and unit prices.

The apparent low bidder is **Trinity Electrical Services, LLC (Trinity)** whose Bid Total is $231,370.00 which is approximately .074% lower than the Engineer's Estimate, as noted above.

The bid submitted by Trinity included the required proposal documentation, Bid Schedule, bonding, and project history. A complete list of items provided are as follows:

- List of major contracts for the past ten years
- Evidence of financial responsibility
- Completed Bid Form page BF-4
- Revised Sworn Statement page SS-2
- Proof of insurance(s)
- References

The bid submitted by Trinity appears to be complete and responsive. Trinity is well known as a solid company in the industry. AVCON has worked with Trinity on many projects.

The second low bid was received from American Infrastructure Services, Inc. (AIS) whose Bid Total is $298,120.00 which is approximately 19.2% higher than the Engineer's Estimate, as noted above.

The bid submitted by AIS was complete and responsive, including the required proposal documentation, Bid Schedule, bonding, etc. Note that some items were omitted from the proposal and responded to as "will be provided upon request" as follows:

- List of major contracts in the past ten years
- List of equipment/plant available for project
- List of all projects over $50k presently under contract

Another item not included was AIS' evidence of financial responsibility. No indication that it would be provided upon request.

Therefore, and notwithstanding the City's Legal Counsel review, AVCON recommends Award of the bid to **Trinity Electrical Services, LLC** for the Total Bid of **$231,370.00 (Two Hundred Thirty-One Thousand, Three Hundred Seventy and 00/100 Dollars)**, subject to the availability of FDOT funding.

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

Sincerely,

AVCON, INC.

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

Enclosure: Bid Tabulation

WAUCHULA MUNICIPAL AIRPORT
ROTATING BEACON AND TOWER
BID TABULATION

					ENGINEER'S ESTIMATE		TRINITY ELECTRICAL SERVICES, LLC		AMERICAN INFRASTRUCTURE SERVICES, INC.		ALEN CONSTRUCTION GROUP, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	SP-105-1	Electrical Demolition	LS	1	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$13,600.00	$13,600.00	$4,500.00	$4,500.00
2	SP-111-1	Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis	EA	1	$10,000.00	$10,000.00	$8,000.00	$8,000.00	$3,080.00	$3,080.00	$7,000.00	$7,000.00
3	L-101-1	L-801A(L) Rotating Beacon Installed with 75.00' Tip-Down Pole And Equipment Pole Complete	LS	1	$174,000.00	$174,000.00	$158,000.00	$158,000.00	$241,900.00	$241,900.00	$222,800.00	$222,800.00
4	L-108-1	1/C #12 AWG 600V, THWN-2 Insulated Stranded Copper Conductor, Installed In Duct or Conduit	LF	300	$3.00	$900.00	$0.70	$210.00	$2.40	$720.00	$86.00	$25,800.00
5	L-108-2	1/C #2 AWG Solid Copper Counterpoise Cable, Installed Over Duct Or Conduit	LF	100	$6.00	$600.00	$5.10	$510.00	$6.20	$620.00	$79.00	$7,900.00
6	L-108-3	0.75" Diameter By 10.00' Long Copper Clad Steel Sectional Ground Rod	EA	10	$150.00	$1,500.00	$200.00	$2,000.00	$160.00	$1,600.00	$900.00	$9,000.00
7	L-110-1	1 Way 2" Schedule 40 Pvc Direct Earth Buried Duct	LF	100	$25.00	$2,500.00	$6.50	$650.00	$21.00	$2,100.00	$90.00	$9,000.00
8	C-100-1	Contractor Quality Control Program (CQCP) and Testing	LS	1	$3,062.76	$3,062.76	$5,000.00	$5,000.00	$4,000.00	$4,000.00	$2,500.00	$2,500.00
9	C-105-1	Mobilization (Limited to 10%)	LS	1	$20,418.40	$20,418.40	$22,000.00	$22,000.00	$23,000.00	$23,000.00	$33,500.00	$33,500.00
10	C-105-2	Dewatering	LS	1	$2,552.30	$2,552.30	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
11	C-105-3	Construction Surveys/As-Builts	LS	1	$4,083.68	$4,083.68	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$2,500.00	$2,500.00
12	C-105-4	Construction Safety and Phasing/MOT	LS	1	$2,552.30	$2,552.30	$8,000.00	$8,000.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00
13	C-105-5	Construction Permits, Licenses, Fees, AHJ Coordination	LS	1	$2,552.30	$2,552.30	$3,500.00	$3,500.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
14	C-105-6	Utility Service Development Charges, City\County Inspections	LS	1	$5,104.60	$5,104.60	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00
					BID TOTAL	**$249,826.34**		**$231,370.00**		**$298,120.00**		**$335,000.00**

					L COBB CONSTRUCTION, INC.		J. RANCK ELECTRIC, INC.		EAU GALLIE ELECTRIC	
INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	SP-105-1	Electrical Demolition	LS	1	$8,540.88	$8,540.88	$15,000.00	$15,000.00	$45,511.00	$45,511.00
2	SP-111-1	Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis	EA	1	$3,897.57	$3,897.57	$10,000.00	$10,000.00	$19,055.00	$19,055.00
3	L-101-1	L-801A(L) Rotating Beacon Installed with 75.00' Tip-Down Pole And Equipment Pole Complete	LS	1	$279,960.04	$279,960.04	$272,450.00	$272,450.00	$315,550.00	$315,550.00
4	L-108-1	1/C #12 AWG 600V, THWN-2 Insulated Stranded Copper Conductor, Installed In Duct or Conduit	LF	300	$1.69	$507.00	$1.75	$525.00	$2.00	$600.00
5	L-108-2	1/C #2 AWG Solid Copper Counterpoise Cable, Installed Over Duct Or Conduit	LF	100	$6.33	$633.00	$6.50	$650.00	$5.00	$500.00
6	L-108-3	0.75" Diameter By 10.00' Long Copper Clad Steel Sectional Ground Rod	EA	10	$275.67	$2,756.70	$275.00	$2,750.00	$150.00	$1,500.00
7	L-110-1	1 Way 2" Schedule 40 Pvc Direct Earth Buried Duct	LF	100	$21.35	$2,135.00	$35.00	$3,500.00	$8.00	$800.00
8	C-100-1	Contractor Quality Control Program (CQCP) and Testing	LS	1	$1,704.99	$1,704.99	$10,000.00	$10,000.00	$33,537.00	$33,537.00
9	C-105-1	Mobilization (Limited to 10%)	LS	1	$29,952.75	$29,952.75	$37,500.00	$37,500.00	$56,000.00	$56,000.00
10	C-105-2	Dewatering	LS	1		$0.00	$2,500.00	$2,500.00	$36,522.00	$36,522.00
11	C-105-3	Construction Surveys/As-Builts	LS	1	$4,871.96	$4,871.96	$10,000.00	$10,000.00	$8,034.00	$8,034.00
12	C-105-4	Construction Safety and Phasing/MOT	LS	1	$1,425.29	$1,425.29	$10,000.00	$10,000.00	$30,958.00	$30,958.00
13	C-105-5	Construction Permits, Licenses, Fees, AHJ Coordination	LS	1	$3,569.32	$3,569.32	$1,000.00	$1,000.00	$6,352.00	$6,352.00
14	C-105-6	Utility Service Development Charges, City\County Inspections	LS	1		$0.00	$1,000.00	$1,000.00	$5,081.00	$5,081.00
					BID TOTAL	**$339,954.50**		**$376,875.00**		**$560,000.00**

BID TABULATION PREPARED BY RUSSELL D. HOLLIDAY, PE

Contract Bidding Documents

Heard Bridge Water Main Loop

City of Wauchula
126 South 7th Avenue
Wauchula, Florida 33873

Project No. 10371.09

Mandatory Pre-Bid Meeting:
Date: 9/30/2026
Time: 2:00 p.m.
Location: City of Wauchula Administration Building
126 South 7th Avenue
Wauchula, Florida 33873

Sealed Bids Due:
Date: 10/16/2026
Time: 2:00 p.m.
Location: City of Wauchula Administration Building
126 South 7th Avenue
Wauchula, Florida 33873

Prepared by
Chastain-Skillman | DCCM
205 East Orange Street, Ste. 110
Lakeland, Florida 33801
(863) 646-1402
Reg. No. 262

Robert A. Hungate, P.E.
Florida License No. 101950

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DIVISION 1:
INSTRUCTIONS TO BIDDERS

INVITATION FOR BID

Sealed Bids will be received by the City of Wauchula located at 126 South 7th Avenue, Wauchula, Florida 33873, until 2:00 PM local time on October 16, 2026. Bids received after said time will be returned unopened. The Bidder shall be solely responsible for delivery of their Bid. Reliance upon mail or public carriers is at the Bidder's risk.

The principal features of the Work are:

1. Construction of approximately 5,300 linear feet of 8-inch PVC and 1,820 linear feet of 8-inch HDPE, including horizontal directional drills, fittings, valves, appurtenances, and restoration.
2. Complimentary activities such as pavement restoration where pavement is required to be disturbed.

The Contract(s) awarded under this Solicitation will be funded, in part, by an EDA grant and a grant from Florida Commerce and is subject to Federal requirements including American Iron and Steel. Neither the State nor any of its departments, agencies, or employees are or will be a party to this Solicitation or any resulting contract.

Plans and specifications are on file for inspection at the office of Chastain-Skillman | DCCM located at 205 East Orange Street, Suite 110, Lakeland, FL 33801 and at the City of Wauchula Administration Building located at 126 South 7th Avenue, Wauchula, Florida 33873.

Bidders may secure a complete bid set from Chastain-Skillman | DCCM located at 205 East Orange Street, Suite 110, Lakeland, FL 33801, Phone: (863) 646-1402. Bid sets are also available in electronic format. For an electronic copy, please send an email request to Robert A. Hungate, P.E., ahungate@dccm.com.

The Bidder is solely responsible for obtaining Bid Documents from the Project Engineer.

Sealed Bids shall reference the following on the outer envelope:

SEALED BID: BIDDER'S NAME AND ADDRESS
CITY OF WAUCHULA – HEARD BRIDGE WATER MAIN LOOP –
PROJECT NO. 1037.09

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM local time on October 16, 2026 in the City of Wauchula Administration Building, 126 South 7th Avenue, Wauchula, Florida 33873.

Mandatory Pre-Bid Meeting: All interested Bidders must attend the entire meeting. Bidders not attending the Pre-Bid Meeting will have their Bids returned unopened. The Pre-Bid meeting will be held at 2:00 PM local time on September 30, 2026 in the City of Wauchula Administration Building, 126 South 7th Avenue, Wauchula, Florida 33873.

Questions: All questions regarding this Invitation for Bid shall be submitted in writing and delivered to the Engineer, Robert A. Hungate, P.E., Chastain Skillman | DCCM., 205 East Orange Street, Suite 110, Lakeland, FL 33801, or via email: ahungate@dccm.com.

SECTION 1.1: GENERAL INSTRUCTIONS TO BIDDERS

1.1.1 Defined Terms in the Instructions to Bidders

A. The words and terms defined in DIVISION 3: TERMS AND CONDITIONS are hereby incorporated by reference into this part.

1.1.2 Minimum Qualifications for Eligibility to Bid

A. Receipt of this Solicitation and other Bid and Contract related documents from the Owner or its designated representatives does not constitute the Owner's approval of the Bidder's qualifications.

B. Bidders shall have the following minimum qualifications to be considered eligible to bid in response to this Solicitation. It is the responsibility of the Bidder to ensure and certify that it meets the minimum qualifications. Bidders not meeting all of the following criteria will not have their Bids considered for Award.

1. Bidder shall be a licensed contractor in the State of Florida, in accordance with Chapter 489, Florida Statutes.

2. Bidder shall have been in the business of performing projects of the same scope for at least the past five (5) years.

3. Bidder shall demonstrate that it has successfully completed at least three (3) projects of similar scope and scale to the Work described herein, for at least two (2) different Florida government agencies within the past five (5) years. Bidder shall submit names and contact information for each referenced project. Factors the Owner may consider to make a determination of the Bidder's eligibility under this criterion include but are not limited to:

   a. The Bidder's ability to perform work in a satisfactory manner as evidenced by the Bidder's past performance on other projects performed for the Owner, and

   b. The Bidder's past performance of satisfactory work as evidenced by project descriptions submitted for three stated projects as part of the Bid and the Owner's verification of associated references; and

   c. The Bidder's past performance as evidenced by any other information the Owner gathers or obtains during the Bid review process, including but not limited to information included on the Bidder's Qualifications questionnaire.

C. The Bidder certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds and other credentials required by law, Contract or practice to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify the Owner of the change.

1.1.3 Bid Security

A. Each Bid is to be accompanied by a Bid Security made payable to the Owner in an amount at least equal to five (5) percent of the Bidder's maximum Bid Price and in the form of a Certified Check or Bid Bond. Failure to furnish the required Bid Security will disqualify the Bid.

1.1.4 Minority and Women's Business Enterprise Goals

A. DIVISION 4: SUPPLEMENTAL CONDITIONS states the goals of Minority Business Enterprise (MBE) participation and Women's Business Enterprise (WBE) participation in the Work. The Bidder is expected to fully comply with the requirements for MBE and WBE participation as stated in DIVISION 4: SUPPLEMENTAL CONDITIONS of this document. Failure to comply with these requirements will disqualify the Bid.

1.1.5 Notice of Liquidated Damages

A. In the event a Contract is awarded as a result of this Solicitation, the Contract will be subject to liquidated damages as set forth in DIVISION 3: TERMS AND CONDITIONS.

1.1.6 Florida Trench Safety Act

A. The Bidder shall complete and submit with its Bid the Florida Trench Safety Act Acknowledgment form, in accordance with Section 553.60, Florida Statutes, et. Seq., when the Work includes trench excavations that exceed five (5) feet in depth and as written assurance that the Bidder shall comply with all applicable trench safety standards, laws, rules and regulations during performance of any Work awarded from this Solicitation.

1.1.7 Subcontractors

A. The Bidder shall supply with their Bid a list of all Subcontractors and Suppliers that it intends to use for the Work. The Successful Bidder shall not be permitted to use Subcontractors and Suppliers other than those shown in the Bid unless good cause is shown and prior written consent is obtained from the Owner.

B. If the Bidder plans to use a single Subcontractor or Supplier to perform over 50% of the Work, the Bidder shall obtain the Owner's approval prior to the opening of Bids. Failure to obtain the Owner's approval will disqualify the Bid.

C. Bidder's choice of subcontractors or subconsultants must be approved by the Owner. While the Owner shall have the right to approve or reject each subcontractor or subconsultant, such approval shall not be unreasonably withheld.

D. The Bidder may not use as a Subcontractor or Supplier, any Bidders that were rejected in the Bid process due to incomplete status or unqualified Bids.

1.1.8 Payment and Performance Bonds

A. As stated in DIVISION 3: TERMS AND CONDITIONS of the Contract Documents, the successful Bidder shall be required to furnish a Payment Bond and a Performance Bond in accordance with Section 255.05, Florida Statutes, prior to the start of any Field Work.

1.1.9 Estimated Quantities Provided for Bidding Reference

A. The Bidder understands and agrees that the Owner's estimated Contract amounts shall not obligate the Owner in any way to issue Purchase Orders under the Contract of this amount, or any amount of Work under the Contract. The Owner may, at its sole discretion, issue Purchase Orders under the Contract totaling more or less than the estimated amounts, or may award the Contract, and is under no obligation to issue any Purchase Orders under the Contract. In the event that quantities change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Documents.

B. Any item not shown on the Bid Form, but that is shown in the Drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Bid Price.

1.1.10 Existing Site Conditions & Technical Data

A. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by the Owner in advance of the site visit. The Bidder shall comply with all safety requirements described in the Bid Documents and the Owner may require the Bidder to show proof of a minimum of $1 million of general liability insurance.

B. No reports of Hazardous Materials at the Site are known to the Owner or the Engineer, unless disclosed in the specifications.

C. In the preparation of Drawings and Technical Specifications, the Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

1. Topographical Survey provided by Chastain-Skillman, Inc.

D. Copies of the reports (and drawings) itemized above that are not included with the Bid Documents may be examined at Chastain-Skillman, Inc. located at 205 E Orange Street, Lakeland, FL 33801 during regular business hours. These reports (and drawings) are not part of the Contract Documents but comprise additional “technical data” upon which the Bidder may rely as identified and established.

E. The Bidder is solely responsible for obtaining and verifying all technical data necessary to submit its Bid.

1.1.11 Pre-Bid Clarifications & Addenda

A. All questions regarding the Bid Documents must be submitted to the Procurement Representative identified in the Solicitation no later than ten (10) business days prior to the Bid Opening date. The Bidder shall promptly give the Owner written notice of any errors, conflicts or ambiguities it discovers in the Bid Documents.

B. If the Bidder objects in any manner to the Terms and Conditions or Technical Specifications, the objection must be addressed in writing no later than ten (10) business days prior to the Bid Opening Date. The Owner will address the objection in an Addendum if the Owner believes that a clarification or change is necessary.

C. The Owner may issue Addenda prior to the opening of Bids to change or clarify the intent of the Bid Documents. The Owner will issue written responses to questions and requests for clarifications received by the stated deadline in the form of Addenda, and will distribute Addenda to all Bidders who have attended the Pre-Bid Meeting and provided acceptable contact information.

D. The Bidder shall be responsible for ensuring it has received all Addenda prior to submitting its Bid and shall acknowledge receipt of all Addenda by completing the Bidder's Representation section on the Bid Form in DIVISION 5: FORMS. All Addenda will become part of the Bid Documents and any resulting Contract Documents. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid at the Owner's sole discretion.

1.1.12 Completing the Bid Form

A. Bidders shall complete and submit the enclosed Bid Form with responses typewritten or written in ink. When a blank is marked "optional", the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item.

B. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. Failure to submit a Bid that addresses all parts of the Work may disqualify the Bid.

C. The Bidder, or its authorized agent or officer of the firm, shall sign the Bid Form. Failure to sign the Bid Form may disqualify the Bid.

D. Owner-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid.

E. The Owner will review the Bids to determine that they meet the specifications set for the Work in the Bid Documents. The Owner may disqualify any Bids that deviate from

the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.

F. Failure to complete and submit all additional forms and documentation required in the Bid Documents to accompany the Bid Form may disqualify the Bid.

1.1.13 Modification or Withdrawal of Bids

A. The Bidder may modify or withdraw its Bid at any time prior to the advertised Bid Opening by giving written notice to the City of Wauchula, 126 South 7th Avenue, Wauchula, Florida 33873. The Owner shall not accept any modifications to Bids after the advertised Bid Opening. The Bidder shall not withdraw its Bid for a period of 120 calendar days following the advertised Bid Opening.

1.1.14 Submitting the Bid Documents

A. The Bidder shall submit its Sealed Bid in response to this Solicitation no later than the Bid Due Date and Time stated in the Invitation for Bid, or as may be subsequently amended via Addenda. The Bid shall be sealed and the envelope clearly marked with the title stated in the Invitation for Bid and the Bidder's name and address. The Sealed Bid may be enclosed in another mail or courier service package.

B. The Bidder shall submit one (1) original Bid and two (2) duplicates of the original Bid.

C. All Bids must be received at the location and by the date and time stated in the Invitation for Bid, or as may be subsequently amended via Addenda. The Bids from all Bidders will be publicly read at the date and time advertised for the Bid Opening. Bids arriving after the advertised Bid Opening date and time and/or at an incorrect location will be returned to the Bidder unopened. Reliance upon third-party courier or delivery service is at the Bidder's risk.

D. All information marked by the Owner or the Bidder as "Confidential Information" that is included in the Solicitation or that is submitted by the Bidder as part of its Bid shall be handled in accordance with the terms and conditions stated in DIVISION 3: TERMS AND CONDITIONS.

1.1.15 Opening of Bids

A. The Owner will open Bids at the date, time and location stated in the Invitation for Bid, or as may be subsequently amended via Addenda. At the Bid Opening, the Owner will publicly open and read each Bid that was received prior to the advertised deadline for bid submissions, except those that have been properly withdrawn.

B. The Owner has the right to waive any irregularities or informalities in the Bids.

C. Copies of all Bids will be available for public inspection ten (10) business days after the Bid Opening date. Bidders may review opened Bids by contacting the designated Owner

Representative to arrange a mutually convenient time for such review at the Owner's offices.

1.1.16 Calculation of Bid Price

A. The Owner will use the Bidder's base bid when making price comparisons for Award purposes.

B. The Owner will consider alternate Bids only if the Bidder submits a base Bid in accordance with the Bid Documents. The Owner will review alternates on the Bid Form, and will reject or accept at the Owner's sole discretion.

1.1.17 Award

A. The Owner will Award the Contract to the lowest, responsive and responsible Bidder whose Bid meets or exceeds specifications, in accordance with the Contract Documents. The Owner reserves the right to reject any/all Bids, in whole or in part, as deemed to be in the Owner's best interest.

1.1.18 Notice of Award

A. The Owner intends to Award one Contract for as many items as possible to achieve maximum benefit from this Contract. The Owner may Award more than one Contract, based on certain groupings of items, which the Owner may revise or reorganize, or the Owner may exclude line items if in its best interest. In the event the Owner makes an award as a result of this Solicitation, the Owner will issue a Notice of Award, in writing and signed by an authorized Owner's Representative as notice to the Bidder that the Owner has deemed it the successful Bidder.

B. The Notice of Award will be accompanied by relevant Contract Documents for execution. Unless expressly waived by the Owner, the Successful Bidder shall execute a Contract for the Work in a form acceptable to the Owner within the timeframe stated on the Notice of Award. If the Bidder fails to execute the Contract Agreement form or associated documents, or to obtain the necessary bonds, licenses or insurances as required, or if it fails to act on an Owner-issued Purchase Order ("PO"), the Owner may cancel the Award with no further liability to the Bidder, retain the Bid Security, and Award to the next lowest responsive and responsible Bidder.

C. Upon receipt of the completed documents, the Owner will execute the Contract Documents and issue the Contractor one fully executed original copy. No other Owner action shall constitute acceptance of the Bid.

1.1.19 Notice to Proceed

A. Upon receipt of the executed Contract, the required Payment Bond, Performance Bond, and compliant Certificate of Insurance, the Owner will issue a Notice to Proceed in

writing and signed by an authorized Owner's Representative as authorization for the Contractor to proceed with the Work, unless otherwise stated in the Contract.

B. In the event that the Owner intends to authorize the Successful Bidder to proceed with Administrative Work only, or with only a portion of the Work, then the Owner shall state the specific limitations of such authorization in a written notice, and the Owner will issue a separate Notice to Proceed to authorize the Contractor to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Contractor shall ensure that it is prepared to begin Field Work upon receipt of the Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Contractor's risk and the Owner shall have no obligation to pay for such Work.

1.1.20 Certification and Representations of the Bidder

A. By signing and submitting a Bid, the Bidder certifies and represents as follows:

1. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Bid Documents, including but not limited to all sample Contract Documents, Technical Specifications, Drawings, exhibits and attachments thereto, prior to submitting its Bid.

2. That every aspect of its submitted Bid, including the Bid Price and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the Owner. The Owner assumes no responsibility for any understanding or representation made by any of the Bidder's representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that the Owner assumes the responsibility.

3. That the individual signing the bid is a duly authorized agent or officer of the submitting firm. Bids submitted by a corporation must be executed in the corporate name by the President or a Vice President. If an individual other than the President or a Vice President signs the bid, satisfactory evidence of authority to sign must be submitted with the bid. If the bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign must be submitted with the bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.

4. That the submitting Bidder maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and business registration tax necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify the Owner of any change.

5. That it has read, understands and will comply with the Article 1.1.22 of this section entitled "Ethics."

1.1.21 Conflict of Interest

A. Any Bidder bidding the construction phase of a project cannot at the time of Bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer') of record. The Bidder will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Bidder. Should the Owner erroneously award a contract in violation of this policy, the Owner may terminate the contract at any time with no liability to Contractor, and Contractor shall be liable to the Owner for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage open, fair and competitive bidding and to eliminate any actual or perceived advantage that one bidder may have over another. In addition to this policy, Design Build projects are governed by the provisions of Section 287.055(9)(b) Florida Statutes.

1.1.22 Ethics

A. By signing the Bid Form, the Bidder certifies this Bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Bid for the same Work other than as a Subcontractor or supplier, and that this Bid is made without outside control, collusion, fraud, or other illegal or unethical actions. The Bidder shall comply with all Owner ordinances, policies and procedures regarding business ethics.

B. The Bidder shall submit only one Bid in response to this Solicitation. If the Owner has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractor or Supplier, the Owner may disqualify the Bid and may pursue debarment actions.

C. The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by submitting such information with its Bid. Failure to do so will disqualify the Bid. If the Owner has reason to believe that collusion exists among the Bidders, the Owner will reject any and all Bids from the suspected Bidders and may proceed to debar the Bidder(s) from future Work.

D. In accordance with Section 287.133, Florida Statutes, the Owner will reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendors list maintained by the Florida Department of Management Services. The Owner shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any transaction exceeding $10,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

E. If the Bidder violates any requirement of this Section, the Bid may be rejected and the Owner may debar the offending companies and persons from future Work with the Owner.

1.1.23 Ex Parte Communication

A. Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Bidder's Bid. The Owner's policy on Ex Parte Communication will not prohibit the following:

1. Meetings called or requested by the Owner and attended by the Bidders for the purpose of discussing this Solicitation, evaluation, or selection process including, but not limited to, substantive aspects of the Solicitation. Such meetings may include, but are not limited to, Pre-Bid meetings, site visits to the Owner's or the Bidders' facilities, interviews/negotiation sessions as part of the selection process, and other presentations by the Bidders, all of which are requested by the Owner and will be limited to topics specified by the Owner.

2. The addressing of the Owner at public meetings advertised and conducted pursuant to Section 286.011, Florida Statutes.

3. The filing of a written protest to any proposed Award to be made pursuant to this Solicitation, evaluation and selection process, which filing and prosecution shall give notice to all Bidders. Protest proceedings shall be limited to open public meetings advertised and conducted pursuant to Section 286.011, Florida Statutes with no Ex Parte Communication outside those meetings.

4. Communications between the Owner representatives and the Bidder for routine matters arising from procurements other than this Solicitation.

5. Written communication between potential Bidders and the Engineer provided copies of written communications are provided to all Bidders.

1.1.24 Prohibition Against Contingent Fees

A. The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Bidder, to solicit or secure a contract with the Owner, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For the breach or violation of these provisions, the Owner shall have the right to disqualify the Bid and pursue debarment or terminate the Contract without liability and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.1.25 Protest of Bid and Award Process

A. Bidders shall file any protests regarding this Solicitation in writing, and shall submit such to the Owner’s Procurement Representative noted on the Solicitation no later than three (3) business days following the event giving rise to the protest. Failure to submit a written protest within the timeframe herein will constitute a waiver of the right to pursue a

protest.

B. The written protest shall include at minimum the following information:

1. Project or bid number of the solicitation protested;

2. Title of solicitation protested;

3. Specific identification of issue(s) protested; and

4. Requested action for correction.

C. The Owner's Procurement Representative will review the submitted information to ensure completeness and submit the issue to a committee comprised of the Owner's designated Project Manager for the Work, the City Manager and the Owner's Legal Counsel ("Protest Committee").

D. The Protest Committee will review the protest and may request a presentation by the Bidder of the protested issue. The Protest Committee will issue a written decision within fourteen (14) calendar days of receipt of the written protest.

1.1.26 Owner's Reservations

A. The Bid Documents provide potential Bidders with information to enable the submission of written offers. The receipt of Bid Documents is not a contractual offer or commitment by the Owner to purchase products or services.

B. Bids and Bid Prices shall be warranted for a period of one-hundred twenty (120) days following the opening of Bids, and no Bid may be withdrawn during such time period.

C. The Owner reserves the right to reject any or all Bids, or any part thereof, and/or to waive irregularities or informalities if such action is in its best interest. The Owner may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bids that omit a price on any one or more items for which prices are required, Bids that omit Unit Prices if Unit Prices are required, Bids for which the Owner determines that the Bid is unbalanced, Bids that offer Equal Items when the option to do so has not been stated, Bids that fail to include a bid bond, where one is required, and Bids from Bidders who have previously failed to satisfactorily complete Contracts of any nature for the Owner.

D. The Owner reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion. The Owner reserves the right to cancel or change the date and time of the bid opening at any time prior to the advertised time.

E. The Owner may Award the Contract in whole or in part. In such cases whenever the Owner exercises any of these reservations, the Owner will make a reasonable effort to notify, in writing, all parties to whom Bid Documents were issued. The Owner may award multiple or split Contracts if it is deemed to be in the Owner's best interest.

1.1.27 Documents and Forms Included in the Bid Documents

A. The reference to and/or inclusion of the Contract Documents and other Contract related forms in the Bid Documents shall in no way be construed as an Award of the Work, or any portion thereof, or as an intention to award the Work. The Owner reserves the right to alter, amend or delete any portion of these forms, to exclude any form, or to require additional forms not listed herein prior to execution of the Contract Documents.

SECTION 1.2: REQUIRED FORMS TO SUBMIT WITH BID

1.2.1 Bid Forms

A. To submit a Bid in response to this Solicitation, all of the following forms must be completed and submitted as part of the Bid. Copies of the forms are contained in the Bid Documents. Additional copies may be requested by contacting the Owner.

1. Bid Form (form included in DIVISION 5: FORMS)
2. Bid Security (form included in DIVISION 5: FORMS)
3. Bidder's Qualifications and supporting information (form included in DIVISION 5: FORMS)
4. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (form included in DIVISION 5: FORMS)
5. Drug-Free Workplace Certificate (form included in DIVISION 5: FORMS)
6. Florida Trench Safety Act Acknowledgement (form included in DIVISION 5: FORMS)
7. Non-Collusion Affidavit (form included in DIVISION 5: FORMS)
8. Public Entity Crimes Statement (form included in DIVISION 5: FORMS)
9. Tabulation of Subcontractors and Suppliers (form included in DIVISION 5: FORMS)
10. Evidence of authority to do business in the State of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

Contractor's License No.: _____.

[END OF SECTION]

DIVISION 2:
AGREEMENT

This Agreement is made and entered into on _____("Effective Date"), by and between THE CITY OF WAUCHULA, a Florida municipality located at 126 South 7th Avenue, Wauchula, Florida 33873 ("Owner") and _____, a [STATE OF INCORPORATION] corporation with principal offices at _____[ADDRESS OF CONTRACTOR] ("Contractor").

Whereas, the Owner issued an Invitation for Bid and all associated Bid Documents for the Work titled "City of Wauchula – Water System Main Line Connections," and;

Whereas, the Contractor submitted a Bid in response to such Work, which was opened and accepted by Owner on _____, 2026, and;

Whereas, the Owner has determined that the Contractor's Bid is the lowest responsive and responsible Bid for the Work and has issued the Contractor a Notice of Award to such effect;

Therefore, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2.1: WORK

2.1.1 Completion of Work

A. Contractor shall complete all Work as specified or indicated in the Contract Documents. Contractor's scope of services on the Work shall not substantially differ from Contractor's Bid unless agreed to in writing by the Parties or as otherwise. The principal features of the Work are described as:

1. Construction of approximately 5,300 linear feet of 8-inch PVC and 1,820 linear feet of 8-inch HDPE, including horizontal directional drills, fittings, valves, appurtenances, and restoration.
2. Complimentary activities such as pavement restoration where pavement is required to be disturbed.

SECTION 2.2: CONTRACT PRICE

2.2.1 Contract Price

A. The Contractor shall perform the work for a not-to-exceed Contract Price of _____[CONTRACT PRICE], or as may be amended in accordance with the Contract Documents, subject to the availability of lawfully appropriated funds.

2.2.2 Quantities

A. The Contract Price includes the Contractor's Bid Price. For items of the Work that are Unit Price, the prices shown on the Bid Form shall be used in determining the final Contract Price. As stated in the Bid Documents, estimated quantities provided on the Bid Form by the Owner are not guaranteed quantities. Actual quantities used in the Work may vary.

B. Regularly during the Work, and upon the Owner's review of the Final Application for Payment, the Owner, or its designated representative, will determine actual quantities used in the Work, and the Owner may issue a Change Order if required to alter the Contract Price.

SECTION 2.3: CONTRACT TIME

2.3.1 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence.

B. As further stated in Section 3.19.20 below, the Owner's agreement to an extension of any applicable deadline for Milestones, if any, Substantial Completion, or Final Completion, among any other deadlines provided herein, shall not constitute a waiver of the Owner's right to enforce the Contractor's compliance with other deadlines as provided herein, nor shall the Owner's failure to enforce compliance with any particular deadline or event operate as acquiescence or waiver of the Owner's right to enforce the Contractor's compliance with other such deadlines.

2.3.2 Days to Achieve Substantial Completion and Final Payment

A. The Work will be required to have reached Substantial Completion within **210** calendar days after the issuance of the Notice to Proceed and completed and ready for final payment in accordance with the Contract Documents within **240** calendar days after the date when the Contract Time commences to run.

SECTION 2.4: CONTRACT ROLES AND RESPONSIBILITIES

The Owner and the Contractor may alter or amend the individuals named herein, or name additional representatives, by promptly providing written notice to the other party of any changes.

The following individuals shall have the responsibilities set forth in the Contract Documents for their respective roles:

2.4.1 Contract Administrator:

Name: Olivia Minshew, City Manager
Agency/Company: City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873
(863) 773-3131

2.4.2 Project Engineer:

Name: Robert A. Hungate, PE
Agency/Company: Chastain-Skillman | DCCM
205 East Orange Street, Suite 110

Lakeland, FL 33801
(863) 646-1402

2.4.3 Funding Administrator:
Name: Mark Brewer, President
Agency/Company: Angie Brewer & Associates, LC
9080 58th Drive East, Suite 200
Bradenton, FL 34202
(941) 756-5800

2.4.4 Contractor's Representative:
Name: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Agency/Company: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

2.4.5 Contractor's Supervisor:
Name: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Agency/Company: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

SECTION 2.5: CONTRACT DOCUMENTS

2.5.1 Contents

A. The following shall comprise the Contract Documents. The Owner shall generally consider this order of precedence in resolving any conflicts, errors or discrepancies:

1. Executed Amendments, Change Orders and Work Change Directives
2. This executed Agreement
3. Addenda to the Bid Documents
4. Florida Department of Environmental Protection Supplementary Conditions
5. Terms and Conditions, including the following Exhibits and Attachments thereto
6. Notice of Award
7. Notice to Proceed
8. Payment Bond and Performance Bond
9. Owner issued Purchase Orders
10. Owner's Technical Specifications, Drawings, Plans, Exhibits and Attachments
11. Contractor's Bid in response to the Invitation for Bid, including the Bid Form

B. The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Contractor shall perform any Work that may reasonably be inferred from the Contract as being required, whether or not it is specifically called for, at no additional cost to the Owner. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

C. By signing the Agreement, the Contractor represents that it has carefully examined the Contract Documents and agrees to perform the Work in accordance with the Contract Documents, as may be amended from time to time.

SECTION 2.6: NOTICES AND CORRESPONDENCE

2.6.1 Transmission Method

A. All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: upon receipt if delivered by hand; one day after being sent by an express courier with a reliable system for tracking delivery; three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means.

B. All notices shall be addressed by a party to the other party as indicated below. Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

Owner
Attention: Olivia Minshew, City Manager
Address: City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873

Contractor
Attention: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Address: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate on the Effective Date first stated above.

OWNER	**CONTRACTOR**
By _____	By _____
Date _____	Date _____
(Corporate Seal)	(Corporate Seal)

Attest

Attest

[END OF SECTION]

DIVISION 3:
TERMS AND CONDITIONS

SECTION 3.1: DEFINED TERMS

3.1.1 Definitions

A. Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. DIVISION 6: TECHNICAL SPECIFICATIONS may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in DIVISION 6: TECHNICAL SPECIFICATIONS shall apply only within DIVISION 6: TECHNICAL SPECIFICATIONS.

1. Addendum/Addenda: A change or changes to the Solicitation issued in writing by the Owner and incorporated into the Solicitation and Contract Documents.

2. Administrative Work: Actions primarily performed in an office environment and associated with preparing to perform or administer the Work including, but not limited to, preparing Work schedules, obtaining bonds, executing Contracts, securing resources and other actions specified in the Bid Documents, or otherwise prudent to ensure a timely, safe and otherwise compliant start and performance of Field Work. Administrative Work is not performed at the Work Location.

3. Application for Payment: A document seeking payment to Contractor from Owner for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Contractor name and address, a description of the product(s) or service(s) rendered, a valid Owner PO number, the amount payable, the payee name and address, any associated forms and any other supporting documentation required by the Contract Documents.

4. Approved Schedule: The approved progress schedule for performance of the Work approved by the Owner or the Owner's Representative, as most recently amended.

5. Bid Documents/Bidding Documents: The documents titled Instructions to Bidders, the Invitation for Bid, the Bid Form, all sample forms to be included in the Bidder's Bid, the sample Contract Documents, including Technical Specifications and forms included to provide the Bidder with a complete understanding of the Work requirements, excluding any technical data or test results that are provided as additional information regarding Work Location conditions.

6. Bid or Proposal: The document, including all forms and information, describing the Bidder's offer and submitted in response to this Invitation for Bids. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

7. Bid Price: The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.

8. Bidder: The respondent to this Solicitation.

9. Bond: A financial mechanism to guarantee a contractual obligation.

10. Change Order: A written order issued by the Owner after execution of the Contract to the Contractor, as may be recommended by the Engineer, signed by the Owner and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

11. Contract: The Agreement for the Work executed by the Owner and Contractor as included in these Contract Documents.

12. Contract Administrator: The individual assigned by Owner, who is an employee of the Owner, to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Contractor, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of the Owner in all matters regarding the Contract. The Contract Administrator may authorize an Engineer and/or other Owner's Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.

13. Contract Documents: Contract Documents means the documents set forth in the executed Agreement form.

14. Contract Price: The total amount payable to the Contractor under the Contract, as set forth in the Agreement form, as most recently amended.

15. Contract Time: The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Contractor to the date Contractor has agreed to complete the Work, as stated in the Agreement form, as most recently amended.

16. Contractor: The legal person, firm, corporation or any other entity or business relationship with whom the Owner has executed the Contract. Where the word "Contractor" is used it shall also include permitted successors and assigns.

17. Contractor Representative: The individual responsible for representing the Contractor in all activities concerning the fulfillment and administration of the Contract.

18. Contractor Supervisor: The individual employed or contracted by the Contractor to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Contractor Supervisor may be authorized by the Contractor Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Engineer and shall clearly state the limitations of any such authorization. In the event that the Contractor Supervisor and the Contractor

Representative is the same person, the Contractor shall notify the Engineer of such situation.

19. Defect or Defective: When used to modify the "Work," whether in lowercase or uppercase, Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

20. Engineer: The individual assigned by the Owner (either an employee or a third party), who is a licensed professional engineer in the State of Florida, to provide engineering, design review, and/or construction management including, but not limited to, overseeing and resolving engineering/design issues with the Engineer for the Work, and conveying the Owner's instructions to the Contractor.

    The Engineer's authority includes interpreting the technical portion of the Contract Documents, deciding on matters relating to the execution and progress of the Work and evaluating the Contractor's performance. The Engineer may stop the Work when deemed necessary by the Owner. The Engineer will receive and adjudicate any claim of ambiguity or error in the technical portion of the Contract Documents and shall reduce any determination to writing, and shall make a recommendation to the Owner. The Engineer is not a party to the Contract. The Engineer has no authority to approve changes to the Contract Price or Contract Time, or to commit the Owner to any expenditure of money except as expressly designated in writing by the Contract Administrator.

21. Environmental Requirements: All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Owner, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

22. Equal Item: Item a Bidder chooses to offer in place of offering the brand name or manufacturer's item specified on the Bid Document when the Bid Document clearly states that the Bidder may offer such an item.

23. Ex Parte Communication: Any communication pertaining to this Solicitation between a Bidder or protester (or their respective employees, agents, or representatives, or someone otherwise acting on behalf of Bidder) and the Owner (its members, employees, agents, and representatives other than the designated

Owner representatives in the Solicitation), during the Solicitation period through the Contract Award, and/or from the initiation of a protest through Contract Award or through protest resolution.

24. Field Order: An order given by the Owner's Representative, in writing or orally, to direct progress of the Work. A Field Order may authorize only minor variations to the Work as needed to ensure progress, and does not authorize the Contractor to incur additional costs, change the Contract Price or Contract Time.

25. Field Work: Actions associated with meeting the requirements of the Contract other than Administrative Work. Field Work is primarily performed at the Work Location.

26. Final Acceptance: The Owner's written notice to the Contractor that all Work as specified in the Contract has been completed to the Owner's satisfaction. Approval or recognition of the Contractor meeting a milestone or interim step does not constitute Final Acceptance of the Work. Final Acceptance is only applicable to the entirety of Work as specified in the Contract. Final Acceptance does not in any way limit the Owner's rights under the Contract or applicable laws, rules and regulations.

27. Final Completion: The point in time after which the Owner has accepted the Work, in accordance with DIVISION 3: TERMS AND CONDITIONS and the Contractor has fulfilled all requirements of the Contract Documents.

28. Hazardous Materials: Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.

29. Holidays: The following days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

30. Instructions to Bidders: The division of the Bid Documents labeled Instructions to Bidders.

31. Inspector: The individual(s) or company(ies) designated by the Contract Administrator to inspect and test the Contractor's performance and Contract compliance including materials, workmanship, safety, environmental compliance, project controls, administration and accounting, and other aspects of Contract compliance. The Inspector has no authority to approve changes to the Work, the Contract Price or Contract Time, or to commit the Owner to any expenditure of money except as expressly designated in writing by the Contract Administrator. The Inspector may or may not be the same individual as the Engineer. The Contract Administrator may give the Engineer authority to appoint an Inspector.

32. Notice of Award: The issuance of a Notice of Award by the Owner to the successful Bidder notifying the Contractor that they have been authorized by the Owner to perform the work. A Notice of Award shall not be considered a Notice to Proceed.

33. Notice to Proceed: The written notice duly authorized and delivered by the Owner that authorizes the Contractor to begin Field Work. When indicated by the Owner, a PO may also serve as a Notice to Proceed.

34. Owner: The City of Wauchula.

35. Owner's Representative: The Engineer, Inspector, and other persons designated by the Contract Administrator as the Owner's Representative acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

36. Overtime: Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

37. Payment Bond: The statutory Performance Bond contemplated by Section 255.05, Florida Statutes.

38. Performance Bond: The statutory Payment Bond contemplated by Section 255.05, Florida Statutes.

39. Preconstruction Meeting: A meeting conducted after Award and prior to the start of any Field Work between the Owner and the Contractor. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.

40. Purchase Order (PO): A Work authorization document issued by the Owner with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized Owner signature and stating the amount of lawfully authorized funds.

41. Quality Assurance: Actions that the Owner takes to assess the Contractor's performance under the Contract.

42. Quality Control: Actions that the Contractor takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

43. Resident Project Representative (RPR): An employee or agent of the Engineer at the Work Location, acting as directed by and under the Engineer. The RPR's authority for this Contract is set forth in DIVISION 3: TERMS AND CONDITIONS.

44. Shop Drawings: Drawings, electronic and hard copy, that detail the fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

45. Site: The Work Location.

46. Solicitation: The Invitation for Bids (which may be electronic) issued by the Owner, or by a third-party on behalf of the Owner, to solicit Bids or Proposals from Bidders that includes the Bid Documents.

47. Specifications: The provisions contained in the Technical Specifications.

48. Standard of Care: The standards of skill and care ordinarily followed by contractors performing similar services for a project of similar scope and complexity in the same geographical area of the Work during the time in which the Work is performed.

49. Subcontractor: A provider of services or materials performing Work under contract for the Contractor.

50. Substantial Completion: The time when the Owner determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for the Owner or other contractors to perform subsequent portions of the Work as stated in the Contract Documents. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent the Owner's Final Acceptance of the Work.

51. Term: The period of time during which the Contract is in force, from formal Notice of Award to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

52. Technical Specifications: The division of the Contract Documents collectively labeled as the Technical Specifications, including any exhibits and attachments thereto. Technical Specifications have been prepared by the Owner or a third-party.

53. Unit Prices: The Bidder's charges, rounded to the nearest cent, to the Owner for the performance of each respective unit of Work as defined on the Bid Form for all items required for successfully performing the Work through Final Acceptance.

54. Work: Work includes the scope set forth in the Contract Documents together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

55. Work Change Directive: Written authorization recommended by the Engineer and signed by the Owner and issued to the Contractor after the Contract Effective Date recommending an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract Price or Contract Time, but shall be evidence that the parties expect the change ordered or documented to be incorporated into a subsequent Change Order.

56. Work Location: The place or places where the Work is performed, excluding the properties of the Contractor and/or the Subcontractor(s).

SECTION 3.2: PRELIMINARY MATTERS

3.2.1 Payment Bond and Performance Bond

A. Within five (5) business days of receipt of Contract Documents, the Contractor shall furnish a Payment Bond and a Performance Bond in an amount equal to one-hundred percent (100%) of the amount of the Contract Price, made out to the Owner in forms and formats approved by the Owner, as security for the faithful performance of the Work of Contract, in accordance with Section 255.05, Florida Statutes. In no case shall the date on the bonds form be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida.

B. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Hardee County Court and delivered to the Owner before Work may commence. If the Contractor fails or refuses to furnish or record the required bonds, the Owner will retain the Contractor's Bid Security as liquidated damages.

3.2.2 Liquidated Damages

A. If the Contractor fails to Substantially Complete the Work on or before the substantial completion date set forth in the Contract Documents, the Contractor shall pay the Owner the sum of $500.00 per day for each and every calendar day, including Sundays and Holidays, starting on the contracted substantial completion date and continuing until the date that the Work is Substantially Completed.

B. Following Substantial Completion, if the Contractor fails to complete any remaining Work within the Contract Time, the Contractor shall pay the Owner $500.00 per day for each and every calendar day, including Sundays and Holidays, starting on the contracted final completion date and continuing until the date that the Work is completed.

C. The Contractor understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to the Owner as fixed and reasonable liquidated damages for losses that the Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with the Owner's normal operations, other tangible and intangible costs, or otherwise, which costs are otherwise impossible or impractical to measure or ascertain with any reasonable specificity.

D. Liquidated damages may, at the Owner's sole discretion, be deducted from any monies held by the Owner that are otherwise payable to Contractor.

E. The Contractor's responsibility for liquidated damages shall in no way relieve the Contractor of any other obligations under the Contract.

3.2.3 Preconstruction and Progress Meetings

A. Before starting field work, a preconstruction meeting will be held to: review the work; to review the work schedule; to establish procedures for submitting items including but not limited to applications for payment, the schedule of submittals, approving the applications for payment, and making payments; and, to establish a working relationship between the Owner and the Contractor.

B. The Preconstruction Meeting shall be attended by, but not limited to, the Owner, the Engineer, the Contractor Representative and the Contractor Supervisor. The Contract Administrator will notify the Contractor in writing of the meeting time and location at least two (2) days prior to the meeting date.

C. Construction progress meetings will be held at a frequency determined by the Owner, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Owner, the Engineer, and the Contractor's Supervisor.

3.2.4 Contractor Review of Project Requirements

A. The Contractor shall review the Work requirements and specifications prior to commencing Work. The Contractor shall immediately notify the Engineer in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. The Owner will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order, as appropriate if the Owner is in agreement with the alleged conflict, and issue revised specifications. Any Work the Contractor performs prior to receipt of approved Change Order or Purchase Order will be at the Contractor's sole risk and will not be reimbursed.

B. The Contractor agrees that it will provide sufficient personnel to perform the Work and that it will perform the Work in a manner consistent with the Standard of Care set forth above and with the Approved Schedule. The Owner shall not be responsible for any delays caused by the Contractor's failure to adequately staff the Work.

3.2.5 Contractor's Documents at the Work Location

A. The Contractor shall maintain at the Work Location for the Owner one record copy of all Contract Documents in good order and marked currently to record all Addenda and changes made during the Contract Term. The Contractor shall include copies of all Change Orders, Work Change Directives, Field Orders, and other written clarifications or interpretations with these record documents. These shall be available to the Owner's Representatives and shall be delivered to the Engineer upon completion of the Work or at the request of the Engineer. The Owner and the Owner's Representatives may use such documents in reviewing the Contractor's final Application for Payment.

B. The Contractor shall also maintain detailed records of the Work for its own files. The Contractor shall make these records available to the Owner for inspection upon request. The Contractor shall maintain such records for three years after the final completion date.

3.2.6 Contractor's Field Office

A. The Contractor shall provide its own office facilities at the Work Location, as required. Unless specifically listed herein, the Owner provides no Work Location facilities or Work Location area for the Contractor facilities of any kind such as field office and material storage. If the Contractor establishes a Work Location-based office, the Contractor shall provide and maintain adequate telephone facilities at this office during the full Term of the Contract. If the Contractor has a local business office, this office may serve as a Work Location office for this Contract, but the Contractor must maintain an operational cellular phone at the Work Location while performing Work.

3.2.7 Commercial Activities on the Work Location

A. The Contractor shall not establish any commercial activities, or issue concessions or permits of any kind to third parties to establish commercial activities on lands owned or controlled by the Owner, or within the boundaries of the Work Location. The Contractor shall not allow its employees to engage in any commercial activities on the Work Location.

3.2.8 Compliance with Referenced Specifications

A. All Work, materials, systems or operations specified by reference to standard trade specifications or to manufacturer's published specifications shall comply with the requirements of the referenced specifications, except as modified by the requirements of this Contract. The referenced specification used shall be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is

specified. In case of a conflict, the specifications that contain the more stringent requirements will govern.

3.2.9 Licenses

A. The Contractor shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations. The Contractor shall secure all licenses as required for the performance of the Work and shall pay all fees associated with securing them. The Contractor shall produce written evidence of licenses and other certifications immediately upon request from the Owner.

B. The Contractor shall ensure that any subcontractors or subconsultants retained to provide labor, services, or material for the Work are fully licensed and certified, as applicable.

3.2.10 Limitation of Accuracy of Informational Materials

A. For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Contractor understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Contractor as the only indication of Work conditions.

B. Unless otherwise stated, the data furnished by the Owner or the Engineer to the Contractor, or by the Contractor to the Owner or the Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.2.11 Permits

A. The Contractor shall secure, maintain, post as required, and pay for all building, plumbing, electrical, parking, roadway, railroad, shipping, freight, hazardous materials, and all other permits required for performance of the Work in full compliance with all applicable laws, rules and regulations. The Contractor shall perform all actions necessary to identify where permits are to be obtained and properly file for the permits.

B. The Contractor shall comply with all conditions of permits issued for the Work, either directly or indirectly, issued by federal, state, or local governmental agencies, which are hereby incorporated as part of these Contract Documents. The Contractor shall be solely responsible for resolving any issues and bearing all expenses including any damages suffered by the Owner that result from a finding of noncompliance during performance

of the Work by any of the respective regulatory agencies including, but not limited to, all costs for delays, litigation, fines, fees of any kind, and other costs.

3.2.12 Work Information

A. In the event the Contractor requires additional information regarding the scope, technical specifications, Work Locations, personnel requirements, or other information pertinent to the Work or Contract, the Contractor shall request such information or clarifications from the Engineer in writing. Within the bounds of the Engineer's authority, the Engineer may provide the requested information to the Contractor.

3.2.13 Engineer's RPR Status During Construction

A. The RPR shall have the responsibilities set forth herein for this Contract.

B. Review the progress schedule, schedule of Shop Drawings, and Sample Submittals and Schedule of Values prepared by the Contractor and consult with the Engineer concerning acceptability.

C. Attend conferences and meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

D. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations. Assist in obtaining additional details or information from the Owner, when required for proper execution of the Work.

E. Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations issued by the Engineer.

F. Record the date of receipt of Samples and approved Shop Drawings. Receive Samples which are furnished at the Site by the Contractor. Notify the Engineer of availability of Samples for examination. Notify the Engineer and the Owner if work is begun without reviewed shop drawings.

G. Consider and evaluate the Contractor's suggestions for modifications in the Drawings or Specifications and report such suggestions together with RPR's recommendations to the Engineer. Transmit in writing to the Contractor decisions as issued by Engineer.

H. Review of Work and Defective Work:

1. Conduct on–site observations of the Contractor's work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

2. Report to the Engineer whenever RPR believes that any part of the Contractor's work does not conform to the Contract Documents or will imperil the integrity of the Work as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; advise the Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. Inspections, Tests and System Startups:

1. Verify that tests, equipment and system start-ups and operating and maintenance training are conducted in the presence of appropriate the Owner's personnel and that the Contractor maintains adequate records thereof.

2. Observe, record, and report to the Engineer appropriate details relative to the test procedures and system start-ups.

J. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all of the Contractors, Subcontractors and materials and equipment Suppliers. Maintain records for use in preparing Work documentation.

K. Reports:

1. Furnish to the Engineer periodic reports as required of progress of the Work and of the Contractor's compliance with the Progress Schedule and Schedule of Shop Drawings and Sample Submittals.

2. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor.

3. Immediately notify the Engineer of the occurrence of any Site accidents, emergency, acts of God endangering the Work, damage to property, or discovery of Hazardous Materials.

L. Review Applications for Payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularity the relationship of the payment requested to the Schedule of Values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

M. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by the Contactor are applicable to the items actually installed

and in accordance with the Contract Documents, and have these documents delivered to the Engineer for review and forwarding to the Owner prior to payment for that part of Work.

N. Completion:

1. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of list of items to be completed or corrected.
2. Participate in a final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final list of items to be completed and deficiencies remedied.

3. Observe whether all items on final list have been completed or corrected and make recommendations to the Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

O. Limitations of the RPR's Authority: The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitute of material or equipment (including "or-equal" items).

2. Exceed limitations of the Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of the Contractor, the Subcontractors, the Suppliers or the Contractor's Superintendent.

4. Advise on, issue directions regarding, or assume control over safety practices precautions, and programs in connection with the activities or operations of the Owner or the Contractor.

5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the Engineer.

6. Accept Shop Drawings or Sample submittals from anyone other than the Contractor.

7. Authorize the Owner to occupy the Project in whole or in part.

8. Advise on issue directions, or assume control over means, methods, techniques, sequences, or procedures for the Contractor's Work.

3.2.14 Conflict of Interest

A. No member, officer or employee of the City during his/her tenure or for one (1) year after shall have any interest, direct or indirect, in this contract or proceeds thereof. The Contractor shall also include this statement in all subcontracts for this work.

SECTION 3.3: SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE

3.3.1 Acceptance of Work - After Receipt, Inspection, Usage and Testing

A. The Contract Administrator will make the determination when Work is completed and there is Final Acceptance by the Owner, with consideration to the Engineer's and the Inspector's recommendations.

B. Final Acceptance will be made by the Owner only in writing, and after adequate time to ensure the Work is performed in accordance with Contract Documents in accordance with Section 255.077, Florida Statutes. The Owner will reject any items delivered by the Contractor that are not in accordance with the Contract, and shall not be deemed to have accepted any items until the Owner has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defects in the work have become apparent.

C. The Owner may partially accept the Work. If the Owner elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Final Acceptance by the Owner, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

3.3.2 Substantial Completion

A. The Contractor shall notify the Owner in writing when a portion of the Work is ready for Substantial Completion and can be utilized for the purposes for which it was intended. The Contractor shall identify any deficiencies in the Work. Owner will inspect the Work and will give the Contractor written notice of either acceptance of that portion of the Work or additional deficiencies. The Contractor shall correct all deficiencies prior to Substantial Completion of the Work.

B. Whenever any portion of the Work is substantially complete and can be utilized for the purpose for which it was intended, the Owner may use it. Such use shall not be held in any way as a Final Acceptance of the Work or as a waiver of any provisions of the Contract.

C. Upon determination that the Work meets the requirements for Substantial Completion, the Owner will issue a Certificate of Substantial Completion.

SECTION 3.4: PRICE & PAYMENTS

3.4.1 Application for Payment and Payment Terms

A. The Contractor shall submit to the Engineer or the Engineer's RPR all Applications for Payment using the prescribed forms included in the Contract Documents and in accordance with the payment method agreed upon in these Contract Documents. The

Owner will pay the Contractor the amount requested less any authorized deductions or retainage set forth in the Contract Documents within thirty (30) days after receipt of an acceptable Application for Payment from the Contractor subject to the provisions stated below.

B. The Owner may reject any Application for Payment within twenty (20) calendar days after receipt. The Owner will return the Application for Payment to the Contractor stating the reasons for rejection. Upon receipt of an acceptable revised Application for Payment, the Owner will pay the Contractor the revised amount within ten (10) calendar days.

C. The Owner may withhold payment if the Owner reasonably believes the Contractor is in violation of any conditions or terms of the Contract Documents. Reasons for withholding payment to the Contractor include, but are not limited to, a reasonable belief by the Owner that it may suffer damages as a result of potential or actual claims attributable to the Contractor; inability of the Contractor to complete the Work in a timely manner; or any failure of the Contractor to perform its obligations hereunder. If the Owner reasonably believes Contractor is in violation of any conditions or terms of the Contract Documents and the Owner wishes to withhold payment from the Contractor, the Owner shall (i) provide the Contractor at least ten (10) days written notice of the Owner's intent to withhold such amount which states the basis for such withholding; and (ii) afford the Contractor an opportunity to cure or otherwise address the Commission's concerns.

D. The Application for Payment may be subject to the review of the Owner's Representative for purposes of determining compliance with the DIVISION 4: SUPPLEMENTAL CONDITIONS.

3.4.2 Retainage

A. Pursuant to Section 255.078, Florida Statutes, additional security for the proper performance of the Work, the Owner may deduct up to five percent (5%) retainage from the amount stipulated in the Invoice or Application for Payment and accepted by the Owner as eligible for payment. In accordance with Florida Statutes.

B. In the case of early termination of the Contract, all payments made by the Owner against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Contractor. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Contractor, the Contractor shall refund the excess amount to the Owner within ten (10) calendar days of determination or written notice.

3.4.3 Payment Method - Progress Payments and Schedule of Values

A. For the purposes of this Contract, the Contractor shall refer to the DIVISION 6: TECHNICAL SPECIFICATIONS.

3.4.4 Final Application for Payment

A. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up as-built record documents and other documents, the Contractor shall complete and submit to the Owner the final Application for Payment with consent of surety for final payment as notice that the Work, including the correction of all deficiencies, is complete. By submitting the final Application for Payment, the Contractor certifies the following:

1. That the Work has been satisfactorily completed;

2. That no liens have attached against the property and improvements of the Owner;

3. That no notice of intention to claim liens are outstanding;

4. That no suits are pending by reason of the Work;

5. That all workers' compensation claims known to the Contractor have been reported to the Owner;

6. That the surety provides a release; and

7. That no public liability claims are pending.

B. Within ten (10) calendar days of receipt of the Contractor’s final Application for Payment, the Engineer shall review the final Application for Payment and make a recommendation to the Owner. The Owner shall make final payment to the Contractor in accordance with the Application for Payment provisions of the Contract.

3.4.5 Prompt Payment to Subcontractors and Suppliers

A. When the Contractor receives payment from the Owner for labor, services or materials furnished by Subcontractors and Suppliers that are hired by the Contractor, the Contractor shall remit payment due (less proper retainage) to those Subcontractors and Suppliers within fifteen (15) calendar days after the Contractor's receipt of payment from the Owner and obtain a Release of Lien for each payment made. Nothing herein shall prohibit the Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and Suppliers. In the event of such dispute, the Contractor may withhold the disputed portion of any such payment only after the Contractor has provided written notice to the Owner and to the Subcontractor and Supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Contractor shall deliver such notice to the Owner and to the said Subcontractor or Supplier within ten (10) calendar days following the Contractor's receipt of payment from the Owner. The

Contractor shall pay all undisputed amounts due within the time frames specified herein.

B. The Contractor shall submit a Release of Lien for the prior month's payment included in any Application for Payment.

C. The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between the Owner and any Subcontractor, Supplier, or any third-party, nor create any Owner liability for the Contractor's failure to make timely payments as required. The Contractor's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to the Owner.

3.4.6 Taxes

A. The Contractor shall include the cost of all applicable State and Local Sales Taxes in the submitted Bid Price. The Owner reserves the right to directly purchase any materials or equipment to reduce project costs due to State and Local Sales Taxes. A deductive Change Order will be drafted to remove any Owner Direct Purchases from the Contract.

B. The Contractor shall be responsible for the payment of any applicable State and Local taxes relating to the purchase of equipment and materials required for the completion of this project.

3.4.7 Allowances

A. When the Contract Documents indicate that the Owner has provided the Contractor with an allowance for specified portions of the Work, the Contractor shall provide such Work in a manner acceptable to the Owner.

B. Allowance items shall include all costs to the Contractor (less any applicable trade discounts), including all applicable taxes, costs for unloading and handling materials and equipment at the Site, labor, installation, overload, profit, and other expenses set forth in the Contract Documents as part of the allowances.

SECTION 3.5: INSURANCE & INDEMNITIES

3.5.1 Environmental Indemnity

A. The Contractor shall hold harmless, indemnify, and defend the Owner and the Engineer, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness

fees and attorney fees) arising from or in connection with (a) the Contractor's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Contractor's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this contract by the Contractor or any Party at any time on or after the effective date of the contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Contractor or any Party. The Owner will be entitled to control any remedial action or any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

3.5.2 Indemnification

A. The Owner may withhold payment if the Owner reasonably believes the Contractor is in violation of any conditions or terms of the Contract Documents. Reasons for withholding payment to the Contractor include, but are not limited to, a reasonable belief by the Owner that it may suffer damages as a result of potential or actual claims attributable to the Contractor; inability of the Contractor to complete the Work in a timely manner; or any failure of the Contractor to perform its obligations hereunder. If the Owner reasonably believes Contractor is in violation of any conditions or terms of the Contract Documents and the Owner wishes to withhold payment from the Contractor, the Owner shall (i) provide the Contractor at least ten (10) days written notice of the Owner's intent to withhold such amount which states the basis for such withholding; and (ii) afford the Contractor an opportunity to cure or otherwise address the Commission's concerns.

3.5.3 Insurance Requirements

A. Before starting and for four years beyond Final Acceptance of the Work, and without limiting its liability under the Contract, the Contractor shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Schedule	**Amount**
<u>Workers' Compensation</u>	
Florida Statutory Coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) As required by law (Employer's Liability)

Contractor's General Liability	
Completed Operations and Products Liability	$1,000,000/occurrence, $2,000,000 annual aggregate
Property damage and bodily injury	

Personal Injury Liability
Property Damage Liability insurance will provide Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate

Automobile Liability	
Bodily Injury	$2,000,000/person
Property Damage	$400,000/accident

Contractual Liability	
Bodily Injury	$2,000,000/accident
Property Damage	$1,000,000 annual aggregate

Builder's Risk Insurance
Amount to be determined by Owner

B. The Contractor's General Liability policies shall be effective for four (4) years after the Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above.

C. The Contractor shall specify the Owner and the Engineer as additional insureds for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Owner.

D. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Owner. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to the Owner for approval.

E. The Contractor's and its Subcontractors' Certificates of Insurance shall be mailed to the Owner at City of Wauchula, 126 South 7th Avenue, Wauchula, Florida 33873.

F. The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the Owner.

G. Any subcontractors of the Contractor shall procure and maintain the insurance required of the Contractor hereunder during the life of the subcontract. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by the Contractor.

3.5.4 Title and Risk of Loss

A. Ownership, risks of damage to or loss of the Work shall pass to the Owner upon Final Acceptance of the work. The Contractor shall assume all risk of loss or damage to the Work while items are in transit and/or in the Contractor's custody until such time that the Owner issues written notice of Final Acceptance of the work.

SECTION 3.6: GENERAL PERFORMANCE OF WORK

3.6.1 Care of Property Owners

A. The Contractor agrees to provide excellent customer service throughout the execution of the Work during both scheduled Work hours and Overtime in the manner, as a minimum, as set forth below:
   1. The Contractor shall notify the affected property owners prior to any planned outages, line flushing, valve simulations and driveway construction. The notification will be produced by the Contractor and approved by the Owner's Representative.

   2. Within one (1) business day of receiving a concern from a property owner regarding the Work, the Contractor shall notify the Engineer in writing of each customer concern reported directly to the Contractor's personnel. Such notification shall include, as a minimum: the Contractor's name, date and time the concern was communicated to the Contractor, the name, address and phone numbers for the affected party, the nature of their concern and any action that was taken or any action currently underway to resolve the concern.

3.6.2 Workmanship

A. In addition to performing its Work in accordance with the Standard of Care, the Contractor shall perform all Work in a safe, workmanlike and professional manner, and so as to render a neat and uniform appearance. The Contractor shall handle all material in such a way as to preserve its finish and protective coatings from damage. General arrangement shall be satisfactory to the Engineer.

3.6.3 Work Location Cleanliness

A. The Contractor shall, at all times, keep the Work Location free from an accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Contractor shall remove all waste materials and any rubbish from and about the project, as well as any tools, construction equipment, machinery and surplus materials, in accordance with applicable laws, rules and regulations. If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided elsewhere in the Contract and charge the cost thereof to the Contractor.

3.6.4 Surveying

A. Unless specifically stated in the Contract Documents as being provided by the Owner, the Contractor shall be responsible for all surveying necessary to commence and perform this Work. The Contractor shall employ a land surveyor registered in the State of Florida to reference and restore all property corners and/or monuments that may have been disturbed and to ensure accurate horizontal and vertical control during the construction of this project and for staking locations for new structures. Height and spacing of stakes are to be as specified elsewhere herein or as directed by the Engineer.

B. All Work shall be done to the lines, grades and elevations shown on the drawings. Any Work improperly located may be ordered removed and replaced at the Contractor's expense. The Contractor shall be responsible for making its own determination of water table variations and shall not assume that any water levels shown by the aforesaid boring data will necessarily be maintained at the level indicated. The Contractor shall investigate the conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its Work including, but not limited to, the making of borings.

SECTION 3.7: SCHEDULES

3.7.1 Preliminary Schedules

A. Within ten (10) calendar days following the Effective Date of the Agreement, the Contractor shall submit to the Engineer the following items:

1. Preliminary Progress Schedule stating days or dates for starting and completing the various stages of the Work in an orderly manner within the Contract Times, indicating any milestones specified in the Contract.

2. Preliminary Schedule of Submittals, showing a reasonable schedule for reviewing and processing required submittals

3. Preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and reasonably subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Prices shall include all overhead and profit.

4. Preliminary Schedule of Progress Payments (Draw Schedule).

B. No later than ten (10) calendar days prior to the date for the submittal of the first Application for Payment, the Contractor and the Engineer shall meet to review the acceptability of the Progress Schedule, the Schedule of Submittals and the Schedule of Values. The Contractor shall have an additional ten (10) calendar days following such meeting to make any adjustments and to resubmit the schedules.

C. The Engineer’s approval of the any of the Schedules shall not relieve the Contractor of its sole responsibility for the Progress Schedule, the sequence and scheduling of Work, and the progress of the Work.

D. No progress payments shall be made to the Contractor until the Engineer has approved the Schedules.

E. Upon reasonable written request from the Owner, the Contractor shall furnish to the Owner such evidence as the Owner may reasonably require relating to the Contractor’s ability to fully perform the Work in the manner and within the time specified by this Agreement.

3.7.2 Work Days

A. The work schedule is established on the basis of working five (5) days per week, eight (8) hours per day. The Owner may require the Contractor to base its schedule on an accelerated Work Schedule or multiple shifts. The Contractor shall not schedule work on Holidays without obtaining prior written approval from the Owner.

B. The Contractor shall, at no additional cost to the Owner, increase or supplement its working force and equipment and perform the Work on an Overtime or multiple shift basis when directed by the Owner and upon notification that the Contractor is behind schedule. The Contractor shall submit a revised schedule in writing demonstrating the Contractor's schedule recovery plans.

C. The Contractor understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather (except as set forth in Section 19, “Force Majeure”), or accidents, and the occurrence of such events will not relieve the Contractor from the requirement of meeting the Approved Schedule.

3.7.3 Changes to the Progress Schedule

A. The Contractor may submit proposed revisions to the Progress Schedule to the Engineer for review provided that they do not change the Contract Time, and the Engineer may adjust the Progress Schedule from time to time.

B. Proposed changes to the Progress Schedule that change the Contract Time will only be made in accordance with Section 14, “Changes to Work.” Adjustments to the Contract Time shall only be made via Change Order.

C. The Contractor shall refer to the DIVISION 6: TECHNICAL SPECIFICATIONS for additional information regarding Progress Schedules.

SECTION 3.8: MATERIALS, TOOLS & EQUIPMENT

3.8.1 Temporary Utilities

A. The Contractor shall furnish and install all temporary water, electricity and other utilities required to accomplish the Work. The Contractor shall obtain the water required for carrying out the Work from fire hydrants, existing water main connections, or new connections approved by the Owner. The Contractor shall install a back flow preventer and water meter assembly if construction water is necessary. Upon Substantial Completion of Work, the Contractor shall remove all evidence of temporary connections and lines.

B. Prior to initiating any construction Work, the Contractor shall coordinate and schedule the provision of temporary utility service required during construction and arrange for the permanent installation and connection of utilities for the completed Work.

3.8.2 Material Delivery Locations

A. The Contractor shall notify, in writing, the Engineer of all planned material delivery/receiving locations. Such notification shall be prior to initiation of shipment. The Engineer will provide the Contractor with specific written approval for each delivery/receipt location, which will not be unreasonably withheld.

3.8.3 Storage of Equipment

A. The Contractor shall be responsible for all storage of materials, equipment, vehicles, tools, and all other items associated with the Work. Such storage shall comply with applicable regulations appropriate for the items being stored to ensure suitable care for items and protection from theft, vandalism, or inappropriate use. The Contractor is solely responsible for the costs for such storage, unless otherwise indicated in the Contract Documents, and any costs associated with noncompliant storage including, but not limited to, loss and damage to items. In the event that the Owner directs the Contractor to stop the Work, costs associated with storing equipment or materials will be compensated in accordance with the provisions stated herein in Section 14, "Change in Work." The Contractor shall ensure that the Engineer has access to Work-related storage on an as needed basis during regular Work Hours and Overtime.

3.8.4 Contractor Laydown Area

A. In the event the Contractor decides to utilize public or private property as a laydown area, the Contractor shall enter into a written agreement with the entity or individual who owns the property. The Owner shall have access to all laydown areas. Upon submission of the Contractor's first Invoice or application for payment to the Owner, the Contractor shall provide the Owner with a copy of such signed written agreement. The Contractor shall submit to the Owner a letter of release from the entity in connection with Contractor's final Application for Payment to the Owner.

3.8.5 Substitutions

A. Whenever materials or equipment are specified or described in the Contract by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required.

B. Materials or equipment of other suppliers may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named.

C. The Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.

D. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's completion of the Work within the Contract Time,

whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other Contract directly with the Owner for Work on the Contract) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fees, royalties, permits or any other costs.

E. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated.

F. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Companies affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute.

G. Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor.

H. The Engineer may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed substitute.

I. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if the Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract.

J. The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the Contractor's time for completion of the Contract.

K. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed or utilized without the Engineer's prior written notice, which shall be evidenced by a Change Order.

L. The Owner may require reimbursement for the cost associated with the Engineer’s evaluation of substitutions.

M. The Owner may require the Contractor to furnish, at the Contractor's expense, special performance guarantee bonds or other surety with respect to any substitution.

3.8.6 Disposition of Salvage Material

A. All material to be removed from the Work Location, relocated or salvaged, shall be inspected by the Engineer immediately prior to removal, and the Engineer's decision as to the salvageability shall be final. Such material that can be salvaged, in the opinion of the Engineer, shall be stored at the Work Location on-site by the Contractor, as and where directed by the Engineer, or delivered to a location as directed. Under no circumstances may existing structures, plant or facilities be removed or demolished without obtaining prior written approval from the Contract Administrator.

3.8.7 Tools and Equipment

A. All tools and equipment used in the performance of the Work shall be used as intended by the manufacturer and in accordance with manufacturer operating manuals and industry practices, whichever is more stringent. The Contractor shall ensure that all tools and equipment used in the performance of the Work shall be of the size and quality suitable for safe and efficient performance of the Work. If the Contractor-provided tools and equipment do not meet these requirements, or if in the sole opinion of the Owner formed after considering relevant factors, the tools or equipment are inappropriate for performance of the Work, the Contractor agrees to remove the unacceptable tools and equipment and obtain tools and equipment the Owner considers suitable. Such replacement shall be entirely at the Contractor's expense, and no change to Contract Time will be allowed.

B. The Contractor is responsible for furnishing the security of any and all tools and equipment required to perform the Work.

SECTION 3.9: SAFETY & SECURITY

3.9.1 Safety and Protection Precautions

A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, all Owner procedures and policies, and orders of any public body having jurisdiction for the safety of persons or protection of property. The Contractor understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Contractor is responsible for all Owner damages associated with such termination.

B. The Contractor shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform the Work safely.

C. The Contractor understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any Owner directed safety improvements. The Contractor further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by the Owner or the Owner’s Representatives to prevent harm to persons or damage to equipment does not, in any way, relieve the Contractor of this responsibility.

D. The Contractor’s Representative, or alternatively, the Contractor’s Supervisor, shall be designated as the Contractor's individual responsible for the prevention of accidents.

E. The Contractor shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

3.9.2 Emergency Events

A. In the event that a system-wide emergency arises during the Term of this Contract for which the Owner requires assistance from the Contractor including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Contractor acknowledges the importance of Owner infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of the Owner. The Owner shall notify the Contractor when an emergency event occurs and the Contractor agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Contractor has not been notified by the Owner, the Contractor shall make all efforts to contact the Owner to determine if and how it should respond. The Owner agrees to reimburse the Contractor for its actual costs incurred, plus overhead and profit, the total not exceeding twelve percent (12%), and any one-time expended cost incurred as a result of supporting the Owner during the emergency event.

3.9.3 Emergency Procedures

A. In emergencies affecting the safety of persons, the Work or property at the Work Location or any other area adjacent thereto, the Contractor, without special instructions or authorization from the Owner, is obligated to act to its best ability, to prevent threatened damage, injury or loss to the Work, any persons, or property. The Contractor shall give the Owner prompt written notice describing the emergency, its cause, actions taken, injuries and casualties, property damage, other damages, and impact on continued performance under this Contract.

3.9.4 Storm Preparedness

A. In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Contractor shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Contractor shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than twenty-four (24) hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by the Owner to do so. These activities are considered a regular part of the Work, regardless of the frequency they are required.

3.9.5 Weather Protection

A. The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against weather conditions and for handling all storm, flood and ground water, sewage, or other seepage, that may be encountered during the performance of the Contract. The Contractor shall provide for such contingencies and for carrying on the Work in freezing weather by methods that meet with the approval of the Engineer. If the Contractor fails to provide such protection, or in the event of an emergency, the Owner may provide such protection at the Contractor's expense.

3.9.6 Project Security

A. The Contractor shall provide, at its expense, on-site security personnel at any time the facility's perimeter is unsecured, including but not limited to, alarms disabled, fences or gates down, traffic flows that require gates to be opened repeatedly and/or for more than one hour of the work day. The Contractor shall schedule security personnel. Where existing lighting is disabled or otherwise impacted by the Work, the Contractor shall provide temporary lighting equal to or exceeding that which exists.

3.9.7 Protection of the Environment

A. The Contractor shall immediately notify the Owner of any Hazardous Materials encountered during the Work and shall immediately cease work in the affected area until further direction is received from the Owner.

B. The Contractor and its Subcontractors and Suppliers shall comply with all applicable laws, rules and regulations including, but not limited to, all Environmental Requirements.

C. Asbestos, Lead, or Toxic Mold may be present at the Work Location. The Contractor shall notify the Engineer immediately upon discovery of asbestos, lead, toxic mold. The Contractor shall not disturb or remove known or discovered asbestos, lead, or toxic mold unless directed by the Engineer.

D. Hazardous Materials:

1. The Contractor shall bear full responsibility including, but not limited to, payment and liability for the transportation, use and disposal of any Hazardous Materials under the Contractor's control during the performance of the Work. Disposal of Hazardous Materials should only be disposed of at Owner approved facilities. The Contractor shall provide the Owner with appropriate documentation showing proper disposal of its Hazardous Materials.

2. The Owner has identified and labeled equipment known to contain PCBs. The Owner will remove and transport any equipment so identified. The Contractor shall not remove or transport any equipment containing PCBs. The Contractor shall immediately notify the Owner of any questionable or unmarked equipment and the Owner will arrange for testing and identification.

E. Toxic Substances Introduced by the Contractor:

1. The Contractor shall notify the Engineer in writing of the type, quantity and disposal method of any toxic substance used during the performance of the Work. The Contractor shall be solely responsible for the use and disposal of any such toxic substances. The Contractor shall submit cleanup procedures to the Owner for review and written approval prior to the use of the toxic substance. In the event that a toxic substance escapes into the environment, the Contractor shall immediately notify the Engineer in writing of the occurrence and the actions taken. In the event that the Contractor encounters toxic substances in the course of construction, the Contractor

shall immediately notify the Engineer verbally, with a written notification to follow. The Engineer shall arrange for disposal by the Owner.

2. The Contractor will be solely responsible for all waste material including paints, lubricants, fuels, solvents, and other chemicals used in connection with the Work. The Contractor will provide proper containers for waste materials and comply with all applicable laws, rules and regulations in their disposal. The Contractor will dispose of all empty containers off-site as soon as possible. The Contractor will designate one area for transferring paints and solvents from large containers (55-gallon drums) into smaller containers for daily use.

F. The Contractor understands and agrees that the Work Location may include wetlands or other environmentally sensitive areas. The Contractor shall not enter these areas during the performance of its Work, unless specifically authorized by the Engineer and appropriate state and federal permits have been obtained.

G. The Contractor and/or Subcontractor's employees shall not endanger wildlife species or domestic animals of any kind.

H. The Contractor shall immediately cease any activity that causes or results in a violation of the Owner's or the Contractor's environmental permits or federal, state and local laws and regulations. Such violation shall immediately be reported to the Engineer verbally, with written notification to follow. All additional costs due to the Contractor's noncompliance with the applicable environmental permits or Environmental Requirements shall be paid by the Contractor.

SECTION 3.10: OTHER WORK AND OTHER PROPERTY

3.10.1 Encroachments on Rights or Property

A. The Contractor shall be solely responsible for any encroachments on public property or on the rights or property of adjoining property owners to the Work Location, and shall hold the Owner harmless because of any encroachments that may result because of the Contractor's improper layout. In this regard, the Contractor shall, without extra cost to the Owner, remove any Work or portion of any Work that encroaches on the property other than that of the Work Location, or that is built beyond legal building or setback limits. The Contractor shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

3.10.2 Interference With Existing Utilities

A. The Contractor acknowledges and agrees that there is a possibility that existing the Owner or other utility facilities may cross and/or lie parallel to excavations in the area where Work will occur. Although the Owner may indicate recorded obstacles on the drawings, it does not warrant that other subsurface obstacles do not exist. The Contractor shall be responsible for verifying the data furnished by the Owner and for fully investigating and locating additional obstructions including every type below, on or above the ground. The Contractor should regard these impediments as normal to construction. All costs for performing such work shall not be paid for separately, but shall be included in the Contractor's costs on the Bid Form.

B. The Contractor shall comply with all requirements of the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes.

C. In the event the Contractor encounters an unidentified utility during performance of the Work, the Contractor shall promptly cease Work in the affected area and shall immediately notify the Owner’s Representative in writing. The Owner will investigate the area and propose remedial actions in accordance with the provisions stated herein in the Section 14, "Changes to Work."

D. The Contractor shall work in cooperation with the Owner and representatives of existing utilities to plan and coordinate putting new Work into service so as not to interfere with the operation of the existing utilities. Such plans shall be adhered to unless deviations therefrom are expressly permitted in writing by the Contract Administrator.

E. The Contractor shall at all times conduct the Work in a manner that interferes as little as possible with the existing utilities. Any cables exposed during construction, whether energized or not, must be handled and protected as if they are energized. The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Contractor shall not obstruct

existing gutters, ditches and other runoff facilities. When working in the vicinity of overhead lines, the Contractor shall request line rubber protection and pole holding services from the Owner of the overhead lines at least ten (10) calendar days in advance of performing the work.

F. The Contractor shall be solely responsible for any damages, interferences, and interruptions of service caused to any utility's assets and services including water, sewer, electric, telephone, gas, cable, and other utility services, that result from the Contractor's failure to fulfill the above stated requirements.

G. In the event the Contractor damages an existing utility, the Contractor shall immediately notify the property owner, the owner of the damaged utility and the Engineer. Should the damage cause an interruption of service, the Contractor shall be responsible for restoring service as soon as possible; however, the Contractor shall not make repairs, other than any required to restore safe conditions, without the approval of the property owner, or the owner of the damaged utility. The Contractor shall be responsible for coordinating any repair effort, and any associated costs should the utility owner or a licensed repair contractor be required to make the repair. The Owner reserves the right to deduct any unsettled claim amount from Contractor's invoices until such time as the claim is satisfactorily resolved.

3.10.3 Interference with Other Owner Work or Other Companies

A. The Contractor shall perform the Work in a manner that minimizes the interference with other Owner work, or with work performed by other companies. The Contractor shall coordinate the Work with other persons and companies employed by the Owner. If a difference of opinion regarding scheduling or coordination of the work arises between the Contractor and another Owner contractor(s) performing work at the Work Location, the Owner may arbitrate the matter. In such cases where the Owner makes a decision regarding the scheduling or coordination of the work, the Contractor agrees to fully abide by the Owner’s decision. Unless otherwise agreed in writing by the Owner, the Owner will not be responsible for additional costs.

B. Any claims arising against the Contractor from damages to other companies' work, equipment, machinery, tools or other property shall be settled directly between the Contractor and the other companies involved. The Owner will not, in any way, be a party to arbitrating or mediating any such disputes, nor shall the Owner be responsible for any costs associated with such disputes.

3.10.4 Interference with Railroads

A. The Contractor shall not build across, into, over or under, either temporarily or permanently, any portion of a railway or railway right-of-way without first obtaining all required permits. If the Contractor's operations render any railroad unsafe, the Contractor shall immediately notify the Engineer, and the railroad owner and take appropriate actions and such temporary safeguards as required to protect life, limb, and property, and to maintain orderly traffic.

B. The Contractor shall procure all railroad permits required for the Work beyond those procured by the Owner and the costs for such permits shall be included in the Bid Documents. All costs associated with railroad fees for railroad flagmen, watchouts, inspectors, supervisors, any additional training of Contractor's employees that is required by applicable laws, rules and regulations when performing Work in association with railways, any certifications required for successful completion of the Work and all other associated costs shall be included in the Bid Form.

3.10.5 Interruption of Service

A. The Contractor shall not operate any valves, nor otherwise interrupt water and/or sewer service, without first obtaining permission from the Owner. The Owner shall be present during any interruption of service.

B. If the Contractor must shut down a main or portion of a main, thereby causing an interruption of water service, the Contractor shall provide the Owner with the following information, in writing, a minimum of five (5) business days in advance of any anticipated interruption of service:

1. Date and time of outage.

2. Purpose of the outage.

3. Map of the area to be affected by the outage.

4. Letter stating all offices, businesses, and residents have been or will be notified by the Contractor at least four (4) business days in advance of the outage (unless the Owner chooses to issue such notification).

C. The Contractor is not authorized to proceed with the requested Work without prior written notice from the Owner that such actions are approved.

D. In the event of a major emergency that endangers life or property, the Contractor may take immediate action before notifying the Owner. In all cases, however, the Owner shall be notified in writing at the earliest opportunity after addressing the emergency.

3.10.6 Protection of Existing Facilities and Grounds

A. The Contractor shall be responsible for protecting all the existing facilities including, but not limited to, buildings, lawns, landscaping, sprinkler systems, and pavements, both public and private, that are encountered during the performance of the Work. At all times, the Contractor shall cooperate with the owners of such facilities by arranging and performing the Work in and around such facilities in a manner that facilitates their preservation, relocation, and/or reconstruction. The Contractor shall be responsible for the full restoration or replacement if the Contractor damages such facilities during or resulting from performance of the Work.

B. The Contractor shall verify the existing dimensions and clearances before laying out the Work. When the Work involves the laying of utility lines across landscaped areas and grassed areas, which may include, but is not limited to, irrigation systems, streets, sidewalks, and other paved areas, the Contractor shall protect and preserve all trees, shrubs, palms, landscaping, etc., and restore such areas and all paved areas to their original sound conditions using construction techniques and materials that are the same as existing including replacing plants and trees with those of similar size and age. In the case of planted areas, the Contractor shall maintain the restoration Work until positive growth has been acknowledged in writing by the Engineer.

C. All costs for such restoration and replacement work shall be included in the associated lines on the Bid Form, and shall not be paid for separately.

D. The Contractor shall not (except upon written consent from the property owner and Contract Administrator) enter or occupy with workers, tools, equipment or vehicles any land outside the easements, right-of-ways, or the Owner's property.

3.10.7 Temporary Closure of Roadways

A. The Contractor shall not close or obstruct any portion of a street, road, or private way without first obtaining permits. If any street or private way is rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work and the public and for the orderly maintenance of traffic. All costs associated with temporary closure of roadways shall be included in the Bid price.
B. The Contractor shall notify the police and fire departments in writing if it will be necessary to close a street. The Contractor shall copy the Owner on all correspondence relating to street closure. The Contractor shall notify the police and fire departments prior to closure of the street. The Contractor shall be responsible for maintaining proper coordination with the proper authorities.

C. Temporary closure of business entrances must be approved in writing by and coordinated with the Owner.

D. For the purposes of this Contract, the Contractor shall refer to the DIVISION 6: TECHNICAL SPECIFICATIONS.

SECTION 3.11: DRAWINGS

3.11.1 Shop Drawings

A. The Contractor shall submit all Shop Drawings according to the Schedule of Submittals approved by the Engineer and the DIVISION 6: TECHNICAL SPECIFICATIONS.

B. Shop drawings shall establish the actual quantities, dimensions, materials and specified performance and design details of all manufactured or fabricated items, services and

equipment that Contractor proposes to provide for the Work; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

C. Shop drawings shall be complete in every detail, properly identified with the Contract name, Contract and subsection number for identification of each item, and state the qualifications, departures or deviations from the Contract, if any. Shop drawings for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the Contractor and the Engineer.

D. In checking the Shop Drawings, the Contractor shall:

1. Verify all dimensions and field conditions, and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose Work is related thereto, as required for proper and complete installation of the Work.

2. Verify all rough-in and connections for utilities shall conform to approved equipment Shop Drawings

3. Review and coordinate each Shop Drawing with other Shop Drawings and the Contract Documents

4. Determine and verify all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety programs.

E. The Engineer will review the Shop Drawings and will return them to the Contractor stamped to indicate the action taken. For planning purposes, the Contractor shall allow a minimum of two (2) weeks for review of each Shop Drawing. The stamp will indicate that the Shop Drawing is "No Exception Taken", "Make Corrections Noted", "Revise and Resubmit" or "Rejected". Only those Shop Drawings stamped "Revise and Resubmit" or "Rejected" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. The Shop Drawings stamped "No Exception Taken" or "Make Corrections Noted" will be returned to the Contractor, who will be responsible for obtaining prints thereof and distributing them to the field and Subcontractors.

F. At the same time the Engineer returns a reviewed submittal to the Contractor it will forward two copies of each item stamped "No Exception Taken" or "Make Corrections Noted" together with any conditions of approval, to for field and office use. The Engineer may revoke approval of Shop Drawings, should field conditions so dictate.

SECTION 3.12: INSPECTIONS, QUALITY & REPORTING

3.12.1 Contractor's Daily Reports

A. The Contractor shall complete and submit daily reports for each calendar day of the Work, starting with the date of the Notice to Proceed, and said reports shall be submitted to the Owner's Representative by noon of the following workday. The Contractor's failure to submit the daily reports as specified herein will be grounds for withholding payments.

B. Upon review of the Contractor's Daily Reports, any discrepancies in the information noted by the Owner's Representative will be provided to the Contractor. A revised Daily Report will be resubmitted within one (1) business day.

3.12.2 Reporting

A. The Contractor shall provide the reports as defined in the Contract Documents. The Contractor shall refer to DIVISION 6: TECHNICAL SPECIFICATIONS.

B. Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included they are to be used. Where they are not included, the Contractor shall provide a sample of its proposed report format for each report to the Engineer at least one (1) week prior to its initial due date. The Engineer will review and either approve or reject the use of the report. Where the proposed report is rejected, the Contractor shall resubmit revised report formats, until the Engineer approves format. The Reporting Cycle shall begin on the Notice to Proceed date or the date of the purchase order, if used.

C. Where the Contract calls for reports to be submitted by the Contractor, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Engineer.

3.12.3 Quality Control and Quality Assurance

A. The Contractor shall provide Quality Control to ensure the Work is performed in accordance with the Contract and in adherence with the Standard of Care. Quality Control shall be appropriate for the nature of the Work, and shall be conducted in a manner consistent with sound quality management and industrial engineering principles. The Contractor shall have only personnel trained in Quality Control techniques and experienced with the nature of the Work perform the Quality Control function.

B. The Owner may perform Quality Assurance activities. Such activities, whether performed or not, do not in any way limit or reduce the Contractor's requirements. The

Owner may become aware of quality related problems during its performance of Quality Assurance, but has no obligation to notify the Contractor of its findings. The Contractor shall provide access to all areas of Work, including the Contractor's facilities, for the Owner's Quality Assurance personnel and the Owner's Representatives. The Owner will conduct Quality Assurance activities so as not to excessively interfere with the Work, however, where the Owner Quality Assurance personnel request specific actions of the Contractor, the Contractor shall comply with the request and agrees that such compliance is included as part of its Contract Price.

C. The Contractor shall refer to DIVISION 6: TECHNICAL SPECIFICATIONS.

3.12.4 Inspections and Testing

A. The Owner, or its designated representatives, will perform inspections at the Contractor facilities during normal business hours and in a manner that minimizes disruption to the normal day-to-day work activities of the Contractor. Contractor shall provide safe and proper facilities for inspection access and observation of the Work and also for any inspection or testing by others.

B. If the Contractor has covered or concealed any Work from inspection in any way that the Engineer has not specifically requested prior to the Owner's Representative's inspection, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available the portion of the Work in question for observation, inspection or testing as the Engineer may require. The Contractor shall furnish all necessary labor, material and equipment to make such Work available.

C. The Contractor shall bear all expenses of uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including, but not limited to, compensation for additional professional services required by the Owner, and no change in Contract Time will be considered as a result of the foregoing.

D. The Owner may, at its sole discretion, grant the Contractor an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

E. All materials and equipment used in the construction of the Contract shall be subject to adequate inspection and testing in accordance with accepted standards. The Contractor shall select the laboratory or inspection agency for making all tests required by the specifications, and shall pay for this laboratory service direct, as a part of this Contract.

G. The Contractor shall pay for all required testing of materials and equipment. Two (2) copies of each test showing certification of each test shall be furnished to the Engineer immediately after such test has been made and with the exception of concrete, prior to delivery of the materials or equipment tested to the Work Location. The Owner will not accept the materials or equipment until tests have been approved.

H. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. Test requirements for all materials are set out in the detailed specifications for that particular material. All materials and equipment prior to being incorporated in the Work, and required by the Engineer to be tested, shall be tested for conformance with contractual requirements. Standard items of a uniform nature may be accepted on the manufacturer's certification. Where specific performance and/or quality is referred to, it is the Contractor's responsibility to have the necessary tests performed by qualified persons to show that the contractual requirements are being met except those tests named in the Contact Documents to be performed by the Owner. Certified test results shall be submitted promptly in quadruplicate to the Engineer for review. All tests shall be performed in accordance with referenced standards. Where no reference is made, tests shall be performed in accordance with the methods prescribed by the American Society for Testing and Materials or such other organization as would be applicable.

I. The Contractor shall pay for any retests resulting from its failure to provide Work that passes required tests.

J. The Engineer, or the Owner appointed Inspectors may inspect any and all materials and Work. Such inspection may extend to any or all parts of the Work and to the preparation and manufacture of the materials to be used. The Inspectors shall not be authorized to alter, revoke, enlarge or relax the provisions of the Contract, nor will they be authorized to approve or accept any portion of the completed Work, nor to issue instructions contrary to the Contract. The Inspector shall inform the Engineer of the progress of the Work and the manner in which it is being done, and notify the Contractor of any infringement upon the Contract Documents. The Inspectors will have the authority to reject defective materials or to suspend any Work that is being improperly done subject to the final decision of the Engineer.

3.12.5 Performance Evaluation

A. The Owner may, upon completion of the Work or at any time during the Work, issue to the Contractor a written performance evaluation of the Contractor's performance of Work under this Contract. The evaluation will be based upon the Owner’s and the Engineer’s reports, inspections, and first-hand experience in dealing with the Contractor and the Contractor’s representatives. The performance evaluation will indicate whether the Contractor’s performance has been deemed “Satisfactory,” “Unsatisfactory” or “Top Performance” with regard to the following criteria:

1. Timeliness;

2. Customer Service to Owner;

3. Care of Owner’s Customers;

4. Financial Performance;

5. Quality of Workmanship;

6. Quality of Materials & Equipment;

7. Safety;

8. Environmental;

9. Compliance with MBE/WBE Requirements; and

10. Project Administration.

SECTION 3.13: OWNER-FURNISHED ITEMS

3.13.1 Conditions of Provisioning

A. The Contractor understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by the Owner.

B. Any use of Owner-furnished items on non-Owner work is a breach of the Contract and a violation of the law. All Owner-furnished items are the property of the Owner when issued, stored by Contractor, and used in performance of the Work. The Contractor agrees that it shall use all Owner-furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the Owner-furnished item, the skills of the individuals using the Owner-furnished item, and all environmental conditions. The Contractor understands and agrees that where the Owner and the Contractor shall share Owner-furnished items, Owner usage shall always have priority over Contractor usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Contractor.

C. The Contractor agrees to return to the Owner, and to the location as established by the Engineer, any unused or salvageable items prior to final payment. The Contractor agrees that the Owner has the right to audit and investigate at any time how the Contractor is using Owner-furnished items. The Owner will bill the Contractor for unaccountable Owner-furnished material at the current Owner cost.

3.13.2 Access to Work Locations

A. The Owner will provide, as indicated in the Contract Documents, and no later than the date when needed by the Contractor, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Contractor's use. The Owner will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

3.13.3 Contract Documents

A. After Contract Award, the Owner will furnish a maximum of one (1) complete set of the Contract Documents, or portions requested thereof, upon request by the Contractor. Additional copies will be supplied at cost to the Contractor.

3.13.4 Site Conditions

A. The Owner will provide to Contractor test data results from field tests. Such data has been determined by the Owner to be sufficient to describe the conditions to be expected during the performance of the Work. The Contractor shall not be entitled to any claim for additional costs associated with any ground related Work, unless the actual conditions found substantially differ from those described by the test data.

B. The Contractor is responsible for verifying Site conditions and obtaining additional data as the Contractor deems necessary. The Contractor will be responsible for all costs associated with the gathering of additional Site data.

SECTION 3.14: CHANGES TO WORK

3.14.1 Unforeseen Conditions

A. The Contractor understands and agrees that it is its responsibility to conduct due diligence prior to the start of Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Contractor's failure to fulfill the above requirements, the Contractor understands and agrees that it will be responsible for all costs associated with the changed condition.

B. In the event, however, that the Contractor exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in Article 3.14.2 below titled "Changes in the Work and Change Orders."

3.14.2 Changes in the Work and Change Orders

A. The Engineer may issue to the Contractor a written Field Order to authorize minor changes to the Work having no impact on Contract Price or Contract Time. If the Contractor anticipates that the Field Order work will impact the Contract Price or Contract Time the Contractor should immediately notify the Engineer.

B. In the event of an emergency endangering life or property where it is appropriate for the Contractor to take action, the Contractor shall undertake such actions to preserve

life and property. The Owner and the Contractor will determine after emergency is concluded, the extent of out-of-scope work performed by the Contractor, and the Owner will issue a Change Order or amend the Contract for such work, if any and as necessary.

C. Anything to the contrary notwithstanding, in the event that the Owner determines that a change must proceed immediately or if the Owner rejects all or a portion of the Contractor's estimated effect of a change, then the Owner may direct, and the Contractor shall commence immediately and perform until completion, the necessary services to implement the change. The Owner will issue such direction in the form of a written Work Change Directive. The Contractor shall be compensated for such change in the work, notwithstanding any objections of the Contractor, which objections shall be preserved and not waived by the Contractor's commencement or performance of the Work as directed by the Owner.

D. To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Contractor shall submit a letter to the Engineer stating such request or claim. The Engineer shall review and submit a written recommendation to the Owner. The Owner shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Contractor, claimed by the Contractor, or contemplated by the Owner, no change shall be authorized unless made on an Owner Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.

E. All requests for changes filed by the Contractor shall be in writing delivered to the Owner’s Representative within ten (10) business days of when the event that prompted the claim was discovered or should have been discovered. The Contractor’s failure to timely submit a written claim will constitute a waiver of the right to pursue a claim. Upon receipt of the Contractor's claim notification, Owner’s Representative will provide written direction as to the procedures that will be used to address the request. The Contractor's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. A cost breakdown showing all labor, material and equipment shall be provided. The Owner’s Representative may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order. Where the Engineer and the Contractor are unable to reach a mutually acceptable resolution of request, the Owner's determination will be final.

F. Where necessary, the Owner will determine the value of work covered by a change order using one of the following methods:

1. Where the work is covered by established unit prices contained in the contract, the unit price, if the Owner agrees that this is a fair and reasonable price; otherwise, a negotiated price will be applied to the quantity of work at the discretion of the Owner,

2. By mutual acceptance of lump sum price,

3. By actual cost and a mutually acceptable fixed amount for overhead and profit, or

4. Where Bid Price was based on estimated quantities, prior to making final payment, the Owner will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

G. The Contractor shall immediately notify the Owner's Representative in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

H. The Contractor shall submit requests or claims for a Work schedule adjustment in writing and delivered to the Engineer within five (5) business days following the discovery of the event that prompted the claim or when the event should have been discovered. Where accepted by the Owner, changes to the Approved Schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Contractor's request for a change in the Work schedule, the Owner's Representative will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where the Owner and the Contractor are unable to reach a mutually acceptable resolution of request, the Owner will make a commercially reasonable determination, made in accordance with the Owner's established policies and procedures, which shall be final.

I. All Work defined on Field Orders, Work Change Directives and Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Field Order Form, Work Change Directive Form, or Change Order.

3.14.3 Delay

A. Damage, loss, expense or delay incurred or experienced by the Contractor in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischances that are generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the Contractor and shall not be the subject of any claim for additional compensation or change in Approved Schedule.

B. The Contractor agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by the Owner or any of the Owner's agents or other contractors, shall be an extension of the Contract completion

date. As such, the Contractor shall not recover any cost associated with extended home/field office overhead, idle labor/equipment/materials, subcontractors' claims or any other miscellaneous costs.

C. Any demand for equitable time adjustment must be served in writing to the Owner within five (5) calendar days of the event giving rise to any delay, disruption or hindrance. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path. Any request that is not clearly shown to be an impact to the project's critical path will be denied.

D. Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

3.14.4 Notification of Surety

A. The Contractor shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price.

3.14.5 Contingency Work

A. The Owner will issue a written Change Order to incorporate cost or schedule changes into the Contract. Issuance of a Change Order is solely at the discretion of the Owner. The Change Order shall be used for increases or decreases in the Contract Price, within the contingency amount set forth in the Contract Price, or to make changes in schedule for performance of the Work.

B. The Contractor should not expect that any Change Orders for contingency work will be issued. Owner shall have no obligation to pay for contingency work unless the same is performed pursuant to a written Change Order form signed before the contingency work is commenced.

C. The Contractor and the Engineer shall mutually agree to the pricing of a Change Order for contingency work. Any negotiated increase or decrease in the Contract Price shall be based on the Contractor's costs for labor, materials and supplies directly applicable to the increase or decrease plus ten percent (10%) thereof for Contractor's supervision, overhead, bonds and profit. For any negotiated increase or decrease, the Contractor will provide a complete detailed breakdown for all labor, material, and equipment, etc. associated with the change. A lump sum figure submitted with no breakdown will be returned to the Contractor without review.

D. Cost Reimbursable (Time and Materials) Method:

1. The Owner may, at its sole discretion, implement cost reimbursable procedures in order to limit the costs for performance of contingency work. Also, whenever the Contractor and the Owner are unable to agree on costs for an increase in the Work, the Owner or Engineer shall order the Contractor to proceed with the Work on a

cost reimbursable (time and material) basis. The Owner will pay the Contractor for the contingency work in the manner hereinafter described, and the compensation thus provided shall constitute full payment for said work. The Owner shall issue the Change Order for the Contractor to perform the specific contingency work with payment determined as follows:

a. For materials purchased by the Contractor and used in the work, the Contractor shall be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills. A mark-up amount equal to ten percent (10%) of the sum thereof shall be added to this cost. The Owner reserves the right to select and approve, or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.

b. The Contractor will be paid the cost of wages for all labor that is engaged in the Work, plus the actual cost chargeable to the Work for workers' compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor. A total mark-up shall be added equal to ten percent (10%) of wages and other cost listed above. In evidence of the costs of labor the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls. Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Contractor for Work under this Contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.

c. Payment for the services of foremen in direct charge of the specific operation will be made. Payment for the service of superintendents, timekeepers or other overhead personnel will not be made nor will payment for the services of watchmen be made unless required specifically by the contingency Work. The actual function performed by an employee rather than its payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

d. The types and amounts of equipment and machinery used by the Contractor in carrying out its work under the contingency shall be made in keeping with normal practice for work of similar nature. Owner may, at its discretion, limit by specific instruction the types and amounts of equipment and machinery to be used. For all equipment and machinery used in the contingency work, the Owner will pay eighty percent (80%) of the rental value as set forth in the Blue Book value or actual cost, whichever is less, to which no mark-up percentages will be added.

e. In computing the hourly rental of such equipment, less than thirty (30) minutes shall be considered 1/2 hour except when the minimum rental time to be paid is one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the contingency work being performed. The

Contractor shall be reimbursed for the time required to move the equipment to the Work, and return it to its original location, only if the Contractor is charged this cost by the renting agency. Excess rental time of equipment due to inefficient work practices will not be reimbursed.

f. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of $500.00 or less.

g. The Contractor and the Engineer shall compare records of the Work performed on a Cost Reimbursable basis at the end of each day. These records shall be prepared by the Contractor and shall be signed by both the Owner and the Contractor's Representative. A copy of these records shall be submitted to the Owner with the invoice for the work.

h. Payment for cost reimbursable contingency work will be included in monthly progress payments.

i. The Contractor's Subcontractors will be allowed a ten percent (10%) mark-up on Work performed by their own forces. The Contractor will be allowed a five percent (5%) mark-up on the Subcontractor's costs (i.e. labor, materials and equipment) only, no mark-up on the Subcontractor's profit.

3.14.6 Suspension of Work

A. The Owner may suspend the performance of the Work rendered by providing the Contractor with five (5) business days written notice of such suspension. Schedules and compensation for performance of the Work shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Work, the Contractor shall resume the full performance of the Work when the Owner gives written direction to do so. Suspension of Work caused by the Contractor's sole negligence or failure to perform shall not affect the Contractor's compensation as outlined in the Contract Documents.

3.14.7 Unauthorized Work

A. The Owner will consider any Work done without lines and grades given, Work done beyond the lines and grades shown on the Contract or as given, or any extra Work done without written authority, as unauthorized Work and will not pay the Contractor for such Work. If so ordered by the Contract Administrator, the Contractor shall remove such Work and properly replace it at the Contractor's own expense.

3.14.8 Payment of Overtime

A. Any Overtime required for the Contractor to complete the Work within the Contract Time shall be at the sole cost and expense of the Contractor.

B. If the Owner requires the Contractor to perform Overtime Work in order to complete the Work prior to the Contract Time, the Contractor shall bill the Owner for the Overtime such that only the actual costs incurred by the Contractor relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The Contractor agrees that it will not charge for personnel paid a salary, or other form of compensation such that the Contractor incurs no direct costs as a result of the Overtime. The Contractor shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed ten percent (10%) of the total overtime costs.

C. Overtime may only be charged to the Owner if the Contractor was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

3.14.9 Scheduling of Overtime (Contractor Initiated Overtime)

A. Whenever the Contractor schedules Work beyond ten (10) hours per day, beyond fifty (50) hours per week, or on Saturdays, Sundays, or Owner Holidays, then the Contractor shall arrange, in advance, for the Engineer to inspect the Work performed during Overtime. The Contractor shall not perform Overtime Work or after-hours Work without an Owner's Representative at the Work Location or available to perform the inspections, as directed by the Contract Administrator. Except where the Owner has requested the Contractor schedule Overtime to perform additional Work, the Contractor shall reimburse the Owner for any additional costs associated with the Owner's Representatives' Overtime pay.

SECTION 3.15: LABOR

3.15.1 DBE, MBE and/or WBE Requirements

A. Contractor represents that it will comply with all applicable provisions regarding DBE, MBE and/or WBE enterprises requirements stated in the DIVISION 4: SUPPLEMENTAL CONDITIONS.

3.15.2 Contractor's Labor Relations

A. The Contractor shall negotiate and resolve any disputes between the Contractor and its employees, or anyone representing its employees. The Contractor shall immediately notify the Owner of any actual or potential labor dispute that may affect the Work and shall inform the Owner of all actions it is taking to resolve the dispute.

3.15.3 Minimum Qualifications of Contractor Personnel

A. All Contractor personnel shall be at a minimum qualified for the tasks they are assigned. All Contractor personnel shall act in a professional manner, with due sensitivity to other

persons at the Work Location. If the Owner, at its sole reasonable discretion, determines that a Contractor's person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Contractor shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Contractor shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.

B. The Contractor personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Contractor shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one (1) day of request from the Engineer. Any changes to such personnel after approval shall require the written permission of the Engineer.

3.15.4 Non-Discrimination

A. Contractor covenants and agrees that no employee or applicant for employment will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, or veteran or service member status.

B. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

3.15.5 Show-Up Pay

A. In the event that inclement weather prevents the Contractor from performing Work, the Contractor may be obligated to pay its crew a show-up pay. The Contractor shall be solely responsible for providing this pay.

SECTION 3.16: RIGHTS, REMEDIES, AND DISPUTES

3.16.1 Intellectual Property

A. The Contractor grants to the Owner an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the

Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

B. If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Contractor shall secure for the Owner an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

C. Should the Owner, or any third party obtaining such work product through the Owner, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at the Owner's sole risk.

D. The Contractor will, at its expense, defend all claims, actions or proceedings against the Owner based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to the Owner all costs, damages, charges, and expenses occasioned to the Owner by reason thereof. The Owner will give the Contractor written notice of any such claim, action or proceeding and, at the request and expense of the Contractor, the Owner will provide the Contractor with available information, assistance and authority for the defense.

E. If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Contractor will forthwith either secure for Owner the right to continue using the Work or will, at the Contractor's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.

F. The Contractor will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

3.16.2 Offsets

A. If the Owner reasonably believes the Contractor is in violation of any requirement of the Contract, the Owner may withhold payments that may be due the Contractor, and may offset existing balances with any Owner incurred costs against funds due the Contractor under this and any other Contractor Contract with the Owner, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

3.16.3 Proprietary Information

A. The Contractor shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that the Owner furnishes to the Contractor. The Contractor shall insert in any subcontract a restriction on the use of all information furnished by the Owner. The Contractor shall not use this information on another project. All information furnished by the Owner will be returned to the Owner upon completion of the Work. The Contractor may retain a copy of such information solely for its own project records.

3.16.4 Removal of Work

A. The Contractor shall not sell, assign, mortgage, hypothecate or remove Work that has been delivered to or installed at the Work Location without the Owner’s approval.

3.16.5 Right to Audit and Financial Reporting

A. Upon the Owner's reasonable requests, the Contractor agrees to allow the Owner to audit its financial and operating records for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Contractor agrees to allow Owner personnel, their qualified representative, and representatives as stated in DIVISION 4: SUPPLEMENTAL CONDITIONS access the records at Contractor's office, with three (3) business days written notice, for a reasonable period, not less than five (5) business days, in a workspace suitable for the audit provided by the Contractor. All audit work will be done on the Contractor’s premises, and no Contractor documentation will be removed from the Contractor’s offices. The Contractor agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Contractor's offices and for a period of two (2) weeks thereafter. The Contractor shall provide to the Owner audited

financial statements for the most recent fiscal year upon the Owner's request, not later than five (5) business days after receipt of written request.

B. Contractor represents that it will comply with all applicable provisions stated in the DIVISION 4: SUPPLEMENTAL CONDITIONS.

3.16.6 Title to Materials Found

A. The Owner shall retain the title to water, mineral matter, timber and any other materials that the Contractor, or its Subcontractors, encounter during the excavation or other operations of the Work. The Contractor shall use or dispose of this material in accordance with the Contract or written instructions from the Engineer. Any materials found in the excavation, or other operations of the Contractor, that are of archaeological or historical value shall be left in place. The Contractor shall immediately notify the Owner of the find and shall take no further action until directed by the Owner.

3.16.7 Owner's Rights for Contractor Breach

A. In the event that Contractor causes delay to Approved Schedule, performs its Work in a manner that fails to meet the Standard of Care, commits a material breach of this Agreement, or otherwise damages the Owner at law or in equity, the Owner is entitled to all remedies and damages available at law, including, but not limited to, liquidated damages, actual damages, consequential damages, attorneys' fees, and costs.

3.16.8 Limited Waiver of Consequential Damages

A. The Parties expressly agree that no Party to this Agreement shall be liable to any other Party or Parties to this Agreement for any special, consequential or exemplary damages of any kind whatsoever, whether arising in contract, warranty, tort (including but not limited to negligence), strict liability, or otherwise, including without limitation losses of use, profits, business reputation and financing, subject to the following exceptions: (i) willful misconduct, recklessness, or fraud by the Contractor or any entity for which it is legally responsible; (ii) the Contractor's third-party indemnity obligations under this Agreement or arising by operation of law, including claims for bodily injury, personal injury, or death; (iii) abandonment; (iv) Contractor's liability for liquidated damages; and (v) liability that is recoverable from Project Specific insurance.

SECTION 3.17: REPRESENTATIONS & WARRANTIES

3.17.1 Contractor's Knowledge of the Work

A. The Contractor represents that the Contract Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the Owner. The Owner assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings

or representations are expressly stated in the Contract and the Contract expressly provides that the Owner assumes the responsibility.

3.17.2 Contractor's Plans and Specifications

A. All plans and specifications that the Contractor provides for any building, structure, system or equipment where required by federal, state, local laws and regulation as part of the Work shall bear the seal of a Professional Engineer duly registered in the State of Florida at no cost to the Owner.

3.17.3 Contractor's Warranties

A. The Contractor unconditionally warrants to the Owner for a period of not less than two (2) years (unless otherwise stated in DIVISION 6: TECHNICAL SPECIFICATIONS) from the earlier of Final Acceptance or Substantial Completion and beginning of normal use by the Owner, that all Work furnished under the Contract including, but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

1. Performed in a safe, professional and workman like manner;

2. Free from Defects in design, material, and workmanship;

3. Fit for the use and purpose specified or referred to in the Contract;

4. Suitable for any other use or purpose as represented in writing by the Contractor;

5. In conformance with the Contract Documents; and

6. Merchantable, new and of first-class quality.

7. Performed in accordance with the Standard of Care as defined herein.

B. The Contractor warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, the Owner may return the Work for correction or replacement at the Contractor's expense, or return the Work at the Contractor's expense and cancel the Contract. If the Contractor performs services that fail to conform to such standards and regulations the Contractor shall make the necessary corrections at Contractor's expense. The Owner may correct services to comply with standards and regulations at the Contractor's expense if the Contractor fails to make the appropriate corrections within a reasonable time.

C. If the Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, the Contractor shall transfer such

warranty to the Owner. Such warranties, do not in any way limit the warranty provided by the Contractor to the Owner.

D. If, within the warranty period, the Owner determines that any of the workmanship or supplies are defective or exhibit signs of deterioration, in the opinion of the Owner, the Contractor, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of the Owner. The Contractor shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Contractor shall correct any Defects only at times designated by the Owner. The Contractor shall extend the warranty period an additional twelve (12) months (thirty-six (36) months total) for any portion of the Work that has undergone warranty repair or replacement.

E. When operational conditions warrant, the Owner may repair or replace any defective equipment at the Contractor's expense. The Owner may repair or replace any defective Work at the Contractor's expense when the Contractor fails to correct the Defect within a reasonable time of receiving written notification of the Defect by the Owner, when the Contractor is unable to respond in an emergency situation, or when necessary to prevent the Owner from substantial financial loss. Where the Owner makes repairs or replaces defective Work, the Owner will issue the Contractor a written accounting and invoice of all such work to correct Defects. The Contractor's liability to the Owner for the costs of removal, transportation, reinstallation, and all other associated costs incurred in connection with correcting Defects in the Work will be limited to 1.5 times the original installed purchase price of the specific Work.

F. The Contractor's warranty excludes remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

3.17.4 Competent Performance of the Work

A. The Contractor represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If, in the sole opinion of the Owner, the Contractor fails to perform the Work as represented, the Owner may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if the Owner deems the organization of the Contractor or its management, or the manner in which Contractor is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified. The Contractor shall pay the Owner for the cost of all such Work completed by the Owner.

3.17.5 Encroachment on Outside Property

A. The Contractor warrants that it shall not encroach on any rights or property of the public or adjoining property owners and shall hold the Owner harmless because of any encroachments that may result from the Contractor's lack of proper layout. If such an

encroachment occurs, the Contractor agrees to remove any Work or portion thereof, that encroaches on the property of others, or that is built beyond legal building or setback limits, and shall rebuild the affected Work, or portion thereof, at the proper location, all without extra cost to the Owner.

3.17.6 Free and Clear Title

A. The Contractor warrants that it has title to all equipment and materials furnished under the Contract where title will pass to the Owner, and that the equipment and materials passed to the Owner are free and clear of all liens, claims, security interests and encumbrances.

3.17.7 Performance of the Work

A. The Contractor represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Contractor is a party or by which it is otherwise bound. The Contractor warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Contractor warrants that the Work will meet the functional and performance requirements defined in the Contract.

3.17.8 Safety Representation

A. The Contractor represents and warrants to the Owner that it has the capacity to train and supervise its employees, Subcontractors and Suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Contractor shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that the Owner is not responsible for training or supervising the Contractor's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

SECTION 3.18: TERM & TERMINATION

3.18.1 Term of Contract (Through Work Completion)

A. The Contract shall be in force through completion of all Work, Final Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

3.18.2 Termination for Convenience

A. The Owner shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

B. In the event of termination for convenience, the Owner will pay the Contractor for all disbursements and expenses that the Contractor has incurred, or those for which it becomes obligated prior to receiving the Owner's notice of termination. Owner will also pay the Contractor costs incurred less the reasonable resale value, of materials or equipment that the Contractor has already ordered, obtained or fabricated in connection with the Contract.

C. Upon receipt of such notice of termination, the Contractor shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that the Owner may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by the Owner.

D. The Owner will have no liability to the Contractor for any cause whatsoever arising out of, or in connection with, termination (whether for convenience or default) including, but not limited to, lost profits, lost opportunities, or resulting change in business condition, except as expressly stated within these Contract Documents.

3.18.3 Termination for Default

A. Owner may give the Contractor written notice to discontinue all Work under the Contract in the event that:

1. The Contractor assigns or subcontracts the Work without prior written permission;

2. Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;

3. A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);

4. The Contractor makes an assignment for the benefit of creditors;

5. The Contractor suspends the operation of a substantial portion of its business;

6. The Contractor suspends the whole or any part of the Work to the extent that it impacts the Contractor's ability to meet the Work schedule, or the Contractor abandons the whole or any part of the Work;

7. The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or the Contractor fails to perform as specified in the Contract Documents, or the Contractor is not complying with the Contract Documents;

8. The Contractor attempts to willfully impose upon the Owner items or workmanship that are, in the Owner's sole opinion, defective or of unacceptable quality;

9. The Contractor breaches any of the representations or warranties contained herein;

10. The Contractor is determined, in the Owner's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Owner; or

11. There is any material change in the financial or business condition of the Contractor.

B. If, within twenty-four (24) hours after service of such notice upon the Contractor, an arrangement satisfactory to the Owner has not been made by the Contractor for continuance of the Work, the Owner may terminate the Contract.

C. Once a Contractor is declared in default, the surety shall assume the Contractor's place in all respects and shall be paid by the Owner all monies, if any, due the Contractor at the time of such notice to discontinue, or any monies thereafter that may become due the Contractor in accordance with the terms of the Contract.

D. If the Contractor fails to make arrangements satisfactory to the Owner within ten (10) days after service to the Contractor of a notice to discontinue Work, and in the case where a Payment Bond and a Performance Bond are in effect, the surety has not exercised its option, then without further notice to the Contractor or the surety, the Owner may terminate the Contract and shall have the power to complete the Work herein described as it may determine. In such a case, the Owner shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Contractor for the purpose of this Work.

E. The Owner will charge the expense of completing the Work to the Contractor and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Contractor. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Contractor shall pay the amount of such excess to the Owner upon notice of the expenses from the Owner. The Owner shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. The Owner will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

F. The Contract Documents shall in no way limit the Owner's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Contractor shall immediately surrender all Work records to the Owner. In such a case, the Owner may offset any money owed to the Contractor against any liabilities resulting from the Contractor's nonperformance.

G. The Owner has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Contractor regarding its performance prior to default by Contractor for performance related issues.

H. The Owner shall have no liability to the Contractor for termination costs arising out of the Contract, or any of the Contractor's subcontracts, as a result of termination for default.

SECTION 3.19: MISCELLANEOUS TERMS & CONDITIONS

3.19.1 Ambiguous Contract Provisions

A. The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentem" will not be applied to this Contract or any interpretation thereof.

3.19.2 Amendments

A. This Contract may not be altered or amended except in writing, signed by the Owner and the Contractor, or each of their duly authorized representatives.

3.19.3 Governing Law, Venue, and Waiver of Jury Trial

A. This Agreement, and the rights and duties of the parties arising from or relating to this Agreement or its subject matter, shall be governed in all respects by the laws of the State of Florida, without regard to its conflicts of law provisions, and the parties to this Agreement irrevocably submit to the exclusive jurisdiction of the state and federal courts of the State of Florida. The parties to this Agreement further agree that any litigation with respect thereto shall be brought exclusively in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

B. **WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONTRACTOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

3.19.4 Compliance with Laws, Public Records, Trade Secrets, and Publications

A. Contractor and all subconsultants shall comply with all terms and conditions the State of Florida requires and all federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards governing this project.

B. Conflict of Interest. This Contract is subject to Chapter 112, Florida Statutes, and the Conflict of Interest Procedures for State Funded Grant Programs. Accordingly, Contractor acknowledges and agrees that: No member, officer, or employee of the Contractor or the City, during that person’s tenure or for a period of two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

C. Public Records. The parties acknowledge and agree that the City is a public agency subject to Chapter 119, Florida Statutes. To the extent Contractor is a company acting on behalf

of the City pursuant to Section 119.0701, Florida Statutes, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Contractor agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the services under this Agreement.

(2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the City all public records in the Contractor's possession or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services under this Agreement, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

(5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.**

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

D. Trade Secrets and Proprietary Confidential Business Information. Documents submitted by Contractor which Contractor contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, Contractor must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. Contractor must demonstrate

the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City's release of the requested records.

E. **PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES, AND ANTI-TRUST VENDOR VIOLATOR, PURSUANT TO SECTIONS 287.135, SECTION 215.473, AND SECTION 287.137, FLORIDA STATUTES.**

(1) Pursuant to Section 287.133(2)(a), Florida Statutes, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(2) Contractor hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this Paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

(3) Contractor has a continuous duty, throughout the entire Term of this Agreement, and any renewal, to disclose to the City if the Contractor or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.".

3.19.5 Cumulative Remedies

A. Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies

available to either party at law, in equity or otherwise.

3.19.6 Entire Agreement

A. This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

B. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contractor shall, upon discovery, inform the Owner in writing of any conflict, error or discrepancy in the Contract Documents. Should the Contractor proceed with the Work prior to written resolution of the error or conflict by the Owner, all Work done is at the sole risk of the Contractor.

3.19.7 Expanded Definitions

A. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

3.19.8 Force Majeure

A. No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of the Owner to secure approval, validation or sale of bonds; inability of the Owner or the Contractor to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

B. In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

C. In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such

written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

3.19.9 Headings

A. The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

3.19.10 Language and Measurements

A. All communication between the Contractor and the Owner, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

3.19.11 Nonwaiver

A. Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

3.19.12 Publicity and Advertising

A. The Contractor shall not take any photographs for the purpose of making any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from the Owner. The Owner is governed by the Florida Public Records Laws therefore all Contract Documents are available for public inspection, subject to certain statutory exemptions as set forth in Chapter 119, *Florida Statutes*. In addition, the Owner is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

3.19.13 References

A Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

3.19.14 Relationship of the Parties

A. The Contractor agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind the Owner or to assume or create any obligation or responsibility, express or implied, on the Owner's part or in the Owner's name, except as may be authorized by the Owner under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by the Owner under a separate written document.

3.19.15 Severability

A. In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

3.19.16 Subcontracting or Assigning of Contract

A. Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

B. The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Contractor shall be liable for all acts and omissions of its assignee or its Subcontractor.

C. The Contractor agrees to retain the services of such subcontractors and subconsultants as reasonably required to provide the Work required by this Agreement. All subcontractors and subconsultants will be under contract to the Contractor. The Contractor shall supervise and coordinate all subcontractors and subconsultants and shall be responsible to the Commission for their work.

D. Any subcontractor or subconsultant retained by the Contractor shall be licensed in the State of Florida in the field applicable to such subcontractor or subconsultant's scope of work.

E. The Contractor's choice of subcontractors must be approved by the Owner. While the Owner shall have the right to approve or reject each sub-consultant, such approval shall not be unreasonably withheld.

F. In no event will the Contractor subcontract portions of the Work under this Agreement without the approval of the Owner. The Owner's approval of any subcontractor or subconsultant will not relieve the Contractor of its responsibility for the acts and omissions of such subcontractors or subconsultants. Any subcontract shall include, among other appropriate provisions, those provisions of this Agreement that by its terms are required to be provided in the subcontract agreement.

G. The Owner may reasonably request that the Contractor contract with additional subcontractors or subconsultants in order to adequately perform the Work on the Project.

3.19.17 Survival

A. The obligations of the Owner and the Contractor under this Contract that are not, by the express terms of this Contract, fully to be performed during the Term, shall survive the termination of this Contract for any reason.

3.19.18 Third Party Agreements

A. Unless otherwise agreed in writing by the Owner, the Owner shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or irrevocable letters of direction with sureties. In the event the Owner agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by the Owner.

3.19.19 Time and Date

A. Unless otherwise specified, references to time of day or date mean the local time or date in Wauchula, Florida. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for the Owner, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for the Owner.

3.19.20 Waiver of Claims

A. A delay or omission by the Owner hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by the Owner under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

B. The Contractor's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of the Owner's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by the Owner; nor any correction of faulty or defective work by the Owner.

3.19.21 Attorneys' Fees

A. If any action or other proceeding is brought for the enforcement of this Agreement or due to any uncured dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, or to interpret this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorney's fees and other costs incurred in the prosecution of the action or proceeding.

[END OF SECTION]

DIVISION 4:
SUPPLEMENTAL CONDITIONS

The Contractor acknowledges to and for the benefit of the Owner that it understands that the products to be installed as a part of this contract must be in compliance with 255.0993, Florida Statutes, Public works projects; United States-produced iron and steel products.

(1) DEFINITIONS.— As used in this section, the term:

(a) “Governmental entity” means the state, or any office, board, bureau, commission, department, branch, division, or institution thereof, or a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, a town, or other municipality; or a department, a commission, an authority, a school district, a taxing district, a water management district, a board, a public corporation, an institution of higher education, or other public agency or body thereof authorized to expend public funds for the construction, maintenance, repair, renovation, remodeling, or improvement of public works.

(b) “Iron or steel product” means any product made primarily of iron or steel, including, but not limited to, lined or unlined pipes and fittings; bars and rods; wire, wire ropes, and link chains; forgings; grating and drainage products; access covers, hatches, manhole covers, and other castings; hydrants; electric transmission and distribution poles; tanks; flanges; pipe clamps and restraints; valves; structural steel and other steel mill products; materials made primarily of iron and steel within precast concrete; and other construction materials made primarily of iron or steel.

(c) “Manufacturing process” means the application of a process to alter the form or function of materials or elements of a product in a manner that adds value and transforms the materials or elements into a new finished product functionally different from a finished product produced merely from assembling materials or elements into a product without applying such a process.

(d) “Produced in the United States” means that, with respect to iron and steel, all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives.

(e) “Public works project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.

(2) UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT.

(a) Notwithstanding any other law, a governmental entity entering into a contract for a public works project or for the purchase of materials for a public works project must include in the contract a requirement that any iron or steel product permanently incorporated in the project be produced in the United States.

(b) Paragraph (a) does not apply if the governmental entity administering the funds for a public works project or the purchase of materials for a public works project solely determines that any of the following applies:

1. Iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality.

2. The use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent.

3. Complying with paragraph (a) is inconsistent with the public interest.

(c) When steel and iron materials are used in a public works project, paragraph (a) does not prevent a minimal use of foreign steel and iron materials if:

1. Such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

2. The cost of such materials does not exceed one-tenth of 1 percent of the total contract cost or $2,500, whichever is greater. For purposes of this subparagraph, the cost of such materials is that shown to be the value of the iron or steel products as they are delivered to the project.

(d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles, are not considered iron or steel products and are exempt from the requirements of paragraph (a).

(3) INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with, and may not be construed to impair, the state's obligations under any international agreement.

(4) RULEMAKING.—The Department of Management Services shall develop guidelines and procedures by rule to implement this section.

(5) APPLICABILITY.—This section does not apply to contracts procured by the Department of Transportation subject to the Buy America requirements of 23 C.F.R. s. 635.410.

(6) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT AND E-VERIFY REQUIREMENTS

a. The CITY 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.

b. Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall:

(1) Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of the Agreement; and

(2) Expressly require all persons (including subcontractors/subvendors/ subconsultants) assigned by Contractor to perform work or provide services pursuant to the Agreement with the City to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. Contractor acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the Agreement with the City.

By entering this Agreement with the City, Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

DIVISION 5:
FORMS

SECTION 5.1: FORMS TO SUBMIT WITH BID

The following forms must be completed and included in the Bidder's response to this Solicitation. This list represents the forms only and does not include all information and items necessary to be responsive to the Bid Solicitation.

5.1.1 Bid Form

5.1.2 Bid Security

5.1.3 Bidder's Qualifications

5.1.4 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion

5.1.5 Drug-Free Workplace Certificate

5.1.6 Florida Trench Safety Act Acknowledgement

5.1.7 Non-Collusion Affidavit

5.1.8 Public Entity Crimes Statement

5.1.9 Tabulation of Subcontractors and Suppliers

SECTION 5.2: FORMS FOR CONVENIENCE

The following forms are included for convenience in the Bid Documents. The Owner may require additional forms during the performance of the Work:

5.2.1 Certificate of Final Completion Form

5.2.2 Certification of Substantial Completion Form

5.2.3 Change Order Form

5.2.4 Contractor's Application for Payment Form

5.2.5 Field Order Form

5.2.6 Notice of Award Form

5.2.7 Notice to Proceed Form

5.2.8 Payment Bond Form

5.2.9 Performance Bond Form

5.2.10 Work Change Directive Form

5.1.1 Bid Form

PROJECT: City of Wauchula Heard Bridge Road Water Main Loop
Project No. 10371.09

A. Bid Recipient

1. This Bid is submitted to:

   City of Wauchula
   Attn: City Manager
   126 South 7th Street
   Wauchula, FL 33873

2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bid Documents to perform all Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

B. Bidder's Acknowledgements

1. The Bidder accepts all of the terms and conditions of DIVISION 1: INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of the Bid Security. The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

C. Bidder's Representations

1. In submitting this Bid, the Bidder represents that:

   a. The Bidder has received from the Issuing Office a complete set of Bid Documents and other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

   b. The Bidder has examined and carefully studied the Bid Documents, Addenda, and the other related data identified in the Bidding Documents, and provided the information to Subcontractors and Suppliers who have provided quotations to the Bidder for the Work.

c. The Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

d. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

e. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS.

f. The Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplemental examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bid Documents to be employee by the Bidder, and safety precautions and programs incident thereto.

g. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bid Documents

h. The Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bid Documents.

i. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.

j. The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bid Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.

k. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

l. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid Form.

m. Bidder certifies to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made. To support the efforts, any non American-made equipment proposed must be accompanied by proof of good-faith efforts to utilize American-made equipment such as written quotes, solicitations, advertisements, etc.

D. Bidder's Certification

1. Bidder certifies that:

a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

b. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

c. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and

d. The Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish Bid Prices at artificial non-competitive levels, or (c) to deprive the Owner of the benefits of free and open competition;

iii. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid Prices at artificial, non-competitive levels; and

iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. Basis of Bid

1. The Bidder has reviewed DIVISION 4: TECHNICAL SPECIFICATIONS; and will complete the Work in accordance with the Contract Documents for the following price(s):

a. **BASE BID**

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	PVC Water Main				
a	8" PVC	LF	5,300		$
2	HDPE Water Main (Horizontal Directional Drill)				
a	8" HDPE HDD	LF	1,820		$
3	Fittings				
a	8" 11.25 degree Bend	EA	5		$
b	8" 45 degree Bend	EA	7		$
c	8" 90 degree Bend	EA	1		$
d	8" x 6" Tee	EA	3		$
e	8" x 6" Reducer	EA	1		$
f	8" x 8" Tee	EA	1		$
4	Valves and Appurtenances				
a	8" Gate Valve	EA	3		$
5	Air Release Valves & Enclosures				
a	1" Air Release Valve & Enclosure	EA	1		$
b	2" Air Release Valve & Enclosure	EA	1		$
6	Tapping Sleeve & Valve (Wet Tap)				
a	8" x 8"	EA	1		$
b	8" x 12"	EA	1		$
7	Fire Hydrant Assembly	EA	4		$
8	Concrete Driveway Restoration	SY	115		$
9	Seeding & Mulch	LF	5,100		$
10	Sodding	LF	50		$
11	Maintenance of Traffic	LS	1		$
12	Trench Safety Measures	LS	1		$
13	Prevention, Control, & Abatement of Erosion/Water Pollution	LS	1		$
14	Mobilization	LS	1		$
15	Public Construction Bond	LS	1		$

TOTAL BASE BID:

_____ ($_____)
(words) (numerals)

The Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

F. Time of Completion

1. The Bidder agrees that the Work will be substantially complete within **210** calendar days after the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with the Contract Documents within **240** calendar days after the date when the Contract Time commences to run.

2. The Bidder accepts the provisions of the Agreement as to liquidated damages.

G. Attachments to This Bid

1. The following documents are submitted with and made a part of this Bid:

   a. DIVISION 5: FORMS – Bid Form

   b. DIVISION 5: FORMS – Bid Security

   c. DIVISION 5: FORMS – Bidder's Qualifications

   d. DIVISION 5: FORMS – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years

   e. DIVISION 5: FORMS – Drug-Free Workplace Certificate

   f. DIVISION 5: FORMS – Florida Trench Safety Act Acknowledgement

   g. DIVISION 5: FORMS – Non-Collusion Affidavit

   h. DIVISION 5: FORMS – Public Entity Crimes Statement

   i. DIVISION 5: FORMS – Tabulation of Subcontractors and Suppliers

   j. Evidence of authority to do business in the State of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

      Contractor's License No.: _____.

H. Defined Terms

1. The terms used in this Bid with initial capital letters have the meanings stated in DIVISION 1: INSTRUCTIONS TO BIDDERS and DIVISION 4: SUPPLEMENTAL CONDITIONS.

I. Bid Submittal

1. This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____ (SEAL)

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

State Contract License No. _____

A Corporation

Corporation Name: _____

_____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability):_____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Corporate Seal)

Attest _____

(Signature of Corporate Secretary)

Date of Qualification to do business in Florida is _____/_____/_____.

State Contractor License No. _____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

_____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____.

5.1.2 Bid Security Form

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	**SURETY**
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: Above addresses are to be used for giving required notice.

A. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

B. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.

C. This obligation shall be null and void if:

   i. The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or

   ii. All Bids are rejected by the Owner, or

   iii. The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by Surety when required by Paragraph E hereof).

D. Payment under this Bond will be due and payable upon default by the Bidder and within 30 calendar days after receipt by the Bidder and the Surety of written notice of default from the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

E. The Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid Due Date without the Surety's written consent.

F. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph D above is received by the Bidder and the Surety and in no case later than one year after the Bid Due Date.

G. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

H. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

I. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

K. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

5.1.3 Bidder's Qualifications

The Bidder warrants the truth and accuracy of all statements and answers herein contained.
(Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

A. LICENSE # and COMPANY'S NAME:_____

B. CO. PHYSICAL ADDRESS:_____

C. TELEPHONE NUMBER: (_____)_____ D. FAX: (_____)_____

E. Bidding as an; individual:_____; a partnership:____; a corporation:____; a joint venture:____.

F. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and addresses of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

_____

_____

G. Your organization has been in business (under this firm's name) as a _____

_____for how many years? _____

H. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

_____

_____

I. Have you ever been awarded additional time to complete work awarded to you during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

_____

_____

J. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

_____

_____

K. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

L. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

M. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:

N. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

O. What specific physical conditions, including but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

P. Will you subcontract any part of this Work? If so, describe which major portion(s):

i. If any, list (with contract amount) MBE/WBE's to be utilized:

Q. What equipment do you own to accomplish this Work?

R. What equipment will you purchase/rent for the Work? (specify which)

_____

_____

S. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

_____

_____

_____

Phone: ( ) _____

5.1.4 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years

Project	Name and Address of Owner or Engineer	Name and Phone Number of Owner or Engineer Representative	Date of Contract	Amount	Status

5.1.5 Drug-Free Workplace Certificate

I, the undersigned, in accordance with 287.087, Florida Statutes hereby certify that

_____
(Print or Type Name of Firm)

☐ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.

☐ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

☐ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

☐ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employees will abode by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chamber 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

☐ Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

☐ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____ _____
Authorized Signature Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Personally known _____or Produced Identification _____
Specify Type of Identification

_____
Signature of Notary

My Commission Expires: _____

5.1.6 Certificate of Compliance with the Florida Trench Safety Act

The Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). The Bidder further acknowledges that included in the various items of the Proposal and in the Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Extended Cost	Unit Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total:	

Failure to complete the above may result in the Bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Proposal Form.

By: _____

Bidder: _____

Date: _____

Authorized Signature: _____

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Personally known _____ or Produced Identification _____
Specify Type of Identification

_____
Signature of Notary

My Commission Expires: _____

5.1.7 Non-Collusion Affidavit of Prime Bidder

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
Name

1. He/She is _____ of _____, the
   Title Company
   Bidder that has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder not any of his/her officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or if any other Bidder; not has fixed any overhead, profit or cost element of the Bid Price, or the Bid Price of any other Bidder; not has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Wauchula, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____

_____
Signature

_____
Title

My commission expires _____

5.1.8 Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statues, on Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Wauchula, Florida by

   _____
   (print individual's name and title)

   for _____
   (print name of entity submitting sworn statement)

   whose business address is _____

   _____

   And (if applicable) its Federal Employer Identification Number (FEIN) is _____.
   (If the entity has no FEIN, include the Social Security of the individual signing this sworn statement: _
   _____.)

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statues means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or stated trial court of record relating to charges brought by indictment or information after July 1. 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies).

__Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

__The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____day of _____, 20_____.

Personally known _____

OR Produced Indentification_____ Notary Public-State of _____

_____ My commission expires_____
(Type of Indentification)

_____
(Printed, Typed or Stamped
Commissioned Name of Notary Public)

5.1.9 Tabulation of Subcontractors and Suppliers

The Undersigned states that the following is a full and complete list of the proposed Subcontractors and Suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	MBE/WBE STATUS	CLASS OF WORK OR MATERIAL
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

BIDDER: _____

By: _____

Name: _____

Title: _____

Date: _____

5.2.1 Certificate of Final Completion

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This Certificate of Final Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions:

Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, the Contractor and the Engineer, and found to be complete and final. The Date of Final Completion of the Project or portion thereof designated above is hereby declared.

Executed by Engineer Date

Accepted by Contractor Date

Accepted by Owner Date

5.2.2 Certificate of Substantial Completion

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:
☐ All Work under the Contract Documents: ☐ The following specified portions:

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

_____

_____

Contractor's Amended Responsibilities:

_____

_____

The following documents are attached to and made part of this Certificate:

_____

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ _____
Executed by Engineer Date

_____ _____
Accepted by Contractor Date

_____ _____
Accepted by Owner Date

5.2.3 Change Order Form

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	**Owner:** City of Wauchula	**Owner's Contract No.:**
Contract:		**Date of Contract:**
Contractor:		**Engineer's Project No.:**

The Contract Documents are modified as follows upon execution of this Change Order:
Description:

_____

_____

Attachments: (List documents supporting change):

_____

_____

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

$ _____

Contract Price prior to this Change Order:

$ _____

[Increase] [Decrease] of this Change Order:

$ _____

Contract Price incorporating this Change Order:

$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:	**ACCEPTED:**	**ACCEPTED:**
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

5.2.4 Contractor's Application for Payment

Application for Payment No:._____

	Application Period:	Application Date:
To (Owner): City of Wauchula	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE ..... $_____
2. Net change by Change Orders ..... $_____
3. CURRENT CONTRACT PRICE (Line 1 ± 2) ..... $_____
4. TOTAL COMPLETED AND STORED TO DATE
   (Column F on Progress Estimate) ..... $_____
5. RETAINAGE:
   a. _____% x $_____ Work Completed ..... $_____
   b. _____% x $_____ Stored Material ..... $_____
   c. Total Retainage (Line 5a + Line 5b) ..... $_____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) ..... $_____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ..... $_____
8. AMOUNT DUE THIS APPLICATION ..... $_____
9. BALANCE TO FINISH, PLUS RETAINAGE
   (Column G on Progress Estimate + Line 5 above) ..... $_____

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $_____ _____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate **Contractor's Application**

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item Specification Section No.	Description	Scheduled Value	C From Previous Application (C + D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

Progress Estimate **Contractor's Application**

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item Specification Section No.	Description	Scheduled Value	C From Previous Application (C + D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

Progress Estimate **Contractor's Application**

For (contract):					Application Number:			
Application Period:					Application Date:			
A		B	Work Completed		E	F		G
Item Specification Section No.	Description	Scheduled Value	C From Previous Application (C + D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

5.2.5 Field Order Form

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	**Owner:** City of Wauchula	**Owner's Contract No.:**
Contract:		**Date of Contract:**
Contractor:		**Engineer's Project No.:**

Attention:
You are hereby directed to promptly execute this Field Order for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Attachments:

_____
_____
_____
_____

Engineer:	Date:
Receipt Acknowledged by (Contractor):	Date:

Copy to Owner

5.2.6 Notice of Award

Dated _____

Project:	**Owner:** City of Wauchula	**Owner's Contract No.:**
Contract:		**Date of Contract:**
Contractor:		**Engineer's Project No.:** 10371.09

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated , 2026 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Heard Bridge Road Water Main Loop.

The Contract Price of your Contract is_____

_____copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds].
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Wauchula
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

5.2.7 Notice to Proceed

Dated _____

Project:	**Owner:** City of Wauchula	**Owner's Contract No.:**
Contract:		**Date of Contract:**
Contractor:		**Engineer's Project No.:**

Contractor:

Contractor's Address: (send Certified Mail, Return Receipt Requested)

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. The date of Substantial completion is _____and the date of readiness for final payment is _____ _____[(or) the number of days to achieve Substantial Completion is _____ and the number of days to achieve readiness for final payment is_____].

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

Contractor	Owner
Received by:_____	Given By: _____ Authorized Signature
Title	Title
Date	Date

Copy to Engineer

5.2.8 Payment Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____(Seal)
Name and Title:

SURETY

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL SURETY
Company:
Signature: _____(Seal)
Name and Title:

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2. Claimants who do not have a direct contract with Contractor:

      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

   15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

   15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

   15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY (*Name, Address and Telephone)*
Surety Agency or Broker:
Owner's Representative (*Engineer or Other Party*):

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

5.2.9 Performance Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.
11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY (*Name, Address and Telephone)* Surety Agency or Broker: Owner's Representative (*Engineer or Other Party*):

5.2.10 Work Change Directive Form

No._____

Date of Issuance: _____ Effective Date: _____

Project:	**Owner:** City of Wauchula	**Owner's Contract No.:**
Contract:		**Date of Contract:**
Contractor:		**Engineer's Project No.:**

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

_____

_____

Purpose for Work Change Directive:

- □ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
  - □ Nonagreement on pricing of proposed change.
  - □ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time

Estimated change in Contract Price and Contract Times:

Contract Price $_____(increase/decrease) Contract Time _____(increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date:
Authorized for Owner by:	Date:
Accepted for Contractor by:	Date:
Approved by Funding Agency (if applicable):	Date:

DIVISION 6:
TECHNICAL SPECIFICATIONS

CITY OF WAUCHULA
HEARD BRIDGE WATER MAIN LOOP

TECHNICAL SPECIFICATIONS

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- FDEP ERP Permit
- Hardee County Right-Of-Way Permit

END OF SECTION

SECTION 01 10 00
SUMMARY

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Work by Contractor.

B. Work by Owner.

C. Owner Furnished Products.

D. Contractor use of site

E. Work sequence.

1.02 WORK BY CONTRACTOR

A. Work under this contract includes:
   1. Approximately 5,300 linear feet of 8-inch PVC water main installed by open-cut and 1,820 linear feet of 8-inch HDPE installed by horizontal directional drills including fittings, valves, hydrants, appurtenances, and restoration.

B. Associated with this Work is trench safety, traffic control, construction stakeout, dewatering, sheeting, restoration, as-built drawings, paving bonds, insurance supervision, testing, and all other related project work necessary to complete the project.

C. Per paragraph 7.08.A. of the General Conditions, Contractor shall be responsible for obtaining all construction permits and licenses, except those listed in the Supplementary Conditions.

D. Contractor will be responsible for complying with NPDES Stormwater Program. Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and filing a Notice of Intent (NOI) to use a general permit with FDEP. The NOI must be filed 48 hours prior to the start of construction activity. Permit fee is $300.00. Contractor shall be responsible for maintaining erosion control and other devices to comply with the SWPPP. The Contractor shall provide two (2) copies of the NOI and SWPPP to the Owner and Engineer prior to the start of construction.

1.03 WORK BY OWNER

A. Owner will obtain permits listed in the Supplementary Conditions that affect the installation of the Work.

B Copies of all permits obtained by the Owner are provided. All provisions and restrictions in these permits shall be part of the Contract requirements.

1.04 OWNER FURNISHED ITEMS

A. Contractor shall supply all materials. There are no Owner furnished items.

1.05 CONTRACTOR USE OF SITE

A. Nothing in this Contract shall imply that the Contractor shall have exclusive use of roadways on public and private lands of the execution to the work.

B. All other lands including temporary construction easements deemed necessary by the Contractor for construction operations, temporary facilities, the storage of materials and equipment and other facilities required for the execution of the work shall be obtained by the Contractor.

C. Limit use of site for work and for construction operations.

D. Schedule work activities at the site during daylight hours on regular week days, except as described in Section 1.02(C) above. Any scheduled work activities outside this period shall be approved in writing by both the Owner and the Engineer.

E. Contractor shall not limit ingress and egress of adjacent public and private properties.

1.06 WORK SEQUENCE

A. Contractor shall follow a sequence of work activity that minimizes disturbances of the public and adjacent property owners and minimizes damage to components of the new work.

B. Where installation of pipes is allowed by open cutting trenches in streets and driveways, the Contractor shall maintain alternative ingress and egress at all times of all such open-cut activities. Affected parties shall be notified at least 48 hours in advanced.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Procedure for Measurement.

B. Incidental Work.

C. Unit Prices.

D. Substitution Procedures.

E. Schedule of Values.

F. Application for Progress Payments.

G. Contract Modification Procedures.

H. Application for Final Payment.

1.02 RELATED SECTIONS

A. Section 01 30 00 - Submittal Procedures.

1.03 PROCEDURE FOR MEASUREMENT

A. For lump sum items, payment shall be made based on the lump sum prices set forth in the Bid Form based on level of completed Work as determined by the accepted Schedule of Values.

B. For field measure unit-price items, payment shall be based on the actual amount of Work accepted and for the actual amount of materials in place, as shown by the final measurements.
   1. All units of measurement shall be standard United States convention as applied by the specific items of work by tradition and as interpreted by the Engineer.
   2. After the Work is completed and before final payment is made, the Engineer will make final field measurements to determine the quantities of various items of Work accepted as the basis for final settlement.

1.04 INCIDENTAL WORK

A. Incidental work items are items, specifically identified or not, that are an integral part of the completed project as required under the Contract Documents for which separate payment is not made. These items may include but are not limited to the following:

1. Pre-construction photographs and videos.
2. Schedules, bonds, insurance, shop drawings, warranties, and other submittals required.
3. Permits not obtained by the Owner.
4. Project identification signs.
5. Horizontal and vertical survey control and construction staking.
6. Maintenance of traffic.
7. Clearing, grubbing, stripping, and disposal of vegetation.
8. Providing additional fill material.
9. Transport and disposal of excess material and debris.
10. Containment, clean-up, and disposal of water from existing mains and water used for pipeline flushing.
11. Dust and erosion control, including the cost of implementing and maintaining controls in accordance with the Stormwater Pollution Prevent Plan for the project.
12. Utility crossings and minor relocations unless payment is otherwise made.
13. Materials, labor, and equipment necessary to protect the structural integrity of existing paved roadways. Incidental damage to paved roadways, including damage to the existing subbase, base, and/or asphalt concrete pavement, shall be restored/repaired at the Contractor's sole expense to the satisfaction of the Owner.
14. Materials, labor, and equipment necessary to protect the integrity and operation of existing utilities. Any damage to existing utilities shall be repaired/replaced at the Contractor's sole expense to the satisfaction of the Owner.
15. Temporary utility service.
16. Temporary barriers and fences for the protection and security of the work site and adjoining properties.
17. Final or temporary right-of-way restoration. All materials and Work for right-of-way restoration shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, latest edition.
18. Repair and restoration of property, including the removal and replacement of stabilized roadway and driveways, guard rails, curbs, drainage structures, signs, traffic loop detectors, pavement markings, utility poles, mailboxes, seeding and sodding, landscaping and irrigation, and other items impacted by construction.
19. On-going and final cleanup.

20. Project record documentation, including the provision of "as-built" drawings certified by a Registered Professional Land Surveyor.
21. All other items required for completion of the Contract.

1.05 UNIT PRICES

A. ITEM 1 - PVC Water Main
1. Water main shall be paid at the Contract Unit Price per linear foot of installed pipe. The measurement shall be made in place, along the center line of the pipe.
2. Contract Unit Price shall be full compensation for: excavation; bedding; backfill; furnishing and installing pipe and joints (including restrained joints); furnishing and installing all gaskets, nuts, bolts, and hardware necessary for the various pipe joints (including restrained joints and pipe restraints); furnishing and installing temporary caps; dewatering; compaction of backfill to required density; furnishing and installing tracer wire and marker tape; flushing and cleaning; testing; erosion control; final clean-up; coordination with other utilities; and all other incidental items of Work not paid for under other items.

B. ITEM 2 - HDPE Water Main (Horizontal Directional Drill)
1. HDPE Horizontal directional drill (HDD) shall be paid for at the Contract Unit Price per linear foot of HDD installed.
2. The Contract Lump Sum Price shall be payment in full for furnishing all labor, materials, tools, and equipment required for all clearing, excavating, directional drilling of pilot holes, pull-back of piping, drilling mud pumping/recirculation systems, pipe, testing, backfilling, restoration, erosion control, final cleanup, and all other incidental items of Work not paid for under other items. The Contractor shall include in the Contract Unit Price shall account for any allowance for horizontal deflection, vertical deflection, and all wastage.

C. ITEM 3 - Fittings
1. Fittings shall be paid at the Contract Unit Price for each fitting installed of the size and type identified.
2. The Contract Unit Price shall be payment in full for all excavation, furnishing and installing the fitting with joint restraint, testing, backfilling, restoration, erosion control, final cleanup, and all other incidental items of Work not paid for under other items.

D. ITEM 4 - Valves and Appurtenances
1. Valves and Appurtenances shall be paid at the Contract Unit Price for each valve installed of the size and type identified.
2. The Contract Unit Price shall be payment in full for all excavation, furnishing and installing the valve, valve box, and joint restraint, testing,

dewatering, backfilling, restoration, erosion control, final cleanup, and all other incidental items of Work not paid for under other items..

E. ITEM 5 - Air Release Valve and Enclosure

1. Air Release Valve and Enclosure shall be paid at the Contract Unit Price for each air release valve installed.
2. The Contract Unit Price shall be payment in full for all material, labor, equipment, and tools required to install and air release valve. The Contract Unit Price shall also include, but is not limited to, air release valve, enclosure, tapping saddles, all necessary adapters, couplings, excavation and installation of joint restraints on existing pipe, hardware, dewatering, backfilling, final grading, coordination with other utilities, and all other incidental items of Work not paid for under other items.

F. ITEM 6 - Tapping Sleeve and Valve (Wet Tap)

1. Tapping Sleeve and Valve shall be paid for at the Contract Unit Price for each wet tap connection installed.
2. The Contract Unit Price shall be payment in full for all excavation, furnishing and installing the tapping sleeve and valve. The Contract Unit Price shall also include, but is not limited to, tapping sleeve, tapping valve, valve operators, valve extension stems and valve boxes, all necessary adapters, couplings, and appurtenances to make the final connection, joint restraints, hardware, dewatering, excavation bedding, backfilling, final grading, and all other incidental items of Work not paid for under other items. All final connections to existing water lines shall be made by the Contractor after the Contractor has received clearance from the Florida Department of Environmental Protection for the new water line.

G. ITEM 7 - Fire Hydrant Assembly

1. Fire Hydrant Assemblies shall be paid for at the Contract Unit Price for each fire hydrant assembly installed.
2. The Contract Unit Price shall be payment in full for all excavation, furnishing and installing the hydrant lead, hydrant, sample tap, isolation valve, valve box, and joint restraint, testing, backfilling, restoration, mulching, seeding, sodding, erosion control, final cleanup, and all other incidental items of Work not paid for under other items.

H. ITEM 8 - Concrete Driveway Restoration

1. Concrete Driveway Restoration shall be paid for at the Contract Unit Price per square yard of driveway disturbed within the limits of construction.
2. The Contract Unit Price shall be full compensation for removing and disposing of the existing pavement/driveway material, furnishing and installing all material to restore the pavement/driveway to original

depth and width, repair of all areas disturbed, repair/replacement of mitered end sections and cross drains, and all other incidental items of Work not paid for under other items. All materials and Work shall be in accordance with FDOT Standard Specifications for Road and Bridge Construction, latest edition. All areas of this item disturbed due to the Contractor's operations which are not within the limits of construction as shown on the Drawings shall also be satisfactorily repaired at no additional cost to the Owner.

I. ITEM 9 - Seeding and Mulch

1. Seeding and mulch shall be paid at the Contract Unit Price per linear feet of grass disturbed measured along the center line of pipe.
2. The Contract Unit Price shall be full compensation for supplying and installing seed and mulch, ground preparation, fertilizer, equipment, water, and all other incidental items of Work not paid for under other items. Seed type shall match the existing predominate type. All areas of this item disturbed due to the Contractor's operations which are not within the area described above shall be satisfactorily restored at no additional cost to the Owner

J. ITEM 10 - Sodding

1. Sodding shall be paid at the Contract Unit Price per linear feet of grass disturbed measured along the center line of pipe.
2. The Contract Unit Price shall be full compensation for supplying and installing sod, ground preparation, fill, fertilizer, equipment, water, and all other incidental items of Work not paid for under other items. Sod type shall match the existing predominate type. All areas of this item disturbed due to the Contractor's operations which are not within the area described above shall be satisfactorily restored at no additional cost to the Owner

K. ITEM 11 - Maintenance of Traffic

1. Maintenance of Traffic shall be paid at the Contract Lump Sum Price. Payment for Maintenance of Traffic shall be made in proportion to the pipe installed in road rights-of-way.
2. The Contract Lump Sum Price shall be full compensation for all traffic control including plan preparation and submittal, signs and barricades, flaggers, uniformed officers and all other incidental items of Work not paid for under other items. The nature and extent shall be as described in the Florida DOT Standard Specifications for Road and Bridge Construction.

L. ITEM 12 - Trench Safety Measures

1. Trench Safety Measures shall be paid at the Contract Lump Sum Price. Payment for Trench Safety Measures shall be made in proportion to the quantity of pipe installed.
2. The Contract Lump Sum Price shall be full compensation for all trench boxes, sheeting, bracing and shoring in excavations and all other incidental items of Work not paid for under other items. The nature and extent shall be as described in the Florida Trench Safety Act and OSHA Standard 29 CFR Part 1926.650 Subpart P.

M. ITEM 13 - Prevention, Control, and Abatement of Erosion/Water Pollution

1. Prevention, Control, and Abatement of Erosion/Water Pollution shall be paid at the Contract Lump Sum Price.
2. The Contract Lump Sum Price shall be full compensation for all work including labor, materials, and equipment necessary for the prevention, control, and abatement of erosion and water pollution related to the construction of the Work required by the Contract Documents. Work under this item shall also include all regulatory permitting including NPDES NOI for General Permit for Construction Projects and the preparation of the erosion and sediment control plan.

N. ITEM 14 - Mobilization

1. Mobilization shall be paid at the Contract Lump Sum Price. Payment for Mobilization shall be made as follows: 30% of the item shall be complete at the end of the first month (or pay period) of the contact time; 60% of the item shall be complete when 30% of the original contract is complete; 100% of the item shall be complete when 60% of the original contract is complete.
2. The Contract Lump Sum Price shall be full compensation for transporting equipment, labor and materials to the site at the beginning of and throughout the Project and removing said items at the end of the

O. ITEM 15 - Public Construction Bond

1. Public Construction Bond shall be paid at the Contract Lump Sum Price. Payment shall be made at the end of the first month.
2. The Contract Lump Sum Price shall be full compensation for the Public Construction Bond as Required for this Bid.

1.06 ALTERNATES

A. None

1.07 SUBSTITUTION PROCEDURES

A. Engineer will consider requests for Substitutions only within 30 days after date established in Notice to Proceed following procedure required in Section 01 60 00 - Product Requirements.

1.08 SCHEDULE OF VALUES

A. Submit typed schedule on Application for Payment form (Section 00 62 76) or equivalent Contractor's standard form or electronic media printout acceptable to the Owner and Engineer.

B. Submit final Schedule of Values based on Bid unit prices in duplicate within fifteen (15) days after date of Owner-Contractor Agreement.

C. Include within each line item a direct proportional amount of Contractor's overhead and profit as included in the Bid submittal.

D. Revise schedule to list approved Change Orders with each Application for Payment.

1.09 APPLICATION FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Present required information in typewritten form.

C. Form: Section 00 62 76 - Application for Payment Form. Contractor's standard form or electronic media printout will be considered.

D. Execute certification by signature of authorized officer.

E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for units of work performed and for stored Products.

F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.

G. Submit three copies of each Application for Payment. Electronic copy shall be acceptable with prior approval by Engineer and Owner.

H. Include the following with the application:
   1. Transmittal letter identifying project and Contractor.
   2. Updated Construction Progress Schedule as specified in Section 01 30 00.
   3. Current construction photographs specified in Section 01 30 00.

I. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.10 CONTRACT MODIFICATION PROCEDURES

A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by EJCDC Article 9.05 by issuing supplemental instructions.

B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within five (5) days.

C. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation.

D. Unit Price Change Order: For pre-determined unit prices, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of Work which are not pre-determined, execute Work under a Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

E. Work Directive Change: Engineer may issue a directive, on EJCDC Work Directive Change (Section 00 63 49) signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

F. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.

G. Maintain detailed records of Work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

H. Change Order Forms: EJCDC Change Order (Section 00 63 63).

I. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.11 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Project Management and Coordination.

B. Construction Progress Documentation.

C. Submittal Procedures.

1.02 PROJECT MANAGEMENT AND COORDINATION

A. Project Coordination
1. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
2. Verify that utility requirements characteristics of operating equipment are compatible with utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connection to, and placing in service, such equipment.
3. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
4. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

B. Preconstruction Conference
1. Owner will schedule a conference after Notice of Award.
2. Attendance Required: Owner, Engineer and Contractor.
3. Agenda:
   a. Execution of Owner-Contractor Agreement.
   b. Submission of executed bonds and insurance certificates.
   c. Distribution of Contract Documents.
   d. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
   e. Designation of personnel representing the parties in Contract, and the Engineer.

f. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
g. Scheduling.
h. Scheduling activities of geo-technical Engineer.

C. Progress Meetings
1. Attend and participate in meetings throughout progress of the Work at maximum monthly intervals.
2. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
3. Agenda:
a. Review minutes of previous meetings.
b. Review of Work progress.
c. Field observations, problems, and decisions.
d. Identification of problems which impede planned progress.
e. Review of submittals schedule and status of submittals.
f. Review of off-site fabrication and delivery schedules.
g. Maintenance of progress schedule
h. Corrective measures to regain projected schedules.
i. Planned progress during succeeding Work period.
j. Coordination of projected progress.
k. Maintenance of quality and Work standards.
l. Effect of proposed changes of progress schedule and coordination.
m. Other business relating to Work.
4. Engineer will have the responsibility for preparing the agenda, presiding at the meeting, recording the minutes, and distributing copies to the Owner, Contractor, participants, and those affected by decisions made.

1.03 CONSTRUCTION PROGRESS SCHEDULES

A. Submit network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry

B. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

C. Indicate estimated percentage of completion for each item of Work at each submission.

D. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.

E. Submit initial Progress Schedules in duplicate within 15 days after date of Owner-Contractor Agreement. After review by Engineer revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.

1.04 SUBMITTAL PROCEDURES

A. Procedures.

1. Deliver submittals to Engineer at Chastain-Skillman | DCCM, 205 E. Orange St, Ste. 110, Lakeland, Florida 33801.
2. Transmit each item with a transmittal form identifying project, Contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number, and Specification section number, as appropriate. Submittals shall only be accepted from the Contractor.
3. Comply with progress schedule for submittals related to Work progress. Submit all Shop Drawings, Product Data, and Samples in a prompt and timely manner so that there will be no delay to Work due to absence of data. Coordinate submittal of related items.
4. Review Shop Drawings, Product Data and Samples prior to submission. Contractor shall stamp, date and sign each submittal to indicate that the subject matter conforms to the requirements of the Contract Documents.
5. Determine and verify:
   a. Field measurements.
   b. Field construction criteria.
   c. Catalog numbers and similar data.
   d. Conformance with specifications.
6. Coordinate each submittal with requirements of the Work and of the Contract Documents.
7. Notify the Engineer in writing, at time of submission, identifying any deviations in the submittals from requirements of the Contract Documents.
8. Should any submitted item require modification to any surrounding structure or appurtenance detailed on the drawings, details of the modifications shall also be submitted. The cost of any modifications shall be completed at no additional cost to the Owner.
9. Begin no fabrication or Work which requires submittals until return of submittals with Engineer review comments.
10. Provide submittals in a prompt and timely manner so as not to delay the Work. Delays in Work caused by incomplete or incorrect submittals or

re-submittals shall not be grounds for time extensions or additional costs to the Owner.

11. After Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
12. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
13. Provide reasonable assurance that materials and equipment delivered to worksite conforms to the reviewed shop drawings. Notify the Engineer of any observed deviations from the shop drawings.

B. Shop Drawings.
1. Shop drawings shall be assigned a sequential number for ease in identification. Re-submittals shall retain the assigned number with an alphabetic suffix.
2. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to drawing and detail number, and specification section number.
3. Minimum sheet size: 8-1/2" x 11".
4. After review, distribute in accordance with Procedures, above.

C. Product Data
1. Preparation
   a. Clearly mark each copy to identify pertinent products or models.
   b. Show performance characteristics and capacities.
   c. Show dimensions and clearances required.
   d. Show wiring or piping diagrams and controls.
2. Manufacturer's standard schematic drawings and diagrams:
   a. Modify drawings and diagrams to delete information which is not applicable to the Work.
   b. Supplement standard information to provide information specifically applicable to the Work.
3. After review, distribute in accordance with Article on Procedures above.

D. Manufacturer's Instructions
1. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for product data.
2. Identify conflicts between manufacturer's instructions and Contract Documents.

E. Manufacturer's Certifications
1. When specified in individual specification Sections, submit manufacturer's certificate to Engineer for review.

2. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
3. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

F. Samples
1. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing Work.
2. Submit samples of finishes from the full range of manufacturers' standard colors and textures for Engineer's selection.
3. Include identification on each sample, with full Project information.
4. Reviewed samples which may be used in the Work are indicated in individual specification sections.

G. Submission Requirements
1. Hard copy submittals:
   a. Shop Drawings: Submit the number of opaque reproductions which the Contractor requires, plus four (4) copies which will be retained by the Engineer.
   b. Product Data: Submit the number of copies which the Contractor requires, plus four (4) which will be retained by the Engineer.
   c. Samples: Submit the number of samples which the Contractor requires (minimum three), plus four (4) which will be retained by the Engineer.
   d. Submittals shall include all information required in paragraph 1.04.G.3. of this Section.
2. Electronic Submittals:
   a. Alternatively an electronic submittal may be made for Shop Drawings and Product Data. Submit one (1) PDF to the Engineer via email or other electronic transmission method approved by the Engineer. PDF format shall allow inserting comments into the document.
   b. A PDF transmittal sheet shall be included with the submittal.
   c. Submittals shall include all information required in paragraph 1.04.G.3. of this Section.
3. Submittals shall contain:
   a. The date of submission.
   b. The Project title and number.
   c. Contract identification.
   d. The names of:
      i. Contractor
      ii. Subcontractor
      iii. Supplier

iv. Manufacturer

e. Identification of the product, with the specification section number.
f. Field dimensions, clearly identified as such.
g. Relation to adjacent or critical features of the Work or materials.
h. Applicable standards, such as ASTM or Federal Specification numbers.
i. Identification of deviations from Contract Documents.
j. A 4" x 4" blank space for Engineer stamps.
k. Contractor's stamp, initialed or signed, certifying to review of submittals, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

4. Resubmissions shall contain:
   a. Date of previous submission.
   b. Revised drawings and data responding to comments of initial review.
   c. Identification of other revisions made on shop drawings and reason for revisions.
5. Failure of Contractor to comply with these requirements shall be cause for rejection of any non-complying submittal.

1.05 PHOTO DOCUMENTATION

A. Preconstruction Video Route/Site Survey
   1. A video route/site survey is required for all construction areas.
   2. All video recordings must be made in a digital, continuous running audio-video format. Audio-video recordings to be provided on standard CD or thumb drive format suitable for play-back on standard computer drives.
   3. All video recording shall be done during times of good visibility. No taping shall be done during periods of visible precipitation.
   4. All CDs or thumb drives shall be properly identified as to location, time, and date. Locations must be identified with respect to street name and station numbering.
   5. Two copies of the CDs or thumb drives shall be provided to the Engineer/Owner prior to construction.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Regulatory Requirements.

B. References.

C. Quality Assurance.

D. Quality Control.

1.02 RELATED SECTIONS

A. Section 01 20 00 - Price and Payment Procedures: Allowances.

B. Section 01 30 00 - Administrative Requirements: Submission of Manufacturers' Instructions and Certificates.

C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

D. Section 01 45 29 - Testing Laboratory Services

1.03 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Obtain copies of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, request clarification for Engineer before proceeding.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 QUALITY ASSURANCE

A. Manufacturers' Field Services and Reports
   1. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
   2. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
   3. Submit report in duplicate within 30 days of observation to Engineer for review.

B. Field Samples
   1. Install field samples at the site as required by individual specifications Sections for review.
   2. Acceptable samples represent a quality level for the Work.
   3. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer.

C. Mock-Up
   1. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
   2. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Engineer.

1.05 QUALITY CONTROL

A. Field Quality Control Procedures
   1. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
   2. Comply fully with manufacturers' instructions, including each step in sequence.
   3. Should manufacturers' instructions conflict with Contract Documents, request written clarification from Engineer before proceeding.
   4. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
   5. Perform Work by persons qualified to produce workmanship of specified quality.
   6. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

B. Testing and Inspection Services
   1. Contractor shall appoint, employ, and pay for services of an independent testing laboratory to perform specified inspection and testing.
   2. If allowance is specified in Section 01 20 00, Contractor shall pay for services from Allowance.
   3. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
   4. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by Engineer. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Sum/Price.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Selection and payment.

B. Contractor submittals.

C. Laboratory responsibilities.

D. Laboratory reports.

E. Limits on testing laboratory authority.

F. Contractor responsibilities.

G. Schedule of inspections and tests.

1.02 RELATED SECTIONS

A. Section 01 20 00 - Price and Payment Procedures: Testing allowance, if specified.

B. Section 01 30 00 - Submittals: Manufacturer's certificates.

C. Section 01 40 00 - Quality Requirements: Testing and Inspection Services.

D. Section 01 70 00 - Contract Closeout: Project Record Documents.

E. Individual Specification Sections: Inspections and tests required, and standards for testing.

1.03 REFERENCES

A. ANSI/ASTM D3740 - Practice for Evaluation for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.04 SELECTION AND PAYMENT

A. Refer to Section 01 40 00 - Quality Requirements for testing laboratory selection and payment.

1.05 QUALITY ASSURANCE

A. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.

B. Laboratory: Authorized to operate in state in which project is located.

C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.

D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.

1.06 CONTRACTOR SUBMITTALS

A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards (NBS) during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.07 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.

B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.

C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Engineer and Contractor with copies to Owner of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspections and tests required by Engineer.

G. Attend pre-construction conferences and progress meetings.

1.08 LABORATORY REPORTS

A. After each inspection and test, promptly submit two copies of laboratory report to Engineer, to Owner and to Contractor.

B. Include:
1. Date issued
2. Project title and number
3. Name of inspector
4. Date and time of sampling or inspection
5. Identification of product and Specifications Section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of tests
10. Conformance with Contract Documents.

C. When requested by Engineer, provide interpretation of test results.

1.09 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of Contractor.

D. Laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

B. Cooperate with laboratory personnel, and provide access to the Work.

C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Temporary Utilities

B. Temporary Controls

C. Construction Facilities

1.02 RELATED REQUIREMENTS

A. Section 01 70 00 - Execution and Closeout Procedures: Final Cleaning.

1.03 ELECTRICITY, LIGHTING

A. Provide and pay for power service required from utility source.

B. Provide separate metering and pay for cost of energy used.

C. Provide power outlets for construction operations, with branch wiring and distribution boxes located to allow service by means of construction-type power cords.

D. Provide main service disconnect and over-current protection at convenient location.

1.04 TEMPORARY VENTILATION

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.05 TEMPORARY WATER SERVICE

A. Connect to the City system.

B. Owner will pay cost of water used. Exercise measures to conserve water.

C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.06 SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures.

B. Existing sanitary facilities within buildings may not be utilized.

1.07 BARRIERS

A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials and puddling or continuous running water.

1.08 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic and storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.09 SECURITY

A. Provide security program and facilities to protect Work, existing facilities and Owner's operations from unauthorized entry, vandalism and theft. Coordinate with Owner's security program.

1.10 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment as required to comply with Specifications.

B. Comply with County, City, Water Management District, and Department of Environmental Protection standards for runoff water quality.

1.11 PARKING

A. Arrange for temporary surface parking areas to accommodate construction personnel.

B. When site space is not adequate, provide additional off-site parking.

1.12 CLEANING DURING CONSTRUCTION

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove waste materials, debris and rubbish from site periodically and dispose of off-site.

1.13 REMOVAL

A. Remove temporary above-ground or buried utilities, materials, equipment, services and construction prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provision of temporary storm water pollution prevention measures.

1.02 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

B. ASTM D 4439 - Geosynthetics

C. ASTM D 4491 - Water Permeability of Geotextiles by Permittivity

D. ASTM D 4533 - Trapezoid Tearing Strength of Geotextiles

E. ASTM D 4632 - Grab Breaking Load and Elongation of Geotextiles

F. ASTM D 4751 - Determining Apparent Opening Size of a Geotextile

G. ASTM D 4873 - Identification, Storage, and Handling of Geosynthetic Rolls and Samples

H. FDOT Standard Specifications for Road and Bridge Construction

1.03 GENERAL

A. The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of the National Pollution Discharge Elimination System (NPDES) permit.

1.04 SUBMITTALS

A. The following shall be submitted in accordance with Section 01 30 00 - Administrative Requirements:
   1. Mill Certificate or Affidavit: Certificate attesting that the Contractor has met all specified requirements.

1.05 EROSION AND SEDIMENT CONTROLS

A. Stabilization Practices: The stabilization practices to be implemented shall include temporary seeding, mulching, protection of trees, preservation of mature vegetation, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated.

Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS below, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

1. Unsuitable Conditions: Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.
2. No Activity for Less Than 21 Days: Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

B. Structural Practices: Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices. Location and details of installation and construction are shown on the drawings.

1. Silt Fences: The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Silt fences shall be installed in the locations indicated on the drawings. Final removal of silt fence barriers shall be upon approval by the Engineer.
2. Straw Bales: The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bales shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent

runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, bales shall be placed as work progresses, bales shall be removed/replaced/relocated as needed for work to progress in the drainage area). Areas where straw bales are to be used are shown on the drawings. Final removal of straw bale barriers shall be upon approval by the Engineer. Rows of bales of straw shall be provided as follows:

a. Along the downhill perimeter edge of all areas disturbed.
b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.
c. Along the toe of all cut slopes and fill slopes of the construction areas.
d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas. Rows shall be spaced as shown on the drawings.
e. Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Rows shall be spaced as shown on the drawings.

3. Floating Turbidity Barrier: The Contractor shall provide floating turbidity barriers as a temporary structural practice to minimize sediment runoff. Turbidity barriers shall be properly installed to effectively retain sediment prior to starting any work where erosion may occur and sediment discharged. Turbidity barriers shall be installed in the locations indicated on the drawings. Final removal of barriers shall be upon approval by the Engineer.

PART 2 - PRODUCTS

2.01 COMPONENTS FOR SILT FENCES

A. Filter Fabric: The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of -18 to 49 degrees C (0 to 120 degrees F). The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile	ASTM D 4632	100 lbs. min.
Elongation (%)		30 % max.
Trapezoid Tear	ASTM D 4533	55 lbs. min.
Permittivity	ASTM D 4491	0.2 sec^{-1}
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

B. Silt Fence Stakes and Posts: The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction shall have a minimum cross section of 2 inches by 4 inches for softwoods or 2 inches by 2 inches for hardwoods, and shall have a minimum length of 3 feet. Steel posts (standard 11U11 or 11T11 section) utilized for silt fence construction, shall have a minimum mass of 1.33 pounds per linear foot and a minimum length of 3 feet.

C. Mill Certificate or Affidavit: A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

D. Identification Storage and Handling: Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

2.02 COMPONENTS FOR STRAW BALES

A. The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as bahia, bermuda, etc., furnished in air dry condition. The bales shall have a standard cross section of 14 inches by 18 inches. All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have a minimum dimension of 2 inches x 1 inch in cross section and shall have a minimum length of 4 feet. Steel posts (standard 11U11 or 11T11 section) utilized for securing straw bales, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 3 feet.

2.03 COMPONENTS FOR FLOATING TURBIDITY BARRIERS

A. Floating Turbidity Barriers shall be either Type I or Type II, in accordance with FDOT standard specifications and details.

PART 3 - EXECUTION

3.01 INSTALLATION OF SILT FENCES

A. Silt fences shall extend a minimum of 15 inches above the ground surface and shall not exceed 18 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 8 inches deep on the upslope side of the location of the silt fence. The 4-inch by 8-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Engineer.

3.02 INSTALLATION OF STRAW BALES

A. Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of a bale and the length of the proposed barrier to a minimum depth of 4 inches. After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven 18 inches deep into the ground to securely anchor the bales.

3.03 INSTALLATION OF FLOATING BARRIER

A. Floating barriers shall be installed in accordance with FDOT Standard Details and manufacturer's instructions.

3.04 MAINTENANCE

A. The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

1. Silt Fence Maintenance: Silt fences shall be inspected in accordance with paragraph INSPECTIONS, below. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be sodded.
2. Straw Bale Maintenance: Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS, below. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be sodded.

3.05 INSPECTIONS

A. General: The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5

inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

B. Inspections Details: Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

C. Inspection Reports: For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Engineer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

END OF SECTION

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SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. General product requirements

B. Transportation and handling

C. Storage and protection

D. Product option requirements

E. Substitution limitations and procedures

F. Spare parts and maintenance materials

1.02 RELATED SECTIONS

A. Section 01 30 00 - Administrative Requirements: Product submittals.

B. Section 0 40 00 - Quality Requirements: Product quality monitoring.

PART 2 - PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named or request an equal product by an alternate manufacturer. Determination of the alternate meeting the specifications is at the discretion of the Engineer per Article 7.04 of the Standard General Conditions.

C. Products Specified by Naming One or More Manufacturers with no or equals permitted: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

2.03 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 - EXECUTION

3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. A request for substitution constitutes a representation that the Bidder:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the substitution as for the specified product.
3. Will coordinate installation and make changes to other work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities in accordance with Paragraph 7.05E of the Standard General Conditions.
6. Understand that the Owner may, at his sole discretion, select any substitution proposed.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

E. Substitution Submittal Procedure:

1. Submit three copies of request for substitution on the Substitution Request Form for consideration. Limit each request to one proposed substitution. All proposed Substitutions, except in the case where products become unavailable, must be listed.
2. Submit shop drawings, product data, certified test results, equipment technical details, performance details, and other information attesting to the proposed product equivalence as required by the Owner and/or as described in the Contract Documents.
3. Submit data documenting the amount to be deducted from the Contract Price. The deduction must be an installed price and include any changes in Work necessary to accommodate the substitution in accordance with Paragraph 7.05A of the Standard General Conditions.
3. The Engineer will notify Bidder in writing of decision to accept or reject request. If rejected, Bidder must use supplier/equipment identified in the Bid. If accepted, a Change Order will be issued reducing the Contract Price by the deductive amount stated on the Substitution Request Form.

3.02 TRANSPORTATION AND HANDLING

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

B. Transport and handle products in accordance with manufacturer's instructions.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

F. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

G. If requested by Engineer, provide documentation that stored materials are maintained in accordance with manufacturers' short and long-term storage procedures.

END OF SECTION

SUBSTITUTION REQUEST FORM

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ _____

Section: _____ Page: _____ _____
Description:

Article/Paragraph:

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

A/E's REVIEW AND ACTION

☐ Substitution approved.
☐ Substitution approved as noted.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: Date:

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

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Form Version: June 2004

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED SECTIONS

A. Section 01 30 00 - Administrative Requirements: Submittals procedures.

B. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.

1.02 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Survey work: Submit name, address, and telephone number of registered Professional Land Surveyor before starting survey work.
   1. On request, submit documentation verifying accuracy of survey work.
   2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.

C. Cutting and Patching: Submit written request in advance of cutting or alteration which affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.

1.03 QUALIFICATIONS

A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Engineer. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.04 PROJECT CONDITIONS

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.05 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 - PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Engineer of any discrepancies discovered.

C. Contractor shall locate and protect survey control and reference points.

D. Control datum for survey is that indicated on Drawings.

E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

F. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

H. Utilize recognized engineering survey practices.

I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means.

J. Periodically verify layouts by same means.

K. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

3.05 CUTTING AND PATCHING

A. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.

B. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing.

C. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

E. Restore work with new products in accordance with requirements of Contract Documents.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 FINAL CLEANING

A. Use cleaning materials that are non-hazardous.

B. Clean site, sweep paved areas, rake clean landscaped surfaces.

C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Notify Engineer when work is considered ready for Substantial Completion.

C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's review.

D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.

E. Notify Engineer when work is considered finally complete.

F. Record Drawings and Shop Drawings:
   1. Legibly mark each item to record actual construction including:
      a. Horizontal and vertical coordinates of underground utilities and appurtenances shall be provided for all fittings, valves, and ends of casings. Coordinates shall be based on the State Plane Coordinate System NAD83, adjustment 2011, Florida West Zone, US Survey feet. Elevation data, based on NAVD88 datum, shall be provided at all fittings, valves, and ends of casings, and at 250' intervals along mains. Coordinates shall be developed at survey levels of accuracy.
      b. Provide a Summary Table that identifies valves, casings, and key appurtenances of the project along with their horizontal and vertical coordinates.
      c. Field changes of dimension and detail.
      d. Details not on original Contract drawings.
   2. Record drawings shall be signed and sealed by a registered professional land surveyor.

G. Complete items of work determined by Engineer's final inspection.

END OF SECTION

SECTION 31 10 00
SITE CLEARING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Remove surface debris.

B. Remove paving, curbs, and sidewalks.

C. Clear the surface of the site of plant life and grass.

D. Remove root system of trees and shrubs.

E. Dispose of removed material.

1.02 REFERENCE STANDARDS

A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC), latest edition.

1.03 REGULATORY REQUIREMENTS

A. Burning of debris on-site is prohibited.

B. Florida Department of Environmental Protection regulations.

C. Contractor shall obtain any special permits needed to remove and to dispose of any debris off-site.

D. Coordinate clearing work with utility companies.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

3.02 PROTECTION

A. Protect plant life, lawns, and other features remaining as a portion of final landscaping.

B. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

C. Maintain and protect above and below grade utilities which are to remain.

D. Notify utility company(s) to remove and/or re-locate utilities, when required.

E. Maintain designated site access for vehicle and pedestrian traffic.

3.03 CLEARING

A. Clearing shall conform to the requirements of Section 110, SSRBC.

B. Clear areas required for access to site and execution of Work.

C. Remove trees and shrubs on the site that will conflict with the new facilities. Remove stumps and root systems to a minimum depth of six (6) inches.

D. Clear undergrowth and deadwood without disturbing subsoil.

E. Remove paving, curbs, and sidewalks.

3.04 DISPOSAL

A. Remove debris from site. No burning on the site will be allowed.

B. Conform to applicable Florida Department of Environmental Protection regulations for disposal of all debris.

END OF SECTION

SECTION 31 22 13
ROUGH GRADING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Removal of topsoil and subsoil

B. Cutting, grading, filling and rough contouring the site for site structures

1.02 REFERENCE STANDARDS

A. AASHTO T180 - Test Methods for Moisture Density Relations of Soils, Using 10-lb. Rammer and 18-inch Drop.

B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC), latest edition.

1.03 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Section 01 70 00.

B. Accurately record actual locations of utilities remaining, by horizontal dimensions, elevations or inverts, and slope gradients.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify site conditions.

B. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.02 PREPARATION

A. Identify required lines, levels, contours and datum.

B. Stake and flag locations of known utilities.

C. Locate, identify, and protect utilities that remain from damage.

D. Notify utility company(s) to remove and/or re-locate utilities, when required.

E. Protect above and below grade utilities that remain.

F. Protect plant life, lawns, and other features remaining as part of final landscaping.

G. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.03 SUBSOIL EXCAVATION

A. Excavate subsoil from areas to be further excavated, re-landscaped, or re-graded.

B. Areas shall be leveled sufficiently to permit equipment traffic, cut to grade, if necessary, and then compacted using a large diameter, self-propelled or tractor drawn vibratory roller. The vibratory drum roller should have a static drum weight of eight to ten tons and should be capable of exerting a minimum impact force of 36,000 pounds.

C. Prior to beginning compaction, soil moisture content shall be controlled to ensure adequate compaction. Provide a moisture content within two percentage points of the optimum moisture content indicated by the modified Proctor test.

D. A minimum of eight overlapping passes shall be made by the vibratory drum roller across the stripped or cut ground surface. Compaction should continue until the minimum density of 98%, modified Proctor, is achieved.

E. Remove excess excavated material from site.

3.04 FILLING

A. Fill areas to contours and elevations.

B. Place fill materials in continuous layers not exceeding one foot thick, and compact to 98% modified Proctor, Maximum Dry Density.

C. Maintain optimum moisture content of fill materials to attain required compaction density.

D. Make grade changes gradual. Blend slope into level areas.

E. Remove surplus fill materials from site. Dispose of surplus material in accordance with all local, state and federal regulations.

3.05 TOLERANCES

A. Top Surface of Subgrade: Plus or minus 0.1 feet.

3.06 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 40 00.

B. Compaction testing will be performed in accordance with AASHTO T180.

C. Frequency of Tests: Per FDOT requirements.

D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

END OF SECTION

SECTION 31 23 16
EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Excavation for paving

B. Excavation for sidewalks

C. Excavation for site structures

D. Removing from the site and disposing of excess excavated material

1.02 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO) M145 Soil Classifications.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Satisfactory soil materials are defined as those complying with AASHTO M145, soil classification Groups A-1, A-2-4, A-2-5, and A-3, with less than 35% passing sieve #200 and maximum PI of 10.

B. Unsatisfactory soil materials are those defined in AASHTO M145 soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6 and A-7; also peat and other highly organic soils.

PART 3 - EXECUTION

3.01 PREPARATION

A. Identify required lines, levels, contours, and datum.

3.02 EXCAVATION

A. Excavate subsoil required to accommodate sidewalk and paving and construction operations.

B. Excavation shall be in compliance with the safety regulations issued by the Department of Labor, Occupational Safety and Health Administration (OSHA) and with the Florida Trench Safety Act. Ensure that a "competent person", as defined by OSHA, is on-site during all construction activities.

C. Underpin adjacent structures which may be damaged by excavation work.

D. Grade top perimeter of excavation to prevent surface water from draining into excavation.

E. Hand trim excavation. Remove loose matter.

F. Remove lumped subsoil, boulders, and rock. Remove excessively wet, yielding, soft, or hard and lumpy unsuitable materials encountered to a minimum depth of 12 inches below finish grade or invert grade.

G. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume Work.

H. Correct areas over-excavated in accordance with Section 31 23 23.

I. Stockpile excavated material in designated area. Remove excess excavated material from site. Dispose of excess material in accordance with all local, state, and federal regulations.

3.03 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 40 00.

B. Provide for visual inspection of bearing surfaces.

3.04 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 01 50 00.

B. Protect excavation by methods required to prevent cave-in or loose soil from falling into excavation.

END OF SECTION

SECTION 31 23 23
FILL

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Filling, backfilling, and compacting for sidewalks, paved areas, and other facilities

B. Fill for over-excavation

C. Fill for excavation of unsuitable materials

D. Supplying fill material as needed

1.02 REFERENCE STANDARDS

A. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb. Rammer and 18-in. Drop.

B. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

C. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC), latest edition.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

A. Fill: Silica sand or local materials meeting requirements of Section 902, SSRBC.

B. Structural Fill: Size Number 57 Coarse Aggregate, complying with Section 901, SSRBC.

PART 3 - EXECUTION

3.01 PREPARATION

A. Compact subgrade to density requirements for subsequent backfill materials.

B. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with fill and compact to density equal to or greater than requirements for subsequent fill material.

3.02 FILLING AND BACKFILLING

A. Supply, transport and install fill and backfill material as needed to meet the required elevations plus or minus 1-inch.

B. Systematically fill and backfill to allow maximum time for natural settlement. Do not fill or backfill over porous, wet or spongy subgrade surfaces.

C. Place and compact materials in continuous layers not exceeding 12 inches compacted depth. All fill and backfill shall be installed and compacted to 98 percent of the modified Proctor, maximum dry density.

D. Employ a placement method that does not disturb or damage other work.

E. Maintain optimum moisture content of materials to attain required compaction density.

F. Make gradual grade changes. Blend slope into level areas.

G. Remove surplus materials from site.

3.03 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 40 00.

B. Compaction testing will be performed in accordance with AASHTO T180.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to the Owner.

D. Proof roll compacted fill surfaces under pavers and paving.

E. Frequency of Testing: per FDOT requirements.

3.04 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 01 50 00.

B. Reshape and re-compact fills subjected to vehicular traffic.

END OF SECTION

SECTION 31 23 33
TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Excavating trenches for municipal utilities

B. Installing and compacting utility bedding material

C. Compacted fill from top of utility bedding to subgrade elevations

D. Backfilling and compaction of trenches

1.02 REFERENCE STANDARDS

A. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb Rammer and 18-inch Drop.

B. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

C. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC), latest edition.

1.04 COORDINATION

A. Coordinate Work with owner(s) of utilities.

B. Verify Work associated with lower elevation utilities are complete before placing higher elevation utilities.

1.05 DEFINITIONS

A. Utility: Any buried pipe, conduit, or cable.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

A. Fill: Silica sand or local materials meeting requirements of Section 902, SSRBC.

B. Utility Bedding: Silica sand or local materials meeting requirements of Section 901, SSRBC.

C. Structural Fill: FDOT #57 Coarse Aggregate, complying with Section 901, SSRBC.

PART 3 - EXECUTION

3.01 GENERAL

A. Verify that survey bench mark and intended elevations for the Work are as indicated.

B. Field verify that existing pipelines, other utilities, and structures are as shown on the Drawings (size, horizontal location, and vertical location).

C. Identify required lines, levels, contours, and datum.

D. Protect plant life, lawns, and other features remaining as a portion of final landscaping.

E. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

F. Maintain and protect above and below grade utilities which are to remain.

G. Notify utility company(s) to remove and/or re-locate utilities, when required.

H. No pipe shall be laid when, in the opinion of the Engineer, trench conditions are unsuitable. Pipe shall be laid in a dry trench unless otherwise authorized by the Owner or Engineer.

I. Length of open trench on existing roads may be limited by the Engineer to minimize public inconvenience or danger to life or property.

3.02 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Excavate subsoil required for utilities to design pipe, conduit, or cable invert.

C. Excavation shall be in compliance with the safety regulations issued by the Department of Labor, Occupational Safety and Health Administration (OSHA)

and with the Florida Trench Safety Act. Ensure that a "competent person", as defined by OSHA, is on-site during all construction activities.

D. Grade top perimeter of excavation to prevent surface water from draining into excavation.

E. Maintain vehicles 5 feet minimum from top of excavation slope.

F. Dewatering shall be performed, as necessary, to maintain a ground water level two (2) feet below the pipe invert or bottom of excavation during construction.

G. Cut trenches sufficiently wide to enable installation and to allow inspection.

H. Hand trim excavation. Hand trim for bell and spigot pipe joints. Remove loose material.

I. Remove lumped subsoil, boulders, and rock. Remove excessively wet, yielding, soft, or hard and lumpy unsuitable materials encountered to a minimum depth of 12 inches below finish grade or invert grade.

J. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume Work.

K. Correct areas over-excavated in accordance with Backfilling section 3.03.

L. Stockpile excavated material in designated area on-site. Remove excess excavated material not being used from site. Dispose of excess material in accordance with all local, state and federal regulations.

3.03 BACKFILLING

A. Supply, transport to the site, and install any necessary utility bedding and/or fill material.

B. Place and compact utility bedding material in continuous layers. Each layer shall not exceed 6 inches nor shall it exceed one half of the pipe diameter. Bedding shall extend to at least 12 inches above the top of the pipe or conduit. All bedding shall be compacted to 98 percent of the modified Proctor, maximum dry density.

C. Maintain optimum moisture content of bedding material to attain required compaction density.

D. Employ a placement method that does not disturb or damage pipe in trench.

E. Backfill the trench from the top of the bedding to the finished grade in lifts no greater than 12 inches. Backfill shall be compacted to 95 percent of the modified Proctor, maximum dry density. In non-paved areas and away from structures, backfill shall be compacted to 90 percent modified Proctor, maximum dry density.

F. Remove surplus fill materials from site. Dispose of surplus material in accordance with all local, state and federal regulations.

G. Leave fill material stockpile areas completely free of excess fill materials.

3.04 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 40 00.

B. Compaction testing will be performed in accordance with AASHTO T180.

C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.

D. Frequency of tests:
1. One test per installed lift under grassed or other non-paved areas at intervals not to exceed 500 feet. Initial test shall be performed in the first 100 feet of trench backfilled.
2. One test per installed lift under paved areas at intervals not to exceed 200 feet. Initial test shall be performed in the first 100 feet of trench backfilled.

3.05 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 01 50 00.

B. Protect excavation by methods required to prevent cave-in or loose soil from falling into excavation.

C. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 32 16 00
CURBS, GUTTERS, SIDEWALKS, AND DRIVEWAYS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Furnish and install cast-in-place concrete for curbs, gutters, sidewalks, and driveways.

B. Control, expansion and contraction joint devices associated with concrete work.

C. Concrete formwork.

D. Concrete reinforcement.

E. Miscellaneous concrete elements.

F. Concrete curing.

1.02 RELATED SECTIONS

A. Section 01 30 00 - Administrative Requirements

B. Section 01 40 00 - Quality Requirements

C. Section 01 70 00 - Execution and Close-out Requirements

1.03 REFERENCES

A. Without limiting the generality of other requirements of these specifications, all work herein shall conform to or exceed the requirements of the Building Code and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of this Section.

1. Codes and Standards
   The building code, as referenced herein, shall be the Florida Building Code, (FBC) latest Edition with all current Supplements.
2. Commercial Standards.
   a. ACI 117 Standards Specifications for Tolerance for Concrete Construction and Materials
   b. ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
   c. ACI 214 Recommended Practice for Evaluation of Strength

		Test Results of Concrete.
d.	ACI 304	Recommended Practice for Measuring, Mixing and Transporting and placing concrete
e.	ACI 305R	Hot Weather Concreting.
f.	ACI 306R	Cold Weather Concreting.
g.	ACI 308	Standard Practice for Curing Concrete
h.	ACI 309	Recommended Practice for Consolidation of Concrete
i.	ACI 315	Details and Detailing of Concrete Reinforcement.
j.	ACI 318	Building Code Requirements for Reinforced Concrete.
k.	ACI 347	Recommended Practice for Concrete Formwork.
l.	ACI 544	Fiber Reinforced Concrete
m.	ASTM A185	Standard Specifications for Steel Welded Wire reinforcement Plain For concrete
n.	ASTM A 615	Standard specifications for Deformed and Plain billet-Steel Bars for concrete reinforcement
o.	ASTM C 31	Methods of Making and Curing Concrete Test Specimens in the Field.
p.	ASTM C 33	Specification for Concrete Aggregates.
q.	ASTM C 39	Test Method for Compressive Strength of Cylindrical Concrete Specimens.
r.	ASTM C 88	Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate.
s.	ASTM C 94	Specification for Ready-Mixed Concrete.
t.	ASTM C 136	Method for Sieve Analysis of Fine and Coarse Aggregate.
u.	ASTM C 143	Test Method for Slump of Portland Cement Concrete.
v.	ASTM C 150	Specification for Portland Cement.
w.	ASTM C 156	Test Method for Water Retention by concrete Curing Materials.
x.	ASTM C 157	Test Method for length Change of Hardened Cement Mortar and Concrete.
y.	ASTM C 171	Standards specifications for Sheet materials for Curing concrete.
z.	ASTM C 192	Method of Making and Curing concrete Test specimens in the Laboratory.
aa.	ASTM C 227	Standard Test Method for Potential Alkali Reactivity of Cement Aggregate Combinations (Mortar-Bar Method).

bb.	ASTM C 260	Specification for Air-Entraining Admixtures for Concrete.
cc.	ASTM C 289	Standard Test Method for Potential Reactivity of Aggregates (Chemical Method).
dd.	ASTM C 494	Specification for Chemical Admixtures For Concrete.
ee.	ASTM C 586	Standard Test Method for Potential Alkali Reactivity of Carbonate Rocks for Concrete Aggregates (Rock Cylinder Method).
ff.	ASTM C 618	Standard Specification for Fly Ash and Raw or Claimed Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete.
gg.	ASTM D 1751	Specification for preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
hh.	ASTM E11	Specification for Wire-Cloth Sieves for Testing purposes.

B. Any procedure, materials, or operation specified by reference to the American Society for Testing and Materials (ASTM), the American Concrete Institute (ACI), Building Code, or other references shall comply with the requirements of the current and most recent specifications or standards. In conflicts between listed standards and this specification, the more stringent requirements shall govern.

C. The Contractor is expected to obtain the most recent issue of all standards, recommendations, codes, or specifications referred to within this specification.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on mix design, joint devices, attachment accessories, admixtures, reinforcement and forming accessories, waterstops, and others as requested by Engineer.

C. Materials Certificates: Provide manufacturer's certification that products meet or exceed specified requirements. Submit Manufacturer's data on all admixtures.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI 301 and ACI 318.

B. Follow recommendations of ACI 305R when concreting during hot weather.

C. Follow recommendations of ACI 306R when concreting during cold weather.

PART 2 - PRODUCTS

2.01 FORMWORK

A. Formwork Design and Construction: Comply with guidelines of ACI 347 to provide formwork that will produce concrete complying with tolerances of ACI 117.

B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
   1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance. Construct to provide continuous straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.
   2. Form Facing for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two (2) edges and on side for tight fit.
   3. Earth Cuts: Do not use earth cuts as forms for vertical surfaces.
   4. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
   5. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.02 REINFORCEMENT

A. Steel Welded Wire Reinforcement: ASTM A 185, plain type.
   1. Form: Flat Sheets.
   2. Mesh Size and Wire Gage: As indicated on drawings.

B. Fiber-Mesh Reinforcement: Provide 100% virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured to an optimum gradation for use as concrete secondary reinforcing. Volume per cubic yard shall equal a minimum of 0.1%.

C. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gage (1.5 mm).
   2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
   3. Provide stainless steel, galvanized, plastic, or plastic coated steel components for placement within 1-1/2 inches of weathering surfaces.

2.03 CONCRETE MATERIALS

A. Cement: ASTM C 150, Class I - Normal Portland type, unless otherwise acceptable to Engineer. Acquire all cement for entire project from same source.

B. Fine and Coarse Aggregates: ASTM C 33.
   1. Acquire all aggregates for entire project from same source.
   2. Local aggregates not complying with ASTM C33, but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Engineer.

C. Lightweight Aggregate: ASTM C 330.

D. Fly ash is not permitted in standard concrete mix.

E. Water: Clean and not detrimental to concrete. Water shall be potable, clean and free from objectionable quantities of silty organic matter, alkali, salts and other impurities. The water shall be considered potable, for the purposes of this Section only, if it meets the requirements of the local governmental agencies. Agricultural water with high total dissolved solids (over 1000 mg/L TDS) shall not be used.

2.04 CHEMICAL ADMIXTURES

A. Chemical admixtures may be added at the dosage rates recommended by the manufacturer and accepted by the Engineer.

B. Chemical Admixture Manufacturers:
   1. Master Builders.
   2. Sika Chemical Company.
   3. Substitutions: See Section 01 60 00 - Product Requirements.

C. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

D. Air Entrainment Admixture: ASTM C 260.

E. High Range Water Reducing and Retarding Admixture: ASTM C 494, Type F or G.
   1. Acceptable Products:
      a. Eucon Super 37.
      b. LA-8.
      c. Sikament.

F. High Range Water Reducing Admixture: ASTM C 494, Type F.

G. Water Reducing and Accelerating Admixture: ASTM C 494, Type E.

H. Water Reducing and Retarding Admixture: ASTM C 494, Type D.
   1. Acceptable Products:
      a. Eucon Retarder 75.
      b. Pozzolith 300-R.
      c. Plastiment.
      d. Substitutions: See Section 01 60 00 - Product Requirements.

I. Water Reducing Admixture: ASTM C 49, Type A.
   1. Acceptable Products:
      a. Eucon WR-75.
      b. Pozzolith 322N.
      c. Plastocrete 160.

J. Shrinkage Reducing Admixture:
   1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
      a. "Eclipse"; W. R. Grace Construction Products
      b. "Tetraguard AS20"; Master Builders Technologies (BASF)
      c. Or equal.

K. Calcium chloride, thiocyanate or admixtures containing more than 0.05 percent chloride ions are not permitted.

2.05 ACCESSORY MATERIALS

A. Chemical Hardener: Fluosilicate solution designed for densification of cured concrete slabs.

B. Moisture-Retaining Cover: ASTM C 171; regular curing paper, white curing paper, clear polyethylene, white polyethylene, or white burlap-polyethylene sheet.

C. Liquid Curing Compound: ASTM C 309, Type 1, clear or translucent.
   1. Acceptable Products:
      a. Ecocure.
      b. Masterseal.
      c. Substitutions: See Section 01 60 00 - Product Requirements.

2.06 BONDING AND JOINTING PRODUCTS

A. Joint Filler: Nonextruding, resilient asphalt impregnated fiberboard or felt, complying with ASTM D 1751, 1/2 inch thick and 4 inches deep; tongue and groove profile.

2.07 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.

B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience, as specified in ACI 301.

C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.

D. Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:

1. FDOT Class I Concrete - Normal Weight Concrete (3000 Psi At 28 days) Use for curbs, gutters, sidewalks, and driveways

Minimum cementitous materials content, per cubic yard	508 lbs.
Maximum water-cementitous materials ratio, by weight	0.50
Slump, maximum	3-inches (5-inches for curb & gutters)
Compressive strength lbs. per sq. inch at 28 days -F'c	3,000
Coarse Aggregates	#57 per ASTM C33
Total Air (ASTM C173)	3 to 5 % for maximum 2 inch aggregate 3 to 7% for maximum 3/4 inch aggregate 6 to 8 % for maximum 1/2 inch aggregate

2.08 MIXING

A. On Project Site: Mix in drum type batch mixer, complying with ASTM C 685. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

B. Transit Mixers: Comply with ASTM C 94/C 94M.
1. When air temperature is between 85□ F (30□ C) and 90□ F (32□ C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes.
2. When air temperature is above 90□ F (32□ C), reducing mixing and delivery time to 60 minutes.

C. Delivery tickets shall indicate the cement content, the water to cement ratio, and mix-design number.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.

B. Verify that forms are clean before applying release agent.

C. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

E. Chamfer exposed corners and edges, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints unless otherwise noted.

F. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms and bracing after concrete placement as required to eliminate mortar leaks and maintain proper alignment.

3.03 INSTALLING REINFORCEMENT

A. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Lap adjoining pieces at least one full mesh. Splice laps with tie wire.

3.04 JOINTS

A. Construction Joints: Locate and install construction joints, as shown on drawings or as required, so as not to impair strength and appearance of the structure, as approved by Engineer.

B. Place construction joints perpendicular to the main reinforcement. Continue reinforcement across construction joints.

C. Contraction (Control) Joints in Slabs-on-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as required. Use inserts 1/4 inch wide x 1/4 of slab depth, unless otherwise indicated. Seal all joints. Contractor to submit suggested locations to Engineer for approval.

3.05 INSTALLATION OF EMBEDDED ITEMS

A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.

3.06 PLACING CONCRETE

A. Place concrete in accordance with ACI 304R.

B. Notify Engineer not less than 24 hours prior to commencement of placement operations.

C. Ensure reinforcement, inserts, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

D. Separate slabs on grade from vertical surfaces with joint filler.

E. Install joint devices in accordance with manufacturer's instructions.

F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

G. Place concrete continuously between predetermined expansion, control, and construction joints.

H. Do not interrupt successive placement; do not permit cold joints to occur.

I. Saw cut joints within 24 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.

J. Screed concrete on grade level, using wood or metal screed, maintaining surface flatness of maximum 1/4 inch in 10 ft

K. Hot-Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90□ F (32□ C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Wet forms thoroughly before placing concrete.
4. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

L. Remove all grade stakes and other wood from within concrete and fill holes.

3.07 CONCRETE FINISHING

A. Repair surface defects, including tie holes, immediately after removing formwork.

B. Finish to requirements of ACI 302.1R, and as follows:
1. Non-Slip Broom Finish shall be applied to all sidewalks and driveways, and elsewhere as indicated.
2. Brush finish shall be applied to all curbs and gutters.

3.08 CURING AND PROTECTION

A. Comply with requirements of ACI 308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.

D. Surfaces Not in Contact with Forms:
1. Start initial curing as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than seven days by water-fog spray or saturated burlap.
2. Begin final curing after initial curing but before surface is dry. Continue final curing for at least seven days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

E. Provide curing compound as follows:

1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period. Apply second coat of curing/sealing compound to exposed interior slabs at completion of job.

F. Curing Formed Surfaces: Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

3.09 REMOVAL OF FORMS

A. Formwork not supporting weight of concrete may be removed after cumulatively curing at not less than 50□ F (10□ C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

3.10 RE-USE OF FORMS

A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces.

B. The Engineer shall inspect all forms to be re-used in the work. Any forms that in the opinion of the Engineer are damaged or otherwise unacceptable for use, shall not be used in the work and shall be removed from the project site.

C. Forms that are acceptable for re-use shall have a new form coating compound applied as specified for new formwork.

3.11 FIELD QUALITY CONTROL

A. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

B. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00.

C. Concrete delivered to the site that is determined by Engineer to be unacceptable shall be removed from the site and shall not be incorporated into the Work. Reasons for rejecting a load of concrete include, but are not limited to, excessive slump, a high concrete temperature, or other indications that the concrete has begun curing.

D. Provide free access to concrete operations at project site and cooperate with appointed firm.

E. Submit proposed mix design for each class of concrete for review prior to commencement of Work

F. Sampling and testing for quality control during placement of concrete may include the following, as directed by Engineer.
   1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
   2. Slump: ASTM C 143; one test for each set of compressive strength test specimens.
   3. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure for normal weight concrete; one for each set of compressive strength test specimens.
   4. Concrete Temperature: Test hourly when air temperature is 40□ F (4□ C) and below, and when 80□ F (27□ C) and above; and each time a set of compression test specimens made.
   5. Compression Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
   6. Compressive Strength Tests: ASTM C 39; one set for each 100 cubic yards or fraction thereof, of each concrete class placed in any one day or for each 5,000 sq. ft. of surface area placed; 1 specimen tested at 7 days, 2 specimens tested at 28 days, and 1 specimen retained in reserve for later testing if required.
   7. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C 143/C 143M.
   8. When total quantity of a given class of concrete is less than 50 cubic yards, strength test may be waived by Engineer if, in their judgment, adequate evidence of satisfactory strength is provided.
   9. When strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

G. Shrinkage Tests

1. Drying shrinkage tests will be made for the trial batch specified in the Paragraph in Part 2 entitled "Trial Batch and Laboratory Tests," the first placement of each class of concrete, and during construction to insure continued compliance with these Specifications.
2. Drying shrinkage specimens shall be 4-inch by 4-inch by 11-inch prisms with an effective gage length of 10 inches, fabricated, cured, dried and measured in accordance with ASTM C 157 modified as follows: specimens shall be removed from molds at an age of 23 ±1 Aours after trial batching, shall be placed immediately in water at 70□ F ±3□ F for at least 30 minutes, and shall be measured within 30 minutes thereafter to determine original length and then submerged in saturated lime water at 73□ F ±3□ F. Measurement to determine expansion expressed as a percentage of original length shall be made at age 7 days. This length at age 7 days shall be the base length for drying shrinkage calculations ("0" days drying age). Specimens then shall be stored immediately in a humidity control room maintained at 73□ F ±3□ F and 50 percent ±4 percent relative humidity for the remainder of the test. Measurements to determine shrinkage of base length shall be made and reported separately for 7, 14, 21, and 28 days of drying after 7 days of moist curing.
3. The drying shrinkage deformation of each specimen shall be computed as the difference between the base length (at "0" days drying age) and the length after drying at each test age. The average drying shrinkage deformation of the specimens shall be computed to the nearest 0.0001 inch at each test age. If the drying shrinkage of any specimen departs from the average of that test age by more than 0.0004-inch, the results obtained from that specimen shall be disregarded. Results of the shrinkage test shall be reported to the nearest 0.001 percent of shrinkage. Compression test specimens shall be taken in each case from the same concrete used for preparing drying shrinkage specimens. These tests shall be considered a part of the normal compression tests for the project. Allowable shrinkage limitations shall be as specified in Part 2, herein.

G. Additional Tests: The testing service will make additional tests of in- place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored

cylinders complying with ASTM C 42 or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

3.12 DEFECTIVE CONCRETE

A. Test Results: The testing agency shall report test results in writing to Engineer and Contractor within 24 hours of test.

B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

C. Repair or replacement of defective concrete will be determined by the Engineer. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

D. Patching Defective Areas:
1. Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.
2. Cut out honeycomb, rock pockets, voids over 1/4 inches in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1-inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
3. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

E. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

F. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.

1. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01 inches wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
2. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
3. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Engineer.

G. Repair defective areas, except random cracks and single holes not exceeding 1 inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4 inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

H. Repair isolated random cracks and single holes not over 1 inch in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pact mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

I. Use epoxy-based mortar for structural repairs, where directed by Engineer.

J. Repair methods not specified above may be used, subject to acceptance of Engineer.

K. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

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SECTION 32 92 19
SEEDING AND MULCHING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Seeding

B. Mulching

C. Fertilizing

D. Watering

1.02 REFERENCE STANDARDS

A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC), latest edition.

1.03 REGULATORY REQUIREMENTS

A. All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable State laws.

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.

B. Deliver fertilizer in waterproof bags showing weight, chemical analysis and name of manufacturer.

PART 2 - PRODUCTS

2.01 SEED

A. Where seeding is called for on the Drawings or in these Specifications it shall mean a permanent type grass seed. Unless called for otherwise on the Drawings, the seed shall be a mixture of 20 parts of bermuda seed and 80 parts of Pensacola bahia seed.

1. The bermuda seed shall be an equal mixture of hulled and unhulled seed.
2. The Pensacola bahia seed shall be scarified seed, having a minimum active germination of 40 percent and total germination of 85 percent

B. Quick growing type grass seed shall be a species which will provide an early ground cover during the winter season and will not compete with the permanent grass. The separate types of seed used shall be thoroughly dry-mixed immediately before sowing. Seed that has become wet shall not be used.

2.02 MULCH

A. Dry Mulch: The mulch material used shall normally be dry mulch. Dry mulch shall be straw or hay consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal bermuda or bahia grass hay. Only undetermined mulch which can readily be cut into the soil shall be used.

B. Green Mulch:
1. Types allowed: Green mulch shall consist of live coastal bermuda, other approved type of grass, and shall be free from weeds and obnoxious or other undesirable grasses.
2. Conditions Under which Green Mulch will be Permitted: No green mulch which, in the Engineer's opinion, has been allowed to become sufficiently dry as to lose its growth-producing benefits will be allowed to be used.
3. In the event that the subsequent stand of grass is found to be contaminated with weeds or other obnoxious or undesirable growth, and it can be determined that such growth was introduced with the green mulch, then the Contractor will be required to effectively eliminate such undesirable growth, at his own expense.

C. Manufactured Mulch (Other than Wood Cellulose Fiber Mulch): When specified or permitted by the Engineer, manufactured mulches may be allowed. Such mulches may consist of jute, cotton, or other fiber materials, plastic sheeting, netting, chemical adhesive soil stabilizers, or other approved coverings. When so permitted, the particular type to be used shall be approved by the Engineer.

2.03 FERTILIZER

A. Fertilizer shall conform to the requirements of Section 982 SSRBC.

B. The chemical designation of the fertilizer shall be 12-8-8 (12% - total nitrogen, 8% - available phosphoric acid, and 8% - water-soluble potash).

C. Each bag or container shall have a quantitative analysis card.

2.04 DOLOMITIC LIMESTONE

A. Dolomitic limestone shall be an approved product, designated for agricultural use.

2.05 WATER

A. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system.

B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.06 EQUIPMENT

A. Fertilizer Spreader: The devices for spreading fertilizer and dolomitic limestone shall be capable of uniformly distributing the material at the required rate.

B. Seed Spreader: The seed spreader shall be an approved mechanical hand spreader or other approved type of spreader.

C. Equipment for Cutting Mulch into Soil: The mulching equipment shall be of a type capable of cutting the specified material uniformly into the soil and to the required depth. Harrows will not be allowed.

D. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

PART 3 - EXECUTION

3.01 GENERAL

A. Seed and mulch all areas disturbed during construction except for those areas designated to be sodded.

B. Fertilizing, seeding, or mulching operations will not be permitted when wind velocities exceed 15 miles per hour.

C. Seed shall be sown only when the soil is moist and in proper condition to induce growth. No seeding shall be done when the ground is frozen, unduly wet or otherwise not in a tillable condition.

D. Whenever a suitable area has been graded, it shall be made ready, when directed by the Engineer, and grassed in accordance with these specifications. Grassing shall be incorporated into the project at the earliest practical time in the life of the contract.

3.02 SEQUENCE

A. The several operations involved in the work shall proceed in the following sequence:
   1. Preparation of the Ground.
   2. Fertilizing (and/or application of limestone).
   3. Seeding.
   4. Mulching and rolling.

3.03 PREPARATION OF THE GROUND

A. The ground to be seeded shall be prepared by disk-harrowing and thoroughly pulverizing the soil to a suitable depth. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations. No subsequent operations shall be commenced until the Engineer has approved the condition of the prepared areas.

3.04 FERTILIZING

A. The fertilizer shall be spread uniformly in an initial application of 400 to 500 pounds per acre. A second application of 400 to 500 pounds per acre shall be applied within 90 calendar days.

B. Immediately after the fertilizer is spread, it shall be mixed to a depth of four (4) inches or two (2) inches on steep slopes.

3.05 SEEDING

A. While the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area. Unless shown otherwise on the Drawings, the permanent type seed mixture shall be spread at a rate of 100 pounds per acre.

B. When so directed by the Engineer, seed of an approved quick-growing species of grass, such as rye, Italian rye, millet, or other cereal grass, shall be spread in conjunction with the permanent type seed mixture. The type of quick-growing seed used shall be appropriate to provide an early ground cover during the particular season when planting is done. The rate of spread shall be 30 pounds per acre.

3.06 MULCHING

A. Approximately two inches, loose thickness, of the mulch material shall be uniformly applied over the seeded area.

B. The mulch material shall be cut into the soil with the equipment specified, so as to produce a loose mulched thickness of three to four inches. Care shall be exercised that the materials are not cut too deeply into the soil. When green mulch is used, the green mulch shall be incorporated into the soil not later than two days after being cut, and no artificial watering of the mulch shall be done before it is applied.

C. Immediately after completion of the seeding, the entire area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

3.07 WATERING

A. The areas on which the seed is to be placed shall contain sufficient moisture for optimum results after being placed.

B. The seeded area shall be kept in a moist condition for no less than two (2) weeks. The moistened condition shall extend at least to the full depth of the rooting zone. Water shall not be applied, however, when there is danger of a freezing condition.

END OF SECTION

SECTION 32 92 23
SODDING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Sod

B. Preparation of Ground

C. Placement of Sod and Fertilization

D. Maintenance of Sod

1.02 REFERENCE STANDARDS

A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSRBC), latest edition.

PART 2 - PRODUCTS

2.01 SOD

A. Sod shall be Argentine Bahia as shown on the plans. Obtain sod from areas having growing conditions similar to areas to be covered. Sod shall have a clean growth of acceptable grass, reasonably free of weeds, with not less than 1 1/211 of soil firmly adhering to roots. Cutting shall be rectangular strips, of equal width, and a size to permit being lifted and rolled without breaking. All broken sod pads, irregularly shaped pieces, torn or uneven ends will be rejected. Sod installation shall be done within 48 hours after the time of harvesting.

B. Sod shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

2.02 FERTILIZER

A. For lawns, provide fertilizer with 16-4-8 formulation. Fertilize at a rate of 12 pounds per 1,000 S.F. Fertilizer shall be delivered to the site in the original containers and bear the manufacturer's guarantee.

B. Each bag or container shall have a quantitative analysis card.

PART 3 - EXECUTION

3.01 PREPARATION OF GROUND

A. Loosen sub grade of lawn areas to a minimum depth of 4 inches. Remove stones over 1 1/211 in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas, which will be planted promptly after preparation.

B. Spread soil to minimum depth required meeting lines, grades, and elevations shown, after light rolling and natural settlement.

C. Preparation of Grade: Where lawns are to be planted, prepare soil for lawn planting as follows: Till to a depth of not less than 411. Remove high areas and fill in depressions. Till soil to homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Owner's representative shall approve preparation of grades before lawns are installed.

D. Prior to grade preparation of unchanged areas, remove existing grass and other vegetation. Dispose of such material outside of Owner's property. Do not turn existing vegetation over into soil being prepared for lawns. Allow for sod thickness in areas to be sodded.

E. Apply specified fertilizer at rates indicated above and thoroughly mix into upper 211 of existing soil. Delay application of fertilizer if lawn planting will not follow within a few days. Landscape Architect must observe fertilizer application, approve application rates, and issue field report.

F. Fine grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag soil, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas, which can be planted immediately after grading.

3.02 PLACING SOD

A. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract.

B. No sod which has been cut for more than 72 hours shall be used. Any sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained properly moistened.

C. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Avoid damage to sod during installation. Tamp or roll to ensure contact with sub grade, eliminate air pockets, and form a smooth surface. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.

D. On areas where the sod may slide, the sod shall be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

E. Any pieces of sod which, after placing, shows an appearance of extreme dryness shall be removed form the work.

3.3 MAINTENANCE

A. Maintain sodded lawns for thirty days, after substantial completion.

B. Maintain lawns by watering, fertilizing, weeding, mowing, edging, and any other required operation. Roll, re-grade, and replant bare or eroded areas to produce a uniformly smooth lawn. Mow as frequently as required to remove no more than 30% of the grass height in one mowing. Do not mow when grass is wet.

3.04 WATERING

A. The areas on which the sod is to be placed shall contain sufficient moisture for optimum results after being placed.

B. Water sod thoroughly with a fine spray immediately after planting. During the sod establishment period, set irrigation to water daily or as frequently as necessary to maintain moist soil to a minimum depth of 1 1/211 below the sod.

END OF SECTION

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SECTION 33 05 23.13
HORIZONTAL DIRECTIONAL DRILLING (HDD)

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The work specified in this Section consists of furnishing and installing underground utilities using the Horizontal Directional Drilling (HDD) installation method, also commonly referred to as a Directional Bore. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, and restoration of underground utilities.

1.02 QUALITY ASSURANCE

A. The requirements set forth in this Specification specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper Directional Bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this Specification.

B. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any Directional Bore operation covered by this Specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

1.03 SUBMITTALS

A. Prior to beginning work, the Contractor must submit to the Engineer a report of procedure and subsurface soil conditions as they exist along the path of the proposed crossing. The report will insure that the subsurface conditions are known to the Contractor and that his proposed crossing procedure is based on factual information. If the subsurface conditions are known to the Contractor by previous work done in the immediate area, the information can be recorded in the report with no physical testing required. The report shall include the following:
   1. The general classification of soils along the path of the proposed crossing; along with method of obtaining this information.
   2. A list of equipment expected to be used for the Directional Bore, including special equipment and materials required for various soil conditions.
   3. Time schedule for completing each Directional Bore, including any delays due to particular soil conditions.

1.04 JOB CONDITIONS

A. Planned nighttime work is expressly prohibited and will not be allowed unless stipulated in the special conditions of the Contract.

B. All crossing operations shall be accomplished during daylight hours and shall not begin after the hour pre established as the latest starting time that will allow completion during daylight hours.

1.05 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall supply all labor, supervision, tools and equipment, and materials necessary to install carrier pipe by directional bore method for wastewater systems. Installation of the carrier pipe system includes the installation of wastewater force mains and/or any other devices or materials deemed necessary for the respective systems.

B. The Contractor shall provide experienced operators to perform directional boring. The operator shall have performed at least three directional bores of similar pipe diameter and bore length.

C. The Contractor shall be fully responsible for placement of the pipe per the specifications.

D. The Contractor shall supply experienced persons who have received proper training in the use of the fusion equipment according to the recommendations of the pipe manufacturer and fusion equipment supplier to perform thermal fusion of the specific HDPE or FPVC pipe to be used.

PART 2 - PRODUCTS

2.01 EQUIPMENT

A. The directional drilling equipment shall consist of a directional-drilling rig of sufficient capacity to perform the bore and pull back the pipe.

B. The steerable, directional-boring equipment shall produce a stable fluid lined tunnel with a minimum burial depth of 36-inches for the carrier pipe installation.

C. The tunneling equipment shall employ a fluid cutting technique. The soil shall be cut by small diameter, high-pressure jets of drilling fluid. The jets shall cut the soil in advance of the boring tool, impregnating and lining the tunnel wall with drilling fluid. The drilling fluid shall be inert and pose no environmental risk,

such as bentonite or a polymer-surfactant mixture producing a slurry of proper consistency.

D. The hydraulic power system shall be self-contained and free of leaks, with sufficient pressure and volume to power the drilling operation.

E. Calibration of the electronic detection system shall be verified by uncovering the tool (head) at the first ten (10) foot point.

F. The boring tool (head) shall be remotely steerable by means of an electronic detection system. The tool (head) location shall be monitored in three dimensions and logged every 10 feet from the drilling rig. The boring tool shall pull the carrier pipe through the fluid lined tunnel.

G. The rig shall have means to monitor and record the maximum pullback force during the pullback operation. The pulling strength of the boring equipment shall not exceed the pipe safety pull strength as per the manufacturer's recommendation.

H. The butt fusion machine used to join sections of HDPE pipe shall have controls and gauges for setting pressures and temperatures used for facing, heating, and fusing.
   1. Facing should be conducted at a pressure that produces properly faced pipe ends.
   2. Heating pressure should be set so that the pipe ends maintain contact against the heater, but are not forced against the heater (zero contact pressure).
   3. Fusing pressure shall be as recommended by the pipe manufacturer and fusion equipment supplier.
   4. Heater surfaces must be clean and free of contaminants such as dirt, oil, grease, and melted or charred plastic. To clean the heater, only wooden implements and clean, dry, lint-free non-synthetic cloths should be used.
   5. The heater should be checked periodically for uniform surface temperature using a surface pyrometer.

2.02 DIRECTIONAL BORE PIPE

A. Pipe shall be High Density Polyethylene (HDPE) as per AWWA C906.

B. Carrier: HDPE pipe, as specified.

C. Color Coding: The piping shall be permanently coded to provide service identification. Stripes along the entire outside length of the pipe, 120 degrees apart, shall be made by co-extrusion or impregnation in accordance with the

following schedule. Fully colored pipe co-extruded from permanently pigmented material is also acceptable.

SERVICE	STRIPED PIPE	SOLID-COLORED PIPE
Water	Blue stripes	Blue

D. Markings on the pipe shall include the following:
1. Nominal size and OD base.
2. Standard material code designation.
3. Dimension.
4. Pressure class.
5. AWWA designation.
6. Material test category of pipe.

2.03 DRILLING FLUID ("MUD")

A. All drilling fluid must be homogenous in nature.

B. All drilling fluid must have a pH of 8.5 to 10.0.

C. "Mud" viscosity must meet minimum viscosity as set by the manufacturer for soil conditions expected to be encountered.

D. Contractor shall have appropriate additives for drilling fluid available for different soil conditions (clay, sand, silt, etc.) that may be encountered.

2.04 TRACER WIRE

A. All piping shall be installed with two continuous, insulated, solid #8 gauge (or larger) solid copper wire for force main location purposes by means of an electronic line tracer.

B. The wire insulation shall be solid color in accordance with the coding described in 2.02.C above. Blue coated for water (green coated for wastewater), 2 (two) - #8 gauge UF (Underground Feeder per National Electric Code Article 339) solid tracer wire must be taped along all pipes. The tracer wire shall be routed to the nearest access point (valve box). Sections of wire shall be spliced together using Buchanon connectors or similar approved method for splicing. Twisting the wires together is not acceptable (wire nuts).

C. Upon completion of the directional bore, the Contractor shall demonstrate to the Engineer that the wire is continuous and unbroken through the entire run of the pipe by providing full signal conductivity (including splices) when energizing for

the entire run in the presence of the Engineer. If the wire is broken, the Contractor shall repair or replace it.

2.05 FITTINGS, RESTRAINERS, AND VALVES

A. Pipe flange joints shall be made using a flange adapter which is butt fused to the HDPE pipe, if used.
   1. A back-up ring shall be fitted behind the flange adapter sealing surface flange for bolting to the mating flange. Standard back-up rings shall be AWWA C207 Class D for 160 psi and lower pressure ratings.
   2. One edge of the back-up ring must be chamfered to fit up against the back of the sealing surface flange.

B. Mechanical joints to polyethylene pipe shall be fully constrained by compressing the pipe OD against a rigid tube or stiffener in the pipe bore.
   1. The stiffener shall be stainless steel.
   2. Approved joint restraining devices are Mega-Lug and Mechanical Joint Restrainer (MJR).

PART 3 -EXECUTION

3.01 GENERAL

A. All directional bore operations shall be contained within right-of-way and/or easements shown on the Drawings.

B. Work shall not start until the Contractor has all necessary permits from the appropriate governing regulatory agencies, and not until the Engineer has been given two (2) working days prior notification to inspect construction materials. Any material may be rejected if out of specification or damaged (i.e. out-of-round, deep cuts, etc.).

C. Contractor shall not begin drilling operation until the Engineer is present. The Engineer must be present during the entire boring operation once the ground is penetrated.

The Contractor is to schedule the directional bore such that the Engineer is on site and that the bore is completed before 4:00 PM. Directional bores shall not start after 1:00 PM or subject to permit conditions unless approved by the Owner and Engineer.

3.02 CONTRACTOR RESPONSIBILITIES

A. The Contractor shall provide the following materials and services for directional bore unless otherwise specified by Owner:
   1. Traffic control.
   2. Tracer wire for carrier pipe (#4 gauge or larger, solid), per standards.
   3. Site preparation and excavation.
   4. Dewatering - Groundwater Pump or Well Point System as needed.
   5. Sheeting and shoring, as necessary.
   6. All fusion welding.
   7. Preliminary site restoration (fill open pits, grading).
   8. Site clean up including removal and proper disposal of all waste materials and drilling fluid.
   9. Must have a vacuum truck on job site for proper clean up of drilling fluid. This will be required as the conditions warrant or at the direction of the Owner.
   10. All fittings, couplings, and carrier pipe (unless otherwise specified).
   11. Final site restoration (sod, seed, mulch, concrete/asphalt repair).
   12. Required Right-Of-Way Permits.

B. The Contractor shall record data on the bore log (see attached) and shall also ensure the following items are monitored and controlled:
   1. Calibrate locator/tracking system
   2. Field verify calibration by field measurement of actual location of first rod
   3. Ensure that the flow of bentonite is continuous
   4. Ensure pulling pressure does not exceed pipe manufacturer's specifications
   5. Fusing of pipe is within pipe manufacturer's specifications
   6. Cool down time is calculated and complied with
   7. Pipe is fused prior to start of extended bores (ie. Greater than 100 linear feet).

C. The Contractor shall record location and depth measurements every ten (10) feet over the course of the bore and provide that data to the Owner. Data collected by the Engineer does not relieve the Contractor from the responsibility of recording his own data. The Contractor shall log all necessary data from the locator/tracking system:
   1. Position.
   2. Roll Angle.
   3. Tilt Angle.
   4. Depth - Every ten (10) feet.
   5. Temperature of Data Transmitter.
   6. Remaining Battery Life.
   7. Pull Back Force (Maximum pull back force shall be recorded).
   8. Drilling Fluid Pressure

D. The Engineer shall witness and verify the Contractor's logging of pertinent data. The Engineer may log his own data for the Owner's use.

E. Contractor shall notify all involved agencies prior to start of construction. The Contractor is responsible for verifying that all permits are current and not expired. The Contractor shall notify the Engineer of Record and the Owner if expired.

F. The Contractor shall call "Sunshine State One-Call" (phone number: 800-432-4770) two (2) full days prior to performing any excavation. The Contractor shall confirm the location of utilities before starting the directional bore. This shall be done by hand digging within the tolerance zone of marked utilities.

G. The Contractor shall perform directional bore in accordance with the approved project Drawings. In no case shall the bore extend into private property unless an easement is provided prior to start of construction. Tolerances shall be as specified in Section 3.03. These tolerances shall be met unless required separations for other utilities must be met and puts the bore in conflict. Failure to meet tolerances, if not pre-approved by Engineer, may be grounds for rejecting the bore. The Contractor may, at the discretion of the Engineer, be required to abandon the bore and re-drill a new one at Contractor's own expense.

H. The Contractor shall provide all structures, safety equipment, and professional services required for the health and safety of the general public and of personnel involved in directional boring work in accordance with the requirements of the Federal, State, and Local Authorities. This includes proof of construction personnel certificates of trench safety training at the time of construction.

I. The Contractor shall take all measures necessary to protect surrounding public and private property, adjacent buildings, roads, drives, sidewalks, drains, sewers, utilities, trees, structures, and appurtenances from damage due to directional bore work.

J. The Contractor shall exercise due care at all times and shall not apply more than the safe pull force to the carrier pipe recommended by the Engineer.

K. The Contractor will be responsible to provide a tracer wire that tests positive for continuity the entire length of the bore prior to acceptance by the Engineer.

L. The Contractor shall be fully responsible for all steerable, fluid lined directional boring operation. Any noticeable surface defects resulting from operation of this boring equipment shall be repaired by the Contractor at his expense. The Contractor is recommended to take preconstruction videos of the construction site to avoid unwarranted claims for damages resulting from the construction.

3.03 DRILLING REQUIREMENTS

A. The horizontal alignment shall be as shown on the drawings, plus or minus 1 foot. The vertical alignment shall be as shown on the drawings, plus or minus 1 foot. If the Contractor cannot meet these tolerances for whatever reason, he shall confer with the Engineer prior to the start of the bore and the Engineer shall approve any changes.

B. The pipe shall have a minimum cover of 36 inches.

C. Compound curvatures should be minimized as the safe pulling strength of the pipe may be significantly reduced by the additional tensile stresses due to curvatures. This is limited by the maximum deflection as set forth by the pipe manufacturer or AWWA Standards, whichever is more stringent.

D. The entry angle should be 12° to 14° ideally (not to exceed 15°). Exit angle should be 6° to 12° (maximum) to facilitate the pullback operation.

E. Erosion and sedimentation control measures and on-site containers shall be installed to prevent drilling mud from spilling out of entry and/or exit pits.

F. Drilling mud shall be disposed of off-site in accordance with applicable local, State and Federal requirements and/or permit conditions. It is the Contractor's responsibility to test the drilling mud material to determine if it is hazardous. If determined to be hazardous, drilling muds are to be pumped into a container. The mud shall then be transported by a licensed hazardous waste hauler to a waste disposal firm. The Contractor, as part of this Contract, is responsible for the cost of all mud disposal including, hauling, testing, and final disposal.

G. Pilot holes shall be drilled on bore path with no deviation greater than plus or minus 1 foot horizontally or vertically from the design over a length of 100 feet. In the event that the allowable deviation is exceeded, the Contractor shall notify the Engineer, and the Owner may require the Contractor to pull back and re-drill from a location along the bore path before the deviation. Contractor shall use appropriate reamer type (winged, fluted, barrel, etc) for expected soil conditions.

H. Upon successful completion of the pilot hole, the borehole shall be reamed to a minimum of 25 percent greater than the outside diameter of the pipe being installed. For bores with more than two radii of curvature (entrance and exit), the borehole should be reamed up to 50 percent larger than the outside diameter of the carrier pipe. Prereaming may be necessary dependent on size of material to be pulled.

All pipe to be pulled (6" and larger) shall be prereamed prior to pullback.

Additional passes for prereaming may be required for larger pipe. Incremental increases of 4" to 6"shall be used as needed until appropriate bore hole size has been achieved.

Prereaming does not constitute pull back of product with final size reamer head attached. Prereaming must be accomplished with no product attached to the reamer head on all bore pipe 6" and larger. The bore product maybe pulled back on final pass of prereaming, granted the reamer head is no larger than 6" from the previous pass.

All bore pipe to be pulled back on final pass shall have a "breakaway" device installed. The breakaway limit shall be as recommended by the pipe manufacturer.

I. The Contractor shall not attempt to ream at a rate greater than the drilling equipment and mud system are designed to safely handle.

J. In the event of a drilling hole blowout, the Contractor shall be responsible for restoring to original condition any damaged property and cleaning up the environment in the vicinity of the blowout.

3.04 PIPE INSTALLATION

A. After reaming the borehole to the required diameter, the pipe shall be pulled through the hole. In front of the pipe shall be a swivel and barrel reamer to compact the borehole walls.

B. Once pullback operations have commenced, the operation shall continue without interruption until the pipe is completely pulled into the borehole. The frictional resistance is the highest just prior to movement and decreases with movement. When pullback ceases, frictional forces and drag forces increase due to the thixotropic nature of drilling mud. The mud starts to gel when it is undisturbed. Therefore, PULLBACK SHALL NEVER BE STOPPED, EXCEPT FOR DRILLING ROD REMOVAL AND PIPE FUSION, UNTIL THE PIPE IS COMPLETELY PULLED INTO ITS PERMANENT POSITION.

C. Adequate lengths of pipe shall be provided at both the launching and receiving ends to facilitate service connection assemblies.

D. After pullback, pipe may take several hours to recover from the axial strain, if using HDPE. When pulled from the reamed borehole, the pull-nose should be pulled out 3-4 percent longer than the total length of the pull to avoid having the

pull-nose sucked back below the borehole exit level due to stretch recovery and thermal contraction to an equilibrium temperature.

E. The pipe entry and exit area shall be graded as needed (by Contractor) to provide support for the pipe and to allow free movement into the borehole. The pipe shall be guided into the borehole to avoid deformation of, or damage to, the pipe.

F. The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, and movement or distortion of surface features. Any damages caused by the Contractor's operations shall be corrected by the Contractor.

G. In the event that unexpected subsurface conditions impeding drilling operations are encountered, the procedure shall be stopped and not continued until the Owner has been consulted. The pipe shall be pulled back through the borehole using the wet insertion construction technique.

H. If the final grade of the finished bore is not satisfactory to the Owner or any other jurisdictional entity, the pipe shall be abandoned, full pressure grouted in place in accordance with the jurisdictional entity, and an alternate installation shall be made. The abandoned pipe shall be properly shown on "as-built" drawings to be submitted following conclusion of the construction work.

I. The Engineer shall observe the installed pipe for roundness and/or damage. Evidence of over-pulling or significant surface scratching shall be brought to the attention of the Owner. Deformations of more than 10 percent may be grounds to abandon the bore and have the Contractor re-drill another line.

3.05 BUTT FUSION PROCEDURE

A. Fusion welds shall be performed by an experienced technician that has been properly trained to meet the pipe manufacturer's procedures. All welds shall meet the pipe manufacturer's recommendations.

B. As the pipe ends are melted against the heater during the heating period, the molten plastic will swell and form melt beads around the pipe ends. The melt beads should be the same size on both pipe ends, and uniformly sized all the way around.

C. After melting has been completed, the ends should be separated just enough to remove the heater, observed for uniformity of the beads and quickly (within three seconds) brought together with the recommended pressure.
   1. If melted plastic sticks to heater, the two ends should not be joined. The ends should be allowed to cool and the procedure started over.

2. Excess pressures should not be used as this will squeeze too much melt out of the fusion area and result in a weakened joint.

D. The Contractor may do a preliminary pressure test on the completed string of pipe prior to installation. A pressure test shall be required on the completed directional bore prior to final acceptance.

3.06 CONDITIONS FOR REJECTION OF DIRECTIONAL BORE

A. If the Engineer is not present during the entire bore.

B. If the installed "Breakaway" devices should fail during pull back.

C. If the drilling fluid is "lost" during the pull back of the product and can not be regained within the required timeframe of the manufacturer or if more than a reasonable amount of fluid is used to fill an unknown void and flow can not be regained. No pipe shall be pulled without visible flow of drilling fluid.

D. If the pipe shall fail a hydraulic pressure test as specified by the manufacturer.

E. If at any time when the product is pulled back and any exposed areas have a greater than allowable "gouging" or visible marring of the pipe.

F. If the vertical and horizontal limits are not within tolerances.

G. Any other defect in material or workmanship which would affect the quality, performance, or installation life of the installed pipeline.

3.07 POST-CONSTRUCTION

A. General
1. The as-built variance from the specified bore path shall not exceed plus or minus 1 foot in the vertical plane and plus or minus 1 foot in the horizontal plane.
2. The Contractor shall be considered as having completed the requirements of the directional bore when he has successfully completed the work, including pressure testing, to the satisfaction of the Engineer and the Owner.
3. The completed water main shall be pressure tested at 150 psig for two hours for final acceptance and meet the test requirements of Section 33 11 00.

B. As-Builts

When the directional bore is completed, the Contractor shall provide data log sheets and marked up as built drawings to the Engineer, as required.

Directional Bore Log

Project Name: .....

Project Number: ..... **Date:** .....

Contractor/Site Representative: .....

Bore Location/Number: ..... **Size/Material:** .....

Starting Location: ..... **Bore Rod Length:** .....

	Total Length Bored	Distance from Start Point	Depth	Pull Back Pressure	Drilling fluid Pressure	Comments
1.						
2.						
3.						
4.						
5.						
..						
7.						
..						
..						
10.						
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***Lengths to be measured in rod length increments**

Owner's Representative: _____ **Contractor:** .....

SECTION 33 11 00
WATER UTILITY DISTRIBUTION PIPING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Pipe

B. Fittings

C. Thrust Restraints

D. Valves

E. Valve Boxes

F. Fire Hydrants

G. Flow Control Valves

H. Flow Meters

I. Air Release Valves

J. Installation

K. Testing

1.02 RELATED WORK

A. Section 31 23 33 - Trenching and Backfilling

B. Section 33 13 00 - Disinfecting of Water Utility Distribution

1.03 REFERENCE STANDARDS

A. Materials manufactured in United States of America.

B. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb. (4.54 kg) Rammer and an 18-in. (457 mm) Drop.

C. ANSI/ASTM D2466 - Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.

D. ANSI/AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.

E. ANSI/AWWA C105 - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.

F. ANSI/AWWA C111 - Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings.

G. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.

H. ANSI/AWWA C502 - Dry Barrel Fire Hydrants.

I. ANSI/AWWA C504 - Rubber Seated Butterfly Valves.

J. ANSI/AWWA C509 - Resilient Seated Gate Valves three (3) inches through twelve (12) inches NPS, for Water and Sewage Systems.

K. ANSI/AWWA C550 - Protective Epoxy Interior Coating for Valves and Hydrants.

L. ANSI/AWWA C600 - Installation of Ductile-Iron Water mains and Appurtenances.

M. ANSI/AWWA C605 - Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

N. ANSI/AWWA C900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, four (4) inches through 48 inches, for Water.

O. ANSI/AWWA C909 - Standard for Molecularly Oriented Polyvinyl Chloride.

P. ANSI/AWWA C906 - Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4 in. Through 63 in. For Water Distribution and Transmission.

Q. AWWA M23 - PVC Pipe - Design and Installation.

R. ASTM D1784-02 - Standard Specifications for Rigid PVC and CPVC Compounds.

S. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.

T. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).

U. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.

V. AWWA C651 - Standard for Disinfecting Water Mains.

W. AWWA C901 - Polyethylene (PE) Pressure Pipe, Tubing, and fittings, one-half (1/2) inch through three (3) inches, for Water.

X. Uni-B-3 - Recommended Practice for the Installation of Polyvinyl Chloride (PVC) Pressure Pipe.

Y. Conform to reference standard by date of issue current on date of Contract Documents.

1.04 SUBMITTALS

A. Submit under provisions of Section 01 30 00.

B. Product Data: Provide data on pipe materials, pipe fittings, valves, hydrants, and accessories.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 PROJECT RECORD DOCUMENTS

A. Submit documents under provisions of Section 01 70 00.

B. Accurately record actual locations of piping mains, fittings, valves, connections, and invert elevations.

C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.06 QUALITY ASSURANCE

A. Valves: Manufacturer's name and pressure rating marked on valve body.

B. All materials in contact with water shall comply with NSF Standard 61 and certified accordingly.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.

B. Deliver and store valves in shipping containers with labeling in place.

PART 2 - PRODUCTS

2.01 PIPE

A. Ductile-Iron
1. ANSI A21.50 (AWWA C150).
2. All underground pipe to be pressure class 150 with push-on or mechanical joints, unless otherwise indicated. All aboveground pipe to be flanged joints.
3. Restrained joint pipe within casings shall be boltless restrained joint type, equal to American Cast Iron Pipe Company Flex-Ring or American Flex-Grip. Restrained joint pipe outside casings shall be mechanical joint with retainer glands.
4. Bolts for all flanged and mechanical joints shall be high strength, low alloy steel bolts only, meeting the current provisions of AWWA C111. Provide certification of compliance prior to shipment.
5. Pipe manufacturing in accordance with ANSI A21.51 (AWWA C151).
6. Cement lined/bituminous coated in accordance with ANSI A21.4 (AWWA C104).

B. Polyvinyl Chloride (PVC)
1. Four (4) through 48 inches in diameter - AWWA C900, DR 18, pressure class 235.
2. Molecularly Oriented Polyvinyl Chloride (PVCO) Pipe meeting AWWA C909 shall be an acceptable alternate. Pipe shall have a minimum pressure class of 150 psi. Provide an affidavit of compliance with AWWA specifications.
3. Each length should be clearly labeled so as to allow identification and specification conformance. Pipe shall bear the National Sanitation Foundation Seal for potable water pipe.
4. All PVC pipe shall be blue in color or bear an acceptable indelible blue marking in three (3) locations for the length of the pipe.
5. Connection for PVC water pipe two (2) inches and larger shall be rubber compression ring type. Bell shall consist of an integral wall section with a solid cross-section elastomeric ring which meets the requirements of ASTM D-1869.

6. Three (3) inches diameter and smaller - ASTM-2241 with an SDR of 21, pressure class 200.
7. Trace wire shall be 14-gauge UF blue insulated solid core copper wire with joint seal.

C. Polyethylene (HDPE)
1. For service piping only: AWWA C901, ASTM D-3350, PE 4710, Pressure Class 250, DR-9.
2. For Distribution and Transmission piping: AWWA C906, PE 4710 Pressure Class 200, DR - 11, ductile iron outside diameter.
3. Each length shall be clearly labeled to ensure identification and specification conformance. All materials shall bear the NSF seal for potable water pipe.
4. All PE pipe shall be blue in color or have a blue color stripe co-extruded with the pipe.
5. Fittings shall have the same pressure class as adjoining pipe.
6. All thermal butt fusion shall be performed by trained workers in conformance to AWWA C906 and manufacturer's instructions.

2.02 FITTINGS

A. All fittings shall be rated for not less than 150 psi working pressure.

B. Grade for ductile-iron fittings shall conform with ANSI/AWWA Standard C110 or ANSI/AWWA C111/A21.11, and shall be cement lined inside and bituminous coated outside. Mechanical joint ductile-iron fittings complying with AWWA C153 are acceptable.

C. Bolts for all flanged and mechanical joints shall be high strength, low alloy steel bolts only, meeting the current provisions of AWWA C111. Bolt manufacturer's certification of compliance must accompany each shipment, with copy to Engineer.

D. Malleable iron fittings shall be galvanized conforming to the applicable provision of Federal Specification WW-P-521D, Type II, and may be used in sizes two (2) inches and under only.

E. Polyvinyl chloride (PVC) fittings shall be minimum Schedule 40 and may be used in size two (2) inches and under only.

2.03 THRUST RESTRAINTS

A. All mechanical joint fittings shall be restrained with retainer glands. Where indicated, pipe joints shall be restrained.

B. Retainer Glands for Fittings on PVC Pipe: Where PVC pipe is being connected to mechanical joint fittings, retainer glands shall be Ebaa Megalug Series 2000PV. Retainer glands shall be designed to meet Uni-Bell Standard 11Uni-B-1311. The restraint mechanism shall consist of a plurality of individually activated gripping surfaces to maximize restraint capability. Glands shall be manufactured of ductile iron conforming to ASTM A536. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to AWWA C-111 and C-153. Twist-off nuts, sized same as tee-head bolts, shall be used to insure proper actuation of restraining devices. The retaining gland shall have a pressure rating equal to that of the PVC pipe on which it is used.

C. Retainer Glands for Fittings on Ductile Iron Pipe: Where ductile iron pipe is being connected to mechanical joint fittings, retainer glands shall be Ebaa Megalug Series 1100. Mechanical joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts a multiple wedging action against the pipe, increasing its resistance as pressure increases. Glands shall be manufactured of ductile iron conforming to ASTM A536. Restraining devices shall be of ductile iron heat treated to a minimum Brinnell hardness of 370. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to AWWA C-111 and C-153. Twist-off nuts, sized same as tee-head bolts, shall be used to insure proper actuation of restraining devices. The retaining gland shall have a pressure rating of at least 250 psi with a minimum safety factor of 2.

D. Retainers for PVC Pipe: Where PVC pipe is indicated as being restrained, retainers for new C900 pipe, 4 to 12-inch diameter, shall be Ebaa Series 1500 and for new C900 pipe, greater than 14-inch diameter, shall be Ebaa Series 2800. Retainers for existing C900 pipe 4 to 12- inch diameter shall be Ebaa Series 1500 and retainers for existing C900 pipe greater than 14-inch diameter shall be EBAA Series 1100HV. Retainers shall be manufactured of 60-42-10 ductile iron. The retainer shall have sufficient number of ductile tie bolts to restrain working and test pressures as stated by the manufacturer. Each ductile clamp shall have serrations on the I.D. sufficient to hold working and test pressures.

E. Retainers for Mechanical Joint Ductile Iron Pipe: Where mechanical joint ductile iron pipe is indicated as being restrained, retainer glands shall be as specified for mechanical joint fittings above.

2.04 VALVES

A. Gate Valves four (4) inches and over shall be of the resilient wedge type and shall be in accordance with ANSI/AWWA C509 (latest edition) with O-ring type stem seal and two (2) inch square operating nut for buried services. Valves shall be mechanical joint unless otherwise noted and open left (counter clockwise). Bolts, studs and nuts shall be made from corrosion - resistant materials.

B. Gate Valves two (2) inches and under shall conform with Federal Specifications WW-V-54, Type II, solid wedge disc, rising stem, secured joints and of bronze construction. Valves shall have malleable iron hand wheels.

C. All valves shall be American made, minimum 150 psi cold water rates and shall be cast with manufacturer's name and pressure rating. All valves shall receive interior coating conforming to AWWA C550.

2.05 VALVE BOXES

A. Boxes shall be cast iron of standard design with adjustable drop section to fit disc or cover over valve. Interior diameter shall be not less than five (5) inches, with cast iron cover marked 11WATER11.

2.06 FIRE HYDRANTS

A. ANSI/AWWA C502 and the following requirements:
1. Dry barrel compression type.
2. 0-ring seal at operating nut stem and means for lubrication.
3. Traffic model with frangible sections at ground line.
4. Open left (counter clockwise).
5. Two 2-1/2 inch hose nozzles and one 4-1/2 inch pump nozzle with National Standard threads.
6. Main valve openings shall be not less than 5-1/4 inches.
7. Paint shall match applicable City standard.
8. Pipe inlet shall be six (6) inch mechanical joint.
9. Operating nut shall be pentagonal measuring 1-1/2 inch point to flat.
10. All bolts, studs and nuts shall be made from a corrosion-resistant material.
11. Drain outlet shall not be omitted.
12. All hydrant leads shall be valved.
13. All hydrants shall be installed plumb and in true alignment with the connection pipe to the water main.

B. Acceptable are Mueller Centurion or Waterous 11Pacer11.

2.07 AIR RELEASE VALVES

A. Air release valves shall be as manufactured by APCO Valve and Primer Corp. only, 1420 S. Wright Blvd., Schaumburg, Illinois 60193-4599, or equal.

B. When 1" or 2" air and vacuum valves are indicated, APCO Model 143C shall be provided, having inlet and blow off of valves, and quick disconnect couplings.

C. The combination air valves shall be fitted with inlet isolation valves.

2.08 BEDDING MATERIALS

A. Bedding: Silica Sand or local materials meeting requirements of Section 902, Standard Specifications for Road and Bridge Construction, latest edition. All bedding material imported to site shall be tested for corrosivity prior to usage and shall be rated as 11mildly aggressive11.

2.09 ACCESSORIES

A. Concrete for Thrust Blocks: 2500 psi minimum compressive strength.

B. Backflow Preventer: Provided by City as required.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify existing conditions.

B. Verify that municipal utility water main size, location and invert are as indicated.

3.02 PREPARATION

A. Ream pipe and tube ends and remove burrs, as required.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare pipe connections to equipment with flanges or unions.

3.03 BEDDING

A. Excavate and backfill pipe trench in accordance with Section 31 23 33 for Work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

B. Maintain optimum moisture content of bedding material to attain required compaction density.

3.04 INSTALLATION - PIPE

A. Maintain 10 ft. minimum horizontal or 18-in. minimum vertical separation of water main from sewer piping in accordance with State requirements.

B. Install pipe to indicated elevation to within tolerance of 5/8 inches.

C. Install ductile iron piping and fittings to ANSI/AWWA C600. Install PVC piping to AWWA C605. Install PE piping to AWWA C906.

D. Route pipe in straight line, except as noted.

E. Install pipe to allow for expansion and contraction without stressing pipe or joints.

F. Install access fittings to permit disinfection of water system.

G. Establish elevations of buried piping to ensure not less than 36 inches of cover, unless otherwise shown on the drawings.

H. Backfill trench in accordance with Section 31 23 33 - Trenching and Backfilling.

I. Installation and restoration operation under roads, shoulders or other level areas shall be performed in compliance with any City, County or State requirement which may apply.

J. Every effort shall be made to cover pipe ends during installation and a watertight plug or other approved seal must be used when installation is not in progress.

K. All stubbed valves shall be installed with retaining glands, tied off or with a minimum of sixty (60) feet of pipe.

L. Allowable deflection shall be no greater than stated in the applicable AWWA standard.

M. No pipe shall be laid when, in the opinion of the inspector, trench conditions are unsuitable. Pipe shall be laid in a dry trench unless otherwise authorized by the inspectors of the City which will own the water line.

N. Length of open trench on existing roads may be limited by the inspector of the City to minimize public inconvenience or danger to life or property.

3.05 PIPE IDENTIFICATION

A. A plastic dig-warning tape shall be buried 24 inches above the top, but no shallower than 12 inches from the top of the final grade, for the pipe's full length. The tape shall be at least 3 inches wide. The tape shall have colored lettering or background color and worded to indicate the presence and the contents of the pipeline. Color shall be blue for water.

B. Install solid strand tracer wire and joint seal (Kearney Aquaseal, Bishop, or approved equal) along all non-metallic pipe and services. Tracer wire shall be blue (water) coated (#) 14 gauge UF (Underground Feeder per National Electric Code Article 339) and must be taped below the spring line of the pipe and stubbed up at valves and hydrants. At each valve, the wire shall be installed along the outside of the valve box to the adjustable top piece. Sections of wire shall be spliced together using Buchanan connectors. Twisting the wire together is not acceptable. The tracer wire must provide full signal conductivity (including splices) for line locating equipment. Tape wire at 5-ft intervals during installation to prevent shifting during backfilling.

C. Each segment of tracer wire shall be demonstrated to be electrically continuous between turn-ups after backfilling and before the pipe is accepted as complete.

3.06 INSTALLATION - VALVES AND HYDRANTS

A. Set valves on solid bearing.

B. Center and plumb valve box over valve. Set box cover flush with finished grade. Pour concrete pad around valve box in accordance with standard details.

C. Set hydrants plumb and locate pumper nozzle perpendicular to roadway.

D. Set hydrants to grade, with nozzles at least 20 inches above ground.

E. Locate control valve adjacent to hydrant. Control valve shall be attached directly to the water main by a gland or swivel tee as approved by the Engineer. Restraining rods shall be at least 3/411 stock and shall be galvanized or stainless steel.

F. Paint hydrants in accordance with applicable City requirements.

G. After installation, each hydrant shall be flow tested and results reported to Owner.

3.07 CONNECTIONS TO EXISTING LINES

A. Connections to existing lines owned by the City shall be made by the Contractor under supervision of the Water Department.

B. Whenever it is proposed to interrupt existing water supplies to residences or businesses, the Contractor shall notify all concerned parties or agencies at least 24 hours prior to such cut-off.

3.08 TESTING

A. A 48-hour notice shall be provided to Engineer and the City prior to testing. After installation is completed, the system shall be filled with water and flushed at the highest obtainable velocity and at the furthest points. Velocity must be at least 2.5 feet per second. All air must be expelled. A pressure at least equal to 90 psi should be maintained for a period of one (1) hours. Should the system appear tight, the leakage test may begin.

B. The Contractor will pump his lines to a pressure equal to or greater than 150 psi. Should pressure fall below 150 psi during the test period, it shall be voided and restarted. Test period shall be two hours. Allowable leakage for ductile iron pipe shall be computed on the basis of Table 6, Section 4, AWWA C600, latest revision, or the applicable formula for installed pipe lengths other than eighteen (18) feet. Allowable leakage for PVC pipe shall be computed on the basis of Table 22, AWWA M23.

C. The following table approximates the above for a 1,000 foot segment of PVC at 150 psi and may be used in lieu thereof:

ALLOWABLE LEAKAGE PER 1,000 FEET OF PIPELINE

Pipe Size (inches)	Allowable Leakage (Gallon/hr.)
211	0.16
411	0.33
611	0.50
811	0.66
1011	0.83

1211	0.99
1411	1.16
16"	1.32
18"	1.49

D. All reports to be reported on Florida Department of Health standard form. Copies may be obtained from Engineer.

3.09 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 40 00.

B. Compaction testing will be performed in accordance with AASHTO T180.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

D. Frequency of Tests: per Section 31 23 33 - Trenching and Backfilling.

END OF SECTION

SECTION 33 13 00
DISINFECTING OF WATER UTILITY DISTRIBUTION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Disinfection of potable water transmission and distribution lines.

B. Disinfection of tanks, wells, pumps, and other facilities that will come in contact with potable water.

C. Testing and reporting results.

1.02 RELATED SECTIONS

A. Section 01 33 00 - Submittals

B. Section 01 40 00 - Quality Requirements

1.03 REFERENCES

A. AWWA B300 - Standard for Hypochlorites; American Water Works Association.

B. AWWA B301 - Standard for Liquid Chlorine; American Water Works Association.

C. AWWA C651 - Disinfecting Water Mains; American Water Works Association.

D. AWWA C652 - Disinfection of Water Storage Facilities

E. AWWA C654 - Disinfection of Wells

F. Florida Administrative Code, Chapter 62-555.345.

1.04 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Test Reports: Indicate results comparative to specified requirements.

C. Disinfection report:

1. Type and form of disinfectant used.
2. Date and time of disinfectant injection start and time of completion.
3. Test locations.
4. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
5. Date and time of flushing start and completion.
6. Disinfectant residual after flushing in ppm for each outlet tested.

D. Bacteriological report:
1. Date issued, project name, and testing laboratory name, address, and telephone number.
2. Time and date of water sample collection.
3. Name of person collecting samples.
4. Test locations.
5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
6. Coliform bacteria test results for each outlet tested.
7. Certification that water conforms, or fails to conform, to bacterial standards of Polk County Health Department.
8. Authorized signature by the laboratory performing the test.

1.05 REGULATORY REQUIREMENTS

A. All disinfection of water facilities shall be done in accordance with the rules and regulations of the Florida Department of Environmental Protection.

B. No water facilities will be permitted to be placed into service until they have been cleared by the Health Department.

C. Perform Work in accordance with AWWA C651 for piping, AWWA C652 for storage facilities or AWWA C654 for wells.

1.06 QUALIFICATIONS

A. Testing Firm: FDEP certified laboratory specializing in testing potable water systems.

PART 2 - PRODUCTS

2.01 DISINFECTION CHEMICALS

A. Chemicals: AWWA B300, Hypochlorite and AWWA B301, Liquid Chlorine.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that facilities to be disinfected have been cleaned, inspected, and pressure tested.

B. Schedule disinfecting activity to coordinate with start-up, testing, adjusting and balancing, demonstration procedures, including related systems.

3.02 EXECUTION

A. Provide and attach required equipment to perform the work of this Section.

B. Inject or otherwise apply disinfectant into facilities, following procedures that assure full contact with all surfaces.

C. Maintain disinfectant in system for 24 hours. Obtain prior approval for alternate disinfection procedures that may allow different disinfection time.

D. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.

E. Replace permanent system devices removed for disinfection.

3.03 FIELD QUALITY CONTROL

A. Perform field inspection and testing in accordance with Section 01 40 00.

B. Test samples in accordance with AWWA C651 for piping, AWWA C652 for storage facilities, or AWWA C654 for wells.

END OF SECTION

DIVISION 6
TECHNICAL SPECIFICATIONS

APPENDIX 1
PERMITS

FLORIDA DEPARTMENT OF
Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron De[illegible]
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Notification of Acceptance of Use of a General Permit

PERMITTEE:
Olivia Minshew, City Manager
City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873
ominshew@cityofwauchula.com

Permit Number: 0147708-043-DSGP/02
Issue Date: August 5, 2026
Expiration Date: August 4, 2031
County: Hardee
Project Name: Heard Bridge Road Water Main Loop
Water Supplier: City of Wauchula
PWS ID: 625-0329

Dear Olivia Minshew:

On August 3, 2026, the Florida Department of Environmental Protection received a "*Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs*" [DEP Form No. 62-555.900(7)], under the provisions of Rule 62-4.530 and Chapter 62-555, Florida Administrative Code (F.A.C.). The proposed project includes the construction of approximately: 7,300 linear feet of eight-inch diameter water main pipe(s). The project is located along East Rea Road and runs south on Heard Bridge Road in the city of Wauchula.

Based upon the submitted Notice and accompanying documentation, this correspondence is being sent to advise that the Department does not object to the use of such general permit at this time. Please be advised that the permittee is required to abide by Rule 62-555.405, F.A.C., all applicable rules in Chapters 62-4, 62-550, 62-555, F.A.C., and the General Conditions for All General Drinking Water Permits (found in 62-4.540, F.A.C.).

All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data.

The permittee shall comply with all sampling requirements specific to this project. These requirements are attached for review and implementation.

Pursuant to Rule 62-555.345, F.A.C., the permittee shall submit a certification of construction completion [DEP Form No. 62-555.900(9)] to the Department and obtain approval, or clearance,

from the Department before placing any water main extension constructed under this general permit into operation for any purpose other than disinfection or testing for leaks.

Within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service in total by the Department, both the permittee and the proposed permittee shall sign and submit an application for transfer of the permit using Form 62-555.900(8), F.A.C., with the appropriate fee. The permitted construction is not authorized past the 30-day period unless the permit has been transferred.

This permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project, per Rule 62-4.030, F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

for Gerald "J.J." Loesch
Environmental Administrator
Permitting & Waste Cleanup Program
Southwest District

Enclosures: Clearance Requirements/Utilities Separation Requirements

cc:
Robert Hungate, P.E., Chastain-Skillman, Inc., ahungate@dccm.com
Olivia Minshew, City of Wauchula, ominshew@cityofwauchula.com
Kyle Long, City of Wauchula, klong@cityofwauchula.com
Gerald "J.J." Loesch, DEP SWD, Gerald.Loesch@FloridaDEP.gov
Sarah West, DEP SWD, Sarah.J.West@FloridadDEP.gov

A Civil Penalty May Be Incurred

if this project is placed into operation before obtaining a clearance from this office.

Requirements for clearance upon completion of projects are as follows:

1) **Clearance Form**
Submission of a fully completed Department of Environmental Protection (DEP) Form 62-555.900(9) *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation*.

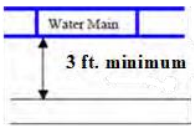
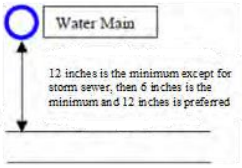
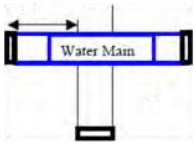
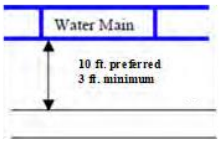
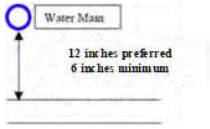
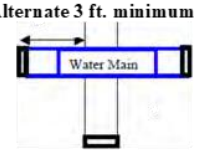
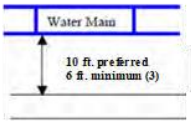
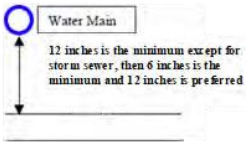
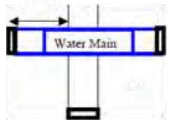
2) **Record Drawings, if deviations were made**
Submission of the portion of record drawings showing deviations from the DEP construction permit, including preliminary design report or drawings and specifications, if there are any deviations from said permit (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings.).

3) **Bacteriological Results**
Copies of satisfactory bacteriological analysis (a.k.a. Main Clearance), taken within sixty (60) days of completion of construction, from locations within the distribution system or water main extension to be cleared, in accordance with Rules 62-555.315(6), 62-555.320(12)(d), 62-555.350(6), 62-555.340, and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C 651-92, as follows:

- Connection to existing system
- The end point of the proposed addition
- Any water lines branching off a main extension
- Every 1,200 feet on straight runs of pipe

Each location shall be sampled on two consecutive days, at least 6 hours apart, with sample points and chlorine residual readings clearly indicated on the report. A sketch or description of all bacteriological sampling locations must also be provided.

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH RULE 62-555.314, F.A

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)			Alternate 3 ft. minimum 
Vacuum Sanitary Sewer			Alternate 3 ft. minimum 
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)			Alternate 6 ft. minimum 
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

(1) Water main should cross over other pipe. When water main must be below other pipe, the minimum separation is 12 inches.

(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.

(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.

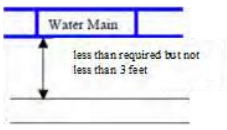
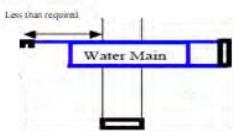
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

EXCEPTIONS TO MINIMUM SEPARATION REQUIREMENTS

Where it is not technically feasible or economically sensible to comply with the requirements of 62-555.314(1) or (2), F.A.C., **the Department shall allow exceptions to these requirements if suppliers of water or construction permit applicants provide technical or economic justification for each exception and provide alternative construction features that afford a similar level of reliability and public health protection**.

Acceptable alternative construction features include the following:

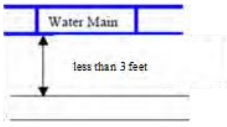
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH 62-555.314(5)(a), F.A.C.

Other Pipe	Horizontal Separation	Joint Spacing @Crossings (Full Joint Centered)
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water, Vacuum Sanitary Sewer, Storm Sewer, Stormwater Force Main		

Where an underground water main is being laid **less than the required minimum horizontal distance** from another pipeline and where an underground water main is **crossing another pipeline and joints in the water main are being located less than the required minimum distance from joints in the other pipeline**:

1. Use of pressure-rated pipe conforming to the American Water Works Association standards incorporated into Rule 62- 555.330, F.A.C., for the other pipeline if it is a gravity- or vacuum-type pipeline;
2. Use of welded, fused, or otherwise restrained joints for either the water main or the other pipeline; **or**
3. Use of watertight casing pipe or concrete encasement at least four inches thick for either the water main or the other pipeline.

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH 62-555.314(5)(b), F.A.C.

Other Pipe	Horizontal Separation	Crossings
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water, Vacuum Sanitary Sewer, Storm Sewer, Stormwater Force Main		

Where an underground water main is being laid **less than three feet horizontally** from another pipeline and where an underground water main is **crossing another pipeline and is being laid less than the required minimum vertical distance from the other pipeline**:
Use of pipe, or casing pipe, having high impact strength (i.e., having an impact strength at least equal to that of 0.25-inch- thick ductile iron pipe) or concrete encasement at least four inches thick for both the water main **and** for the other pipeline if it is new and is conveying wastewater or reclaimed water.

Disclaimer – This document is provided for your convenience only. Please refer to Rule 62-555.314, F.A.C., for additional construction requirements.

FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSan
Govern

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

August 3, 2026

City of Wauchula
% Olivia Minshew
126 South 7th Avenue
Wauchula, Florida 33873
ominshew@cityofwauchula.com

File No.: 25-0472780-001-EG, Hardee County

Dear Olivia Minshew,

On June 15, 2026, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.453, Florida Administrative Code, F.A.C., to install a water main via Horizontal Directional Drilling (HDD) of approximately 7,055 linear feet, of which approximately 1,242 linear feet will go underneath wetlands and other surface waters, near an unnamed freshwater pond. The project is located at approximately 27.556028, -81.809550, Wauchula, Florida 33873, Sections 4 and 33, Townships 33 and 34 South, Range 25 East, Hardee County.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal review portion of this verification request. Specifically, the activity is not covered by the State Programmatic General Permit. **Additional authorization must be obtained prior to commencement of the proposed activity**. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Ryan Lucas via email at Ryan.Lucas@FloridaDEP.gov.

1. Regulatory Review – Approved

Based on the forms, drawings, and documents revised with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.453, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405,

F.A.C. (attached), and the specific conditions of Rule 62-330.453, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Not Required

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. Federal Review

3.1 SPGP Not Approved

Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s)** or authorization **will be required** from the U.S. Army Corps of Engineers.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

3.2. <u>Water Quality Certification Granted With Conditions</u>

This permit also constitutes a *granted with conditions* water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. State Water Quality Certification is granted when an activity meets all the terms and conditions of a general permit under Rule 62-330.052, F.A.C., and the applicable Rules 62-330.401 through 62-330.635, F.A.C.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be

final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the

presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time
Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Hillsborough County, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Sincerely,



Heather McClurg
Environmental Consultant
Permitting & Waste Cleanup Program
Southwest District

Enclosures:
62-330.453, F.A.C.
General Conditions for All General Permits, Ch. 62-330.405, F.A.C.

Attachments:
Project Plans, 19 pages
Frac-Out Plan, 7 pages

cc:
Ryan Lucas, Southwest District, Ryan.Lucas@FloridaDEP.gov
ERP Permitting, Southwest District, sw_erp@floridadep.gov
Craig Stout, Consultant, cstout@esassoc.com
Austin Hungate, Consultant, ahungate@dccm.com

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(7), F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk N Zeller Date 08/03/2026

62-330.453 General Permit for Installation, Maintenance, Repair, and Removal of Utility Lines.

(1) A general permit is granted for the installation, maintenance, repair, and removal of underground utility lines, cable, conduit, or pipeline transmitting electricity, communication signals, potable water, raw water, reclaimed water, domestic wastewater, propane gas or natural gas.

(2) For the purposes of this general permit:

(a) "Directional drilling" means the linear or curvilinear excavation of a tunnel or conduit, in any direction, through the use of drilling equipment that can change direction during excavation; this also includes borehole reaming and pulling following primary drilling.

(b) "Jack-and-bore" means the linear, primarily lateral excavation of a tunnel, typically between excavated subgrade pits, through use of drilling equipment and encasement which is advanced under mechanical force, and includes similar methods commonly termed as "microtunneling."

(c) "Frac-out" means any release of drilling fluid or slurry which results in above-grade discharge of drilling fluid or slurry or significant loss of such fluid or slurry into the surrounding parent material.

(3) This general permit is limited as follows:

(a) No work occurs within Outstanding Florida Waters, Aquatic Preserves, or Class I waters.

(b) The installation of conduit or pipeline to drain wetlands or other surface waters is not authorized.

(c) Prior to work, existing pipelines shall be evacuated of substances which, if released, could result in a violation of state water quality standards.

(d) The maximum width of the disturbed corridor in wetlands shall not exceed 30 feet.

(e) The total area of forested wetland disturbance shall not exceed 0.5 acre per ten miles of cable, conduit, or pipeline.

(f) Minor above-grade improvements may be constructed in uplands under this general permit, but shall be limited to vents, valves, meter assemblies, relays, junction boxes, pads or similar structures that are directly connected to the utility line, do not create discharges, and which cumulatively comprise no more than 100 square feet of impervious surfaces per mile of utility line.

(g) Installation, maintenance, repair, and removal activities performed via trenching or methods other than directional drilling or jack-and-bore, are subject to the following special conditions:

1. The maximum width of the excavated trench shall not exceed eight feet, with temporary spoil storage banks not to exceed ten feet in width;

2. For a trench with a top width greater than three feet in herbaceous wetlands, the upper layer of the soil horizon shall initially be scraped and segregated into a spoil bank that is separated from the spoil bank resulting from the excavation of the trench for the utility line. The upper layer of the soil horizon shall be replaced as the last step of restored grades to facilitate natural revegetation;

3. Trenching in surface waters shall be limited to wetlands, artificial waters, and residential canal systems; and

4. Temporary spoil banks shall contain breaches that prevent impoundment or restriction of surface water flows;

(h) Installation, maintenance, repair, and removal conducted using directional drilling or jack-and-bore methods are subject to the following special conditions:

1. The maximum outside diameter of the cable, conduit or pipeline, including encasement, shall not exceed 30 inches.

2. A minimum depth of cover, equal to the greater of either five feet, or five times the maximum encased diameter of the utility line to be installed, shall be maintained between the top of the utility line and casing and the soil surface or submerged bottom of any wetland or waterbody being crossed.

3. All work areas associated with directional drilling or jack-and-bore activities, including entrance and exit pits, drill rigs, tanks, pumps, drilling fluid mixing and settling pits, dewatering systems and staging areas for pipe, cables, and drill string, shall be located within uplands.

4. The use of drilling fluids shall not cause or contribute to a violation of state ground water quality criteria or standards, as defined in Chapter 62-520, F.A.C.

5. The permittee shall, at least 48 hours prior to commencement of any directional drilling or jack-and-bore activities, submit to the agency the name, as registered with the Florida Department of State, and all-hours telephone contact information of all contractors responsible for drilling and for containment and cleanup in the event of a drilling fluid frac-out or spill.

6. The contractor shall, at all times during directional drilling activities, maintain appropriate equipment and materials in a readily-accessible location and condition, to effectively contain and clean up a drilling fluid frac-out or spill.

7. The permittee or the permittee's contractor shall, at all times during directional drilling activities, ensure that appropriately-trained personnel monitor downhole equipment position, drilling fluid circulation and pressures, and actively monitor the entire utility line route for surface frac-out of drilling fluids.

8. Drilling activities shall be discontinued and the drilling fluid or slurry shall be contained using appropriate methods as soon as possible, in the event of a drilling fluid frac-out or spill. Removal of drilling fluid or slurry from wetlands and other surface waters shall be initiated and completed in the most expeditious manner practicable. Removed drilling fluid shall be contained or disposed of in an appropriate upland location. Any frac-out or spill of drilling fluid into wetlands or other surface waters shall be reported to Agency staff within 24 hours following detection of the spill or frac-out.

(i) Utilities must be located a minimum of 14 feet below the authorized depth of a federal navigation channel.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 403.814(1) FS. History–New 10-3-95, Formerly 62-341.453, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those

specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at https://www.flrules.org/Gateway/reference.asp?No=Ref-04227, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland

tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at “Idle Speed/No Wake” at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline

at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History–New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

FRAC-OUT CONTINGENCY PLAN
FOR HORIZONTAL DIRECTIONAL DRILLING

1.0 Introduction and Purpose
2.0 Description of Work
3.0 Site Supervisor/Foreman Responsibilities
4.0 Equipment
5.0 Training
6.0 Drilling Procedures
- 6.1 Vac-Truck
- 6.2 Field Response to Frac-out Occurrence
- 6.3 Response Close-out Procedures
- 6.4 Construction Re-start
- 6.5 Bore Abandonment

7.0 Notification
- 7.1 Communicating with Regulatory Agency Personnel
- 7.2 Documentation

8.0 Project Completion and Clean-up
9.0 Florida Fish and Wildlife Conservation Commission Coordination

FRAC-OUT CONTINGENCY PLAN

1.0 Introduction and Purpose

Directional bore operations have a potential to release drilling fluids into the surface environment through fractured bedrock into the surrounding rock and sand and travels toward the surface. Because drilling fluids consist largely of a bentonite clay-water mixture, they are not classified as toxic or hazardous substances. However, if it is released into water bodies, bentonite has the potential to adversely impact fish and invertebrates.

While drilling fluid seepage associated with a frac-out is most likely to occur near the bore entry and exit points where the drill head is shallow, frac-outs can occur in any location along a directional bore. This Frac-Out Contingency Plan establishes operational procedures and responsibilities for the prevention, containment, and clean-up of frac-outs associated with the proposed directional drilling utility project. All personnel and subcontractors responsible for the work must adhere to this plan during the directional drilling process.

The specific objectives of this plan are to:

- Minimize the potential for a frac-out associated with directional drilling activities
- Provide for the timely detection of frac-outs
- Protect the environmentally sensitive steam bed and associated vegetation
- Ensure an organized, timely, and minimum-impact response in the event of a frac-out and release of drilling bentonite
- Ensure that all appropriate notifications are made immediately to the owner, safety personnel, and regulatory agencies

2.0 Description of Work

The proposed project consists of horizontally directional drilling a 12-inch diameter HDPE water main beneath Saddlle Creek.

Drilling operations will be halted by the drill rig operators immediately upon detection of a drop in drilling pressure or other evidence of a frac-out. The clean-up of all spills shall begin immediately. The owner, safety personnel, and appropriate regulatory agencies shall be notified immediately of any spills and shall be consulted regarding clean-up procedures. A spill kit shall be on-site and used if a frac-out occurs. A vacuum truck and containment materials, such as straw bales, shall also be on-site prior to and during all operations. The site supervisor will be immediately notified. In the event of a frac-out, the on-site foreman/supervisor will conduct an evaluation of the situation and direct recommended mitigation actions, based on the following guidelines:

- If the frac-out is minor, easily contained, has not reached the surface and is not threatening sensitive resources, drilling operations may resume after use of a leak stopping compound or redirection of the bore.

- If the frac-out has reached the surface, any material contaminated with Bentonite shall be removed by hand to a depth of 2 feet, contained and properly disposed of, as required by law. The drilling contractor shall be responsible for ensuring that the bentonite is either properly disposed of at an approved disposal facility or properly recycled in an approved manner. The site supervisor shall notify and take any necessary follow-up response actions in coordination with agency representatives. The site supervisor will coordinate the mobilization of equipment stored at off-site locations (e.g., vacuum trucks) on an as needed basis.

3.0 Site Supervisor/Foreman Responsibilities

The site supervisor/foreman has overall responsibility for implementing this Frac-Out Contingency Plan. The site supervisor/foreman will ensure that all employees are trained prior to all drilling. The site supervisor/foreman will be responsible for ensuring that safety personnel are aware of the frac-out, coordinate personnel, response, cleanup, regulatory agency notification and coordination to ensure proper cleanup, disposal of recovered material, and timely reporting of the incident. The site supervisor/foreman shall ensure all waste materials are properly containerized, labeled, and removed from the site to an approved disposal facility by personnel experienced in the removal, transport, and disposal of drilling mud.

The site supervisor/foreman shall be familiar with all aspects of the drilling activity, the contents of this Frac-Out Contingency Plan and the conditions of approval under which the activity is permitted to take place. The site supervisor/foreman shall have the authority to stop work and commit the resources (personnel and equipment) necessary to implement this plan. The site supervisor/foreman shall assure that a copy of this plan is available on-site and accessible to all construction personnel. The site supervisor/foreman shall ensure that all workers are properly trained and familiar with the necessary procedures for response to a frac-out, prior to commencement of drilling operations.

4.0 Equipment

The site supervisor shall ensure that:

- All equipment and vehicles are checked and maintained daily to prevent leaks of hazardous materials
- Spill kits and spill containment materials are available on-site at all times and that the equipment is in good working order
- Equipment required to contain and clean up a frac-out release will either be available at the work site or readily available at an off-site location within 15 minutes of the bore site
- If equipment is required to be operated near the streambed, absorbent pads and plastic sheeting for placement beneath motorized equipment shall be used to protect the streambed from engine fluids

5.0 Training

Prior to the start of construction, the site supervisor/foreman, shall ensure that the crew members receive training in the following:

- The provisions of the Frac-Out Contingency Plan, equipment maintenance and site-specific permit and monitoring requirements
- Inspection procedures for release prevention and containment equipment and materials
- Contractor/crew obligation to immediately stop the drilling operation upon first evidence of the occurrence of a frac-out and to immediately report the frac-out releases
- Contractor/crew member responsibilities in the event of a release
- Operation of release prevention and control equipment and the location of release control materials
- Protocols for communication with agency representatives who might be on-site during the clean-up effort

6.0 Drilling Procedures

The following procedures shall be followed each day, prior to the start of work. The Frac-Out Contingency Plan shall be available on-site during all construction. The site supervisor/foreman shall be on-site at any time that drilling is occurring or is planned to occur. The site supervisor/foreman shall ensure that a job briefing meeting is held at the start of each day of drilling to review the appropriate procedures to be followed in case of a frac-out.

Drilling pressures shall be closely monitored so they do not exceed those needed to penetrate the formation. Pressure levels shall be monitored randomly by the operator. Pressure levels shall be set at a minimum level to prevent frac-outs. During the pilot bore, maintain the drilled annulus. Cutters and reamers will be pulled back into previously drilled sections after each new joint of pipe is added.

Exit and entry pits shall be enclosed by silt fences and straw. A spill kit shall be on-site and used if a frac-out occurs. A vacuum truck shall be readily available on-site prior to and during all drilling operations. Containment materials (straw, silt fencing, sandbags, frac-out spill kit, etc.) shall be staged on-site at location where they are readily available and easily mobilized for immediate use in the event of an accidental release of drilling mud. If necessary, barriers (straw bales or sedimentation fences) between the bore site and the edge of the water source, shall be constructed, prior to drilling, to prevent released bentonite material from reaching the water.

Once the drill rig is in place, and drilling begins, the drill operator shall stop work whenever the pressure in the drill rig drops, or there is a lack of return in the entrance pit. At this time the site supervisor/foreman shall be informed of the potential frac-out. The site supervisor/foreman and the drill rig operator shall work to coordinate the likely location of the frac-out. The location of the frac-out shall be recorded and notes made on the location and measures taken to address the concern. The following subsections shall be adhered to when addressing a frac-out situation.

Water containing mud, silt, bentonite, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake, flowing stream, or any other water source. The bentonite used in the drilling process shall be either disposed of at an approved disposal facility or recycled in an approved manner. Other construction materials and wastes shall be recycled, or disposed of, as appropriate.

6.1 Vac-Truck

A vacuum truck shall be staged at a location from which it can be mobilized and relocated so that any place along the drill shot, can be reached by the apparatus within 10 minutes of a frac-out.

6.2 Field Response to Frac-out Occurrence

The response of the field crew to a frac-out release shall be immediate and in accordance with procedures identified in this Plan. All appropriate emergency actions that do not pose additional threats to sensitive resources will be taken, as follows:

- Directional boring will stop immediately
- The bore stem will be pulled back to relieve pressure on frac-out
- The site supervisor/foreman will be notified to ensure that safety personnel is notified, adequate response actions are taken, and notifications made
- The site supervisor/foreman will evaluate the situation and recommend the type and level of response warranted, including the level of notification required
- If the frac-out is minor, easily contained, has not reached the surface and is not threatening sensitive resources, a leak stopping compound shall be used to block the frac-out. If the use of leak stopping compound is not fully successful, the bore stem shall be redirected to a new location along the desired drill path where a frac-out has not occurred
- If the frac-out has reached the surface, any material contaminated with bentonite shall be removed by hand, to a depth of 2 feet, contained and properly disposed of as required by law. A dike or berm may be constructed around the frac-out to entrap released drilling fluid if necessary. Clean sand shall be placed and returned to pre-project contours
- If a frac-out occurs, reaches the surface and becomes widespread, the site supervisor shall authorize a readily accessible vacuum truck and bulldozer stored off-site to be mobilized. The vacuum truck may be either positioned at either end of the line of the drill so that the frac-out can be reached by crews on foot, or may be pulled by a bulldozer, so that contaminated soils can be vacuumed up.

6.3 Response Close-out Procedures

When the release has been contained and cleaned up, response closeout activities will be conducted at the direction of the site supervisor/foreman and shall include the following:

- The recovered drilling fluid will either be recycled or hauled to an approved facility for disposal. No recovered drilling fluids will be discharged into streams, storm drains, or any other water source
- All frac-out excavation and clean-up sites will be returned to pre-project contours using clean fill as necessary
- All containment measures will be removed, unless otherwise specified by the site supervisor/foreman.

6.4 Construction Re-start

For small releases not requiring external notification, drilling may continue, if 100 percent containment is achieved using a leak stopping compound or redirection of the bore and the clean-up crew remains at the frac-out location throughout the construction period.

For releases requiring external notification and/or other agencies, construction activities will not restart without prior approval from safety personnel.

6.5 Bore Abandonment

Abandonment of the bore will only be required when all efforts to control the frac-out within the existing directional bore have failed.

7.0 Notification

In the event of a frac-out that reaches a water source, the site supervisor/foreman will notify the owner and engineer so they can notify the appropriate resource agencies. All agency notifications will occur within 24 hours and proper documentation will be accomplished in a timely and complete manner. The following information will be provided:

- Name and telephone number of person reporting
- Location of the release
- Date and time of release
- Type and quantity, estimated size of release
- How the release occurred
- The type of activity that was occurring around the area of the frac-out
- Description of any sensitive areas, and their location in relation to the frac-out
- Description of the methods used to clean up or secure the site
- Listing of the current permits obtained for the project

7.1 Communicating with Regulatory Agency Personnel

All employees and subcontractors will adhere to the following protocols when permitting regulatory agency personnel arrive on-site. Regulatory agency personnel will be required to comply with appropriate safety rules. Only the site supervisor/foreman and safety personnel are to coordinate communication with regulatory agency personnel.

7.2 Documentation

The site supervisor/foreman shall record the frac-out event in his/her daily log. The log will include the following: details on the release event, including an estimate of the amount of bentonite released, the location and time of release, the size of the area impacted, and the success of the clean-up action. The log report shall also include: the name and telephone number of person reporting, date, how the release occurred, the type of activity that was occurring around the area of the frac-out, description of the methods used to clean up or secure the site, and a listing of the current permits obtained for the project.

8.0 Project Completion and Clean-up

- All materials and any rubbish/construction debris shall be removed from the construction zone at the end of each workday
- Sump pits at bore entry and exits will be filled and returned to natural grade
- All protective measures will be removed unless otherwise specified by the site supervisor/foreman

9.0 Florida Fish and Wildlife Conservation Commission Coordination

Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified with details of the event within 24 hours following detection of the spill or frac-out.

HARDEE COUNTY
PUBLIC WORKS DIVISION/ COUNTY ENGINEER
IRRIGATION, UTILITY, TRACTOR, AND DRAGLINE CROSSING
RIGHT-OF-WAY USE PERMIT APPLICATION

DATE: _0_0Jr.?_.0._S _____ PERMIT NUMBER: a::.....i. lo=---- .\....i:.....::0:::....

COUNTY ROAD NAME: _H_03,.,_8_....ge_Ra_&_R_EA_R•----------

LOCATION: N0'1n Wauc:."\ula •akmgW s1deolHeard Bncg. P.d & N s1ae of REA Ra E

SECTION: _3_.3_3.:-:_. _____ TOWNSHIP: _33_s-_l"_5 _____ RANGE: _25_E_____

I, Ohy1a t.tins!'lew hereinafter referred to as the "Permittee", hereby request permission from Hardee County, Florida, hereinafter called the County, to construct, operate, and/or maintain a(an) 8inchdiamelerPVC/HDPEwalermainalong&under over (N/A) ; under.:.R.:.=E:.....A.:.....: ;R!'-._____, and/or along Heard Bridge Rd. & REA Rd. , the above County road rights-of-way.

1. The Permittee declares: That prior to filing this application, he/she has determined the location of all existing utilities both above ground and underground.

2. The following utilities/municipalities have been notified of the proposed project:
City of Wauchula, Peace River Electric. Sebring Gas SystemINC.. Comcast, Century Link

3. This permit is for permissive use only and the placing of facilities upon public road right-of-way shall not create or vest any property rights to said Permittee.

4. Whenever necessary for construction, repair, improvement, maintenance, and safe efficient operation, alteration, or relocation of the County road by Hardee County, as determined by the County Engineer or his designee, any or all poles, wires, pipes, cables, or other facilities authorized hereunder shall be removed for reset or relocated as required by the County Engineer or his designee, and at the expense of the Permittee.

5. All materials, equipment and work shall be subject to inspection by the County Engineer or his designated representative.

6. All installations shall conform to "Hardee County Resolution No.01-09."

7. The attached sketch, detailed plans and supporting information on the installation shall become part of this Permit.

8. All Hardee County property shall be restored to its original condition; as far as practical and in keeping with County Specifications.

9. It is understood and agreed that the permit herein granted is only to the extent of the County's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times assume all risks of construction and shall indemnify, defend, and hold harmless Hardee County employees and assignees from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by the Permittee of the aforesaid rights and privileges.

10. The Hardee County Public Works Division shall be notified forty-eight (48) hours prior to the start of the project in writing to Tara Holton, Road & Bridge or by phone no. 863-773-3272.

11. In case of non-compliance with Hardee County's requirements, this permit is void and the facilities shall be brought into compliance or removed from Hardee County's rights-of-way.

12. A non-refundable processing fee of two hundred twenty-five dollars ($225.00) shall be charged for this application.

13. This permit shall be effective on the approval date indicated and expires in ninety (90) days.

14. The permittee shall be responsible for restoration of all disturbed areas.

15. Permittee shall comply with all applicable federal, county and local codes and regulations.

The Permittee hereby certifies that he/she understands and will comply with the above conditions.

Submitted By: 0u l fVL'Lt1<l-V..LJ Date: IP/ 11/au

Approved By:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

THIS AGREEMENT made and entered into this 4th day of August 2026, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and the City of Wauchula, hereinafter referred to as the "CITY," located at 126 South 7th Ave., Wauchula, Florida 33873.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed City infrastructure project, Pavement Management Plan & Electric Distribution System Master Plan, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit “A” and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit “B;” and

The EDA desires to distribute funds to the City for the Pavement Management Plan & Electric Distribution System Master Plan that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $322,600 as provided for in Exhibit “A;” and

The Pavement Management Plan and Electric Distribution System Master Plan, EDA Infrastructure Project Grant Application (Exhibit “A”), and EDA Infrastructure Grant Program Guidelines (Exhibit “B”), is hereby incorporated into this agreement and the

representations made at the duly noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the City agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

CITY OF WAUCHULA
126 SOUTH 7TH AVE.
WAUCHULA, FL 33873
P: 863-773-3131
E: OMINSHEW@CITYOFWAUCHULA.COM

2.0 ADMINISTRATOR: The EDA Agreement administrator is John Eason, County Manager. The City Agreement administrator is Olivia Minshew, City Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2026, and continue until completion of the project and payment of all outstanding amounts as provided for in the attached.

4.0 CITY DESCRIPTION:

(a) The City is an operating unit of City of Wauchula, FEIN 59-6000446.

5.0 PROJECT DESCRIPTION: Pavement Management Plan and Electric Distribution System Master Plan

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE CITY: The City agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A";

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA;

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices;

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later;

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement;

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C".

8.0 OBLIGATIONS OF THE EDA: The EDA agrees to:

(a) provide a format for all required reports and assist the City in completing reports satisfactory to the EDA;

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan;

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided;

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the City to comply with any material term or condition of this Agreement or a decision by the City either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the City with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the City liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules

of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The City will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The City shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 WAIVER: The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the City and the authorized agent of EDA.

18.0 INDEMNIFICATION: The City shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from City's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the City and third parties made pursuant to this Agreement. City shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from City performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

(a) The City shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The City shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The City shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, the City shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those

contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY	CITY OF WAUCHULA
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____
WITNESSES:	WITNESSES:
_____	_____
_____	_____

EXHIBIT A

EDA Infrastructure Project Grant Application

EXHIBIT B

GUIDELINES OF THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY (INDEPENDENT BOARD)

INFRASTRUCTURE GRANT PROGRAM (IGP)

I. PURPOSE

II. DEFINITIONS

III. GENERAL REQUIREMENTS

IV. APPLICATION REQUIREMENTS & PROCESSING

V. EVALUATION CRITERIA

VI. GRANT ADMINISTRATION

VII. COMPLIANCE RESPONSIBILITIES

I. PURPOSE. The Hardee County Economic Development Authority Independent Board (Authority), pursuant to Section 211.3103(3)(b)3 F.S., is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, private sector job creation or infrastructure within the geographic boundaries of Hardee County. The purpose of this part is to set forth procedures to govern the program.

II. DEFINITIONS. The terms used in this part are defined as follows:

1. “APPLICANT” means a local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses.

2. “APPLICATION” means a formal request for EDA funds by an applicant consisting of a complete project application form with all required documentation.

3. “APPLICATION SUBMISSION PERIOD” means the formally announced period of time provided by the EDA for the submission of applications by local entities, non-profit businesses, and for-profit businesses.

4. “AUTHORITY” means the Hardee County Economic Development Authority.

5. “BUSINESS ENTITY” means an economic unit that controls resources, incurs obligations, and engages in business activities in one or more locations.

6. "CASH" means money paid by a grantee to purchase goods and services from private and independent sources for accomplishment of an EDA project. In-kind service costs are not cash.

7. “CAPITAL IMPROVEMENT PLAN” means that portion of an applicant’s adopted local comprehensive plan which indicates a schedule of capital improvement projects, including estimated costs and target dates for completion.

8. “CLERK” means the clerk of the court serving in the capacity of chief financial officer of the county.

9. “COMMISSION” means the Board of County Commissioners of Hardee County.

10. “COUNTY” means Hardee County.

11. “DEVELOPMENT” means the act of physically improving an area, facility, resource, or site to increase its ability or capacity to serve economic development, private sector job creation or infrastructure purposes.

12. "EVALUATION CRITERIA" means the standards used to evaluate EDA applications.

13. "ESTIMATED PROGRAM FUNDS" means the amount of EDA funds estimated to be available for the subsequent fiscal year by the Authority.

14. "FACILITY" means a component of a capital improvement project.

15. "FISCAL YEAR" means the County fiscal year, October 1 – September 30.

16. "FUNDING CYCLE" means the interval of time between the start of an EDA application submission period and appropriation of project funds by the Authority.

17. "GRANT" means program funds authorized by the Authority for release to a grantee for implementation of an approved project.

18. "GRANT AWARD AGREEMENT" means an executed contract between the Authority and a grantee setting forth mutual obligations and reimbursement schedules regarding an approved EDA project.

19. "GRANTEE" means a local governmental entity, non-profit business or for profit-business receiving EDA funds pursuant to an approved EDA application.

20. "IN-KIND SERVICE COSTS" means in-house expenses incurred by a grantee for labor and materials and grantee-owned and maintained equipment for accomplishment of an approved EDA project. Volunteer labor, inmate labor, or donated materials are ineligible program expenses.

21. “INFRASTRUCTURE” means storm water systems; telecommunications facilities; roads or other remedies to transportation impediments; nature-based tourism

facilities; additions to the distribution facilities of existing natural gas utilities, existing electric utilities, or existing water or wastewater utilities, or other physical requirements necessary to facilitate tourism, trade and economic development activities in the community dedicated for public use.

22. "LAND VALUE" means the assessed fair market value of land used by a grantee as match to EDA funds.

23. "LOCAL GOVERNMENT COMPREHENSIVE PLAN" means a plan adopted pursuant to Chapter 163, Florida Statutes.

24. "LOCAL GOVERNMENTAL ENTITY" means a county government, municipality (incorporated city, town or village), or an independent special district of the State of Florida with legal responsibility.

25. "MATCH" means the provision of cash, in-kind service costs or land value in the ratio required by these guidelines to be added to EDA funds by the grantee for the project cost.

26. "NEEDS" means a deficiency in or a necessity to carry out a predetermined level of service.

27. "NEW CONSTRUCTION" means building of new facilities not previously in existence.

28. "PRIORITY LIST" means a list that contains all eligible applications which will meet or exceed the minimum ranking as identified in the "Criteria for the Purpose of Ranking Projects" summary included in the application packet.

29. "PROGRAM" means the EDA grant-in-aid program.

30. "PROGRAM AMOUNT" means the amount of EDA funds received for severance tax.

31. "PROJECT" means the planned undertaking in which all actions or activities have a clear-cut identity and a well-defined objective that has been planned to the point of definite implementation for which EDA funds will be used.

32. "PROJECT COMPLETION" means the project is available for use of operational use for infrastructure projects. Project must be designated complete prior to release of final reimbursement.

33. "PROJECT COMPLETION DATE" means the date specified in a Grant Award Agreement by which a grantee shall complete an approved EDA project and incur all grant and if applicable, match related expenses. Private sector job creation projects, employee retention requirements shall be met.

34. "PROJECT COST" means the total of an EDA grant award and required match.

35. "PROJECT ELEMENT" means an identified facility within a project.

36. "PROJECT PERIOD" means the period of time set forth in a Grant Award Agreement during which eligible project costs may be incurred and charged to the grant.

37. "PROJECT SITE" means the specific area, and boundaries thereof, as shown by a survey and a legal description, for which EDA funds are used.

38. "REAL PROPERTY" means land and improvements attached or affixed to the land.

39. "RENOVATION" means repair, replacement, or restoration of like facilities to an improved state of condition of which allows job retention and or private sector job creation.

40. "SITE CRITERIA" means criteria related to the site shall be established by the Authority prior to any solicitation for grant applications.

41. "STAFF" means BCC staff as designated by the County Manager.

42. "SUPPORT FACILITY" means a facility which could not stand alone, or which would have little or no public value without the primary facility. Examples of support facilities are parking lots, restrooms, bathhouses, combined restroom-concession stand buildings, access roads, walkways, landscaping as required by Hardee County LDR, security lighting and fencing, and interpretive signs.

43. "PRIVATE SECTOR JOBS" means any job in which goods and services are produced by individuals and companies and is not controlled by the state or local government.

44. "PUBLIC SECTOR JOBS" means any job controlled by the state or local government. Includes nationalized industries, national, state, and local government services, and public corporations.

III. GENERAL REQUIREMENTS. The following constitutes the general procedures for the program:

(1) EDA APPLICATION CATEGORIES. Infrastructure applicants must demonstrate a direct relationship between the infrastructure funding request and tourism, trade, and economic development "activity". Infrastructure applications seeking funding to rehabilitate existing public infrastructure without direct connectivity to job creation are not favored. The EDA recognizes four types of infrastructure application categories:

1. Public Infrastructure necessary for the immediate or facilitation of the creation of jobs, with or without the use of "performance-based mortgage instrument".

2. Private infrastructure necessary for the immediate, direct creation of jobs, with or without use of "performance-based mortgage instrument", as each application may require to adequately protect the public investment.

3. Joint infrastructure between a governmental entity and a private sector employment or infrastructure entity.

4. Those so defined by a two-thirds majority of the Authority members (declaration). This 2/3 majority vote shall require that action be taken at a meeting at which a majority of the members is present.

Note: a **performance-based mortgage** shall be created between the entities above, where appropriate, without EDA oversight. The sponsoring government entity shall be the grantee. The grantee is responsible for the creation, implementation, and disposition of such instruments.

(2) DISTRIBUTION OF PROGRAM FUNDS. EDA funds are distributed as reimbursement grants by the Authority on a project-by-project basis to applicants eligible under these guidelines. The Authority's performance and obligation to award program grants are contingent upon an annual appropriation as announced in the Florida Administrative Weekly for the subsequent fiscal year.

(3) APPLICATION SUBMISSION PERIOD. The Authority shall accept program applications only during the application submission period. Applications must be postmarked on or before the last day of the application submission period. The Authority shall publicize the dates of the application submission period and other pertinent application information specified in these guidelines in the Florida Administrative Weekly.

(4) GRANT AWARD. The Authority shall rank applications to the extent of estimated available program funds based on criteria relating to administrative capacity, public benefit, economic benefits, and public use.

(5) PROGRAM AMOUNT ALLOCATION. For each funding cycle, the Authority shall divide the estimated available program amount into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure.

(6) RECOMMENDED APPLICATION PRIORITY LIST. The program amount assigned to each fund as established by the Authority shall be divided into four categories: Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure. Applications shall be ranked according to the criteria summary sheet. The application satisfying the most criteria will receive the highest priority. The remaining applications will be arranged in descending order according to their assigned criteria. Applications criteria below the minimum, established by the Authority shall not be placed on the priority list. The priority list shall include recommendations for distribution of available program funds. In the event there are insufficient applications to account for all program funds assigned to a category or fund, the remaining funds shall then be allocated to the other categories or funds.

(7) BREACH OF CONTRACT. The Authority shall deny or suspend program eligibility to any applicant or grantee against which the Authority has an unsettled financial claim and/or dispute of attainment of program requirements.

IV. APPLICATION REQUIREMENTS and PROCESSING. The Authority shall approve applications for program grants in order of ranking until all program funds are depleted under the following standards and criteria:

(1) ELIGIBLE APPLICANTS. A local government entity (Board of County Commissioners, municipalities, authorities [i.e., water, airport, etc.]), non-profit business or for-profit businesses may submit EDA applications during the application submission period.

(2) PROJECT ELIGIBILITY.

(a) Joint Application, Job Creation Application, Economic Development Application, and EDA Infrastructure: EDA grants shall only be awarded to grantees for projects that are for the sole purpose of providing infrastructure or private sector job creation.

(b) Eligible Site: The site of an EDA development project shall be owned by the applicant or shall be under lease to the applicant for a period of time sufficient to satisfy the dedication period by the submission period deadline. The Authority shall make exceptions when the applicant demonstrates that: 1) it is in the public interest, and it complies with all other parts of these guidelines. Other forms of real property interest will be considered if the applicant provides clear and explicit documentation showing that it has the sole ability to control, manage, and dedicate the property for the required period of time. Site control verification must be received by the execution of the Grant Award Agreement.

(c) Number of Applications: An applicant may submit more than one application for grant assistance. An application grant project must be limited to a single site or group of sites in which all the properties have the same owner or owners.

(d) Active Projects: A grantee with an open EDA project by the closing date of an application submission period can be eligible to submit additional applications.

(e) Duplicate Projects: An applicant shall not submit the same application, in whole or in part in concurrent or overlapping funding cycles.

(3) COMPLETENESS/ELIGIBILITY DETERMINATION. Following closure of an application submission period, Authority staff will review and determine the completeness of each application based on the following:

(a) Applications received by the application submission deadline will be reviewed and evaluated by the governing body of the County and each municipality in the County, the nonprofit corporation and the Authority based on the materials submitted. Applicants will be notified of the timely receipt and status of their application(s).

(b) No additional information shall be accepted after the application submission deadline, unless specifically requested by Authority staff for clarification of information provided in the application received by the published application submission deadline.

(c) Ineligibility: An application, in whole or in part, may be declared ineligible by the Authority pursuant to Paragraphs IV (2) (a-e). The Authority may determine that a project site or facility is not viable or practical if the projects fail to adequately meet the Authority's evaluation criteria.

(4) APPLICATION EVALUATION. Each eligible application shall be evaluated based on the information provided in the application and in accordance with this part.

(5) UNFUNDED AND INELIGIBLE APPLICATIONS. Any unfunded or ineligible application shall remain on file in accordance with Public Records retention requirements.

(6) APPLICATION FORM. The EDA Program Application Form is available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

V. EVALUATION CRITERIA. A priority listing of all project applications, including consideration of the information received from the County, the municipalities, the nonprofit corporation, if any, and the public, by ranking each project relative to the others and shall establish funding levels and any appropriate special conditions for each individual project. The priority listing shall be assigned to each eligible application after an evaluation according to the application criteria which follows:

(1) GENERAL CRITERIA.

(a) Sufficient administrative capability to administer the grant.

(b) The public good or public benefit generated by the project.

(c) The direct private investment stimulated by the project.

(d) The use of City matching Funds on the project.

(e) Geographic and demographic diversity in the disbursement of grant awards.

(f) Compatibility with countywide economic development and infrastructure priorities.

(g) Financial capacity to carry the project costs until reimbursement is received.

(h) Professional and technical service availability to carry out the project.

(2) Other factors that shall be considered include the following:

(a) The long-term economic benefit of the project or activity to the applicant community.

(b) The expected time frame for such economic benefit to be realized and the attendant risks related to the likelihood of such realization.

(c) The additional economic benefit and/or private sector jobs created or retained which may occur as a result of other capital investment(s) that may be facilitated by the completion of the project.

(d) The importance of the grant to the completion, execution and/or implementation of the project.

VI. GRANT ADMINISTRATION. The following constitutes procedures for administration of program grants:

(1) GRANT AWARD AGREEMENT. After the Authority appropriates grant funds, the Authority and grantee shall enter into a Grant Award Agreement which sets forth the responsibilities and duties of each regarding administration of the approved project. The Grant Award Agreement shall contain terms and conditions particular to each project. Grant Award Agreements are not transferable.

(2) PAYMENT BASIS. Grantees shall be paid program funds by the Authority subject to the following conditions:

(a) Project Costs. Payment of project costs shall be reimbursed quarterly as provided for in these guidelines and in the Grant Award Agreement. Project costs may be reimbursed more frequently than quarterly upon determination by the Authority and inclusion in the Grant Award Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, the Grant Award Agreement except for pre-agreement costs. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches, and project signs are eligible project expenses. If the total cost of the project exceeds the grant amount and the required match, the grantee must pay the excess cost.

(b) Cost Limits. Project planning expenses, such as architectural and engineering fees, permitting fees, project inspection, and other similar fees, are eligible project costs provided that such costs do not exceed fifteen percent of the project cost.

(c) Retention. The Authority shall retain ten percent of the grant until the grantee completes the project and the Authority approves the completion documentation set forth in these guidelines. This retention requirement may be waived by the EDA in the Grant Award Agreement.

(3) ACCOUNTABILITY. The following procedures shall govern the accountability of program funds:

(a) Accounting System. Each grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all program and matching funds.

(4) REVERTED PROJECT FUNDS. EDA funds remaining after termination of a grant award or grantee completion of project shall revert to the Authority. If any funds awarded during a funding cycle are not accepted by the grantee or become available

before termination of the fiscal year for which they were appropriated, the Authority may authorize the funds be carried forward for use by any succeeding cycle/year.

(5) INFRASTRUCTURE PROJECTS. The following constitutes the specific procedures for administration of infrastructure projects:

(a) Grant Period. The grantee will have up to three years from the start of the fiscal year in which funds are appropriated to complete the project. If the project is not completed within three years from the start of the fiscal year in which funds are appropriated, the contract shall be terminated and the project funds shall be reverted to the Authority, unless the Authority authorizes an amendment to extend the project agreement.

(b) Commencement Documentation. Prior to commencement of project construction, the grantee shall submit for approval the documentation described in the Commencement/Reimbursement Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(c) Completion Documentation. Upon completion of the project and prior to release of the final payment, the grantee shall submit all documentation described in the Project Completion Documentation Form available from the County Manager's Office at 412 W. Orange Street, Room 103, Wauchula, FL 33873.

(d) Inspections. The Authority shall have the right to perform an on-site inspection of the project site to ensure compliance with the Grant Award Agreement prior to release of the final grant payment.

VII. COMPLIANCE RESPONSIBILITIES. The following constitutes the general requirements for program compliance:

(1) SITE DEDICATION. Land owned or under site control by the grantee, which is developed for infrastructure with EDA funds, shall be dedicated for public use.

(2) MANAGEMENT OF PROJECT SITES. Grantees shall ensure by site inspections that facilities on project sites developed with EDA funds are being constructed, operated and maintained. All project sites shall be open for inspection at reasonable times and shall be managed in a safe and attractive manner.

(3) NON-COMPLIANCE. The Authority shall terminate a Grant Award Agreement for non-compliance by a grantee with the terms stated in the Grant Award Agreement or these guidelines. If the grantee fails to comply with the provisions of this part or the Grant Award Agreement, the Authority shall declare the grantee ineligible for further participation in EDA until such time as compliance has been obtained.

(4) POST COMPLETION INSPECTIONS. Authority staff shall have the right to perform an on-site inspection of completed program sites to ensure compliance with program requirements as stated in these guidelines.

Creation: Senate Bill 3110, House Bill 1303, and House Bill 1627

Specific Authority: 211.3101(3)(b)3 FS
Adopted by Board: May 02, 2006
Amended: March 25, 2008
December 21, 2010

EXHIBIT C

Criteria for Measurement of Achievement of Terms Agreed to Under the Infrastructure Program

Financial Reporting Procedures for Quarterly Reports and Reimbursement

The financial reporting procedure establishes guidelines for grant funds disbursed through the EDA. The procedures set forth principles for determining eligible costs, supporting documentation and minimum reporting requirements to assist both parties in receiving appropriate and timely reimbursement.

Grant funds shall be reimbursed in accordance with good cash management principles as identified by law. The reimbursement shall include only expenditures related to the project elements and the period as identified in the agreement. The City shall submit the attached quarterly progress report and reimbursement request forms to request reimbursement on an annual quarterly basis. The forms must contain all the information

as requested. Each cost should clearly reflect the project element and a brief description of work performed. The office shall retain up to 10% of its obligations to ensure compliance with the agreement terms and conditions. Retained funds shall be released upon satisfactory completion of the project.

Documents that support the reimbursement shall be retained as described in Section 7.0 of the Agreement.

Reimbursement Request Package

Recipient Details

1. Grant/Recipient _____
2. Project Number _____ Date of Request _____
3. Disbursement Request Number _____
4. Type of Request: Partial _____ Final _____
5. Federal Employer Identification Number _____
6. Send Remittance to:

_____

_____

_____

_____

Reimbursement Details

(Cumulative amounts)

1. Architectural and Engineering (attach invoices) $ _____
2. Permitting (attach invoices) $ _____
3. Construction and/or Demolition (attach invoices) $ _____
5. Other (list - must be specified in agreement) $ _____

6.	Total Cumulative to Date	$
7.	Less Retainage (10%) (not required for government entities)	$
8.	Less Previous Disbursements	$
9.	Amount requested for disbursement (line 6 minus line 7 & 8)	$

Requests for Invoices already Paid:
1) Copy of Invoice
2) Proof of Payment

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Hardee County Economic Development Authority
C/O County Manager's Office
412 W. Orange St., Suite 103
Wauchula, FL 33873
P: 863-773-9430; F: 863-773-0958

City Agreement Administrator
Certification of Reimbursement Request

I, _____ ,

(Name of Grantee's City Agreement Administrator Designated in the Agreement)

on behalf of _____ , do hereby certify that:

(Name of Grantee/Recipient)

1. The disbursement amount requested on page 1 of this form is for allowable costs for the project described in the Agreement.
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed, or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation, which are filed in the Grantee's permanent records.
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default on any terms or provisions of the contracts.
4. All funds received to date have been applied toward completing the project.
5. All permits and approvals required for the construction, which is underway, have been obtained.

_____
(Signature of City Agreement Administrator)

_____
(Date)

PROJECT STATUS REPORT

Project NAME: _____ Project Number: _____

PROJECT ELEMENTS	WORK ACCOMPLISHED	% COMPLETED

PROBLEMS ENCOUNTERED/COMMENTS

Period Covered
(Check Appropriate Period)

_____	January through March	:	Due April	15th
_____	April through June	:	Due July	15th
_____	July through September	:	Due October	15th
_____	October through December	:	Due January	15th

County Agreement Administrator: _____
Signature Date

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO THE FLORIDA STATE LEGISLATURE 2026 APPROPRIATED FUNDING FOR THE DEVELOPMENT OF FARR FIELD PARK IMPROVEMENTS PHASE 2; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT BY THE CITY MANAGER; PROVIDING FOR THE READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature annually makes appropriations to local communities to complete capital projects; and,

WHEREAS, the City of Wauchula, Florida was awarded a 2026 legislative appropriation grant in the amount of $3,500,000 for completion of the Farr Field Park Improvements Phase 2 project ("Project"); and,

WHEREAS, the City of Wauchula, Florida, intends to enter into a grant agreement with the Florida Department of Environmental Protection for project financing.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Wauchula, Florida, is authorized to accept a grant to finance the Project.

SECTION 3. The City Manager is hereby designated as the authorized representative to execute the grant agreement and any subsequent amendments which will become a binding obligation in accordance with its terms when signed by both parties.

SECTION 4. The City Manager is authorized to represent the City of Wauchula in carrying out responsibilities under the grant agreement. The City Manager is authorized to delegate responsibility to appropriate staff to carry out technical, financial, and administrative activities associated with the grant agreement.

SECTION 5. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 7. This Resolution shall take effect immediately upon its approval.

On Motion of _____, seconded by _____, adopted by the City Commission of the City of Wauchula, Florida, on this _____ of September 2026.

CITY OF WAUCHULA, FLORIDA

By: _____
Name: Richard Keith Nadaskay, Jr.
Title: Mayor

ATTEST:

_____
Stephanie Camacho, City Clerk

APPROVED AS TO FORM:

_____
Kristie Hatcher-Bolin, City Attorney

RESOLUTION NO. 2026-19

A RESOLUTION OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO THE FLORIDA STATE LEGISLATURE 2026 APPROPRIATED FUNDING FOR THE DEVELOPMENT OF THE COMMUNITY COURT PARK; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT BY THE CITY MANAGER; PROVIDING FOR THE READING OF THIS RESOLUTION BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida State Legislature annually makes appropriations to local communities to complete capital projects; and,

WHEREAS, the City of Wauchula, Florida was awarded a 2026 legislative appropriation grant in the amount of $2,000,000 for completion of the Community Court Park project ("Project"); and,

WHEREAS, the City of Wauchula, Florida, intends to enter into a grant agreement with the Florida Department of Environmental Protection for project financing.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Wauchula, Florida, is authorized to accept a grant to finance the Project.

SECTION 3. The City Manager is hereby designated as the authorized representative to execute the grant agreement and any subsequent amendments which will become a binding obligation in accordance with its terms when signed by both parties.

SECTION 4. The City Manager is authorized to represent the City of Wauchula in carrying out responsibilities under the grant agreement. The City Manager is authorized to delegate responsibility to appropriate staff to carry out technical, financial, and administrative activities associated with the grant agreement.

SECTION 5. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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On Motion of _____, seconded by _____, adopted by the City Commission of the City of Wauchula, Florida, on this _____ of September 2026.

CITY OF WAUCHULA, FLORIDA

By: _____
Name: Richard Keith Nadaskay, Jr.
Title: Mayor

ATTEST:

_____
Stephanie Camacho, City Clerk

APPROVED AS TO FORM:

_____
Kristie Hatcher-Bolin, City Attorney

Contract Updates Summary:

CRA RFP 26-02 – Permanent Outdoor Sound System

- **Contract updated to match insurance requirements noted in the RFP.**
- **Section 13.3 is amended to add the underlined language**:

  13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the CRA's satisfaction through the date of termination. <u>If at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City, and such equipment order[s] cannot be cancelled by VENDOR, City agrees to pay for, and VENDOR agrees to provide the City the equipment included in the non-cancelable order[s]. Similarly, if at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City and is able to cancel such equipment orders, the City agrees to reimburse VENDOR for any applicable cancellation or restocking fees the VENDOR incurs from such cancellation if such fees are documented in writing.</u>
- **Section 2.1.2 has been amended to include the underlined language**:

  2.1.2 Vendor shall submit detailed invoices corresponding to the milestone-based payment schedule, the total of which shall not exceed the agreed upon contract price set forth in Exhibit C to this Agreement (the "Contract Sum"). <u>Vendor will evaluate existing underground conduit and speaker wiring and will use this existing infrastructure (the "Existing Infrastructure") where practical. If Vendor discovers the Existing Infrastructure is damaged or unusable, Vendor shall notify Owner in writing of such damaged or unusable Existing Infrastructure and any resulting additional work Vendor believes is reasonably necessary. Any additional work that Vendor and Owner agree upon in writing to address damaged or unusable Existing Infrastructure will be addressed in a written Change Order, signed by both parties, if required to alter the Contract Sum.</u>
- **Section 21.4 has been removed**. This language was left from the auditorium architect contract used as template and not relevant to this project/agreement.

  21.4 Notwithstanding the preceding provisions of this Section 21, with respect to the VENDOR's provision of architectural design services under the State Grant the CRA entered with the Florida Department of Commerce, VENDOR agrees it will not assign, sublicense, or otherwise transfer its rights, duties, or obligations under Agreement without the prior written consent of the Florida Department of Commerce.
- **Section 23 has been removed**. It is a provision for contracts governed by CCNA and not necessary for this document.

  23.0 <u>Truth-In-Negotiation Certificate</u>

  23.1 Execution of this Agreement by the VENDOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

  23.2 The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside VENDORS. The CRA shall exercise its rights under this "Certificate" within one (1) year following payment.

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this _____ day of _____, 2026, between The Wauchula Community Redevelopment Agency, a dependent special district of the City of Wauchula, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its CRA Board, situated at 107 E. Main Street, Wauchula, Florida 33873, hereinafter referred to as the CRA, and

_____

a _____ corporation, headquartered at

_____

hereinafter referred to as VENDOR, and whose Federal Employer Identification Number is:

_____

WHEREAS, CRA wishes to install a permanent outdoor sound system in and for Historic Downtown Wauchula (the "Project") to support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district; and

WHEREAS, the Project requires certain professional electronic and acoustical services to install, test, program, and train personnel to operate the sound system; and

WHEREAS, CRA has solicited these services in CRA RFP 26-02, included by reference as Exhibit A; and

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

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Scope of Work and Term

1.1 VENDOR shall perform the Services set forth in Exhibit B to this Contract (the "Scope of Work").

1.2 This Agreement shall take effect on the date of its execution by the CRA Director and City Manager.

1.3 The term of this Agreement shall be until October 30, 2026, but may be extended as set forth in Section 1.4 below as necessary to fully complete the Project.

1.4 The CRA shall have the option of extending the Agreement as deemed reasonable and necessary for the completion of the Project.

1.5 The CRA Board must approve any extension of this Agreement.

2.0 Compensation

2.1 General

2.1.1 Payment shall be made in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes, based on a milestone-based payment schedule as follows:

- 25% on execution of contract and CRA approval of system design
- 50% on Substantial Completion (meaning delivery and of all equipment on-site)
- 25% on final system acceptance, delivery of as-built drawings, and completion of staff training

No payment shall be made for uninstalled equipment stored off-site without prior written approval from the CRA.

2.1.2 Vendor shall submit detailed invoices corresponding to the milestone-based payment schedule, the total of which shall not exceed the agreed upon contract price set forth in Exhibit C to this Agreement (the “Contract Sum”). Vendor will evaluate existing underground conduit and speaker wiring and will use this existing infrastructure (the “Existing Infrastructure”) where practical. If Vendor discovers the Existing Infrastructure is damaged or unusable, Vendor shall notify Owner in writing of such damaged or unusable Existing Infrastructure and any resulting additional work Vendor believes is reasonably necessary. Any additional work that Vendor and Owner agree upon in writing to address damaged or unusable Existing Infrastructure will be addressed in a written Change Order, signed by both parties, if required to alter the Contract Sum.

2.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CRA of correct, fully documented, invoice, in form and substance satisfactory to the CRA with all appropriate cost substantiations attached. All invoices shall be delivered to:

Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873

2.1.4 In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the final/last billing to the CRA. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CRA. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Vendor.

2.1.5 Neither the final payment nor any part of the retained percentage shall become due until the VENDOR, if required, delivers to the owner a complete release of all liens arising out of this contract.

3.0 Insurance

3.1 General Provisions

3.1.1 V E N D O R shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverage and amounts of coverage not less than those set forth below, and shall provide the CRA with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CRA to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CRA.

3.1.2 As the CRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be named as an additional insured on all of VENDOR's policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

3.1.3 The VENDOR's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the CRA.

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

3.1.5 The CRA may, at its sole discretion, purchase such insurance at VENDOR's expense provided that the CRA shall have no obligation to do so, and if the CRA shall do so, it shall not relieve VENDOR of its obligation to obtain insurance.

3.1.6 The VENDOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverage.

3.1.7 All VENDOR's sub-contractors shall be required to include the City of Wauchula and VENDOR as additional insured on their General Liability Insurance policies.

3.1.8 In the event that subvendors used by the VENDOR do not have insurance, or do not meet the insurance limits, VENDOR shall indemnify and hold harmless the City of Wauchula for any claim in excess of the subvendors' insurance coverage.

3.1.9 The VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CRA.

3.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

3.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverage:

3.3.1 Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

3.3.2 Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

3.4 Professional Liability Insurance. $500,000.00 for design errors and omissions, exclusive of defense costs. VENDOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CRA. The CRA may require the VENDOR to provide a higher level of coverage for a specific project and time frame.

3.5 Worker's Compensation. VENDOR shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

4.0 Standard of Care

4.1 VENDOR has represented to the CRA that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

4.2 VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

4.3 VENDOR shall, at no additional cost to CRA, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

4.4 The VENDOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

5.0 Indemnification

5.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CRA and VENDOR agree to allocate such liabilities in accordance with this Section.

5.2 Indemnification.

5.2.1 VENDOR, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CRA) protect and hold the CRA and the City, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of VENDOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by VENDOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of VENDOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of VENDOR, its SUB-VENDORS, agents, employees and invitees; provided, however, that VENDOR shall not be obligated to defend or indemnify the CRA and the City with respect to any such claims or damages arising out of the CRA's or the City's negligence.

5.2.2 The CRA's review, comment, or observation of the VENDOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

5.2.3 VENDOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of SUBVENDORS and their employees, and/or for VENDOR's performance of this Agreement and its work product(s).

5.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

6.0 Independent Contractor

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

6.2 The CRA shall have no right to supervise the methods used, but the CRA shall have the right to observe such performance.

6.3 VENDOR shall work closely with the CRA in performing Services under this Agreement.

6.4 The VENDOR shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CRA in any manner.

6.5 VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.0 Authority to Practice

7.1 The VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

8.0 Compliance with Laws

8.1 In performance of the Services, VENDOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

9.0 Subcontracting

9.1 The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

9.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new subcontractor by the CRA. Failure of a subvendor to timely or properly perform its obligations shall not relieve VENDOR of its obligations hereunder.

10.0 Federal and State Taxes

10.1 The CRA, as a dependent special district of the City of Wauchula, is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CRA will provide an exemption certificate to VENDOR. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CRA, nor shall the VENDOR be authorized to use the CRA's Tax Exemption Number in securing such materials.

11.0 Public Entity Crimes and Scrutinized Companies

11.1 Public Entity Crimes. A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;

may not submit proposals on leases of real property to any 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, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. The VENDOR understands and acknowledges that this Agreement with the CRA will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the VENDOR, relating to conviction for a public entity crime. By executing this Agreement, VENDOR certifies it has not been convicted of a public entity crime.

11.2 Scrutinized Companies, Section 287.135, Florida Statutes. VENDOR certifies that by execution of this Agreement, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria, and that the respondent is not participating in a boycott of Israel. Respondent shall immediately notify WCRA if its certification set forth in this paragraph changes at any point during the proposal process or term of any contract. WCRA may terminate any contract if respondent is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

12.0 CRA's Responsibilities

12.1 The CRA shall be responsible for providing access to all CRA project sites, and providing information in the CRA's possession that may reasonably be required by VENDOR, including; existing reports, studies, financial information, and other required data that are available in the files of the CRA.

13.0 Termination of Agreement

13.1 This Agreement may be terminated by the VENDOR upon thirty (30) days prior written notice to the CRA in the event of substantial failure by the CRA to perform in accordance with the terms of the Agreement through no fault of the VENDOR.

13.2 This Agreement may be terminated by the CRA with or without cause immediately upon written notice to the VENDOR.

13.3 Unless the VENDOR is in breach of this Agreement, the VENDOR shall be paid for services rendered to the CRA's satisfaction through the date of termination. If at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City, and such equipment order[s] cannot be cancelled by VENDOR, City agrees to pay for, and VENDOR agrees to provide the City the equipment included in the non-cancelable order[s]. Similarly, if at the time the City provides written notice of termination, VENDOR has already ordered equipment specifically for the City and is able to cancel such

equipment orders, the City agrees to reimburse VENDOR for any applicable cancellation or restocking fees the VENDOR incurs from such cancellation if such fees are documented in writing.

13.4 After receipt of a Termination Notice and except as otherwise directed by the CRA, the VENDOR shall:

13.4.1 Stop work on the date and to the extent specified.

13.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

13.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CRA.

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

13.5 The VENDOR shall be paid for services actually rendered to the date of termination.

14.0 Uncontrollable Forces (Force Majeure)

14.1 Neither the CRA nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

14.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

15.0 Governing Law, Venue, and Waiver of Jury Trial

15.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee

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

15.2 **WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE VENDOR AND THE CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

16.0 Non-Discrimination

16.1 The VENDOR may not discriminate against any of its employees employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, sex, disability, or marital status.

16.2 Compliance with Section 287.134, Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, VENDOR certifies that neither it nor an affiliate have been placed on the discriminatory vendor list.

17.0 Waiver

17.1 A waiver by either the CRA or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.0 Severability

18.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

18.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

18.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

19.0 Entirety of Agreement

19.1 The CRA and the VENDOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

19.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CRA and VENDOR pertaining to the Services, whether written or oral.

19.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

20.0 Modification

20.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both the CRA and VENDOR. Such modifications shall be in the form of a written Amendment executed by both parties.

21.0 Successors and Assigns

21.1 The CRA and VENDOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

21.2 VENDOR shall not assign this Agreement without the express written approval of the CRA by executed amendment.

21.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the CRA Board of Directors by executed amendment.

22.0 Contingent Fees Prohibited

22.1 The VENDOR acknowledges that grant funds provided by the State of Florida cannot be used to pay contingency fees and VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual or firm, other than bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

23.0 Ownership of Documents

23.1 VENDOR shall be required to cooperate with other VENDORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CRA for its use and/or distribution as may be deemed appropriate by the CRA. VENDOR is not liable for any damages, injury or costs associated with the CRA use or distribution of these documents for purposes other than those originally intended by VENDOR.

24.0 Access and Audits

24.1 VENDOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the VENDOR'S place of business.

24.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CRA's cost of recovery shall be the sole expense of the VENDOR, including accounting and legal fees, court costs and administrative expenses.

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

24.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

25.0 Notice

25.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to CRA:
Wauchula Community Redevelopment Agency
107 E. Main Street
Wauchula, FL 33873
Attention: CRA Director

As to VENDOR:

_____

_____

_____

_____

25.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and the CRA.

25.0 Service of Process

As to CRA: Kristie Hatcher-Bolin, City Attorney
G R A Y | R O B I N S O N
One Lake Morton Drive
Lakeland, FL 33801

As to VENDOR:

_____

_____

_____

_____

25.0 Contract Administration

25.1 Services of VENDOR shall be under the general direction of the CRA Director or their successor, who shall act as the CRA's representative during the term of the Agreement.

26.0 Key Personnel

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

27.0. Annual Appropriations

27.1 VENDOR acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CRA's performance and obligation to pay under this agreement is contingent upon annual appropriation.

28.0 SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT AND E-VERIFY REQUIREMENTS

28.1 The CRA shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If VENDOR knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

28.2 Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. VENDOR shall:

28.2.1 Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by VENDOR during the term of the Agreement; and

28.2.2 Expressly require all persons (including subcontractors/subvendors/ subconsultants) assigned by VENDOR to perform work or provide services pursuant to this Agreement to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. VENDOR acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of this Agreement.

By entering this Agreement, VENDOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to VENDOR attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. VENDOR agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and VENDOR may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. VENDOR will also be

liable for any additional costs to the CRA incurred as a result of the termination of this Agreement in accordance with this section.

29.0 Public Records, Proprietary Information, and Trade Secrets.

29.1 The parties acknowledge and agree that the CRA is a public agency subject to Chapter 119, Florida Statutes. To the extent VENDOR is a company acting on behalf of the CRA pursuant to Section 119.0701, Florida Statutes, VENDOR must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, VENDOR agrees to:

29.1.1 Keep and maintain all records that ordinarily and necessarily would be required by the CRA to perform the services under this Agreement.

29.1.2 Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

29.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the VENDOR does not transfer the records to the City.

29.1.4 Upon completion of the services under this Agreement, at no cost, either transfer to the CRA all public records in the VENDOR's possession or keep and maintain public records required by the CRA to perform the services. If the VENDOR transfers all public records to the CRA upon completion of the services, the VENDOR must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the services under this Agreement, the VENDOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA, in a format that is compatible with the information technology systems of the CRA.

29.1.5 IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.

If the VENDOR does not comply with the provisions of this section, the CRA will enforce the Agreement provisions in accordance herewith and may unilaterally

cancel this Agreement in accordance with Florida law.

29.2 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by VENDOR which VENDOR contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the VENDOR at the time of submission to the CRA, will not be subject to public access. However, should a requestor of public records challenge VENDOR's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, VENDOR must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the CRA to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. VENDOR must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, VENDOR is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the CRA's release of the requested records.

30.0 Limitation of Liability.

30.1 In no event, shall the CRA be liable to the VENDOR for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CRA whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
Stephanie Camacho
City Clerk

The CRA, as a dependent special district of the CITY OF WAUCHULA, a municipal corporation, organized & existing under the laws of the State of Florida

By:_____
Stephanie Camacho, City Clerk

By:_____
Jessica Newman, CRA Director

By:_____
Olivia Minshew, City Manager

Date Approved by Commission:_____

Review as to form and legal sufficiency

_____Date_____
Kristie Hatcher-Bolin, CRA Attorney

Attest:

By:_____
Corporate Secretary

_____
[Print Name]

DATE:_____

SEAL

(COMPANY NAME)
a _____ Corporation

By:_____

_____
[Print Name]

_____
[Title]

DATE:_____

EXHIBIT A

CRA RFQ 26-02

REQUEST FOR PROPOSALS

Permanent Outdoor Sound System Design and Installation

Historic Downtown Wauchula, Florida

Issued by:

Wauchula Community Redevelopment Agency

107 E. Main Street | Wauchula, Florida 33873 Phone:
(863) 767-0330

MILESTONE	DATE
RFP Release Date	Tuesday, June 9, 2026
Site Visit (Optional)	Tuesday, June 16, 2026 @ 10:00 AM or 2:00 PM (Heritage Park Pavilion)
Deadline for Written Questions	Wednesday, June 24, 2026 @ 5:00 PM
Responses to Questions Issued	Friday, June 26, 2026 @ Noon
Proposal Submission Deadline	Tuesday, July 7, 2026 @ 2:00 PM
Anticipated Award	Monday, July 13, 2026
Project Completion Deadline	Monday, September 14, 2026

Proposals must be submitted by the deadline above to be considered.

SECTION I — INTRODUCTION AND GENERAL INFORMATION

The Wauchula Community Redevelopment Agency (CRA), hereinafter referred to as "the CRA," is soliciting sealed proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The selected contractor shall deliver a complete, turnkey system that includes system design, equipment supply, installation, acoustic testing, programming, operator training, and all documentation required for long-term operation and maintenance.

The CRA reserves the right to: reject any and all proposals or portions thereof; waive minor irregularities; request clarification of information submitted; negotiate modifications to proposals; and award to the proposer whose offer is determined to be in the best interest of the CRA.

1.1 Point of Contact

All inquiries regarding this RFP shall be submitted in writing to:

Jessica Newman, CRA Director

Wauchula Community Redevelopment Agency

107 E. Main Street, Wauchula, Florida 33873 Email:

jnewman@cityofwauchula.com

Phone: (863) 767-0330

Responses to questions will be issued in the form of an Addendum and posted to:

Questions submitted by other means or directed to anyone other than the CRA Director, will not receive an official response and will not be binding on the CRA.

Prospective respondents shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals with the CRA Board, City Commission, or any employee of the City of Wauchula, other than the CRA Director in writing as specified above. Unauthorized communications initiated by a respondent shall be grounds for disqualifying the offending respondent from consideration for award of the proposal and/or any future proposal. (See Section 7.1)

1.2 Submission of Proposals

Proposals shall be submitted in a sealed envelope or package, clearly marked on the outside:

CRA RFP 26-02 – PERMANENT OUTDOOR SOUND SYSTEM

Sealed proposals must be physically received no later than the date and time specified on the cover page. Submissions may be hand-delivered or sent via courier to:

Wauchula Community Redevelopment Agency

107 E. Main Street

Wauchula, Florida 33873

Electronic submissions will NOT be accepted unless the CRA issues a written addendum authorizing such submissions and specifying the acceptable format and delivery address.

Late proposals will not be accepted or evaluated, regardless of the reason for delay.

The CRA assumes no liability for costs incurred by vendors in preparing or submitting proposals. See

Section V for additional requirements.

1.3 Questions and Addenda

All questions regarding this RFP must be submitted in writing to the Point of Contact listed in Section 1.1 no later than Wednesday, June 24, 2026 @ 5:00 PM..

Verbal questions will not receive an official response. All written questions and the CRA's official responses will be issued as numbered addenda and distributed to all registered proposers. Addenda become part of the RFP and are binding on all proposers.

Proposers are responsible for acknowledging receipt of all addenda in their proposals. The CRA is not responsible for any misunderstanding arising from failure to obtain addenda.

1.4 Site Visit

An optional pre-proposal site visit will be held on Tuesday, June 16, 2206. Two meeting times are offered: 10:00 AM or 2:00 PM on site at the Heritage Park Pavilion, 209 W. Main Street. Attendance is strongly encouraged but not mandatory.

Proposers who attend will have the opportunity to inspect existing equipment, pole-mounting infrastructure, electrical access points, and the proposed expansion areas. The CRA will not schedule individual site visitsbefore or after the scheduled site visit date and times..

1.5 Public Records Notice

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that the Request for Proposals, all proposals submitted to this RFP, and any communications with the City related thereto are in the public domain, constitute public records of the Wauchula Community Redevelopment Agency upon submission, and are subject to disclosure under Chapter 119, Florida Statutes (Florida Public Records Law). Proposers are advised not to include confidential trade secrets or proprietary information in their proposals. If proposers do include confidential trade secrets or proprietary information in their submittals, they are requested to specifically identify such information contained in their submittals that they consider to be trade secrets as defined in section 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to the purported trade secret information (“Confidential Information”). All materials that the Proposer contends qualify for exemption under Chapter 119, Florida Statutes, or other applicable law must be submitted in a separate envelope, clearly identified “EXEMPT FROM PUBLIC DISCLOSURE UNDER CH. 119, FLA. STAT.” with the Proposer’s name marked on the outside. The CRA will NOT accept submissions labeled as exempt from public disclosure in their entirety. The CRA does not guarantee the protection of any information submitted and makes no representation that claimed exemptions will be upheld. The CRA's legal counsel will determine the applicability of any claimed exemption. Proposers acknowledge that the designation of information as exempt under Ch. 119, Florida Statutes, may be challenged in court by any person or entity. By designation of material as exempt from public disclosure, the Proposer agrees to indemnify and defend the City (and its employees, agents, and elected and appointed officials) against all claims and actions (whether or not a lawsuit is actually filed in a court of law) related to the Proposer’s designation of materials as exempt from disclosure, and further agrees to hold the CRA (and its employees, agents, and elected and appointed officials) harmless from any award to a plaintiff for damages, costs, and attorney’s fees incurred by reason of any claim or action related to Respondent’s designation of material as exempt from disclosure.

All proposals received in response to this RFP will become the property of the City and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the CRA.

SECTION II — VENDOR QUALIFICATIONS AND REQUIREMENTS

2.1 Minimum Qualifications

To be eligible for award, proposers must demonstrate that they:

- Hold a valid contractor's license issued by the State of Florida, or are registered to perform the required work under applicable Florida law
- Have a minimum of five (5) years of experience designing and installing outdoor commercial or municipal audio systems
- Have successfully completed at least three (3) comparable outdoor sound system projects within the past five (5) years
- Possess sufficient staffing, equipment, and financial resources to complete the project by Monday, September 14, 2026.
- Are able to provide ongoing maintenance, technical support, and warranty service post-installation
- Are not currently debarred, suspended, or otherwise prohibited from contracting with federal, state, or local government entities

2.2 Insurance Requirements

The selected vendor shall provide the CRA with original certificates of insurance evidencing the following coverage prior to executing a contract and before any work commences. All policies shall be maintained throughout the term of the project. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without prior written permission from the CRA.

The CRA requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the contractor to comply with these insurance provisions, the CRA may, at its option and on notice, suspend the project until there is full compliance.

- Workers' Compensation and Employer's Liability: Statutory benefits as required by Florida law and applicable federal statutes; Employer's Liability minimum $100,000; All States Endorsement — Statutory; Voluntary Compensation — Statutory. Policy shall contain a waiver of subrogation in favor of the City of Wauchula.
- Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, death, and property damage. Coverage shall include: Premises and Operations; Products/Completed Operations; Broad Form contractual liability; Personal Injury (with employment and contractual exclusions deleted); Broad Form Property Damage; Independent Contractors; and Separation of Insureds clause.
- Comprehensive Automobile Liability: $1,000,000 combined single limit per occurrence for bodily injury, death, and property damage, including all owned, hired, and non-owned vehicles.
- Professional Liability (Errors & Omissions): $500,000 per claim, if design services are included in the proposal. The selected contractor shall maintain this coverage for a minimum of two (2) years following project completion.

All policies shall be issued by insurers authorized to do business in the State of Florida with a minimum A.M. Best rating of A / VIII. The Wauchula Community Redevelopment Agency and the City of Wauchula shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies. Workers' Compensation and Professional Liability policies are excluded from the additional insured requirements.

2.3 Licenses and Permits

The selected vendor shall obtain and pay for all permits, licenses, and approvals required for the project, including but not limited to building, electrical, and right-of-way permits.

2.4 Compliance

The selected vendor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and safety standards, including but not limited to:

- National Electrical Code (NEC)
- Florida Building Code
- Americans with Disabilities Act (ADA), where applicable
- OSHA safety standards
- City of Wauchula right-of-way and construction standards

2.5 Conflict of Interest and Non-Collusion

This RFP and awarded contract(s) are subject to Chapter 112, Florida Statutes. All Proposers must disclose with their qualifications the name of any officer, director, or agent who is also an employee of the CRA or the City of Wauchula. Further, all Respondents must disclose the name of any CRA or City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches. Each proposer shall complete and submit the Conflict of Interest Disclosure and Non-Collusion Affidavit included as Exhibit C to this RFP. By submitting a proposal, the proposer certifies that:

- No officer, employee, or agent of the CRA has a financial interest in the proposing firm, and no such person has solicited or accepted any gift, gratuity, or payment in connection with this procurement
- The proposal has been prepared independently and without collusion, consultation, communication, or agreement with any other proposer or potential proposer
- The prices submitted have not been and will not be disclosed to any other proposer prior to the submission deadline

SECTION III — SCOPE OF WORK (EXHIBIT A)

3.1 Project Overview

The CRA seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The existing system includes speakers mounted on decorative light poles along approximately three (3) blocks of Main Street, and two (2) larger speakers at Heritage Park Pavilion. The system has reached the end of its useful life and no longer provides the audio clarity, flexibility, zone control, or expandability required for current and future downtown programming.

The new system shall support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district. It shall be designed with independently controlled audio zones to maximize operational flexibility.

In addition to the base proposal for the existing service area, proposers shall include separate alternate pricing for expansion of the system to approximately three (3) additional blocks of Main Street.

Project completion is required no later than Monday, September 14, 2026.

3.2 Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout Heritage Park and the existing three-block downtown corridor along Main Street
- Replace the aging system with modern, scalable technology with preferably remote access and control capabilities
- Establish independently controlled audio zones with separate volume control and muting per zone
- Support public announcements, background music, festivals, live entertainment, and small performances
- Minimize visual impact within the historic downtown environment
- Utilize equipment designed for permanent outdoor installation in Florida climate conditions
- Provide remote access and user-friendly controls for authorized staff
- Allow future system expansion without full system replacement
- Be reliable, easy to maintain, and adaptable for future programming needs

3.3 Contractor Responsibilities

The selected contractor shall provide all labor, materials, equipment, permitting assistance, design services, installation, testing, and training necessary to deliver a complete and operational outdoor sound system. Responsibilities include, but are not limited to, the following:

3.3.1 Site Assessment

The contractor shall:

- Conduct a thorough site visit to evaluate existing speaker infrastructure, mounting conditions, and system components
- Assess current light pole-mounted speaker locations and structural mounting capabilities
- Evaluate Heritage Park Pavilion speaker infrastructure
- Review electrical availability, panel capacity, and connectivity requirements

- Evaluate sound propagation conditions throughout the downtown and park areas
- Identify infrastructure limitations and recommend necessary upgrades
- Assess future expansion opportunities along Main Street

3.3.2 System Design

The contractor shall develop a comprehensive system design including:

- Speaker placement plans for the existing downtown coverage area, Heritage Park, and proposed expansion areas
- Acoustic coverage modeling to ensure consistent and intelligible sound distribution throughout the coverage area
- Recommended speaker quantities, types, and mounting methods
- Amplification and digital signal processing (DSP) system design
- Zoned audio controls with independent volume management per zone
- Centralized and/or remote system control capabilities accessible to authorized CRA/City staff
- Wired and/or wireless transmission strategy that ensures long-term reliability
- Integration with existing electrical infrastructure where feasible
- Surge protection, lightning protection, and weather protection measures
- Provisions for future system expansion

Designs shall prioritize durability, ease of operation, scalability, minimal visual intrusion, and long-term maintenance accessibility.

3.3.3 Equipment Specifications

All proposed equipment shall:

- Be specifically designed and rated for permanent outdoor installation
- Operate reliably in Florida climate conditions, including extreme heat, high humidity, heavy rainfall, UV exposure, and tropical storm conditions
- Be corrosion-resistant and UV-rated for long-term outdoor exposure
- Carry weatherproof or marine-grade protection ratings (IP55 or better for speaker enclosures)
- Include surge protection and proper grounding in compliance with applicable codes
- Be compatible with future system expansion without full replacement
- Be commercial-grade components from established manufacturers with readily available replacement parts, technical support, and a minimum five (5)-year product availability commitment

Speakers, mounts, brackets, and associated hardware shall be engineered to withstand Florida wind loads and environmental exposure in accordance with the Florida Building Code.

3.3.4 Installation

The contractor shall:

- Supply all equipment, mounts, wiring, conduit, hardware, and accessories necessary for a complete installation
- Remove and properly dispose of all obsolete equipment in accordance with applicable regulations
- Install all components in accordance with approved design plans, applicable codes, and manufacturer specifications

- Coordinate all installation activities to minimize disruption to downtown businesses, vehicular traffic, and public use areas
- Protect existing streetscape infrastructure, decorative lighting, landscaping, and historic elements during installation
- Coordinate with the City of Wauchula and CRA regarding scheduling, right-of-way access, and utility notifications

3.3.5 System Testing and Commissioning

Upon completion of installation, the contractor shall:

- Configure the full system for optimal audio coverage across all zones
- Perform acoustic testing and calibration throughout the coverage area
- Verify proper operation of all zones, control systems, and remote access functions
- Eliminate dead zones, feedback issues, and excessive volume overlap between zones
- Conduct a formal system demonstration for CRA and City representatives prior to final acceptance

3.3.6 Training and Documentation

The contractor shall provide:

- On-site hands-on training for CRA and City staff
- Written operating instructions and a user-friendly operations guide in plain language
- All equipment manuals and manufacturer documentation
- Warranty documentation for all equipment and installation labor
- Recommended preventive maintenance schedule and procedures
- As-built drawings showing all speaker locations, wiring routes, equipment locations, and zone configurations
- Technical support contact information and escalation procedures

3.4 Alternate Pricing — System Expansion

In addition to the base proposal, proposers shall provide a separate line-item alternate price for expansion of the sound system to cover approximately three (3) additional blocks of Main Street beyond the existing three-block coverage area.

The alternate pricing shall include all design, equipment, installation, testing, and training costs associated with the expanded coverage area. The CRA reserves the right to accept or reject the alternate at its sole discretion and is under no obligation to award the expansion as part of this contract.

SECTION IV — WARRANTY AND ONGOING SUPPORT

4.1 Equipment Warranty

All equipment provided under this contract shall carry the manufacturer's standard warranty. At minimum, proposers shall provide:

- Speaker enclosures and drivers: minimum three (3) years manufacturer's warranty against defects in materials and workmanship
- Amplifiers, DSP, and signal processing equipment: minimum three (3) years manufacturer's warranty
- Mounting hardware and brackets: minimum five (5) years against corrosion failure under Florida outdoor conditions

Proposers shall clearly identify in their proposal any equipment whose manufacturer's warranty falls below these minimums and shall propose extended coverage or substitutions to meet these thresholds.

4.2 Installation Labor Warranty

The contractor shall provide a minimum one (1)-year warranty on all installation labor and workmanship. During the warranty period, the contractor shall correct, at no cost to the CRA, any defects resulting from improper installation, incorrect wiring, faulty configuration, or contractor error.

4.3 Post-Installation Support

Proposers shall describe in their proposal the technical support services they are able to offer following project completion, including:

- Response time commitment for warranty service calls
- Availability of ongoing maintenance contracts (optional pricing may be provided)
- Remote diagnostic capabilities, if applicable
- Local technician availability within the State of Florida

The CRA may negotiate a separate ongoing maintenance and support agreement with the selected contractor following project acceptance. Optional annual maintenance pricing is encouraged but not required as part of this proposal.

SECTION V — PROPOSAL REQUIREMENTS AND FORMAT

To ensure uniform review, all proposals must follow the format described in this section. Proposals that do not include the required elements may be deemed non-responsive and disqualified from further consideration.

5.1 Number of Copies

Proposers shall submit one (1) original and three (2) printed copies of the complete proposal. All copies shall be enclosed in a single sealed package.

5.2 Required Proposal Sections

Each proposal shall be organized in the following order with tabbed dividers:

Tab 1 — Cover Letter

A signed cover letter on company letterhead identifying the firm, its primary contact, and a statement of the firm's interest in and qualifications for this project. The cover letter shall be signed by a principal or officer authorized to bind the firm contractually.

Tab 2 — Firm Qualifications

A description of the firm's background, years in business, and relevant experience. Include:

- A list of at least three (3) comparable outdoor sound system projects completed within the past five (5) years, including project name, owner/client, location, project value, and a contact reference for each
- Resumes of key personnel who will be assigned to this project, including the lead designer and project manager
- Proof of valid Florida contractor's license(s) applicable to this work

Tab 3 — Technical Approach and System Design

A detailed narrative describing the proposer's technical approach, including:

- Proposed system design concept and zone layout
- Equipment proposed (manufacturers and model numbers), with specifications and cut sheets
- Acoustic coverage methodology
- Wiring/wireless strategy
- Control system description and user interface
- Surge and weather protection approach
- Plan for minimizing visual impact in the historic district
- Future expandability provisions

Tab 4 — Project Schedule

A proposed project schedule showing key milestones from contract execution through final system acceptance, demonstrating the ability to complete the project by September 14, 2026.

Tab 5 — Cost Proposal

A detailed cost proposal including:

- Base Proposal: itemized costs for design, equipment (listed by item), installation labor, permitting, testing, training, and documentation for the existing three-block coverage area and Heritage Park
- Alternate Proposal: separate itemized pricing for expansion to three (3) additional blocks of Main Street
- Optional Annual Maintenance Contract pricing (if offered)

All prices shall be firm and inclusive of all taxes, fees, and charges. No cost escalation will be accepted after proposal submission.

Tab 6 — Warranty Statement

A written statement identifying the specific warranty terms offered for all equipment and installation labor, clearly indicating how those warranties meet or exceed the minimums specified in Section IV.

Tab 7 — Required Forms

Completed and signed copies of all required forms as listed in Section VII, including:

- Conflict of Interest Disclosure and Non-Collusion Affidavit (Exhibit C)
- Vendor References Form (Exhibit D)
- Certificate(s) of Insurance (or commitment letter from insurer)

SECTION VI — EVALUATION CRITERIA AND AWARD

The CRA will evaluate all responsive, responsible proposals using the weighted scoring criteria below. The award will be made to the proposer whose proposal represents the best overall value to the CRA, which may not be the lowest-cost proposal.

6.1 Scoring Matrix

Evaluation Criterion	Maximum Points
1. Vendor Qualifications and Experience	25
– Relevant project experience (comparable outdoor municipal/commercial systems)	
– Staff qualifications and availability	
– Florida licensure and compliance standing	
2. Technical Approach and System Design	30
– Quality and completeness of proposed system design	
– Equipment specifications and suitability for Florida conditions	
– Zoning flexibility and expandability provisions	
– Acoustic coverage methodology	
3. Project Schedule and Ability to Complete by September 14, 2026	15
4. Cost Proposal (Base Bid)	20
– Evaluated for overall value, not lowest price alone	
5. Warranty and Post-Installation Support	10
TOTAL	100

6.2 Evaluation Process

Proposals will be reviewed in the following sequence:

- Step 1 — Responsiveness Review: Proposals that are incomplete, late, or fail to meet minimum requirements will be deemed non-responsive and will not be evaluated.
- Step 2 — Qualifications Review: Proposals will be reviewed to confirm that the proposer meets all minimum qualifications set forth in Section II.
- Step 3 — Scored Evaluation: A review committee composed of CRA staff and/or designated evaluators will independently score each qualifying proposal using the criteria above.
- Step 4 — Interviews (Optional): The CRA may invite one or more top-ranked proposers to participate in an oral presentation or interview at its discretion. Interview scores, if conducted, will be incorporated into the final ranking.
- Step 5 — Award Recommendation: The CRA will present an award recommendation to the CRA Board for approval.

6.3 Negotiations

The CRA reserves the right to negotiate the scope, price, and terms of a contract with the highest-ranked proposer prior to award. If negotiations are unsuccessful, the CRA may negotiate with the next-highest-ranked proposer.

6.4 Right to Reject

The CRA reserves the right to reject any or all proposals, to waive minor irregularities, to re-solicit proposals, or to abandon the procurement entirely if deemed to be in the public interest.

SECTION VII — GENERAL CONDITIONS AND LEGAL REQUIREMENTS

7.1 Unauthorized Communications

After the issuance of this RFP, prospective proposers shall not contact, communicate with, or discuss any matter relating in any way to this RFP with any member of the CRA Board or any employee of the City of Wauchula, other than the CRA Director in writing as specified in Section 1.1. This prohibition begins upon issuance of this RFP and ends upon execution of the final contract. Unauthorized communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award and/or any future CRA solicitation.

7.2 Contract Form and Negotiations

The selected proposer will be required to execute a written agreement with the Wauchula Community Redevelopment Agency. No contract or agreement is binding until it is reviewed and accepted by the CRA Board and executed by all parties. Contractor purchase orders are not binding on the CRA.

The CRA reserves the right to negotiate for a change in terms of the contract during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the services needed. If the parties are unable to agree on a revised contract, the CRA may seek new proposals and, upon a minimum of ten (10) calendar days written notice, may terminate the unexpired portion of the contract. The CRA shall not be liable for any cost beyond the contract price during the period in which service was actually provided.

If the selected vendor fails to execute an agreement with the CRA within a reasonable time from the award of this RFP, the CRA may cancel the award and negotiate with the next highest-ranked vendor.

7.3 Payment Terms

Payment shall be made in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes. The CRA anticipates a milestone-based payment schedule to be negotiated prior to contract execution. A suggested schedule is as follows:

- 25% upon execution of contract and CRA approval of system design
- 50% upon delivery and installation of all equipment on-site
- 25% upon final system acceptance, delivery of as-built drawings, and completion of staff training

No payment shall be made for uninstalled equipment stored off-site without prior written approval from the CRA.

7.4 Performance and Payment Bonds

For contracts exceeding $200,000, the selected contractor may be required to provide a Performance Bond and a Payment Bond, each equal to 100% of the contract value, executed by a surety company licensed to do business in the State of Florida. The CRA will advise the selected contractor of this requirement prior to contract execution.

7.5 Liquidated Damages

Time is of the essence. If the project has not reached Substantial Completion by September 14, 2026, the contractor may be assessed liquidated damages in the amount of $500 per calendar day for each

day the project remains incomplete beyond that date, which the parties agree represents a fair and reasonable estimate of damages the CRA would suffer from delay.

7.6 Indemnification

To the fullest extent permitted by law, the selected contractor shall indemnify, protect, defend (by counsel reasonably acceptable to the CRA and the City), and hold harmless the CRA, the City of Wauchula, their agents, elected officials, and employees from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, and costs (including attorney's fees through negotiation, litigation, and all appeals) arising out of or resulting from, or claimed to have resulted in whole or in part from:

- The failure of the contractor to comply with applicable laws, rules, or regulations;
- Any actual or alleged act or omission of the contractor, or breach by the contractor of its obligations under the contract;
- Any claim for trademark, patent, or copyright infringement arising out of the contractor's performance;
- The negligent acts, errors or omissions, or intentional or willful misconduct of the contractor, its subcontractors, agents, employees, or invitees; or
- Liens, claims, or actions made by the contractor or any subcontractor or other party performing the work.

The contractor shall not be obligated to defend or indemnify the CRA or the City with respect to claims or damages arising solely out of the CRA's or City's own negligence.

7.7 Subcontracting

The selected contractor shall not subcontract a material portion of the work without prior written approval from the CRA. Any approved subcontractors shall be subject to the same licensing, insurance, and compliance requirements as the prime contractor, including E-Verify registration.

7.8 Governing Law and Venue

This RFP and any resulting agreement shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida, or the United States District Court, Middle District of Florida. The contractor shall comply with all applicable federal, state, and local laws and regulations.

7.9 Public Entity Crimes — Section 287.133(3)(a), Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the convicted vendor list following a conviction for a public entity crime. A person or affiliate on the convicted vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity in excess of the threshold amount in Section 287.017, Florida Statutes, Category Two, for a period of 36 months from the date of placement on the list.

7.10 Discrimination — Section 287.134, Florida Statutes

The proposer certifies, by submission of a signed proposal or execution of a contract, that neither it nor any affiliate has been placed on the discriminatory vendor list. An entity on the discriminatory vendor list may not submit a proposal, be awarded a contract, or transact business with any public entity.

7.11 Scrutinized Companies — Section 287.135, Florida Statutes

The proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel. The proposer shall immediately notify the CRA if its certification changes at any point during the proposal process or term of any contract. The CRA may terminate any contract if the proposer is found to have submitted a false certification or is subsequently placed on any such list.

7.12 E-Verify

Pursuant to Florida law effective January 1, 2021, the selected contractor and all approved subcontractors shall be registered with and use the E-Verify system to verify the work authorization status of all newly hired employees assigned to this project. Proof of E-Verify registration shall be provided to the CRA prior to commencement of work.

7.13 Development Costs

Neither the CRA nor its representatives shall be liable for any expenses incurred by proposers in connection with the preparation of a response to this RFP. Proposers should prepare their

proposals simply and economically, providing a straightforward and concise description of their qualifications and approach.

7.14 Limitations

This RFP does not commit the CRA to award a contract. The CRA reserves the right to: (1) accept or reject any proposals in part or in whole; (2) request additional information from any proposer; (3) limit and determine the actual scope of services to be included in any contract; (4) obtain information for use in evaluating submittals from any source; and (5) reject all submittals and re-solicit or abandon the procurement.



EXHIBIT C — REQUIRED FORMS

Non-Collusion Affidavit and Conflict of Interest Disclosure

State of Florida

County of _____

The undersigned, being duly sworn, deposes and says:

1. I am the _____(title) of _____(firm name), the proposer submitting this proposal.

2. I have full authority to execute this affidavit on behalf of the proposer.

3. The attached proposal has been arrived at by the proposer independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other proposer of the same goods or services designed to limit independent bidding or competition.

4. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer prior to the official opening of the proposals.

5. No officer, employee, or agent of the Wauchula Community Redevelopment Agency or the City of Wauchula has a financial interest in the proposing firm or has received any gift, gratuity, favor, or payment in connection with the preparation or submission of this proposal.

6. I am not aware of any conflict of interest that would prevent the proposing firm from performing the services described in this RFP. If any potential conflict of interest exists, it is described below:

Description of potential conflict (if none, write 'None'):

_____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Phone: _____

Sworn to and subscribed before me this _____day of _____, 20_____.

Notary Public: _____ Commission Expires: _____

(Notary Seal)

Vendor References Form (Exhibit D)

Provide the following information for a minimum of three (3) comparable outdoor sound system projects completed within the past five (5) years. The CRA reserves the right to contact references.

Reference #1

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: $_____

Scope of Work (brief description): _____

_____

_____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #2

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: $_____

Scope of Work (brief description): _____

_____

_____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

Reference #3

Project/Client Name: _____

Project Location: _____

Year Completed: _____ Approximate Contract Value: $_____

Scope of Work (brief description): _____

_____

_____

Reference Contact Name: _____ Title: _____

Phone: _____ Email: _____

EXHIBIT E — RFP RESPONSE FORM

RFP — Design and Installation of a Permanent Outdoor Sound System

Wauchula Community Redevelopment Agency | Historic Downtown Wauchula, Florida

By signing below, I certify on behalf of myself and the firm I represent that:

(A) I have read and fully understand the specifications, conditions, and instructions contained in this Request for Proposals and the following addenda:

Addendum #	Addendum Date	Acknowledged (initials)

(B) I am authorized to execute this form and to bind my firm contractually.

(C) The statements set forth in this proposal as to debarment and suspension, public entity crimes (Section 287.133), discrimination (Section 287.134), and scrutinized companies (Section 287.135) are true and correct.

(D) I understand that the CRA reserves the right to cancel the recommended award of any contract at any time before the execution of said contract by all parties without any liability against the CRA. By submitting this proposal, I expressly waive any claim to damages of any kind in the event the CRA exercises this right.

Company Name: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

Florida Contractor License #: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Base Proposal Total (lump sum): $_____

Alternate Proposal — 3-Block Expansion (lump sum): $_____

Optional Annual Maintenance Contract (if offered): $_____ per year

EXHIBIT B

SCOPE OF SERVICES (from bid packet)

SECTION III — SCOPE OF WORK (EXHIBIT A)

3.1 Project Overview

The CRA seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Historic Downtown Wauchula, Florida.

The existing system includes speakers mounted on decorative light poles along approximately three (3) blocks of Main Street, and two (2) larger speakers at Heritage Park Pavilion. The system has reached the end of its useful life and no longer provides the audio clarity, flexibility, zone control, or expandability required for current and future downtown programming.

The new system shall support downtown events, festivals, live entertainment, community gatherings, seasonal programming, public announcements, and ambient music throughout the downtown district. It shall be designed with independently controlled audio zones to maximize operational flexibility.

In addition to the base proposal for the existing service area, proposers shall include separate alternate pricing for expansion of the system to approximately three (3) additional blocks of Main Street.

Project completion is required no later than Monday, September 14, 2026.

3.2 Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout Heritage Park and the existing three-block downtown corridor along Main Street
- Replace the aging system with modern, scalable technology with preferably remote access and control capabilities
- Establish independently controlled audio zones with separate volume control and muting per zone
- Support public announcements, background music, festivals, live entertainment, and small performances
- Minimize visual impact within the historic downtown environment
- Utilize equipment designed for permanent outdoor installation in Florida climate conditions
- Provide remote access and user-friendly controls for authorized staff
- Allow future system expansion without full system replacement
- Be reliable, easy to maintain, and adaptable for future programming needs

3.3 Contractor Responsibilities

The selected contractor shall provide all labor, materials, equipment, permitting assistance, design services, installation, testing, and training necessary to deliver a complete and operational outdoor sound system. Responsibilities include, but are not limited to, the following:

3.3.1 Site Assessment

The contractor shall:

- Conduct a thorough site visit to evaluate existing speaker infrastructure, mounting conditions, and system components
- Assess current light pole-mounted speaker locations and structural mounting capabilities
- Evaluate Heritage Park Pavilion speaker infrastructure
- Review electrical availability, panel capacity, and connectivity requirements
- Evaluate sound propagation conditions throughout the downtown and park areas
- Identify infrastructure limitations and recommend necessary upgrades
- Assess future expansion opportunities along Main Street

3.3.2 System Design

The contractor shall develop a comprehensive system design including:

- Speaker placement plans for the existing downtown coverage area, Heritage Park, and proposed expansion areas
- Acoustic coverage modeling to ensure consistent and intelligible sound distribution throughout the coverage area
- Recommended speaker quantities, types, and mounting methods
- Amplification and digital signal processing (DSP) system design
- Zoned audio controls with independent volume management per zone
- Centralized and/or remote system control capabilities accessible to authorized CRA/City staff
- Wired and/or wireless transmission strategy that ensures long-term reliability
- Integration with existing electrical infrastructure where feasible
- Surge protection, lightning protection, and weather protection measures
- Provisions for future system expansion

Designs shall prioritize durability, ease of operation, scalability, minimal visual intrusion, and long-term maintenance accessibility.

3.3.3 Equipment Specifications

All proposed equipment shall:

- Be specifically designed and rated for permanent outdoor installation
- Operate reliably in Florida climate conditions, including extreme heat, high humidity, heavy rainfall, UV exposure, and tropical storm conditions
- Be corrosion-resistant and UV-rated for long-term outdoor exposure
- Carry weatherproof or marine-grade protection ratings (IP55 or better for speaker enclosures)
- Include surge protection and proper grounding in compliance with applicable codes
- Be compatible with future system expansion without full replacement
- Be commercial-grade components from established manufacturers with readily available

replacement parts, technical support, and a minimum five (5)-year product availability commitment

Speakers, mounts, brackets, and associated hardware shall be engineered to withstand Florida wind loads and environmental exposure in accordance with the Florida Building Code.

3.3.4 Installation

The contractor shall:

- Supply all equipment, mounts, wiring, conduit, hardware, and accessories necessary for a complete installation
- Remove and properly dispose of all obsolete equipment in accordance with applicable regulations
- Install all components in accordance with approved design plans, applicable codes, and manufacturer specifications
- Coordinate all installation activities to minimize disruption to downtown businesses, vehicular traffic, and public use areas
- Protect existing streetscape infrastructure, decorative lighting, landscaping, and historic elements during installation
- Coordinate with the City of Wauchula and CRA regarding scheduling, right-of-way access, and utility notifications

3.3.5 System Testing and Commissioning

Upon completion of installation, the contractor shall:

- Configure the full system for optimal audio coverage across all zones
- Perform acoustic testing and calibration throughout the coverage area
- Verify proper operation of all zones, control systems, and remote access functions
- Eliminate dead zones, feedback issues, and excessive volume overlap between zones
- Conduct a formal system demonstration for CRA and City representatives prior to final acceptance

3.3.6 Training and Documentation

The contractor shall provide:

- On-site hands-on training for CRA and City staff
- Written operating instructions and a user-friendly operations guide in plain language
- All equipment manuals and manufacturer documentation
- Warranty documentation for all equipment and installation labor
- Recommended preventive maintenance schedule and procedures
- As-built drawings showing all speaker locations, wiring routes, equipment locations, and zone configurations
- Technical support contact information and escalation procedures

3.4 Alternate Pricing — System Expansion

In addition to the base proposal, proposers shall provide a separate line-item alternate price for expansion of the sound system to cover approximately three (3) additional blocks of Main Street

beyond the existing three-block coverage area.

The alternate pricing shall include all design, equipment, installation, testing, and training costs associated with the expanded coverage area. The CRA reserves the right to accept or reject the alternate at its sole discretion and is under no obligation to award the expansion as part of this contract.

EXHIBIT C

Skyline COMMERCIAL SYSTEMS

Cost Proposal

Base Proposal

Description	Amount
System Design & Engineering	$1,900
Equipment (AtlasIED System Components)	$34,500
Installation Labor	$20,500
Speaker Mounting Hardware & Misc. Materials	$2,500
Cabling, Connectors & Consumables	$2,750
Equipment Rack Assembly & DSP Programming	$2,000
Testing & Commissioning	$1,100
Owner Training & Documentation	$800
Permit / Project Administration	$1,500
Base Proposal Total	$67,550.00

Alternate Proposal

Description	Amount
Directional Boring & Underground Conduit	$32,500
Direct-Burial Speaker Cable & Materials	$3,500
Additional Loudspeakers & Mounting Hardware	$10,500
Installation Labor	$9,500
Testing & Commissioning	$2,000
Documentation & Programming	$1,000
Alternate Proposal Total	$59,000.00

Optional Annual Maintenance Cost

Service	Annual Cost
Annual System Inspection	
DSP Backup Verification	
Firmware Updates	
Audio Performance Verification	
Priority Technical Support	
Minor System Adjustments	
Annual Maintenance	$1,495.00 / year

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
CRA RESOLUTION NO: 2026-01

A RESOLUTION OF THE CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; MAKING FINDINGS; AUTHORIZING AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wauchula Community Redevelopment Agency (the "CRA") is a political body and dependent special district established by ordinance pursuant to Part III, Chapter 163, Florida Statutes; and,

WHEREAS, as a dependent special district, the CRA has submitted a budget for the CRA's Fiscal Year beginning October 1, 2026 and ending September 30, 2027, to the City Commission pursuant to section 189.016, Fla. Stat.; and

WHEREAS, the City Commission, acting as the CRA, viewed the projected expenditures for fiscal year 2025/2026 budget; and,

WHEREAS, the budget includes the estimated expenditures necessary to carry out the functions of the CRA for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027; and,

WHEREAS, the budget includes the estimated revenues to be received by the CRA during said period from all sources, including increment revenue and any amounts carried over from prior fiscal years; and,

WHEREAS, the CRA has examined and carefully considered the proposed budget in a duly assembled, properly noticed, public meeting; and,

WHEREAS, having observed all appropriate procedures required by Florida Statutes, the Commission, acting as the Community Redevelopment Agency, deems it necessary, proper, and in the best interest of the public to adopt said budget.

NOW, THEREFORE BE IT RESOLVED BY THE WAUCHULA COMMUNITY REDEVELOPMENT AGENCY FOR THE CITY OF WAUCHULA, FLORIDA:

SECTION 1. The CRA does hereby adopt, confirm and approve the budget attached hereto as Exhibit "A" as the budget for the CRA for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027.

SECTION 2. The governing board of the CRA does hereby find that:

(1) The budget adopted in Section 1 has been prepared in accordance with generally accepted accounting principles; and
(2) The estimated revenues to be received by the CRA during the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 from all sources, including increment revenue and any amounts carried over from prior fiscal years, equals the total of appropriations for expenditures and reserves in the budget during said period; and
(3) The budget, as such budget may be amended from time to time, will govern expenditures of the CRA and no expenditures shall be made nor contracts for expenditures be entered into except in pursuance of budgeted appropriations; and,
(4) The budget is adopted in accordance with Section 189.016, Florida Statutes.

SECTION 3. Any changes to the budget made by the City official responsible for financial issues, other than correction of errors, shall be reported to the City Manager and the CRA Director on at least a quarterly basis. Any amendments to the budget shall be made in accordance with Section 189.016, Florida Statutes.

SECTION 4. This resolution shall take effect immediately upon its adoption by the governing board of the CRA.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City of Wauchula Community Redevelopment Agency on the _____ day of _____, 2026.

ATTEST:

By: _____

Stephanie Camacho, City Clerk

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

By: _____

Richard Keith Nadaskay, Jr., Chair

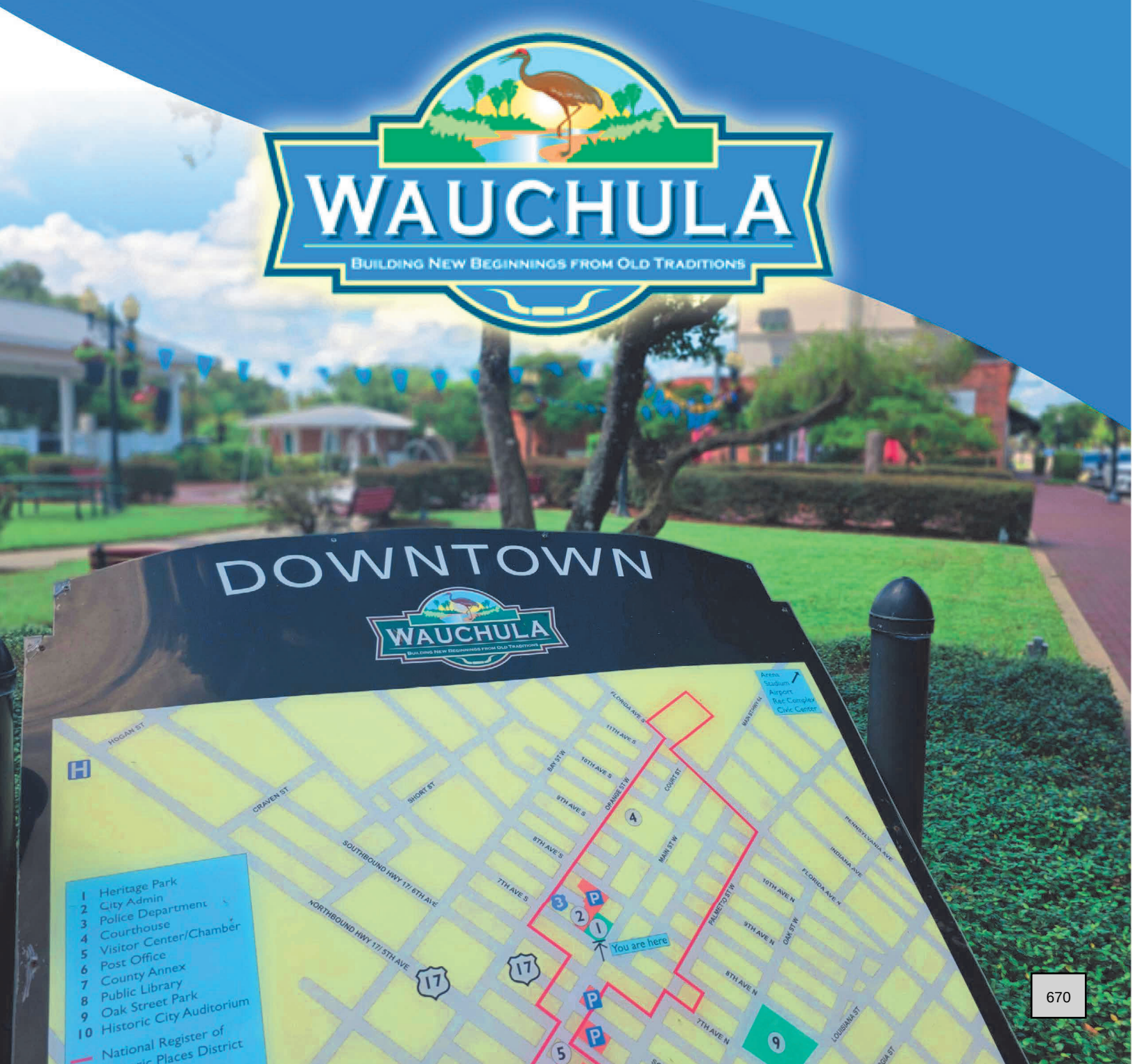
APPROVED AS TO FORM:

By:_____

Kristie Hatcher-Bolin, City Attorney

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

2026 Plan Update



EXECUTIVE SUMMARY

OVERVIEW

The City of Wauchula Community Redevelopment Agency (CRA) retained Kimley-Horn and Associates, Inc. to evaluate and update the adopted 2019 Community Redevelopment Plan. Established in accordance with Chapter 163, Part III, Florida Statutes, the Wauchula CRA has served as a catalyst for community revitalization and redevelopment since its formation in 1997, when the original redevelopment plan was adopted by the CRA Board. The Amended and Updated 2026 Wauchula CRA Master Plan ("2026 Plan") provides a comprehensive framework to guide redevelopment activities, public investments, and community revitalization efforts throughout the CRA. Organized into 12 chapters, the Plan evaluates existing conditions, highlights recent accomplishments, identifies emerging opportunities, and establishes a strategic vision for the continued growth, enhancement, and long-term success of the Wauchula CRA.

CHAPTER 1. INTRODUCTION OVERVIEW

The 2026 Plan builds upon the vision established in the 2019 Plan ("Past Plan"), as well as prior plans and initiatives, and introduces three (3) key elements as part of this update, including:

- Updated Capital Improvements Plan (CIP) and Tax Increment Financing (TIF) projections to reflect current conditions, anticipated revenues, and future investment priorities.
- Identification of catalyst redevelopment opportunities to encourage strategic public and private investments in key sites throughout the CRA.
- Continued investment in neighborhood stabilization programs through CRA initiatives, grant opportunities, housing improvement efforts, and partnerships with local, state and federal programs.

CHAPTER 2. PAST PLANS

The amended and updated CRA Plan represents a recommitment to the vision and progress established by the 2010 Plan. Subsequently, the 2019 Plan articulated a vision for the CRA based on an inventory and analysis of existing conditions within the City and CRA, supported by on-site field investigations and a review of adopted City plans. These investigations evaluated the transportation and pedestrian network, stormwater infrastructure, parking and circulation patterns, building conditions, landscaping, and overall aesthetics. The 2026 Plan builds upon the foundation established by both the 2010 and 2019 Plans by reaffirming their core goals while updating strategies, priorities, and implementation actions to address current conditions, emerging opportunities, and evolving community needs.

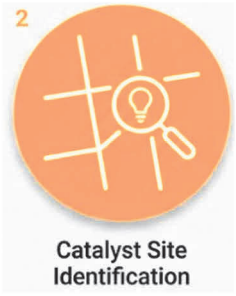
CHAPTER 3. 2026 PLAN UPDATE

The 2026 Plan serves as a strategic update that builds upon Past Plan's efforts while responding to emerging opportunities, market conditions, and community priorities. This update refines the CRA's long-term vision by focusing on reinvestment, enhanced urban design, and strengthened neighborhood resilience. Guided by recent studies, stakeholder input, and evolving redevelopment goals, the 2026 Plan outlines a series of targeted initiatives designed to catalyze economic activity, improve the public realm, and ensure sustainable, community-driven growth. The following key components reflect the core elements of the 2026 Plan update.

The 2026 Plan introduces a forward-looking framework that emphasizes targeted redevelopment, neighborhood stabilization, and urban design elements. Key elements of the update include:



Capital Improvements Plan (CIP) and Tax Increment Financing (TIF) projections: Updated infrastructure investment priorities and funding projections will support redevelopment objectives throughout the CRA.



Catalyst Site Identification: Strategic catalyst sites have been identified through this Plan (Ch. as well as plans prepared by CRA partners to encourage investment, improve connectivity, and support a mix of uses throughout the CRA.



CRA Grant Program: Continued investment in neighborhood stabilization remains a core priority. The CRA grant program will be expanded to support housing rehabilitation, façade improvements, and other initiatives that strengthen residential areas and promote long-term community resilience.

CHAPTER 4. CRA GOALS

CRA goals are presented, providing broad-based goals serving as a guide for capital improvements and programming of projects. Goals are categorized into four categories, including land use, economic development, transportation and mobility, and cultural and recreational resources.

CHAPTER 5. CRA PROGRAMS/PARTNERS

Programs and partners of the CRA are identified, including Main Street Wauchula Inc. (MSW) and the Industrial Development Authority (IDA, aka The Development Group (TDG)). Commercial revitalization grants, development incentives, and other programs that support redevelopment within the CRA are detailed.

CHAPTER 6. TIF PROJECTIONS

Tax Increment Financing (TIF) provides the primary source of funding for the CRA and is detailed throughout the chapter. TIF funds are generated from the observed increase in property values for those properties located within the CRA; TIF funds are received from both the City of Wauchula and Hardee County. An overview of TIF fundamentals and a taxable value and revenue projection is provided for the term of the CRA.

CHAPTER 7. CAPITAL IMPROVEMENTS PROGRAM (CIP)

The CIP provides the CRA and City with guidance for future projects and development within the City as a whole. As the CRA budget and capital improvements planning are incorporated into the City's budgeting process, projects within the CRA are identified in the City's Five-Year Schedule of Capital Improvements. The Five-Year Schedule of Capital Improvements provides project names, schedules of work, and their consistency with the vision presented in this Community Redevelopment Plan.

CHAPTER 8. CATALYST SITES

A catalyst site is typically an underutilized or strategically located area with the potential to drive economic, social, or physical transformation within its surroundings. This chapter identifies potential catalyst sites along with conceptual designs developed in collaboration with the City and CRA. Site selection was guided by factors such as ownership, proximity to downtown, development feasibility, and alignment with community priorities.

CHAPTER 9. BONDING

This chapter explores the potential use of bonding as a financing tool to accelerate implementation of major CRA projects and capital improvements. Bonding may provide flexibility to advance high-priority initiatives sooner than would otherwise be possible through annual funding alone, allowing the CRA to respond to redevelopment opportunities and community needs in a more timely manner.

CHAPTER 10. NEIGHBORHOOD IMPACT & AFFORDABLE HOUSING

Building upon the vision established in the 2010 and 2019 Plans, neighborhood impact and affordable housing is discussed in this chapter, detailing recent successes in the development of housing stock in downtown Wauchula and new parks and recreation advancements. These add to the quality of life of the community and will act as economic drivers.

CHAPTER 11. CRA GRANT PROGRAM

The chapter includes a summary of various grant and funding opportunities available, grouped by relevance to the CRA. The amounts vary across the state and federal grants identified.

CHAPTER 12. OVERVIEW, SUMMARY, AND RECOMMENDATIONS

This chapter provides a summary of the 2026 Plan and its recommendations. Building upon the vision established in the 2019 Plan, the CRA will continue to support housing redevelopment, economic development, transportation and mobility improvements, and investment in parks and recreational resources that enhance quality of life and community vitality.

1. INTRODUCTION

BACKGROUND AND OVERVIEW

The Wauchula Community Redevelopment Agency (CRA) was established in 1997, with the goal of transforming and revitalizing the city. The CRA's mission involves guiding sustainable development, enhancing the city's aesthetic appeal, stimulating economic growth, and improving the quality of life for Wauchula's residents.

The CRA's first plan was adopted in 1997, with updates in 2010 and 2019. The City of Wauchula Community Redevelopment Agency (CRA) contracted Kimley-Horn and Associates, Inc. to provide a review and update of the adopted 2010 CRA Plan. The latest plan, adopted in September 2019, focuses on five key elements: (1) an updated CIP with TIF projections, (2) the development of parks and recreation plans, (3) the extension of the CRA's term to 2057, (4) advancements in affordable and workforce housing, and (5) further economic development initiatives. This plan outlines a comprehensive approach to redevelopment aimed at creating a unified, inclusive, and economically vibrant community. It includes detailed market analysis, neighborhood impact assessments, and community outreach efforts to ensure that the redevelopment initiatives align with community needs and aspirations.

The plan included a detailed analysis of the city's existing conditions and a segmentation of the CRA into four distinct geographic areas for targeted improvements. These areas were identified as Downtown Core, North CRA, South CRA, and East CRA/Peace River, each with specific strengths, challenges, and opportunities. The plan emphasized infrastructure improvements, aesthetic enhancements, housing development, economic development, and the promotion of local businesses.

The 2026 Plan will incorporate the key findings and initiatives established in the previous plans as well as the related studies that the County, City of Wauchula, Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT) have completed in recent years.

HISTORICAL REFERENCE

The City of Wauchula CRA contains over 1,579.6 acres covering 79% of the City of Wauchula and encompasses approximately 1,690 parcels within the limits of the City of Wauchula. The CRA's initial time frame and boundary were established in 1997 as part of the initial CRA Master Plan adoption and implementation. The boundary was expanded in 2010, adding sixteen additional properties and extending its term five years terminating in 2027. This was extended again in 2019, to incorporate a sunset date of 2057.

Since the CRA was created prior to July 1, 2006, it predates requirements set forth in Chapter 163.340, F.S. limiting a CRA to no more than 80% of a community. If an expansion was desired however, an updated Finding of Necessity (FON) would be required. The statutes provide that prior to exercising the benefits created by the community redevelopment authority, the City must adopt a resolution supported by data and analysis that establishes ability for the City Commission to find that the conditions in the targeted area(s) meet established criteria found in Florida Statutes.

COMMUNITY BACKGROUND

Wauchula was incorporated in 1902 along the Florida Southern railroad, north of old Fort Hartsuff. Wauchula, the county seat of Hardee County. The community initially grew up around Fort Hartsuff, one of the many military forts during the Seminole Wars. The town was an economic and social center in rural central Florida in the early settlement days.

The Florida Southern Railway named Wauchula in 1886 when it extended its route and set up a depot. The name was derived from the Miccosoukee Indian word Wa-tu-la-ha-kee, meaning "call of the sand hill crane". Banks and stores opened quickly, and like many railroad towns along the Peace River, Wauchula benefited from the phosphate boom, the endless citrus groves, and the roving cattle.

Banks, general stores, and other businesses swiftly opened, transforming the town into a vibrant rural center. Today, Wauchula is known for its natural attractions, laid back lifestyle, and enduring small-town charm, offering a small glimpse into Florida's rich frontier past while serving an important role in the state's agricultural backbone.



Today, Wauchula retains much of its historic character, particularly within the Downtown Core, which is designated as the Historic Downtown Commercial (HC1) District. The Downtown Wauchula Historic District is listed on the National Register of Historic Places and includes a concentration of historic buildings that reflect the City's architectural and cultural heritage. The H-C zoning district is intended to foster pedestrian oriented, mixed-use development that preserves the City's historic structures while accommodating compatible commercial and residential uses, an approach the CRA has consistently advanced through its programming, funding initiatives, and the goals of this Plan.



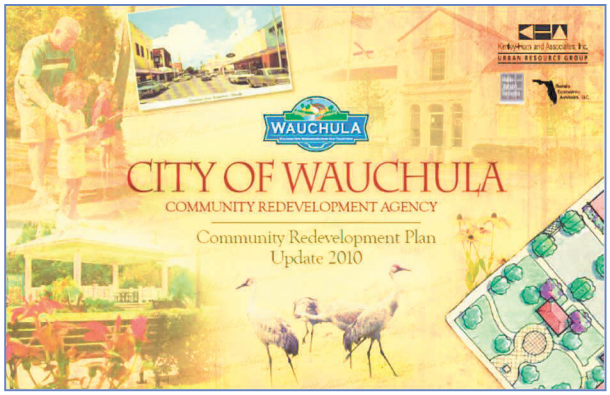
The CRA includes 1,690 parcels encompassing nearly the entirety of the City. Appendix 1 includes the City's current Zoning Map and the City's current Future Land Use Map. Those maps highlight the concentration of development in the downtown core as well as the broader distribution of land use and zoning throughout the CRA.

2. PAST PLANS

2010 PLAN REFERENCE

2026 Plan Update Note: The following planning areas and observations were originally identified in the 2010 CRA Master Plan. While significant progress has been made since that time, many of the opportunities and challenges identified in the 2010 Plan remain relevant today. The CRA has actively invested in projects and programs throughout the community to address these needs and advance redevelopment objectives. The 2010 Plan was intended to establish a long-term framework for revitalization, recognizing that implementation would occur over multiple planning horizons and funding cycles. The 2026 Plan builds upon this foundation by evaluating past accomplishments, recognizing continued needs, and refining priorities to guide future redevelopment efforts. Where key items are carried through to the 2026 Plan, the items have been underlined for ease of reference.

The CRA was originally established in 1997 and included at that time 75% of the City's boundary area. The City has grown since then through annexations and expanded City limits, and the boundary of the CRA has changed slightly since its original inception. The 2010 Plan researched small expansions of the CRA boundaries based upon the analysis of a required Finding of Necessity (FON). The CRA boundary was then expanded by 16 properties, bringing the percentage of the city which falls within CRA boundaries at 79% (below the 80% maximum threshold per F.S). The term of the CRA was also extended from the original 25 years to 30 years.



The 2010 Plan divided the CRA into four distinct geographic areas to allow for more targeted use of CRA funds for projects and improvements. The four areas included:

1. Downtown Core. Centered along Main Street, the Downtown Core was recognized for its historic character, mixed uses, traditional street network, and pedestrian-friendly design, but faced challenges such as vacant storefronts, limited leasable space for small businesses, and inadequate signage.

Key redevelopment prospects included the Coker Fuel Building, enhanced wayfinding signage, and expanded pedestrian and multimodal connections along Orange Street, 8th Avenue, and Palmetto Street.

2. North CRA. The North CRA is a primarily residential district located north of Oak Street, extending to the northern CRA boundary and including areas east and west of US 17. It features a mix of established neighborhoods and vacant or agricultural land, particularly in the northeast and northwest quadrants. The area benefits from a mature tree canopy, Oak Street Park, and proximity to downtown, but faces challenges such as limited pedestrian infrastructure, industrial-residential adjacency, minimal buffering, and aging building facades and signage.

   While the North CRA offers natural assets and park space, it struggles with inadequate sidewalks, industrial encroachment, and visual blight from unscreened uses and deteriorating facades. Strategic improvements include sidewalk upgrades along Florida Avenue and Townsend Street, development of vacant land for infill housing, and the addition of neighborhood parks and gateway features to enhance community identity.

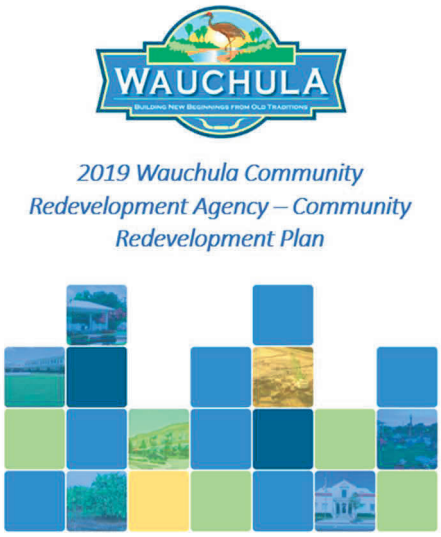
3. South CRA. The South CRA is the second main residential area of the City and includes properties south of Bay Street to approximately Stenstrom Road. Includes some properties east and west of US 17. This district features a mix of residential and non-residential uses, including medical facilities and multiple parks and recreation areas. Despite these assets, the South CRA faces several challenges, such as a lack of pedestrian infrastructure, an overconcentration of strip commercial development, deteriorating housing conditions, and concerns related to crime.

   While the South CRA benefitted from medical and recreational amenities, it struggled with poor pedestrian connectivity, aging housing stock, and a prevalence of strip commercial development that detracts from neighborhood cohesion. Key improvements include sidewalk upgrades

4. East CRA/ Peace River. The area is characterized by its abundance of publicly owned land and recreational assets, with potential for future redevelopment. However, it faces challenges such as incomplete sidewalk networks, lack of utilities east of the Peace River, and insufficient screening around public works facilities.

All four of these areas were further identified and researched, including specific information regarding the location and condition of existing sidewalks, stormwater management, and water and wastewater infrastructure.

2019 PLAN OVERVIEW



The 2019 Plan presented a vision for the CRA that was developed with consideration and analysis of existing conditions within the City and CRA, and review of adopted City Plans. Building on previous plans and shaped by community input, the Plan outlines a comprehensive strategy to foster a unified, inclusive, and economically vibrant Wauchula. It is grounded in a detailed analysis of existing conditions, market trends, and stakeholder priorities, and divides the CRA into four distinct geographic areas to enable more targeted investment. Key elements of the 2019 Plan include:

- An updated Capital Improvements Plan (CIP) and Tax Increment Financing (TIF) projections to guide future investments.
- The development of parks and recreation plans to enhance quality of life and community identity.
- Extension of the CRA's term from 2027 to 2057, ensuring long-term redevelopment efforts.
- Advancements in affordable and workforce housing, including new mixed-use developments and rehabilitation projects.
- Economic development initiatives, such as façade grants, business incentives, and partnerships with Main Street Wauchula, Inc.

Major accomplishments include brownfield redevelopment, parks improvements, entryway signage and wayfinding, and ongoing neighborhood stabilization through grant programs. The 2019 Plan emphasized responsible development, adaptive reuse, infrastructure upgrades, and the creation of vibrant public spaces. It also prioritized community engagement, market analysis, and the alignment of redevelopment activities with the city's comprehensive plan and state statutes. These efforts laid the groundwork for continued progress and set the stage for the 2026 Plan update.

3. 2026 PLAN UPDATE

INTRODUCTION

The Amended and Updated 2026 Wauchula CRA Plan was developed in partnership with the City of Wauchula and the Community Redevelopment Agency to align with the City's Comprehensive Plan and ensure compliance with Florida Statutes §163.360, §163.362, and other applicable regulations. The 2026 Plan serves as an implementation-level document that translates the goals, objectives, and policies of the Comprehensive Plan into targeted redevelopment strategies by directing public investment and revitalization efforts to priority areas within the CRA. Consistent with statutory requirements, the Plan documents existing conditions, establishes redevelopment objectives, and outlines focused strategies to stimulate reinvestment, improve infrastructure and public facilities, expand economic opportunity, and support compatible land use patterns. Through this update, the CRA Plan reinforces the City's long-range vision for downtown revitalization, economic development, and sustainable growth while providing a coordinated framework for capital improvements and redevelopment actions within the CRA.

Building upon the foundation established in the 2019 CRA Master Plan, the 2026 Plan Update includes three key updated elements:

1. Updated Tax Increment Financing (TIF) projections and an updated Capital Improvements Plan (CIP);
2. Identification of potential redevelopment and catalyst opportunities; and
3. Continued investment in neighborhood stabilization through CRA, state, and federally funded grant programs.

The Plan establishes a targeted, long-range framework to guide investment, redevelopment, and policy. Evolving alongside community priorities and updated in accordance with Chapter 163, Florida Statutes, the updated Plan addresses ongoing needs, remedies substandard conditions, and strengthens partner collaborations to advance strategic redevelopment and neighborhood-scale reinvestment. This Plan includes economic analysis, analysis of current and projected funding through TIF, redevelopment initiatives and programs including a CIP, and goals for the CRA. To ensure the Plan remains responsive to changing conditions and community priorities, it should be reviewed annually and updated as needed. More comprehensive evaluations and updates are recommended every five to seven years, or when significant economic, market, demographic, or redevelopment conditions warrant reassessment.

The Plan identifies targeted projects and strategies that support the CRA's redevelopment objectives and statutory purpose. Equally important, the Plan reflects a community-driven vision that has been informed by stakeholder input, public investment priorities, and ongoing redevelopment efforts occurring throughout the City.

Development of the 2026 Plan included a review of numerous adopted plans, studies, and policy documents, including the City of Wauchula Comprehensive Plan, Land Development Regulations, City of Wauchula most recent Capital Improvements Program, limited CRA Market Assessment and socio-economic analysis (prepared by Kimley-Horn), Downtown Wauchula Market Study & Vision Plan (commissioned by others in partnership with the City), Parks Master Plan, and other relevant planning initiatives. These documents provided the foundation for identifying redevelopment opportunities, establishing priorities, and ensuring consistency with the City's long-term vision.

Additionally, the 2026 Plan includes baseline socio-economic and demographic data for the City as a whole prepared by Jessica Rossi, AICP (Kimley-Horn). Overall, the City has experienced a slight population decline since 2010, with an average annual population change of approximately -0.5 percent; see also Socio-Economic and Demographic Data for a snapshot below. As illustrated below, the City of Wauchula has experienced little to no population growth as a whole and has experienced some level of downward shift in population since 2010. Residents of the CRA tend to be younger than the County as a whole and also has a slightly larger persons per household size than the County. When compared to Hardee County, the CRA experiences a lower median age of approximately 32 years old as compared to 37 in the County. These numbers tend to reflect a younger population as compared to other communities in this portion of the State. This may also be attributed to a growing active adult/retiree population locating to the County. The CRA also has a higher rate of owner-occupied housing at 52.4%, indicating more established residential trends and less dependency on rental properties.

SOCIO-ECONOMIC AND DEMOGRAPHIC DATA

DEMOGRAPHIC COMPARISON

Wauchula CRA	4,861 2025 ESTIMATED POPULATION	32.2 MEDIAN AGE	46.1% RESIDENTS AGED 25-64 (PRIME WORKING YEARS)	82.8 DIVERSITY INDEX
	-0.50% ANNUAL GROWTH RATE SINCE 2010	52.4% % OWNER HOUSEHOLDS	2.88 AVG. HH SIZE	14.4% % ADULTS WITH BACHELOR'S DEGREE+
Hardee County	25,184 2025 ESTIMATED POPULATION	37.7 MEDIAN AGE	49.2% RESIDENTS AGED 25-64 (PRIME WORKING YEARS)	80.5 DIVERSITY INDEX
	-0.60% ANNUAL GROWTH RATE SINCE 2010	38.9% % OWNER HOUSEHOLDS	2.78 AVG. HH SIZE	13.9% % ADULTS WITH BACHELOR'S DEGREE+

ECONOMIC COMPARISON

Wauchula CRA	339 BUSINESSES	21.6% LARGEST SECTOR: GOVERNMENT	31.7% WHITE COLLAR OCCUPATION	57.9% HH EARNING LESS THAN $50K ANNUALLY
	2,647 JOBS	54.5 EMPLOYEE/ POPULATION RATIO	$36,272 MEDIAN HH INCOME	4.6% UNEMPLOYMENT RATE
Hardee County	754 BUSINESSES	19.9% LARGEST SECTOR: GOVERNMENT	42.4% WHITE COLLAR OCCUPATION	42.5% HH EARNING LESS THAN $50K ANNUALLY
	6,934 JOBS	27.5 EMPLOYEE/ POPULATION RATIO	$59,071 MEDIAN HH INCOME	5.9% UNEMPLOYMENT RATE

HOUSING COMPARISON

Wauchula CRA	1,859 HOUSING UNITS	$104,514 MEDIAN HOME VALUE	5.8% HOMES VALUED OVER $400,000	40.1% RENTER OCCUPIED HOUSING UNITS
	1979 MEDIAN YEAR BUILT	20.2% HOMES BUILT AFTER 2000	59.2% % OF SINGLE-FAMILY HOUSING UNITS	34.0% % OF MULTI-FAMILY HOUSING
Hardee County	10,183 HOUSING UNITS	$129,400 MEDIAN HOME VALUE	8.7% HOMES VALUED OVER $400,000	23.8% RENTER OCCUPIED HOUSING UNITS
	1985 MEDIAN YEAR BUILT	25.0% HOMES BUILT AFTER 2000	60.2% % OF SINGLE-FAMILY HOUSING UNITS	10.5% % OF MULTI-FAMILY HOUSING

RECENT ACCOMPLISHMENTS

The CRA has experienced a period of significant investment and implementation both public and private, resulting in the completion of several transformative projects and programs throughout the redevelopment area. During this time, the CRA continued to advance the vision established in the 2019 Community Redevelopment Plan while furthering the objectives of community redevelopment as outlined in Chapter 163, Part III, Florida Statutes. These efforts including those undertaken by the CRA's partners including the IDA/TDG were achieved through the efforts and contributions of the City, CRA, MSW, IDA, other public agencies, nonprofit organizations, and private sector investment.

Building upon a foundation of prior successes, the CRA has continued to make strategic investments that enhance economic development, transportation, community character, and quality of life. These efforts have complemented and expanded upon earlier initiatives, including the Town Center Parking Lot, downtown wayfinding and gateway signage improvements along U.S. 17, Heritage Park enhancements and associated parking improvements, and the successful public-private redevelopment of the former Coker Fuel Building. Collectively, these investments have strengthened the CRA and the City of Wauchula, improved public infrastructure, and positioned the community for continued revitalization and long-term economic growth. The following are specific accomplishments that have occurred as part of the CRA's enhanced planning and implementation programs established in the 2009 and subsequent Plans.





HISTORIC AUDITORIUM RENOVATIONS

The Wauchula CRA has long prioritized the revitalization of the City's historic City Hall auditorium, first identified as a catalyst project in the 2010 CRA Master Plan. This priority continued in the 2019 Master Plan Update under Cultural & Recreational Resources, which emphasized partnering with local organizations to bring cultural programming and activities back into the historic auditorium.

Over the years, incremental improvements supported efforts to restore this once-thriving theater. Significant momentum occurred in 2022 when the CRA received a $300,000 contribution from Mosaic, followed by the award of a Historic Preservation Grant later that same year.

Using the Mosaic funding, the CRA issued an RFP for the installation of a modern audio/visual system, including a new movie projector and screen, speakers, monitors, a sound board, and stage lighting. These upgrades were intended to enhance performances, reactivate a theater group, attract visiting performers, and elevate the quality of film and event programming. Work on the A/V system started in June 2023 and was complete in April of 2024.



The Historic Preservation Grant, awarded in July 2022, supported additional structural and accessibility improvements. These included renovation of the auditorium ceiling, refurbishment of the historic windows, and the creation of both front- and rear-stage accessibility, including improvements to backstage restrooms and dressing rooms. Construction for these components was completed in 2026.





Together, these investments represented major steps toward restoring the historic auditorium as a cultural anchor for downtown Wauchula and a vital community gathering space.

COKER FUEL

The Coker Fuel property (often designated as a key Catalyst Site or targeted redevelopment parcel in downtown) was identified for adaptive reuse and environmental remediation to eliminate blighting influences and activate industrial/ commercial corridors. Given its historic industrial/fuel distribution use, the plan highlights the site as a priority for Brownfield assessment, environmental testing, and cleanup funding to prepare the parcel for safe re-use. The property was targeted in part due to its strategic location near the core district and was acquired providing an opportunity aimed at spurring private investment, transforming a former light-industrial eyesore into an active community asset (such as commercial, light industrial/maker space, or mixed-use redevelopment). Redevelopment of this property also served as a vital component of the Main Street visual corridor enhancement, improving edge conditions between industrial zones and the surrounding commercial/downtown district while strengthening connectivity to key transport links.

Public-Private Partnership Focus: The plan framework positioned the site for CRA incentive deployment (e.g., facade/site improvement grants, infrastructure assistance) to attract private developers capable of revitalizing the footprint.

PARKING LOT IMPROVEMENTS



Parking has remained a consistent focus of both the CRA and the City since adoption of the 2010 CRA Plan. Overall, walkability and proximity to parking are generally considered acceptable, with most downtown parking areas located within a short and convenient walking distance of businesses. However, the Market Study identified concerns specific to on-street parking along Main Street, noting that the placement of concrete planters creates both physical and visual barriers that discourage use of these spaces due to concerns about potential vehicle damage. A key recommendation carried forward into this Master Plan is to pursue a "refresh" of the Main Street corridor, including evaluating opportunities to redesign or remove the existing concrete barriers to improve functionality, visibility, and overall downtown usability.

As noted in the Market Study, the City initiated a milling and resurfacing project along East Main Street (SR 636) to address pavement conditions and enhance the downtown streetscape. In addition, the Wauchula Community Redevelopment Agency completed parking improvements at the intersection of US-17 and Main Street, including construction of approximately 34,000 square feet of asphalt parking area along with associated lighting and landscaping enhancements.

In 2021, the City of Wauchula entered into an agreement with the Industrial Development Authority (IDA) for the conveyance of IDA-owned property along Highway 17 North, just north of Main Street. Under the agreement, the CRA committed to developing a public parking lot on the site, with one-third of the spaces reserved for IDA use. As part of this partnership, the City and IDA jointly submitted a Job Creation Grant application to the Florida Department of Economic Opportunity based on employment generated by R. Riveter, which was awarded in 2021. Construction began in September 2023 and resulted in 66 additional downtown parking spaces, supplemented with enhanced lighting and landscaping.





Collectively, the CRA's ongoing Parking Lot Enhancement Projects support the long-term Transportation and Mobility goals of the 2019 CRA Master Plan Update, which call for continued monitoring of downtown parking conditions and evaluation of parking capacity, facility design, placement, signage, accessibility, and overall functionality. These improvements support the CRA's ongoing planning efforts to ensure parking resources remain convenient, well designed, and supportive of redevelopment activity within the downtown area. These investments represent critical infrastructure improvements that enhance accessibility, support business activity, and improve the overall functionality and economic vitality of downtown Wauchula.

DOWNTOWN MARKET STUDY & VISION PLAN

In 2025, Wauchula completed a Downtown Market Study & Vision Plan to guide the revitalization of its historic downtown. The study was funded through a grant from the Florida Heartland Economic Region of Opportunity (FHERO) awarded to The Development Group and was spearheaded by Main Street Wauchula. The City, Hardee County, FHERO, and other community partners participated in the planning process and helped shape the resulting vision and recommendations. This initiative brought together Main Street Wauchula, the City, Hardee County, The Development Group, and FHERO to create a practical, action-oriented strategy for economic growth and community development.



The planning process was rooted in extensive community engagement, including surveys, stakeholder interviews, and roundtable discussions. Residents and business owners expressed strong pride in downtown's character and history, but also highlighted challenges such as vacant buildings, inconsistent business hours, and the need for more retail and dining options. The study's market analysis confirmed significant unmet demand in categories like restaurants, specialty food and beverage, apparel, and wellness-oriented retail, with over $87 million in annual retail leakage identified within the local trade area.

Physical improvements in recent years such as streetscape upgrades, parking enhancements, and public amenities—have laid a solid foundation for further investment. However, the study also identified ongoing challenges, including code compliance issues, visual clutter, and pedestrian safety concerns, particularly along Highway 17. Recommendations were made to refine land development codes, encourage adaptive reuse of historic buildings, and streamline approval processes to make downtown more attractive for new businesses and investors.

The Downtown Market Study & Vision Plan identified several key sites in Wauchula's historic core that offer significant potential for redevelopment and economic growth. Among these, the plan highlights opportunities for the adaptive reuse of 217 East Main Street for residential and educational purposes and the transformation of 121-125 West Main Street into a micro-retail emporium. Additional concepts include activating vacant buildings for new restaurants, mixed-use housing and office space, and establishing a brewery or maker hall to serve as a destination for both locals and visitors. These sites were selected for their strategic locations, existing infrastructure, and ability to catalyze further investment and activity downtown. Each development concept is designed to address specific community needs and market opportunities, such as increasing foot traffic, expanding dining and retail options, and providing new housing and business spaces. The plan emphasizes a mix of uses, hospitality, retail, residential, and entertainment to create a vibrant, walkable downtown environment. By focusing on these target sites and supporting them with incentives, streamlined approvals, and public-private partnerships, Wauchula is positioned to attract new investment, foster entrepreneurship, and enhance the overall quality of life for residents and visitors alike.

This Plan also pinpointed several key sites for redevelopment, including a proposed downtown hotel, new residential and educational uses, micro-retail spaces, and a brewery or maker hall. These projects are designed to catalyze additional investment and create a more vibrant, walkable downtown. To bridge the gap between large-scale projects and everyday

improvements, the plan also emphasized tactical interventions such as enhanced crosswalks, public art, facade grants, and creative uses for vacant storefronts. These strategies aim to boost downtown's appeal, support small businesses, and build confidence among investors and the community.

The completion of the Downtown Market Study & Vision Plan marked a significant milestone in Wauchula's ongoing revitalization efforts. Through robust community engagement, detailed market analysis, and strategic partnerships, the city now has a clear, actionable roadmap for strengthening its downtown core. The plan identifies both immediate opportunities and long-term strategies to attract investment, support local businesses, and enhance the quality of life for residents and visitors. By focusing on targeted redevelopment sites, improving the physical environment, and leveraging incentives, Wauchula is well-positioned to build on its recent successes and continue transforming downtown into a vibrant, welcoming destination for the entire community. Two example projects identified in the Plan included 206 West Palmetto, a phased mixed-use development, and George Burris Avenue / 5th Avenue Alley.

- 206 West Palmetto. The 206 West Palmetto concept proposes phased reuse of a vacant 15,400-square-foot building, starting with residential units and adding office space once the initial phase stabilizes, allowing a local developer to manage risk while building equity. The analysis shows that sequencing or modest public incentives can turn an otherwise infeasible project into a viable catalyst, bringing housing and jobs downtown and demonstrating how small investments can unlock full building reuse.
- George Burris Avenue / 5th Avenue. The George Burris Avenue / Fifth Avenue Alley catalyst reimagines an existing downtown street as a shared community space, using low-cost placemaking elements such as lighting, art, seating, and flexible closures to create an active corridor rather than just a pass-through. By enhancing what already works, the concept strengthens first impressions, supports adjacent businesses, and establishes a people-focused public realm that can host daily activity and special events in the heart of downtown.

Additionally, this Plan, developed in coordination with CRA staff, identifies three additional catalyst sites, with corresponding concept plans outlined in Chapter 8, Catalyst Sites.

PARKS

The Parks Master Plan was a major component of the 2019 CRA Plan and recognized the important role parks and recreational facilities play in advancing community redevelopment objectives. The Plan identified strategic investments in parks and open spaces as opportunities to enhance quality of life, strengthen community identity, support economic development, and improve the overall attractiveness of the CRA and Hardee County.

The Plan emphasized that parks and recreational facilities serve as more than community amenities; they function as catalysts for revitalization by providing gathering spaces, enhancing environmental sustainability, and supporting long-term economic growth. Investments in parks were identified as a means to:

- Strengthen community identity by providing accessible public spaces that bring together residents of all ages and backgrounds.
- Enhance environmental resilience through urban greening, shade creation, stormwater management, and other natural infrastructure benefits.
- Support economic development by increasing surrounding property values, attracting visitors, and encouraging investment in adjacent properties and neighborhoods.

- Improve quality of life and community well-being through expanded recreational opportunities, public gathering spaces, and long-term community benefits.

The Parks Master Plan has successfully guided several park redevelopment efforts, implementing the vision of the Plan into tangible community improvements. The CRA has invested both its own funds and grant funding to support park improvements throughout the City. A notable achievement is the completion of Parks at Peace River, which exemplifies the CRA's commitment to enhancing livability and advancing long-term revitalization goals. Additionally, several significant park enhancements identified in the Parks Master Plan and Farr Field Park have been implemented. Detailed descriptions of these projects are provided in Chapter 10: Neighborhood Impact and Affordable Housing. Separate from the Parks Master Plan, improvements at Heritage Park, including the installation of hanging plants and the introduction of seasonal banners, have contributed to a more vibrant community atmosphere, helping to position downtown Wauchula as an active and inviting destination for both residents and visitors.

In contrast, Seminole Park, originally identified in the 2019 Plan, has not been constructed. Since adoption of the 2019 Plan, the site has been reevaluated and is no longer planned for park development. The Plan has been amended to reflect a change in land use for the Seminole Park site, which has been redesignated for infill residential development. This decision followed a comprehensive reevaluation that considered the site's proximity to other recreational facilities, particularly Farr Field Park, and a demonstrated community need for additional housing in the area.

STRATEGIC PARTNERSHIP

MAIN STREET WAUCHULA, INC. (MSW)

The CRA maintains a strategic partnership with Main Street Wauchula, Inc. (MSW), which serves as a key implementation entity for redevelopment and revitalization efforts within the CRA District. Pursuant to an interlocal agreement among the CRA, the City of Wauchula, and Hardee County, tax increment revenues may be utilized to support marketing initiatives, arts programming, and community events that promote visitation, economic activity, and reinvestment within the CRA District. Through this partnership, MSW advances downtown revitalization efforts through business development, historic preservation, community engagement, placemaking activities, and special events consistent with the objectives of the Florida Main Street Program and the CRA Redevelopment Plan.

The 2019 Plan identified continued cooperation with the non-profit MSW as an essential strategy for advancing economic development and promoting businesses within the CRA district. This partnership has consistently proven successful, supported by aligned organizational goals, strong volunteer engagement, collaboration with downtown businesses, and active involvement from local government.

MSW maintains both a Main Street America accreditation and a Florida Main Street designation, demonstrating its commitment to preserving and revitalizing the historic downtown core. Over multiple years, the organization has played a central role in strengthening economic vitality, enhancing public engagement, and promoting the cultural identity of downtown Wauchula. Key accomplishments over the reporting periods included:

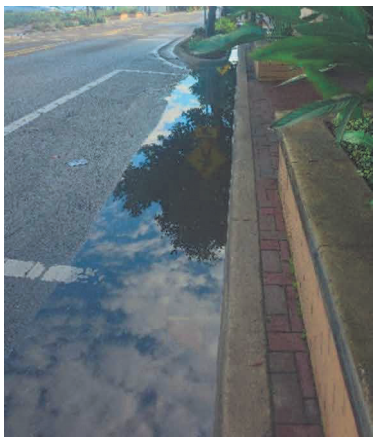
- Extensive Volunteer Support: Between the reported years, volunteers contributed more than 2,300 hours to activities that promoted downtown businesses, beautified public spaces, supported events, strengthened community pride, and celebrated local history.
- Business Support & Investment: MSW awarded over $13,000 in grants to assist downtown businesses, provided design assistance to property owners, and launched initiatives such as “We’re Open on Saturdays” and social media campaigns to increase visibility and foot traffic.
- Major Community Events: The organization hosted large-scale events drawing thousands of visitors downtown, including the Wildcat Tailgate Party, Fall Festival, Hometown Christmas, and Shop Small Saturday, which repeatedly generated significant increases in sales and customer traffic for local businesses.
- Regular Downtown Programming: Ongoing activities such as Open Mic Nights, Palooza in the Park, and various in-store promotional events fostered community engagement and supported participating businesses.
- Youth and Entrepreneurial Development: The Student Business Fair expanded annually, supporting between 25–35 young vendors and nurturing local entrepreneurial skills.
- Cultural & Historic Preservation: Efforts included the Veteran Banner Program, Student Art Banner Program, annual Historic Ghost Tour, and progress on historic preservation grants—such as ranking among the top applicants statewide for support to the Hardee County Trust Building.
- Facility Enhancements: Projects included the acquisition of 250+ auditorium seat cushions for the Historic City Auditorium and other improvements supporting public use and events.

Collectively, these achievements highlight the effectiveness of the CRA’s partnership with MSW in advancing economic development, strengthening the downtown business district, and enhancing the cultural vibrancy of the CRA area.

The CRA, City of Wauchula, Hardee County, and Main Street Wauchula should continue coordinating on an extension of their partnership agreement to build upon the success of ongoing redevelopment initiatives and community investments. Extending this partnership will support the continued implementation of projects, enhance opportunities to leverage additional funding and resources, and strengthen connections to community assets that contribute to the long-term vitality of the CRA District and the broader Wauchula community.

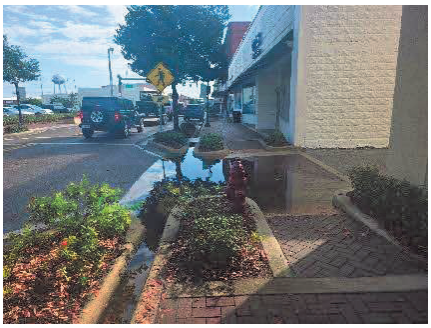
ADDITIONAL PROJECTS

The following projects are understood to be in the planning and/or development phases by various entities, including private development groups, The Development Group (TDG), Hardee County, and others. Collectively, these initiatives are anticipated to have a significant positive impact on both the City and the CRA. The projects range from redevelopment efforts to alleyway and streetscape enhancements and are identified below. It should be noted that all information, including plans, sketches, and conceptual materials, has been provided by the respective developers and was not prepared, proposed, or designed by Kimley-Horn and Associates, Inc. as part of this Plan.



FDEP RECOMMENDATION

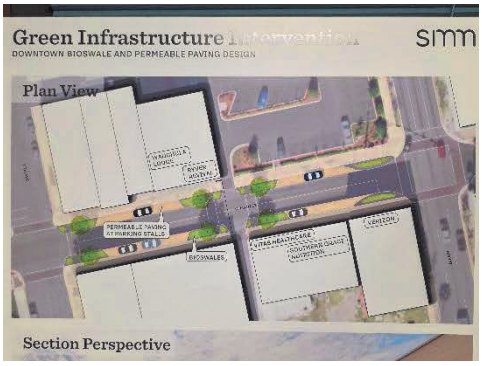
The City and CRA have coordinated with the Florida Department of Environmental Protection (FDEP) on redevelopment efforts, including addressing persistent stormwater and drainage issues along Main Street. Existing conditions indicate that a segment of Main

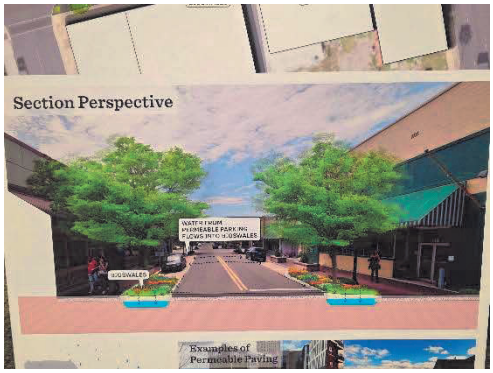


Street, from the mid-block alley west to 7th Avenue, experiences significant ponding, particularly along the south side of the roadway. In response, FDEP provided conceptual renderings illustrating green infrastructure strategies, including the use of permeable paving materials supplemented by bioswales to improve drainage and water flow.

DOWNTOWN CORE PROJECTS

The Industrial Development Authority (IDA), doing business as The Development Group (TDG), advances economic development and redevelopment initiatives throughout the community. For clarity and consistency, the organization is referred to as TDG throughout this Plan. TDG has developed several projects within the downtown core that support redevelopment, economic development, and revitalization efforts within the CRA.





Current initiatives include the Downtown Alleyway and Parking Improvements Project, which will enhance pedestrian connectivity, improve accessibility, and modernize public parking facilities within the downtown core. TDG is also developing Gardens at Midtown, a residential project that will introduce new townhouse development along 8th Avenue while expanding parking resources to support nearby businesses and residents. In addition, the Multipurpose Facility at 217 E. Main Street will provide office and business incubator space designed to support entrepreneurship, small business growth, and workforce development opportunities. Together, these projects represent strategic investments that strengthen downtown's residential, commercial, and public infrastructure assets while supporting long-term economic vitality and redevelopment within the CRA District.

Together, these projects are intended to activate the area, complement surrounding uses, and provide adequate additional parking to support downtown activity. In addition, conceptual alleyway improvements illustrate opportunities to increase pedestrian activity and create an additional desirable public space.

4. CRA GOALS

1. Promote strategic redevelopment that incorporates family-friendly public spaces and advances the implementation of identified catalyst site concepts.
    - Prioritize CRA recommended projects and identify potential funding sources for initiatives outlined in the Downtown Market Study and Vision Plan, as well as the 2019 Market Assessment prepared by Kimley-Horn. Limited concepts from the Vision Plan have been incorporated into the CRA Master Plan to provide consistency and continuity in planning and redevelopment efforts across multiple partnerships and concepts identified as part of this Plan.

- Advance a balanced approach to implementation by pursuing both larger, long-term catalytic projects and smaller-scale, lower-cost initiatives, including select catalyst sites beyond those identified in the respective studies previously discussed and three (3) additional potential catalytic projects which include the Water Tower Site, 111 E Bay Street (Electric Substation/Food Truck Park), and 106 Main Street further described and discussed in *Section 8 Catalyst Sites* of this Plan. The Water Tower Site and 111 Bay Street are relatively low-cost projects which can be provided in the short-term and build community momentum while providing targeted public spaces.
- Seeking opportunities for collaboration with TDG, private developers, nonprofit organizations, and other public and private partners to leverage funding, investment, and organizational resources that advance redevelopment projects, expand economic opportunities, and support the long-term vitality of the CRA District.

2. Encourage commercial redevelopment along the U.S. 17 corridor, a priority redevelopment area, and support the redevelopment of vacant and underutilized properties within the Redevelopment Area through strategic commercial investment, adaptive reuse, and public private partnerships.
3. Encourage adaptive reuse and redevelopment of historic and underutilized buildings.
    - Support public-private partnerships as a key tool for delivering transformative redevelopment projects within the CRA.
4. Support implementation efforts that integrate drainage and infrastructure improvements to create a safer, more walkable, and better connected through public-private partnerships and redevelopment.
    - Build on the TDG alleyway project, and application FDEP drainage recommendations for Main Street, including coordinated mid-block stormwater management solutions that enhance pedestrian connectivity and support redevelopment.
    - Support drainage and infrastructure improvements throughout the Redevelopment Area to enhance connectivity, improve public safety, address existing infrastructure needs, and facilitate redevelopment and reinvestment within the CRA.
5. Expand placemaking initiatives that strengthen Wauchula's community identity, civic presence, and public life through investment in inviting public facilities, public spaces, gathering areas, and other community amenities throughout the Redevelopment Area.
    - Downtown Core: Reinforce downtown as the civic and cultural heart of the community by capitalizing on key catalyst opportunities, including the proposed library and senior center site and other public or semipublic facilities and spaces.
    - Placemaking and Community Character: Support public, private, and nonprofit partnerships that advance transformative placemaking projects, including alleyway improvements, Main Street Wauchula's mural program, streetscape enhancements, public art, gathering spaces, and other improvements that strengthen community character, connectivity, and sense of place.
6. Continue to prioritize the provision of additional public parking within the downtown core.
    - Ensure parking resources support existing businesses, future development, and identified catalyst sites while sustaining redevelopment momentum.
7. Support residential development and redevelopment that increases housing opportunities within the CRA, with a particular emphasis on workforce housing serving teachers, healthcare workers, first responders, and similar occupations.
8. Support marketing, the arts, and community events held in the CRA district under an interlocal agreement with the city and the county as allowed by F.S. 163.01.

9. Advance strategic redevelopment opportunities through property acquisition, public-private partnerships, and targeted investment that address redevelopment needs, encourage private investment, and improve the overall quality, appearance, and vitality of the Redevelopment Area.
    - Strategic Opportunities: Identify properties, sites, and improvement opportunities where CRA involvement can serve as a catalyst for redevelopment, improve connectivity, support community-serving uses, address redevelopment needs, or leverage additional public and private investment.
    - Neighborhood and Community Improvements: Support beautification, cleanup, property enhancement, and neighborhood improvement initiatives that address conditions of blight and contribute to attractive, accessible, and well-maintained areas within the Redevelopment Area.
    - Partnership and Investment: Collaborate with property owners, businesses, governmental entities, nonprofit organizations, and other community partners to leverage resources and advance projects that further the goals and objectives of the Redevelopment Plan
10. Leverage public-private partnerships (P3s) to advance catalytic redevelopment, community facilities, public spaces, and infrastructure improvements by combining public resources with private investment, expertise, and implementation capacity to achieve community goals that may not be feasible through CRA funding alone.

6. TAX INCREMENT FINANCING (TIF) PROJECTIONS

TIF GENERALLY

Tax increment financing (TIF) provides most of the funding for the Wauchula CRA. The Wauchula CRA was established in 1997, which is considered to be the "base year" of the CRA's TIF. F.S. 163.387 outlines the criteria for redevelopment trust funds and how CRAs must utilize their funding. As required by Florida Statutes, the base rates and a portion of any increases are directed to the general fund for both the City and County, and a portion of any increases in taxes beyond the base year for the properties within the CRA are provided to the redevelopment fund. This makes appreciating property assists and increasing property values very appealing for a CRA, as the increase in taxable property values increases the redevelopment fund, which allows for further redevelopment projects.

Raising money through TIF means that all monies used in redevelopment activities are locally generated and may be locally dispersed through the decisions made by the CRA itself. Community Redevelopment Agencies are not overseen by the State of Florida; this provides a CRA a unique strength to decide how to spend monies in its boundary. Redevelopment plans, however, must be consistent with local government comprehensive plans and the monies raised must be used in the boundary of the CRA. Consistent with the statutes, funds are deposited to a trust fund by the taxing entities (the City and County), after monies are received from the tax collector's office. The revenues can be used immediately as they are received to undertake programs, capital projects, or planning studies that serve the community redevelopment area. These funds may also be saved for a particular project or be bonded to maximize the funds available. This is something the CRA currently has listed as a goal; to further explore the use of bonding for future projects to maximize funds available. All monies and funds received from the TIF area must be reinvested back into the targeted area, specific to redevelopment purposes and programs, and not used for general government purposes.

The TIF projections contained in this Plan are subject to potential changes resulting from future state or legislative action related to homestead properties.

WAUCHULA TIF AND PROPERTY VALUES

Historical TIF growth within the Wauchula CRA has generally reflected broader economic conditions, including periods of slower growth associated with national economic downturns and more recent recovery trends. As reflected in historical revenue data, TIF revenues increased steadily in recent years, with total revenues reaching approximately $1.4 million in FY 2024. This growth is driven by increases in taxable property values within the CRA, supported by ongoing public and private investment. Since establishment of the CRA in 1997, total taxable value has increased significantly, rising from approximately $48.6 million in the base year to over $163 million in FY 2024.

The City of Wauchula and Hardee County both contribute to the CRA trust fund, with revenues generated from incremental increases in property values above the established base year. Recent trends indicate continued growth in both City and County contributions, reflecting strengthening market conditions and reinvestment within the CRA. Targeted public investments, including downtown improvements, park enhancements, and redevelopment initiatives identified in recent planning efforts, are expected to further support increases in assessed value and long-term TIF revenue growth.

PROPERTY USES

As part of this assessment, existing land uses for the 1,697 properties within the CRA, as identified by the Hardee County Property Appraiser, were analyzed for the period from 2020 through 2025. The purpose of this analysis, summarized in *Existing Property Use 2020-2025 Table,* is to illustrate how different land use categories have contributed to overall value growth over time and to identify uses that may be driving or lagging in assessed value.

This analysis should be considered within the context of the uneven distribution of land uses throughout the CRA, as well as the dominant role residential properties play within the district. Residential uses constitute the majority of parcels in the CRA, including 1,035 single-family parcels, 101 vacant residential parcels, and 82 multifamily parcels with fewer than ten units. While residential uses remain a critical component of the CRA, this analysis intentionally highlights nonresidential land uses due to their importance in supporting employment, market activity, and long-term revenue generation.

Within the CRA, vacant commercial properties account for 75 parcels, representing significant opportunities for adaptive reuse and reinvestment. In addition, one-story retail stores comprise 45 parcels and experienced an average assessed value increase of approximately 50 percent between 2020 and 2025, reinforcing market interest in commercial utilization and growth within the area. These trends help inform strategies to encourage additional and complementary nonresidential uses that can further strengthen economic activity within the district. A more detailed assessment of assessed value trends from 2020 to 2025 is provided in the Existing Property Use (2020–2025) table.

TABLE OF EXISTING LAND USE 2020-2025

Existing Land Use (in 2025)	Average of AV% Change from 2020 to 2025	# Parcels
Auto sales, auto repair and storage, auto service shops, body and fender shops, commercial garages, farm and machinery sales and services, auto rental, marine equipment, trailers and related equipment, mobile home sales, motorcycles, construction vehicle	55%	8
Churches	36%	35
Clubs, lodges, union halls	41%	3
Community Shopping Centers	36%	3
Counties (other than public schools, colleges, hospitals) including non-municipal government	73091%	28
Cropland soil capability Class I	-83%	2
Drive-in Restaurants	34%	3
Federal, other than military, forests, parks, recreational areas, hospitals, colleges	61%	1
Financial institutions (banks, saving and loan companies, mortgage companies, credit services)	34%	5
Grazing land soil capability Class II	2%	7
Homes for the aged	82%	2
Hotels, motels	175%	1
Insurance company offices	48%	1
Light manufacturing, small equipment manufacturing plants, small machine shops, instrument manufacturing, printing plants	31%	1
Lumber yards, sawmills, planing mills	23%	1
Miscellaneous Residential (migrant camps, boarding homes, etc.)	66%	2
Mixed use - store and office or store and residential combination	132%	17
Mobile Homes	79%	49
Mortuaries, cemeteries, crematoriums	92%	7
Multi-family - 10 units or more	48%	10
Multi-family - fewer than 10 units	102%	82
Municipal, other than parks, recreational areas, colleges, hospitals	57%	45
Nightclubs, cocktail lounges, bars	148%	1
Office buildings, non-professional service buildings, multi-story	14%	1
Office buildings, non-professional service buildings, one story	39%	28
Orchard Groves, citrus, etc.	-28%	2
Orphanages, other non-profit or charitable services	94%	5
Other food processing, candy factories, bakeries, potato chip factories	32%	1
Parking lots (commercial or patron), mobile home parks	10%	1
Private schools and colleges	57%	10
Privately owned hospitals	-2%	3
Professional service buildings	7228014%	19
Public county schools - including all property of Board of Public Instruction	20%	7
Repair service shops (excluding automotive), radio and T.V. repair, refrigeration service, electric repair, laundries, Laundromats	57%	15
Restaurants, cafeterias	58%	9
Retirement Homes not eligible for exemption	55%	1
Right-of-way, streets, roads, irrigation channel, ditch, etc.	0%	1
Single Family	70987%	1035
State, other than military, forests, parks, recreational areas, colleges, hospitals	8%	4
Stores, one story	50%	45
Utility, gas and electricity, telephone and telegraph, locally assessed railroads, water and sewer service, pipelines, canals, radio/television communication	34%	3
Vacant Commercial	3912600%	75
Vacant Governmental	0%	4
Vacant Industrial	10%	1
Vacant Residential	91902%	101
Warehousing, distribution terminals, trucking terminals, van and storage warehousing	52%	6
(blank)	-33%	6
Total Number of Parcels		1697

The map below provides a visual overview of assessed value changes within the CRA from 2020 through 2025. An accompanying map illustrates parcel-level growth patterns, categorizing properties by growth rates of less than 3 percent, 3 to 6 percent, 6 to 10 percent, and greater than 10 percent. *Table Assessed Values Percent Change of Properties 2020-2025* below summarizes the number of properties within each of these growth categories.

MAP 4: CHANGES IN ASSESSED VALUES

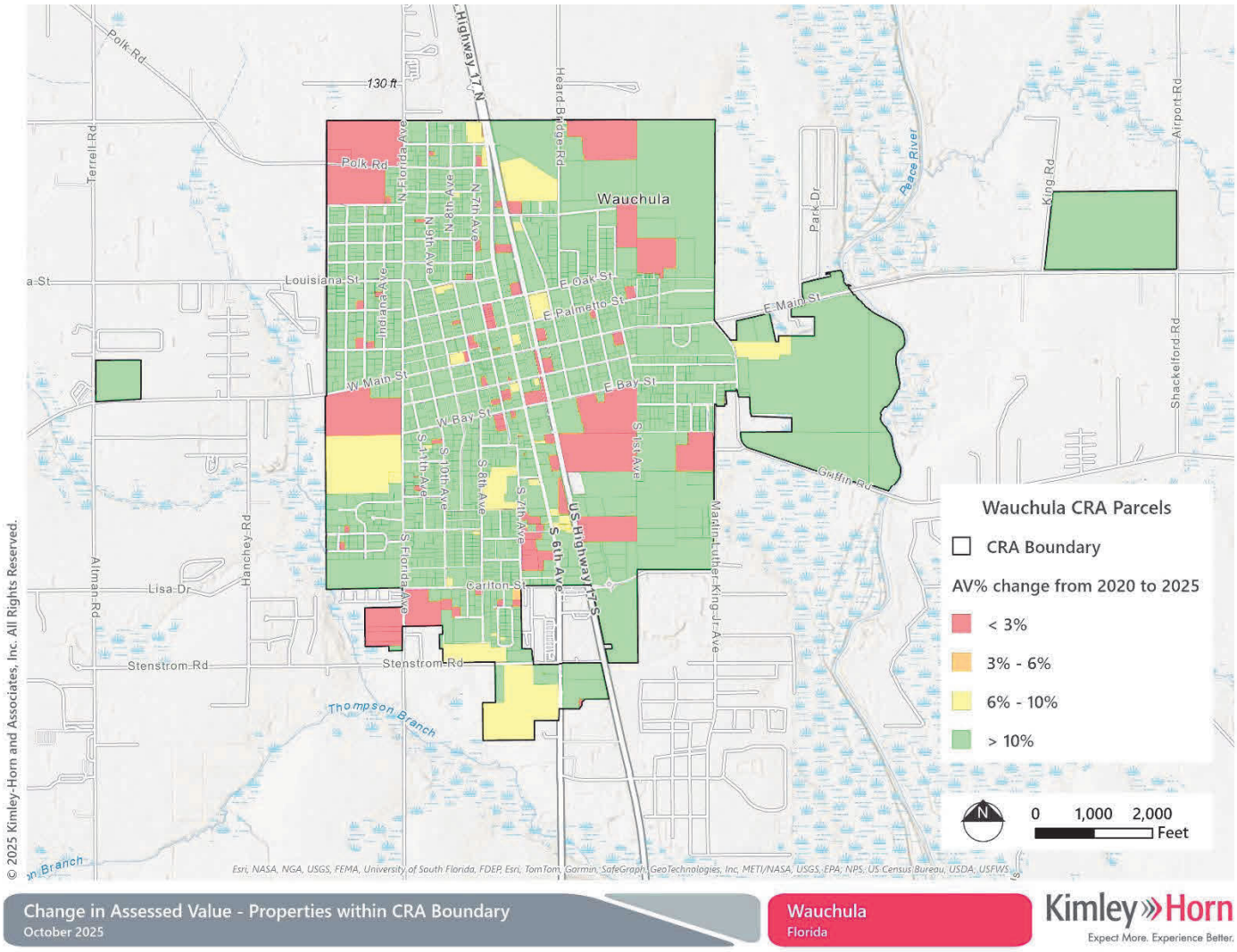


TABLE OF ASSESSED VALUES PERCENT CHANGE OF PROPERTIES 2020-2025

Percent Change	Number of Properties
< 3%	88
3% - 6%	1
6% -10%	31
>10%	1577

TAXABLE VALUE AND REVENUE PROJECTIONS

A ten-year taxable value and revenue projection has been prepared for the CRA Master Plan through FY 2035 with additional "visionary" projections through the term of the CRA (FY 2026). These projections assume modest growth (rate of natural increase) and where possible, have included information and projections that take into consideration one or more of the catalyst projects, projects identified in the Market Study and or those in partnership with The Development Group. Projections are for planning purposes only and are not intended to provide certain assurances or expectations as to the TIF Revenues received during the term of the CRA. It is further understood that the TIF Projections are modest to capture potential changes in economic conditions.

Based on historical trends and anticipated redevelopment activity, TIF revenue projections were developed assuming annual growth rates of 4.5 percent, 4.75 percent, and 5 percent. These projections are intended for planning purposes only and reflect moderate scenarios based on existing market conditions and anticipated reinvestment within the CRA.

Under the 4.5 percent growth scenario, annual TIF revenues are projected to increase from approximately $1.46 million in FY25 to nearly $2.3 million by FY35. The 4.75 percent growth scenario projects revenues reaching approximately $2.35 million by FY35, representing a moderate growth trajectory between the lower and upper projection ranges. Under the 5 percent growth scenario, annual TIF revenues are projected to reach approximately $2.4 million by FY35, reflecting a more accelerated growth pattern associated with successful implementation of catalyst projects, continued private investment, and strengthening market conditions within the CRA.

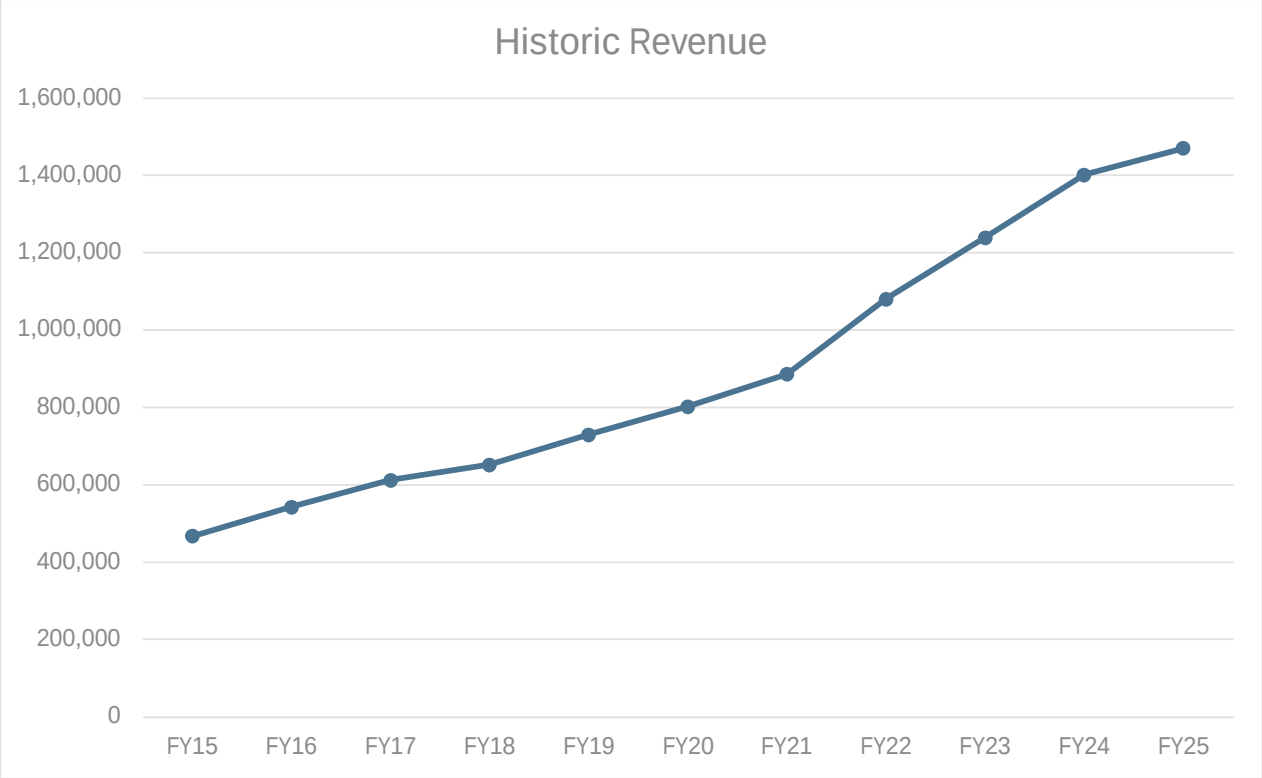
These projections do not account for major changes in CRA boundaries, reassessment practices, or significant external economic shifts, and should be updated periodically to reflect actual market conditions.

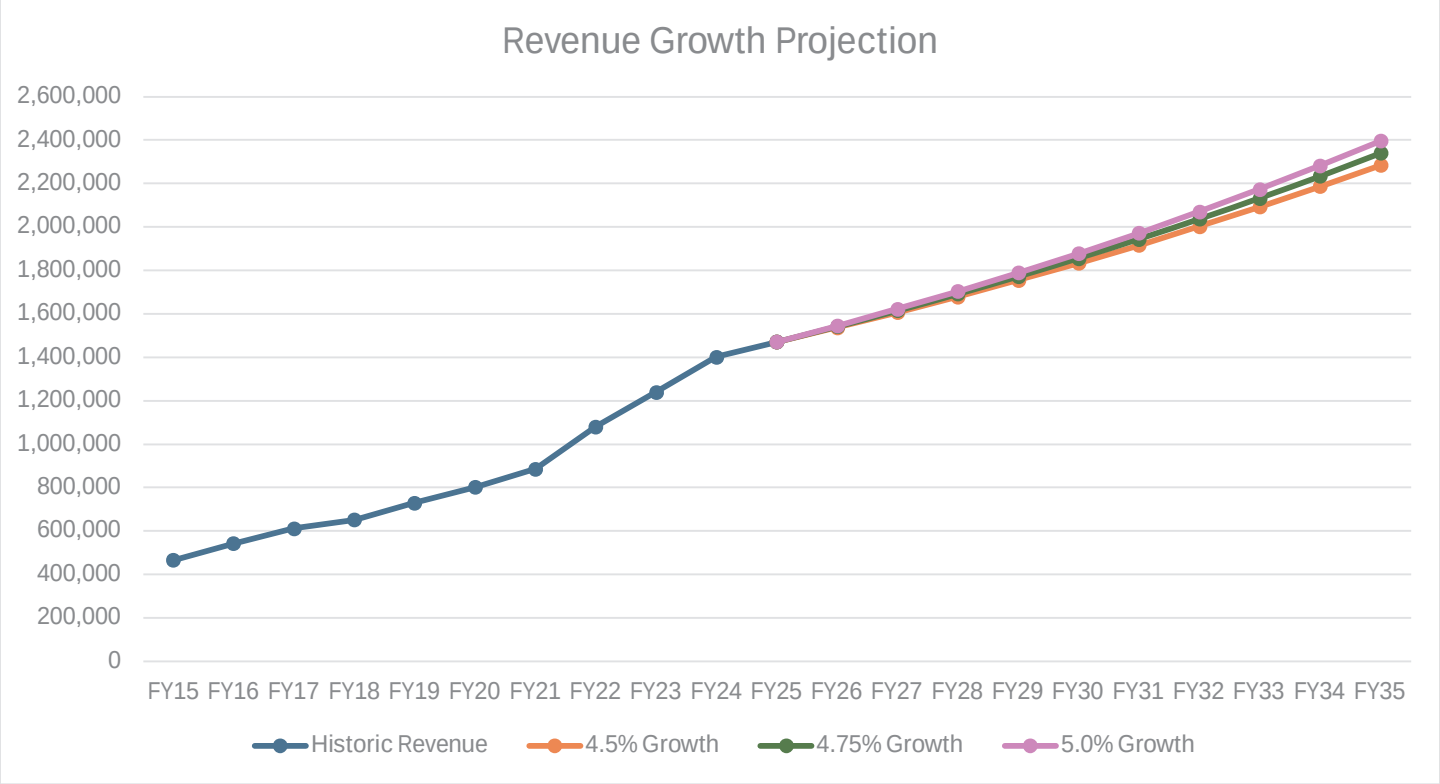
Historical TIF Revenue	
FY15	$467,453.00
FY16	$542,907.00
FY17	$612,387.00
FY18	$652,391.00
FY19	$729,711.00
FY20	$802,393.00
FY21	$885,938.00
FY22	$1,080,629.00
FY23	$1,239,706.00
FY24	$1,401,447.00
FY25	$1,471,519.00

Revenue Projections (4.5% Growth)	
FY26	$1,471,519
FY27	$1,537,737
FY28	$1,606,936
FY29	$1,679,248
FY30	$1,833,780
FY31	$1,916,301
FY32	$2,002,534
FY33	$2,092,648
FY34	$2,186,817
FY35	$2,285,224

Revenue Projections (4.75% Growth)	
FY26	$1,541,416
FY27	$1,614,633
FY28	$1,691,329
FY29	$1,771,667
FY30	$1,855,821
FY31	$1,943,972
FY32	$2,036,311
FY33	$2,133,036
FY34	$2,234,355
FY35	$2,340,487

Revenue Projections (5% Growth)	
FY26	$1,545,095
FY27	$1,622,350
FY28	$1,703,467
FY29	$1,788,641
FY30	$1,878,073
FY31	$1,971,976
FY32	$2,070,575
FY33	$2,174,104
FY34	$2,282,809
FY35	$2,396,949


Historic Revenue
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
FY15
FY16
FY17
FY18
FY19
FY20
FY21
FY22
FY23
FY24
FY25


Revenue Growth Projection
2,600,000
2,400,000
2,200,000
2,000,000
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
FY15 FY16 FY17 FY18 FY19 FY20 FY21 FY22 FY23 FY24 FY25 FY26 FY27 FY28 FY29 FY30 FY31 FY32 FY33 FY34 FY35
Historic Revenue
4.5% Growth
4.75% Growth
5.0% Growth

7. CAPITAL IMPROVEMENTS PROGRAM (CIP)

Consistent with the Community Redevelopment Act of 1969, the Community Redevelopment Agency (CRA) is authorized to plan, fund, and implement redevelopment programs, projects, and initiatives that advance the revitalization objectives of the redevelopment area. The Act also requires the identification of publicly funded capital improvements that support the implementation of the CRA's redevelopment goals.

The 2026 CRA Master Plan establishes a framework for continued investment within the redevelopment area through a coordinated program of capital improvements, redevelopment projects, and strategic initiatives. As implementation of the Plan progresses, projects will be prioritized, budgeted, and programmed based on available funding, community needs, and redevelopment opportunities. The Five-Year Schedule of Capital Improvements (CIP) has been prepared to identify projects anticipated for implementation during the planning horizon and to ensure consistency with statutory requirements.

Recognizing that community needs, market conditions, and funding opportunities evolve over time, the CRA will review and update the CIP annually. This process will allow the Agency to adjust project priorities, funding allocations, implementation schedules, and redevelopment strategies as circumstances warrant. Funding sources may include tax increment financing (TIF) revenues, municipal funding, grants, public-private partnerships, intergovernmental cost-sharing agreements, nonprofit contributions, and other available funding mechanisms.

The Five-Year Schedule of Capital Improvements identifies proposed projects, locations, estimated implementation timeframes, anticipated costs, potential funding sources, and consistency with the goals, objectives, and policies of the City’s Comprehensive Plan. Cost estimates are based on available project information, historical project costs, and prevailing market conditions at the time of Plan preparation.

Implementation of major capital projects within the CRA is anticipated to occur through a combination of existing and future capital budget commitments, TIF revenues, grants, and other funding sources. The CRA has evaluated and prioritized projects based on redevelopment needs, community benefits, and projected funding availability. The longer-term vision outlined in this Master Plan will continue to guide future updates to the Five-Year CIP and support strategic investment throughout the redevelopment area.

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
1st Avenue Sidewalk	Infrastructure	Roads	Bay Street	CRA	$13,000	2025-2026
Advanced Metering Infrastruction (AMI) Design and Installation	Infrastructure	Meter Reader	City-Wide	DEP	$4,750,000	2025-2026
Airport Deepwell Design	Infrastructure	Water	Airport	Legislative Appropriation	$1,332,938	2025-2026
Airport Fuel Farm	Infrastructure	Airport	Airport	FAA	$159,000	2025-2026
Airport Fuel Farm	Infrastructure	Airport	Airport	FDOT	$7,000	2025-2026
Airport Rotating Beacon and Tower	Infrastructure	Airport	Airport	Legislative Appropriation	$325,000	2025-2026
Airport T-Hangars- Design & Construction #1	Facility	Airport	Airport	Legislative Appropriation	$2,500,000	2025-2026
Airport T-Hangars- Design & Construction #2	Facility	Airport	Airport	Legislative Appropriation	$5,000,000	2025-2026
Alabama Street Roadway Improvements	Infrastructure	Roads	Alabama Street	FDOT	$359,888	2025-2026
Auditorium Improvements- Ceiling and Backstage	Facility	Historic City Hall	225 E Main St	CRA	$500,000	2025-2026
Auditorium Improvements- Fire Protection & ADA	Facility	Historic City Hall	225 E Main St	Legislative Appropriation	$2,500,000	2025-2026
Bay Street Sidewalk- 1600 Feet	Infrastructure	Roads	Bay Street	CRA	$26,000	2025-2026
Downing Circle Mill and Repave	Infrastructure	Roads	Downing Circle	General Fund	$230,000	2025-2026
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	CRA	$632,542	2025-2026
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	Legislative Appropriation	$2,867,458	2025-2026
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	$10,000	2025-2026
Heard Bridge Water Line Loop Construction	Infrastructure	Water	Heard Bridge	TBD	$314,000	2025-2026
Heard Bridge Loop Construction	Infrastructure	Water	Heard Bridge Road	EDA	$1,000,000	2025-2026

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
Heritage Park Restroom Improvements	Infrastructure	Parks	Heritage Park	Legislative Appropriation	$500,000	2025-2026
Hidden Creek Street Lights	Infrastructure	Roads	Hidden Creek	General Fund	$50,000	2025-2026
Hogan Street Extension	Infrastructure	Roads	Hogan Street	Rural Infrastructure Grant	$441,125	2025-2026
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	$1,245,000	2025-2026
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2025-2026
New Terminal/Pilots Lounge- Design & Construction	Facility	Airport	Airport	Legislative Appropriation	$500,000	2025-2026
Paving/Parking at Warehouse	Facility	Parking Lot	1108 E Main St	Utility Fund	$100,000	2025-2026
Peace Drive Sewer Replacement	Infrastructure	Sewer	City-Wide	Utility Fund	$40,000	2025-2026
Power Plant Demolition	Infrastructure	Electric	Substation	Legislative Appropriation	$4,000,000	2025-2026
Power Plant Site Rehabilitation	Infrastructure	Electric	Substation	CRA	$1,000,000	2025-2026
Public Safety Essential Response Facility	Facility	Electric	1108 E Main St	Legislative Appropriation	$5,000,000	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	General Fund	$15,350	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	FDEM-HMGP	$184,300	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Utility Fund	$15,350	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Sanitation Fund	$15,375	2025-2026
Replace Sewer between Knollwood Circle and Farr Field	Infrastructure	Sewer	Walton	Utility Fund	$450,000	2025-2026

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
Riverview Heights Water Line Loop Construction	Infrastructure	Water	Riverview	TBD	$2,305,000	2025-2026
Riverview Heights Water Line Loop Design	Infrastructure	Water	Riverview	EDA	$195,000	2025-2026
Road Improvements-Oak, Bay, & Palmetto	Infrastructure	Roads	City-Wide	HUD	$2,000,000	2025-2026
Runway Extension Study, Design & Construction	Infrastructure	Airport	Airport	FDOT	$9,950,000	2025-2026
S. 8th Avenue Sidewalk	Infrastructure	Roads	8th Ave-Orange to Melendy	CRA	$61,000	2025-2026
Senior Center Design and Construction	Infrastructure	General	Oak Street	Legislative Appropriation	$3,000,000	2025-2026
Southwest Area Elevated Water Tower with Transmission Lines	Infrastructure	Water	Southwest	Legislative Appropriation	$8,212,789	2025-2026
Tennessee Street Roadway Improvements	Infrastructure	Roads	Tennessee Street	FDOT	$405,509	2025-2026
Underground Reconductoring at Valencia	Infrastructure	Electric	City-Wide	Utility Fund	$30,000	2025-2026
10th Ave Stormwater Pipe Lining (if not done with SCOP project)	Infrastructure	Roads	10th Ave-Peace to FL	General Fund	$250,000	2026-2027
10th Avenue Pedestrian, Roadway and Drainage Improvements	Infrastructure	Roads	10th Avenue	FDOT	$2,570,630	2026-2027

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
Abandon Sewer Behind Oak Forest- Reroute to Sunset Park	Infrastructure	Sewer	Oak Forest - Sunset Park	SRF	$300,000	2026-2027
Abandon Sewer Behind Stadium- Reroute to Orange Ave	Infrastructure	Sewer	Wildcat Way - Orange Ave	SRF	$743,000	2026-2027
Airport Deepwell Construction	Infrastructure	Water	Airport	Legislative Appropriation	TBD	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	FDOT	$25,000	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	FAA	$450,000	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	Airport Fund	$25,000	2026-2027
Court Street Roadway Improvements	Infrastructure	Roads	Court Street	FDOT	$184,223	2026-2027
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FDOT	$5,000	2026-2027
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FAA	$90,000	2026-2027
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	Airport Fund	$5,000	2026-2027
Hanchey Road Reconductoring (Engineering and Construction)	Infrastructure	Electric	Hanchey Road	Utility Fund	$100,000	2026-2027
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	$10,000	2026-2027
Heard Bridge Water Line Loop Design	Infrastructure	Water	Heard Bridge	EDA	$170,000	2026-2027

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2026-2027
Resurface South Admin Parking Lot	Infrastructure	Parking Lot	126 S 7th Avenue	General Fund	$100,000	2026-2027
S. 7th Avenue Sidewalk	Infrastructure	Roads	7th Ave - Bay to Melendy	CRA	$54,000	2026-2027
Solar Farm Project	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
South Florida Avenue Water & Wastewater Extension	Infrastructure	Water/Sewer	S. FL Ave	EDA	$200,000	2026-2027
Turner Avenue Roadway Improvements	Infrastructure	Roads	Turner Avenue	FDOT	$441,323	2026-2027
Underground Knollwood	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
Underground Oak Forest/Crosby	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2027-2028
Industrial Park Access Road-Design	Infrastructure	Airport	Wauchula Airport	FAA	$30,000	2028-2029
Industrial Park Access Road-Design	Infrastructure	Airport	Wauchula Airport	Airport Fund	$30,000	2028-2029
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2028-2029
Replace Sewer from LS#3 Down Carlton Street	Infrastructure	Sewer	Farr Field - Carlton Street	SRF	$602,000	2028-2029
Industrial Park Access Road-Construction	Infrastructure	Airport	Wauchula Airport	FAA	$400,000	2029-2030
Industrial Park Access Road-Construction	Infrastructure	Airport	Wauchula Airport	Airport Fund	$100,000	2029-2030

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2029-2030

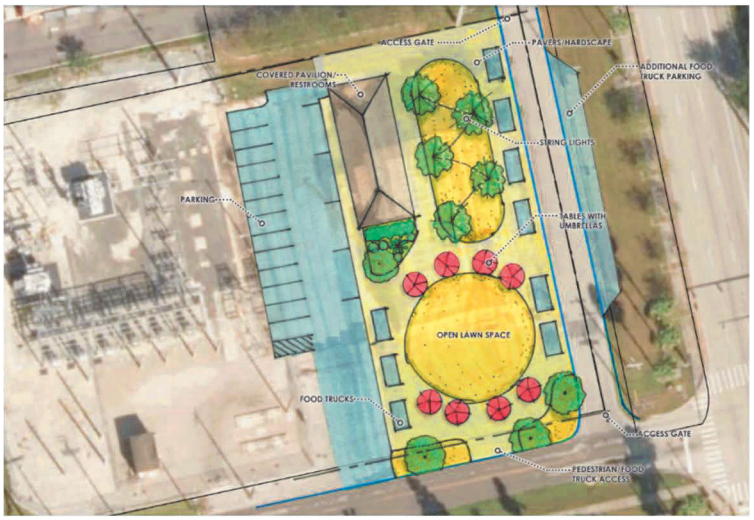
8. CATALYST SITES

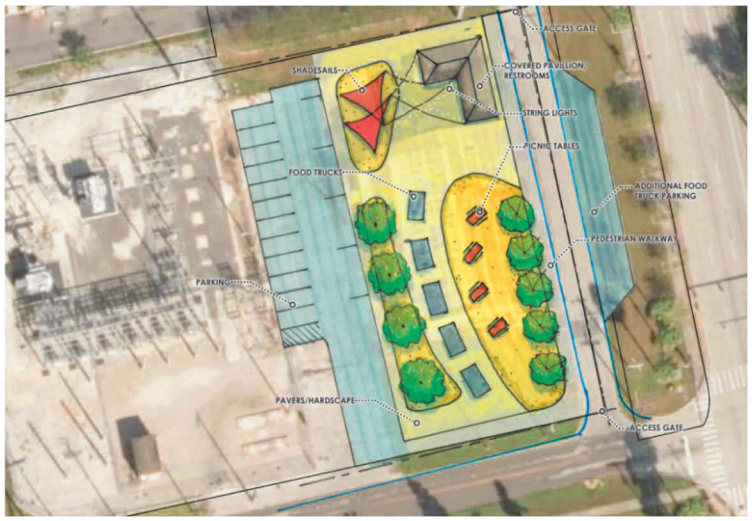
The CRA Board and staff requested an analysis of potential catalyst sites that had the potential of either providing an opportunity for redevelopment of an existing site or providing some level of public infrastructure capable of attracting special events or similar to the downtown area. Consistent with the goals, objectives, and implementation strategies outlined in this Plan, these sites were selected based on their ownership, redevelopment potential, ability to support economic development and placemaking initiatives, and opportunity to address identified community needs. The sites were selected based on their ownership, proximity to downtown, reasonableness for development and/or redevelopment opportunities and the potential to address a dedicated need as well as desire within the community. The sites selected included:

1. 111 E Bay Street "Electric Substation". Located at the northeast quadrant of the intersection of U.S. 17 and East Bay Street, this approximately 1.46-acre site includes an existing electric substation and accessory building, with George Burris along the eastern boundary. The property features a paved driving aisle providing direct access to East Bay Street. Although currently serving a municipal infrastructure function, the site remains underutilized in terms of its broader potential to contribute to local economic activity.

   Owned by the City of Wauchula, the land is designated for commercial use under the Future Land Use (FLU) map and zoned C-2 Service Commercial. This presents a strong opportunity for redevelopment. Reimagining the substation site aligns with the City and CRA's shared vision for adaptive reuse – transforming underused or vacant properties into vibrant, productive community assets. Such redevelopment offers a strategy to enhance land utilization and reinforce the character and vitality of the surrounding neighborhood.

   The proposed plan recommends redeveloping the eastern portion of the property, which includes the removal of the accessory building adjacent to the existing electric substation. The shared drive aisle will be preserved and repurposed to provide additional

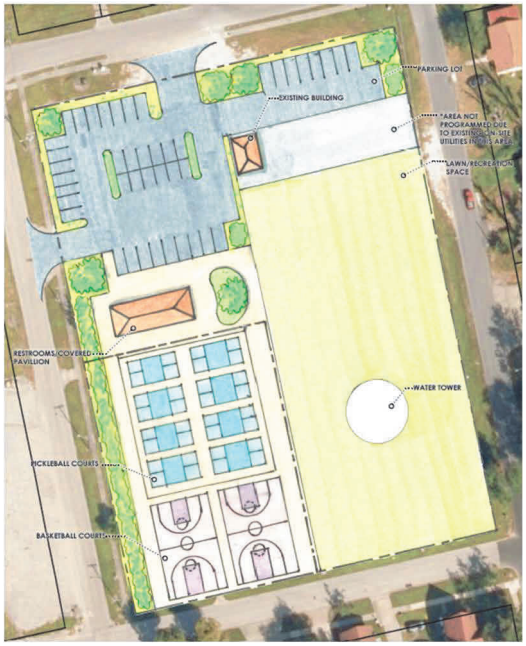




parking. The envisioned concept is a food truck park as it is a low-intensity, cost-effective redevelopment initiative designed for flexible use.

Strategically positioned to function as both a food destination and a vibrant community gathering space, the site is intended to accommodate seasonal or permanent food truck operations. The design includes open green space, communal seating, a covered pavilion with restrooms, and designated food truck pads. For larger events, overflow food truck parking will be available across George Burris Alleyway, with pedestrian walkways and crosswalks incorporated to ensure safe access. During such events, it is recommended that portions of George Burris Alleyway be temporarily closed to vehicular traffic.

Beyond daily operations, the site is adaptable for hosting special events such as farmers markets, fundraisers, and other community activities. While current regulations present challenges for food truck parking and operations, this centralized location aims to streamline compliance and generate revenue for the City. Additional design considerations include City or CRA-funded utility hookups, with costs offset through space rental fees. By reducing overhead through shared infrastructure such as prep areas, restrooms, and seating, the food truck park model addresses common financial barriers and promotes a diverse mix of vendors. This approach not only strengthens economic resilience but also contributes to the vibrancy defining the identity of Wauchula's downtown core.



2. "Water Tower Site". This site was identified in the 2019 Parks Master Plan as the proposed location for a skate park; however, it has since been reimagined to accommodate a larger multi-use area, additional parking, retention of the existing building, restroom and covered pavilion facilities, and new pickleball courts. Located in the northwest quadrant of East Palmetto Street and 3rd Avenue North, this approximately 2.19-acre site features an existing concrete recreation pad and a water tower. Prominently positioned within Wauchula's downtown district, the site has long been recognized for its potential to serve as a hub for youth engagement and active recreation. However, the area currently suffers from deteriorating infrastructure and limited amenities, which significantly reduce its usability and appeal. The property is designated for Public/Semi-Public use under the Future Land Use (FLU) map and zoned P/SP. Owned by the City of Wauchula, the property is designated for Public/Semi-Public use under the Future Land Use (FLU) map and zoned P/SP. While the site functions as a park, it is in a dilapidated state and requires substantial reinvestment to fulfill its intended role as a vibrant community space. Despite its current condition, the site was identified as a priority for redevelopment in the 2019 Parks Master Plan, and the CRA remains committed to advancing that vision.



3. 105 N 6th Avenue. Located at the northwest corner of Main Street and 6th Avenue, this 0.94-acre site spans two parcels in the heart of downtown Wauchula. The CRA-owned parcel fronting Main Street currently functions as a surface parking lot, with access from 6th Avenue and an alley along its eastern boundary and was originally developed as part of the 2010 Catalyst Site initiative. The lot is consistently used by visitors to nearby Main Street businesses; however, the adjacent proposed parcel is significantly underutilized and presents an opportunity to serve as a western "bookend" to the proposed project east of US-17. The northern parcel, owned by the City, is vacant and provides additional flexibility for coordinated and integrated development. Located within the downtown core, the combined properties offer a prime opportunity to activate Main Street frontage, strengthen commercial vitality, and introduce programming that complements surrounding businesses and civic amenities. This location is particularly well suited for a mixed-use concept that enhances pedestrian activity and contributes to the overall economic vitality of the district.





The property is designated as Historic Downtown Commercial (HC-1) under current zoning and has a Future Land Use classification of Commercial. Existing parking infrastructure can be leveraged to support new construction, reducing costs and improving feasibility. Potential development concepts include office and professional services to attract employment and daytime activity, ground-floor retail or restaurant space to energize Main Street, and public realm enhancements such as streetscape improvements, outdoor seating, and connectivity to adjacent blocks. The 2026 Plan provides three updated development concepts that both incorporate the recently constructed parking lot fronting Main Street. While building placement varies between the concepts, each situates new development toward the northern portion of the site, allowing access from both 6th Avenue and the alley along the western boundary. Conveniently located within the downtown core, the property offers strong potential for mixed-use development, including small-scale office space that can stimulate economic and social activity, support local business growth, and contribute to a more balanced and active downtown environment.

9. BONDING

Although not identified at this time, the CRA retains the ability to seek approval from its Board to perform bonding of projects for future improvements within the CRA. The ability for a CRA to perform the issuance of revenue bonds is outlined in F.S., 163.385; "When authorized or approved by resolution or ordinance of the governing body, a county, municipality, or community redevelopment agency has power in its corporate capacity, in its discretion, to issue redevelopment revenue bonds from time to time to finance the undertaking of any community redevelopment under this part, including, without limited the generality thereof, the payment of principal and interest upon any advances for surveys and plans or preliminary loans, and has power to tissue refunding bonds for the payment or retirement of bonds or other obligations previously issued."

Bonding of projects may help the City and CRA complete certain projects ahead of anticipated time frames. Projects that are seen as having high value, importance, or impact on the community may seek the ability to be bonded to perform at a sooner date. There are some notable provisions within F.S., 163.385, including: *"Bonds issued under this section shall be authorized by resolution or ordinance of the governing body; may be issued in one or more series; and shall bear such date or dates, be payable upon demand or mature at such time or times, bear interest at such rate or rates, be in such denomination or denominations, be in such form either with or without coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment at such place or places, be subject to such terms of redemption (with or without premium), be secured in such manner, and have such other characteristics as may be provided by such resolution or ordinance or by a trust indenture or mortgage issued pursuant thereto. Bonds issued under this section may be sold in such manner, either at public or private sale, and for such price as the governing body may determine will effectuate the purpose of this part."*

Further, per Florida Statutes, tax increment financing and revenues can be used immediately, saved for a future project, or can be bonded to maximum the funds available. Pertaining to the limitations of tax increment financing, any funds must be used for specific redevelopment purposes within the targeted area and not for general government purposes.

Rather than incrementally finance projects, which would require years to complete and may hinder timely delivery or effective cost management, it is recommended that the CRA and its Board allow for bonding to complete projects. While bonding may slightly increase costs due to interest payments, the resulting rise in property values and taxable projects may help offset these expenses. Additionally, the CRA may utilize targeted reinvestment of site-specific, generated TIF revenues to further offset project costs.

10. NEIGHBORHOOD IMPACT & AFFORDABLE HOUSING

The CRA has taken great strides to positively impact the community and redevelopment area. Since the 2010 CRA Master Plan implementation, the CRA has been heavily engaged in supporting projects and initiatives that further a broader goal of neighborhood stabilization and (positive) impacts to housing. In the past few years, the CRA has undertaken steps to:

- Increase the availability of affordable and workforce housing in Wauchula through a combination of project extensions, direct housing construction, strategic partnerships, and infill development initiatives, demonstrating a sustained commitment to implementing its Land Use goals.

- Create, expand and beautify parks to enhance quality of life, support economic development, strengthen community identity, and advance long-term revitalization goals identified in both the 2010 and 2019 CRA Master Plans.
- Strengthen community ties by supporting local businesses through rehabilitation incentive programs, TIF incentives, and promoting mixed-use and neighborhood serving commercial development that expands economic opportunities and housing choices for residents.

In addition, the CRA has undertaken programs that support local businesses, property improvements, redevelopment efforts, and economic investment that provide benefits to residents within the community. Although not tied directly to housing or neighborhood impact, CRA programs that support property improvements, façade enhancements, building rehabilitation, and redevelopment efforts contribute to economic development within the community. Through these programs, the CRA helps improve the quality and functionality of commercial properties, supports reinvestment in existing buildings, and encourages private investment that can indirectly create and retain jobs. Consistent with the programs identified in Chapter 5: CRA Programs/Partners, these efforts contribute to the long-term economic vitality of the Redevelopment Area.

HOUSING

Housing has been an ongoing priority for the Wauchula CRA. Following the Land Use goal to "Provide incentives to provide for both single-family and multi-family housing, as well as affordable and workforce housing, as needed", the CRA has continued to work with Palmetto 8 in hopes of seeing this project come to fruition. Palmetto 8 has experienced delays over the 4 years. Little progress was made in 2021. On December 13, 2021, the CRA Board approved to extend the grant agreement to September 30, 2022, with no further extensions allowed.

In June of 2021, the CRA successfully sold the first house under the Home Assistance Grant Program. This program is designed to meet a need for single-family workforce housing. The program was successful and the CRA continued to provide affordable and workforce housing in the CRA area with the construction of 3 additional homes in 2023.

PARKS

The CRA has long recognized parks, recreational amenities, and public spaces as essential components of community revitalization. In addition to improving quality of life for residents, investments in parks help strengthen community identity, support public health, attract visitors, and encourage private reinvestment throughout the Redevelopment Area. Building on past successes, the CRA will continue to prioritize strategic park, recreation, and public space improvements that enhance livability, expand recreational opportunities, and support broader redevelopment objectives.

Parks at Peace River

The Parks at Peace River initiative transformed the Peace River corridor and Crews Park into a premier recreational destination through a series of phased improvements that expanded river access, trails, recreational amenities, and community gathering spaces. These investments have enhanced access to one of Wauchula's most significant natural assets while creating opportunities for tourism, outdoor recreation, and community events.



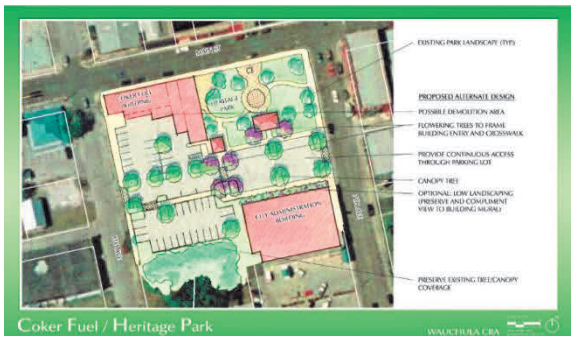




Heritage Park

Heritage Park serves as a key civic gathering space within Downtown Wauchula. Recent improvements enhanced the park's flexibility and functionality, creating a more active public space capable of supporting community events, festivals, and everyday use.

The CRA should continue building upon these improvements by supporting additional placemaking initiatives, public space enhancements, and redevelopment projects that reinforce downtown's role as the civic and cultural heart of the community.



Farr Field Park

Farr Field Park represents one of the CRA's most significant ongoing park and recreation investments and reflects the implementation of priorities established in the 2019 CRA Master Plan Update and Parks Master Plan. Developed through extensive public engagement, the Parks Master Plan evaluated City-owned parks and identified opportunities to expand recreational amenities, improve access to

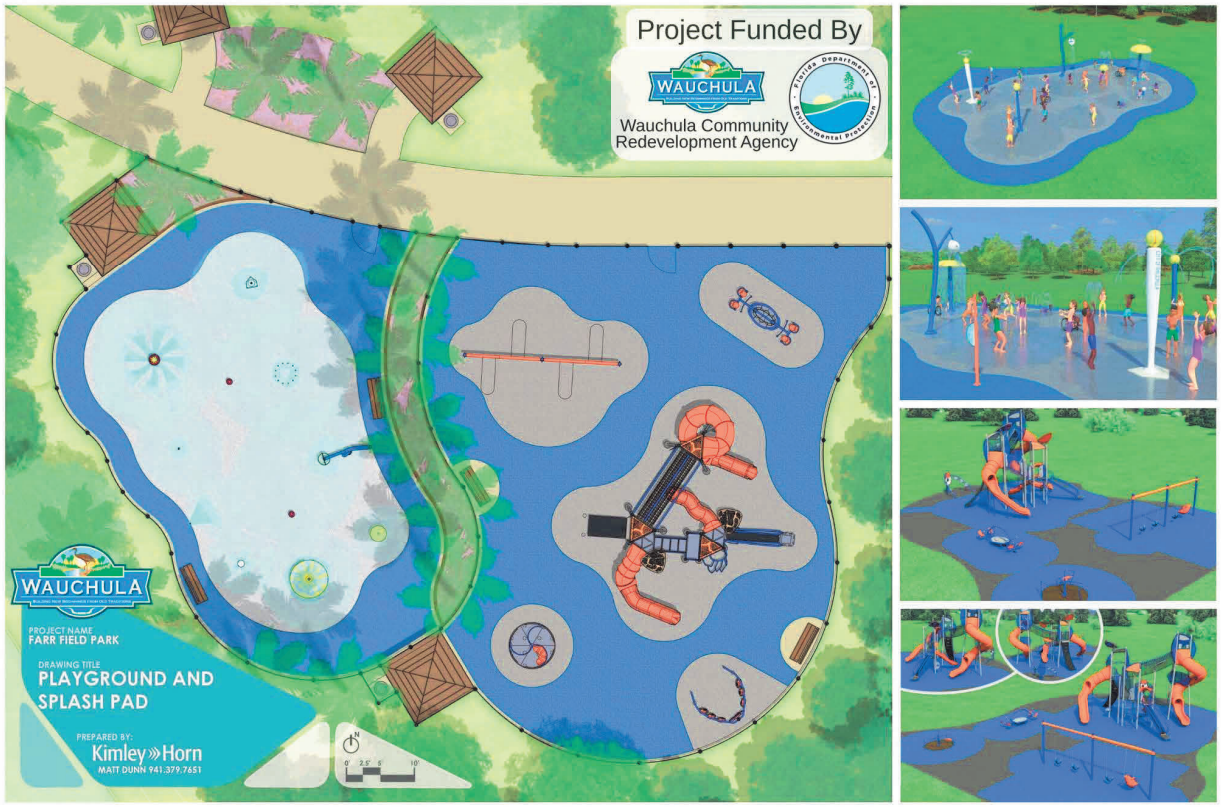


neighborhood parks, and create community gathering spaces that support quality of life throughout Wauchula.

Located in the southwest quadrant of the city, Farr Field was identified as an opportunity to address gaps in recreational access while providing amenities that serve residents of all ages and abilities. Improvements currently under construction include a new ADA-accessible playground, a splash pad, expanded pedestrian connections, additional parking, landscaping enhancements, and upgrades to the park's softball facilities. A key component of the project is the addition of a third softball field and modernization of existing facilities, enhancing the park's ability to host tournaments and regional events that attract visitors and support local businesses.

Beyond recreation, Farr Field demonstrates the CRA's continued commitment to leveraging partnerships and external funding sources to advance transformational projects. To date, funding has included contributions from the CRA, state and federal grant programs, and private-sector partners, including support from the Crews Foundation. Collectively, these partnerships have secured more than $3.69 million toward project implementation, illustrating how coordinated public-private investment can deliver community benefits that would be difficult to achieve through CRA resources alone.

The success of Farr Field provides a model for future CRA initiatives. As construction progresses toward completion, the project highlights how strategic investments in parks and recreation can strengthen neighborhood amenities, support tourism and economic activity, improve community health and wellness, and enhance overall quality of life. Moving forward, the CRA should continue building on this foundation by pursuing additional partnerships, grant funding opportunities, and catalyst projects that expand recreational access and support community revitalization throughout Wauchula.





Collectively, the CRA's investments in Parks at Peace River, Heritage Park, and Farr Field Park reflect a strategic and sustained commitment to enhancing quality of life, supporting economic development, and strengthening community identity within the redevelopment area. These projects advance the priorities established in the 2019 CRA Master Plan by leveraging parks as catalysts for reinvestment, expanding equitable access to recreational amenities, and reinforcing the role of public spaces as community anchors. Together, these completed and ongoing initiatives have established a strong foundation for continued revitalization, positioning the CRA to build upon this momentum through future enhancements, including redevelopment opportunities detailed in Chapter 8 Catalyst Sites.

11. CRA GRANT PROGRAM

There are a variety of grant and funding opportunities available to leverage the TIF funds received by the CRA. Having an updated Community Redevelopment Plan with identified capital improvement projects and program enhancements in place will increase the opportunities for support and funding for specific projects by providing an overall vision, community support, and technical implementation criteria. The following presents a summary of various grant and funding opportunities available, grouped by relevance to the CRA and the project list above. This listing is not intended to be exhaustive; there may be additional funding opportunities that can further assist with design and development assistance for the identified improvements. It is recommended during the annual review process that further review and update of available and

applicable funding opportunities be explored to determine applicability for specific project(s), as well as revisions to application procedures, guidelines, and dollar amounts. This list also identifies the specific projects identified by this Plan and or projects discussed throughout the Planning Process and the potential Grant (source).

The Grant matrix provided following Chapter 12 was prepared considering existing and available (possible) grants from public and private agencies. The grant listing is understood to not be exhaustive but to provide a higher-level listing and approach to non-traditional (i.e., TIF) revenues.

Note: These grant opportunities may fund some components of the proposed sites but are not expected to fund all. Where permitted by applicable program guidelines, public-private partnerships may provide opportunities to leverage federal and state grant funding for eligible project components that serve a public purpose.

12. OVERVIEW, SUMMARY & RECOMMENDATIONS

The Amended and Updated 2026 Wauchula CRA Plan reflects the Community Redevelopment Agency's continued commitment to addressing the physical, economic, and social conditions identified within the CRA. Building upon the vision and momentum established through the 2010 and 2019 CRA Plans, this update provides a strategic yet flexible framework to guide redevelopment activities for the remainder of the CRA's term. The Plan integrates recent market analysis, community input, and ongoing capital investments to ensure redevelopment efforts remain responsive to local needs and opportunities.

Over the past several years, the CRA has made meaningful progress in advancing housing initiatives, supporting local businesses, enhancing public infrastructure, and expanding parks and recreational assets. These efforts have contributed to improved quality of life, increased economic activity, and renewed confidence in downtown Wauchula as a place to live, work, and invest. The 2026 Plan builds on these successes by identifying targeted catalyst sites, aligning capital improvements with long-term goals, leveraging partnerships and grant opportunities to maximize public investment.

The recommendations outlined below are intended to reinforce the CRA's core priorities while allowing flexibility to adapt to changing market conditions, funding availability, and community priorities. Collectively, they emphasize strategic reinvestment, thoughtful placemaking, and continued coordination between the CRA, the City, and project partners.

The Plan includes a more detailed set of recommendations throughout its chapters, which collectively form the basis for the overarching recommendations summarized below.

RECOMMENDATIONS

- Continue to support responsible development and redevelopment of housing stock, with an emphasis on affordable and workforce housing opportunities located near downtown services, employment, and civic amenities.
- Advance economic development initiatives by incentivizing adaptive reuse of underutilized and historic buildings, supporting local and small businesses, and leveraging public-private partnerships to catalyze private investment.
- Implement and refine catalyst site concepts identified in this Plan to stimulate reinvestment, enhance connectivity, and activate underutilized properties, particularly those within and adjacent to the downtown core.
- Refocus and reimagine parks and recreation investments as catalyst projects by advancing redevelopment of the Water Tower Site as a signature multi-use recreational hub, evaluating enhancement and programming opportunities at Oak Street Park, and continuing long-term development and emphasis on Parks at Peace River as a flagship recreational, environmental, and economic asset within the CRA.

- Maintain a balanced implementation approach that includes both larger catalytic redevelopment projects and smaller-scale, lower-cost improvements that can be delivered in the short term to build momentum and visible progress.
- Continue to invest in transportation and mobility enhancements, including streetscape improvements, sidewalks, wayfinding, and parking facilities, to support walkability, business vitality, and downtown accessibility. This may also include the enhancement and incorporation of the City's alleyways creating both pedestrian connections but also can serve as community focal points and gathering spaces.
- Periodically evaluate the need for bonding or alternative financing tools to accelerate delivery of high-priority projects that provide broad public benefit and long-term economic return.
- Continue to utilize and expand the CRA and City's strong brand and small-town sense of place that has been established through projects and community improvements, honoring the community's historic character while supporting infill redevelopment projects.
- Encourage development and redevelopment that enhances walkability while preserving the scale, pattern, and character of adjacent residential areas. Design should prioritize active ground floors, pedestrian-focused building orientation.

GRANTS LISTING

#	Grant Name	Agency	Funding Max	Req'd Match	Grant Priorities	Types of Projects	Link to Site
1	Florida Small Cities Community Development Block Grant Program (CDBG)	United States Department of Housing and Urban Development (HUD)	*None; project awards from previous years range from $384,000 to $1,049,970*	No	Competitive Grant program to units of local government in small urban and rural areas. To be eligible for funding, an activity must meet at least one of the following National Objectives: 1. Benefit to Low-and Moderate-Income Persons - at least 51% of the beneficiaries must be low- and moderate-income persons (total household income is at or below 80% of the area's median income), 2. Elimination of Slum and Blight - eliminate conditions of	The program focuses on the following four funding categories: 1. Commercial Revitalization, 2. Economic Development, 3. Housing Rehabilitation, and 4. Neighborhood Revitalization Types of eligible projects: 1. Water and Sewer Improvements, 2. Rehabilitation of Substandard Housing, 3. Street and Sidewalk Improvements, 4. Economic Development Activities that Create Jobs for Low- and Moderate-Income People, 5. Downtown Revitalization, including Facade Improvements, Streetscaping, and Underground Utilities, 6. Park Facilities and Community Centers, and	https://floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program

					slum or blight as defined by state law and identified by the unit of local government on a spot or area basis, or 3. Address an Urgent Need - the activity must alleviate a condition that poses a serious and immediate threat to those living in the area. The condition must have occurred within 18 months of application. The unit of local government must demonstrate that it is unable to finance the activity on its own and that other funding is not available.	7. Drainage / Stormwater Improvements.	

2	Rural Business Development Grants	Rural Development U.S. Department of Agriculture (USDA)	No funding maximum but smaller requests are given higher priority. Please note: There are two types of RBDG projects, Opportunity grants and Enterprise grants. Opportunity type grants are limited to up to 10 percent of the total Rural Business Development Grant annual funding. Enterprise type grants must be used on projects to benefit small and emerging businesses in rural areas as specified in the grant application.	No	The purpose of the program is to promote economic development and job creation projects through the awarding of grant funds to eligible entities. Applications will compete in two separate categories, business opportunity grants and business enterprise grants, for use in funding various business and community projects that serve rural areas. Open to Public Bodies/Government entities, Indian Tribes, Nonprofits.	Enterprise Grant projects funded: 1. Training and technical assistance, such as project planning, business counseling and training, market research, feasibility studies, professional or/technical reports, or producer service improvements. 2. Acquisition or development of land, easements, or rights of way; construction, conversion, renovation of buildings; plants, machinery, equipment, access for streets and roads; parking areas and utilities. 3. Pollution control and abatement. 4. The capitalization of revolving loan funds, including funds that will make loans for start-ups and working capital. 5. Rural distance learning for job training and advancement for adult students. 6. Rural transportation improvement. 7. Community economic development. 8. Technology-	Rural Business Development Grants | Rural Development

						based economic development. 9. Feasibility studies and business plans. 10. Leadership and entrepreneur training. 11. Rural business incubators. 12. Long-term business strategic planning. Opportunity Grant projects funded: 1. Community economic development. 2. Technology-based economic development. 3. Feasibility studies and business plans. 4. Leadership and entrepreneur training. 5. Rural business incubators. 6. Long-term business strategic planning.	
3	Regional Rural Development Grant* two or more rural counties	Florida Department of Commerce	Up to $50,000 or $250,000		Eligible applicants include organizations made up of two or more contiguous rural counties, which agree to cooperatively establish an economic or tourism development office with a desire to develop, promote and	The program aims to encourage rural communities to leverage limited resources by utilizing regional economic development organizations to develop and implement long-term strategies. 1. Attract new businesses; 2. Grow existing businesses; and 3. Build the innovative and	Regional Rural Development Grant - FloridaJobs.org

					implement sound economic strategies to improve the quality of life of the areas they serve. Consultants may not apply. An organization may receive up to $50,000 or $250,000, if representing two or more rural counties, recommended by the Rural Economic Development Initiative and designated by the Governor. Applicants must provide: 1. A current organizational strategic plan (Organizations that do not have a current strategic plan will be required to use a portion of awarded funds to develop or update their plan.) 2. Letters of support and documentatio n of financial or in-kind	adaptive capacity of rural leaders who are active in decision-making roles in their communities.	

					support from each partner listed on the application; and 3. A full organizational budget.		
4	AARP Community Challenge Grant Program	American Associations of Retired Persons (AARP)	$25,000.00				2025 AARP Community Challenge
5	Community Planning Technical Assistance Grant	Florida Department of Commerce	$75,000.00				Community Planning Technical Assistance Grants - FloridaJobs.org
6	Rural Infrastructure Fund	Florida Department of Commerce					Rural Infrastructure Fund - FloridaJobs.org
7	Community Development Block Grant Disaster Recovery Grant Program	U.S. Department of Housing and Urban Development	DISASTER RELIEF				Community Development Block Grant Disaster Recovery Grant Funds | HUD.gov / U.S. Department of Housing and Urban Development (HUD)
8	Planning and Local Technical Assistance	U.S. Economic Development Administration (EDA)					Funding Opportunity: Planning and Local Technical Assistance

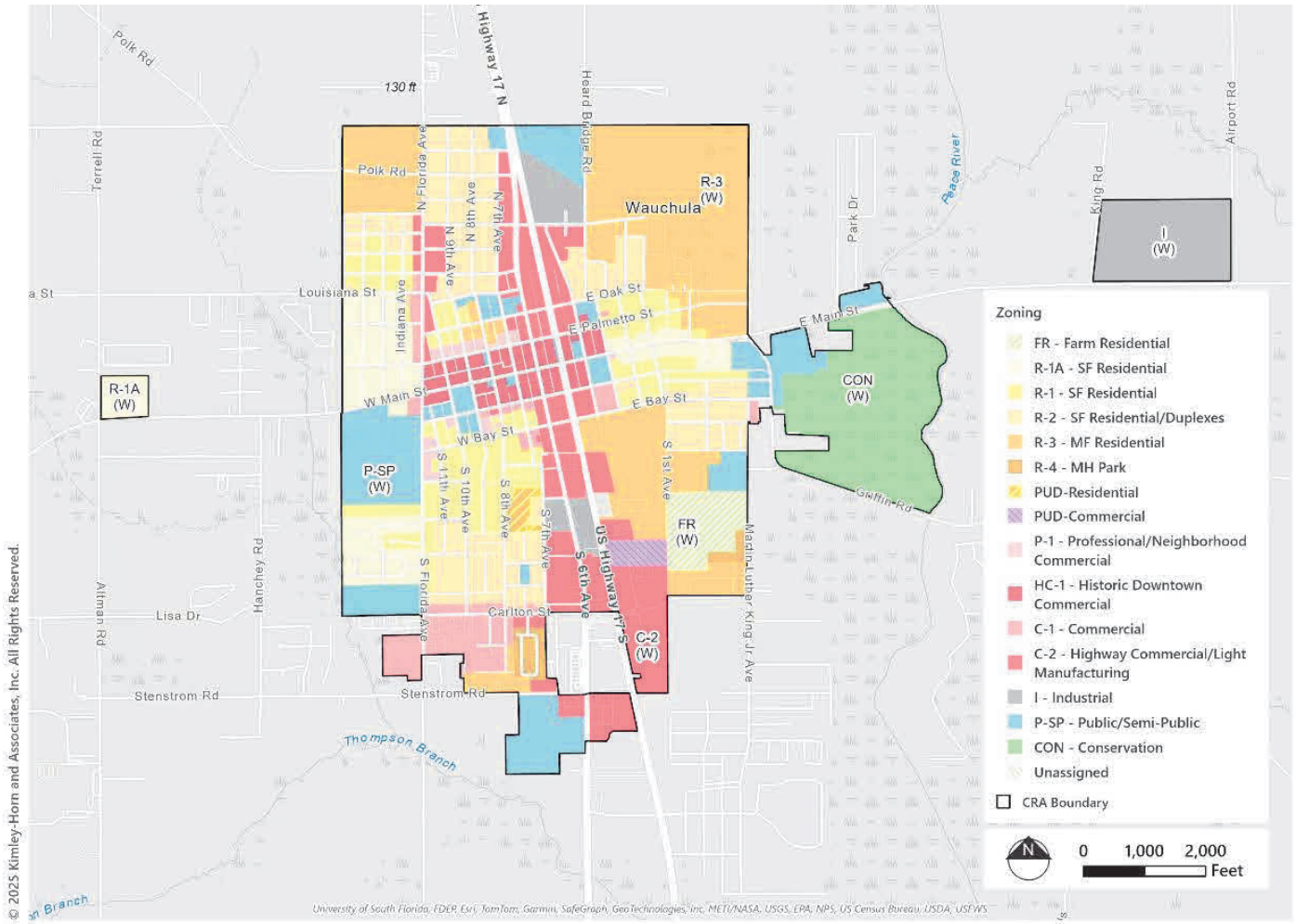
9	Recreational Trails Program	Federal Highway Administration					RTP: Application Process, Submission Cycles, and Funded Projects | Florida Department of Environmental Protection
10	Florida Recreation Development Assistance Program (FRDAP)	Florida Department of Environmental Protection (FDEP)	$200,000.00	Yes if over $50,000.00 requested. $50,001 to $150,000 requires 25% cost share $150,001 up to $400,000 requires 50% cost share	This is a competitive program which provides grants to local governmental entities for acquisition and development of land for public outdoor recreation use or to construct recreational trails.	A proposed FRDAP project must be for one of the three following categories: acquisition of land for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. acquisition projects are not eligible for retroactive costs. Costs for pre-acquired acquisitions are not eligible for reimbursement. Acquisitions cannot occur until after a project has been approved for funding.	https://floridadep.gov/sites/default/files/FY2025-2026%20FRDAP%20Application%20Instructions.pdf
11	Land and Water Conservation Fund	Florida Department of Environmental Protection (FDEP)	$1,500,000.00	50%	Competitive Grant Program for county governments and incorporated municipalities of the state of Florida and other legally	For development projects and acquisition projects - both have the same grant request maximum	https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-application-process-submission-cycles-and-funded

					constituted local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the general public.		
12	Resilient Florida Grants	Florida Department of Environmental Protection (FDEP)					https://floridadep.gov/rcp/resilient-florida-program/content/resilient-florida-grants#Apply%20for%20a%20Grant
13	Paul Brahn Historic Revitalization Grant - Subgrant to Historic Preservation Fund	National Park Service					https://www.nps.gov/subjects/historicpreservationfund/paul-bruhn-historic-revitalization-grants-program.htm
14	FEMA Hazard Mitigation Grant Program (HMGP)						
15	FEMA Flood Mitigation Assistance (FMA)						
16	FEMA Public Assistance Grant Program						https://www.epa.gov/fedfunds/fema-public-assistance-grant-program-available-water-and-wastewater-utilities

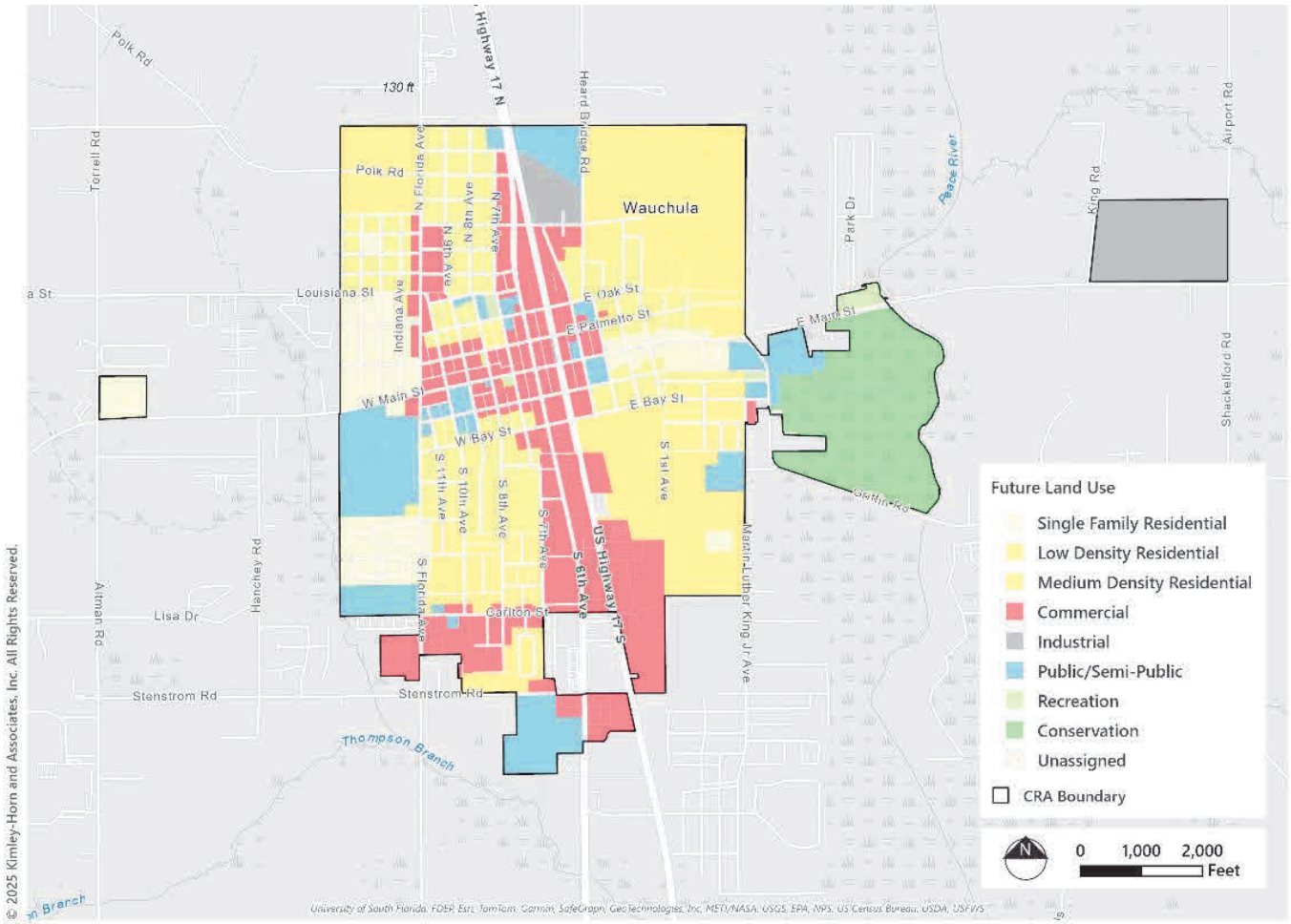
16,17,18	EPA State Revolving Funds: Drinking Water State Revolving Funds, Clean Water State Revolving Funds, Water Infrastructure Finance and Innovation Act (WIFIA), Drinking Water System Infrastructure Resilience and Sustainability Program Grants						https://www.epa.gov/fedfunds/epa-state-revolving-funds-and-grants-available-water-and-wastewater-utilities#wifia
19	Safe Streets and Roads for All (SS4A)	U.S. Department of Transportation					https://www.transportation.gov/grants/SS4A
20	Better Utilizing Investments to Leverage Development (BUILD)	U.S. Department of Transportation (USDOT)					https://www.transportation.gov/BUILDgrants
21	EPA Brownfield's Program	Environmental Protection Agency					https://www.epa.gov/brownfields/types-funding

22	Surface Transportation Block Grant Program	U.S. Department of Transportation Federal Highway Administration			If an entity believes they have a project that may be eligible under the STBG program, they should contact their respective State Department of Transportation (DOT) or local Metropolitan Planning Organizations (MPO) for additional information on projects and project funding. The Federal Highway Administration provides STBG program funds to States by formula, yet the selection of projects for funding under the STBG program is the decision of the State DOT or local MPO, in accordance with applicable Federal requirements.		STBG - Federal-aid Programs - Federal-aid Programs and Special Funding - Federal Highway Administration

MAP #1: ZONING – CRA PARCELS



MAP #2: FUTURE LAND USE – CRA PARCELS



CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, August 03, 2026 at 5:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Nadaskay called Workshop to order @ 5:01pm

ROLL CALL

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

STAFF
Olivia Minshew, City Manager
Sandee Braxton, Assistant City Manager/Finance Director
John Eason, Deputy City Manager
Melodie D. Kincaid, Deputy City Clerk
Jessica Newman, CRA Director
Kyle Long, Development and Utilities Director
Kristie Hatcher-Bolin, City Attorney
Ward Grimes, Public Works Director

OPEN COMMISSION WORKSHOP

1. PREPAC License Agreement

   Lee Mikel, President of PREPAC was present He shared that they are happy with the agreement - this is their 6th season using the Auditorium and looks forward to future use.
   The board shared their gratitude and expressed their appreciation for what they do
   Workshop for discussion only, No voting at this time

2. Red Light Camera Discussion

   WPD Chief Ron Curtis
   Presented a PowerPoint and discussed the operation of the Red Light Camera
   Provided commission with information for them to make a well-formed decision

PowerPoint Presentation can be found within the Workshop Agenda Packet, Line-Item Number 2

The commission board discussed their concerns

3. Interlocal Agreement for Use of Animal Shelter

   WPD Chief Ron Curtis presented details of the Annual Contract for Animal Shelter Agreement
   The commission board discussed their concerns

4. 2026-2027 SRO Agreement

   WPD Chief Ron Curtis provided information regarding the SRO Agreement
   He went over the changes in the agreement

5. PRR Amendment re Drug-Free Workplace

   City Manager, Olivia Minshew, provided information regarding this item

   Listen to recording
   Recommended by Labor Attorney to draft and make changes

   No further discussion from Commission Board

6. Quarterly Financial Report

   Finance Director, Sandee Braxton, presented updated details on the Quarterly Financial Report. Went over what is in the fund/expenses compared to budget thru Quarter 3

7. Policy Manual for Federal Rewards

   John Eason presented information and details on this item.
   The city has received CDBGrant and starting to receive more funding thru the state - need to update the Federal Rewards policy to meet 2 CFR regulations.
   This is an Addendum to procurement policy, not changing threshold, but putting federal requirements in place for compliance, has been reviewed by required staff, city attorney, finance director, all required parties for reporting procedures.
   Federal Gov't requires it to be documented in the policy. Every component has to be correctly and completely documented.
   No further discussion from the board

8. Interlocal Agreement for Hardee County Recreation Complex

   City Manager, Olivia Minshew, presented details and information on the Interlocal Agreement for Hardee County Recreation Complex extension, that there are no changes, other than date and term.
   No additional discussion or questions from the board

CITY ATTORNEY REPORTS

None at this time

CITY MANAGER REPORT

Olivia Minshew provided information on upcoming events and projects as well as a farewell for John Eason on his new journey as County Manager

CITY COMMISSIONER REPORTS

Commissioner Miller spoke of a public event this week for CFRPC

CLOSE COMMISSION WORKSHOP

Mayor Nadaskay closed Commisson Workshop @ 6:17pm

OPEN CRA WORKSHOP

Mayor Nadaskay opened CRA Workshop at 6:17pm

9. CRA RFQ 26-02 Construction Manager at Risk Award Recommendation

   Jessica Newman of Wauchula CRA presented information and recommended an awarded contractor; Halfacre Construction

10. Construction Manager at Risk (CMAR) Services Contract

    Jessica provided the draft contract. Expressed to City Attorney, Kristie about the change on page 140 of the agenda package
    This contract is for the supervision of the other sub-contractor. They will be the ones to get the quote for the flooring, stage, etc. Because of specialized areas and having to advertise each item separately, this is an easier process.

11. Skyline Commerical Systems Contract

    Jessica provided information to award Skyline. Their contract was not in the bid packet that was approved - this is showing the commission the contract, requesting approval at next week's meeting

12. CRA Master Redevelopment Plan Update

    Per Jessica Newman, this item will not be discussed
    Not ready moving to meeting next week

REMINDERS

None at this time

ADJOURNMENT

With no further discussions, Mayor Nadaskay adjourned the Workshop @ 6:32pm

_____ _____

Richard Nadaskay, Mayor Melodie D. Kincaid, Deputy City Clerk

CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, August 10, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

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

ABSENT
Commissioner Sherri Albritton

STAFF PRESENT
City Manager Olivia Minshew
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Public Works Director Ward Grimes
Development & Utilities Director Kyle Long
CRA Director Jessica Newman
Chief of Police Ron Curtis
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

1. Minutes for 7/6/2026 Budget Workshop, 7/6/2026 Commission Workshop and 7/13/2026 Commission Meeting

   Recommended Action: Commission's Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

None presented.

ORDINANCES / PUBLIC HEARINGS

2. Ordinance 2026-12 Amending Chapter 4 of the Code - Animal Control - First Reading

   Recommended Action: Commission's Approval

   Hatcher-Bolin read the ordinance by title.

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

CITY MANAGER / NON-CONSENT

3. Power Cost Adjustment

   Minshew announced the July power cost adjustment.

4. DCCM Master Consulting Agreement - RFQ 26-01 Professional Engineering Services for Wastewater System Project

   Recommended Action: Commission's Approval

   Long presented the contract, explaining it was not part of the original bid document.

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

5. Resolution 2026-15 FAA Grant Agreement for Fuel Farm Generator

   Recommended Action: Commission's Approval

   Grimes presented the resolution to authorize the City Manager to execute the FAA agreement for the generator portion of the project.

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

6. 2026-2027 SRO Agreement

   Recommended Action: Commission's Approval

   Minshew stated this item was presented during the workshop and it was requested to add this to the non-consent agenda due to Commissioner Albritton needing to abstain from voting on it however, Commission Albritton was absent for this meeting.

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

CONSENT AGENDA

7. PREPAC License Agreement
8. Interlocal Agreement for Use of Animal Shelter
9. PRR Amendment re Drug-Free Workplace
10. Policy Manual for Federal Rewards
11. Interlocal Agreement for Hardee County Recreation Complex

    Recommended Action: Commission's Approval on Items 7-11

    Minshew noted item #10 should be listed as Policy Manual for Federal Awards.

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

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

12. Approval of Minutes for 7/13/2026 CRA Meeting

    Recommended Action: Board's Approval

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

13. CRA Master Redevelopment Plan Update

    Kelley Klepper with Kimley Horn presented the 2026 Wauchula CRA Master Redevelopment Plan.

    The presentation included demographic & community profile; strategic CRA goals; recent investment achievements; changes in assessed values; TIF revenue growth projection; and key strategic catalyst sites.

    Klepper and Newman answered questions from the Board. Newman stated she was looking for input and would bring the Plan back in September.

14. CRA RFQ 26-02 Construction Manager at Risk Award Recommendation

    Recommended Action: Board's Approval

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

15. Construction Manager at Risk (CMAR) Services Contract

    Recommended Action: Board's Approval

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

16. Skyline Commercial Systems Contract

    Recommended Action: Board's Approval

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

17. Revitalization Grant Cycle Opening

    Recommended Action: Board's Approval

    Newman addressed the Board, requesting approval to open another grant cycle from August 11-September 29, 2026.

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

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

18. Approval of CRA Board Actions

    Recommended Action: Commission's Approval

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 6:57 pm.

Mayor Richard K Nadaskay, Jr.

City Clerk Stephanie Camacho

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
PLAN UPDATE 2026
RESOLUTION 2026-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA; AMENDING THE UPDATED 2019 COMMUNITY REDEVELOPMENT PLAN; MAKING FINDINGS; AUTHORIZING AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes (1969) "The Community Redevelopment Act of 1969" (the "Act"), the City Council, now known as the City Commission (the "Commission"), of the City of Wauchula, Florida (the "City") adopted Resolution 97-09 whereby it determined and declared there existed a need for a community redevelopment agency to function in the City to carry out redevelopment purposes pursuant to the Act; and,

WHEREAS, by Resolution 97-10, the Commission declared itself the Community Redevelopment Agency (the "CRA") in the City; and **WHEREAS,** by Ordinance 97-834, the Commission readopted and reaffirmed Resolutions 97-09 and 97-10, and established a Redevelopment Trust Fund pursuant to Section 163.387 of the Act; and,

WHEREAS, by Resolution 2009-25, on August 9, 2010, the Commission modified the community redevelopment plan following presentation of the Plan Update 2010 to the City of Wauchula Planning and Zoning Board (the "P&Z") on June 21, 2010 and a public hearing by the CRA on July 12, 2010; and,

WHEREAS, by Resolution 2010-24 following presentation of the Plan Update 2010 to the City of Wauchula Planning and Zoning Board (the "P&Z") on June 21, 2010, at a public hearing, KHA presented the Plan Update 2010 to the CRA at a public hearing on July 12, 2010; and,

WHEREAS, by Resolution 2011-01, the Commission expanded the boundaries of the CRA and extended the timeframe to provide redevelopment activities within the CRA boundaries after supporting data and analysis found the existence of conditions that warranted these updates, and,

WHEREAS, by Resolution 2019-10, the Commission adopted Plan Update 2019 following a public hearing held on September 9, 2019 with amendments focused on: 1. Updated capital improvements plan (CIP) and related tax increment (TIF) projections, 2. Neighborhood impact, including affordable and workforce housing, 3. Downtown parking study, 4. Parks and recreation facilities, 5. Extension of the CRA term date from 2027 to 2057

WHEREAS, on August 10, 2026 the Commission acting as the CRA reviewed the CRA Plan Update 2026 with amendments focused on: 1. Updated Capital Improvements Plan (CIP) and Tax Increment Financing (TIF) projections; 2. Identification of catalyst

redevelopment opportunities, 3. Continued investment in neighborhood stabilization programs; and,

WHEREAS, having observed all appropriate procedures required by Florida Statutes, the Commission is now ready to consider adoption of the amended plan.

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

SECTION 1. The City Commission hereby adopts, confirms and approves the Wauchula Community Redevelopment Area 2026 Plan Update attached hereto as Exhibit "A" as the Master Redevelopment Plan for the CRA adopted September __, 2026.

SECTION 2. The City Commission does hereby find that the Wauchula Community Redevelopment Area 2026 Plan Update adopted in Section 1 has been prepared in accordance with generally accepted standards contained within Part III, Chapter 163, Florida Statutes.

SECTION 3. This resolution shall take effect immediately upon its adoption by the City Commission.

DULY PASSED, AND ADOPTED this _____ day of September, 2026, at a regular meeting of the City Commission of the City of Wauchula, Florida.

ATTEST:

Stephanie Camacho, City Clerk

APPROVED:

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM & CORRECTNESS:

Kristie Hatcher-Bolin
City Attorney

STATE OF FLORIDA
COUNTY OF HARDEE

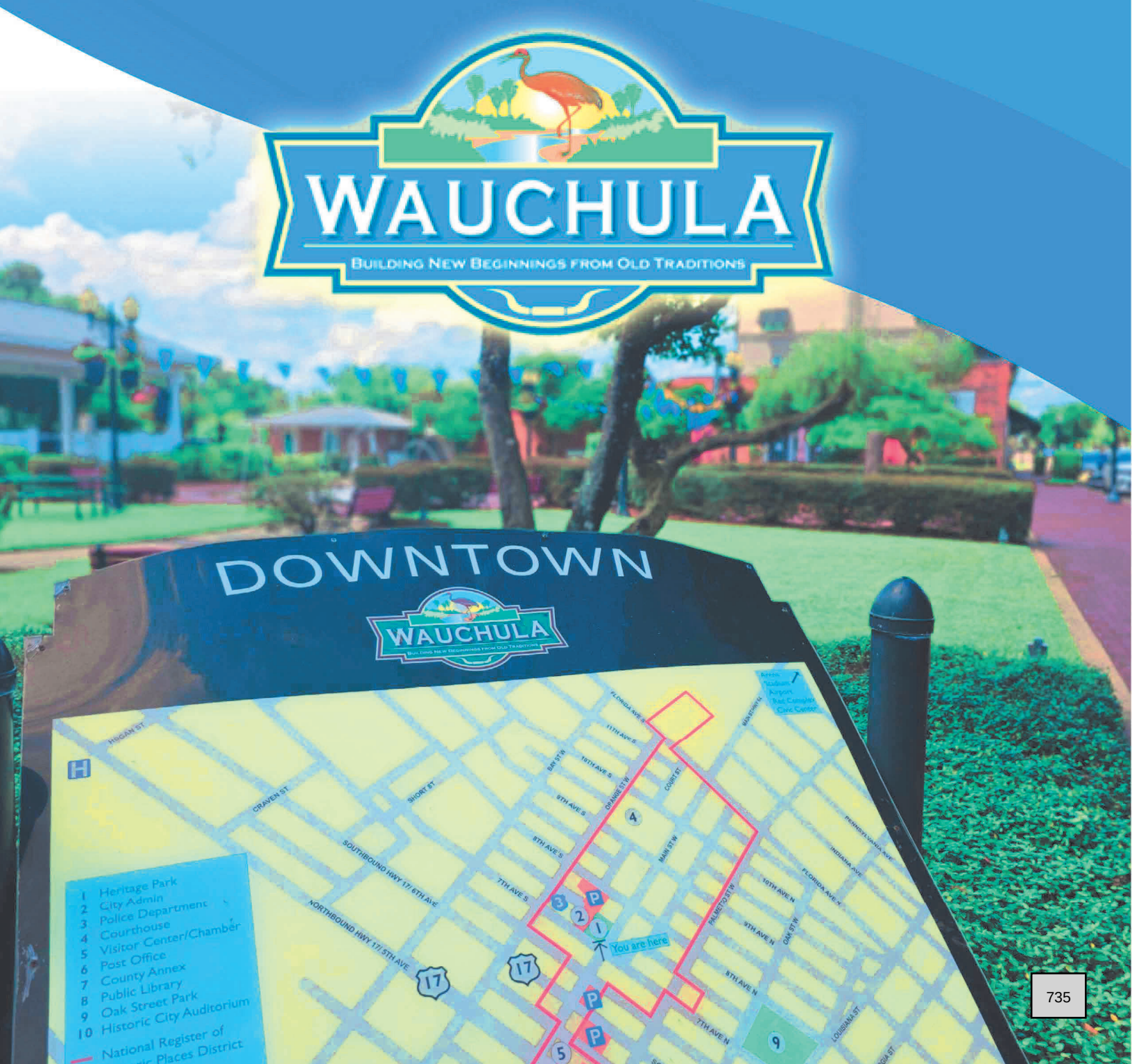
I, the undersigned duly appointed City Clerk of the City of Wauchula, Florida, HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-21, as shown in the records of the City on file in the office of the City Clerk.

WITNESS my hand and the seal of the City of Wauchula, Florida, this ___ day of _____, 2026.

Stephanie Camacho, City Clerk

WAUCHULA COMMUNITY REDEVELOPMENT AGENCY

2026 Plan Update



EXECUTIVE SUMMARY

OVERVIEW

The City of Wauchula Community Redevelopment Agency (CRA) retained Kimley-Horn and Associates, Inc. to evaluate and update the adopted 2019 Community Redevelopment Plan. Established in accordance with Chapter 163, Part III, Florida Statutes, the Wauchula CRA has served as a catalyst for community revitalization and redevelopment since its formation in 1997, when the original redevelopment plan was adopted by the CRA Board. The Amended and Updated 2026 Wauchula CRA Master Plan ("2026 Plan") provides a comprehensive framework to guide redevelopment activities, public investments, and community revitalization efforts throughout the CRA. Organized into 12 chapters, the Plan evaluates existing conditions, highlights recent accomplishments, identifies emerging opportunities, and establishes a strategic vision for the continued growth, enhancement, and long-term success of the Wauchula CRA.

CHAPTER 1. INTRODUCTION OVERVIEW

The 2026 Plan builds upon the vision established in the 2019 Plan ("Past Plan"), as well as prior plans and initiatives, and introduces three (3) key elements as part of this update, including:

- Updated Capital Improvements Plan (CIP) and Tax Increment Financing (TIF) projections to reflect current conditions, anticipated revenues, and future investment priorities.
- Identification of catalyst redevelopment opportunities to encourage strategic public and private investments in key sites throughout the CRA.
- Continued investment in neighborhood stabilization programs through CRA initiatives, grant opportunities, housing improvement efforts, and partnerships with local, state and federal programs.

CHAPTER 2. PAST PLANS

The amended and updated CRA Plan represents a recommitment to the vision and progress established by the 2010 Plan. Subsequently, the 2019 Plan articulated a vision for the CRA based on an inventory and analysis of existing conditions within the City and CRA, supported by on-site field investigations and a review of adopted City plans. These investigations evaluated the transportation and pedestrian network, stormwater infrastructure, parking and circulation patterns, building conditions, landscaping, and overall aesthetics. The 2026 Plan builds upon the foundation established by both the 2010 and 2019 Plans by reaffirming their core goals while updating strategies, priorities, and implementation actions to address current conditions, emerging opportunities, and evolving community needs.

CHAPTER 3. 2026 PLAN UPDATE

The 2026 Plan serves as a strategic update that builds upon Past Plan's efforts while responding to emerging opportunities, market conditions, and community priorities. This update refines the CRA's long-term vision by focusing on reinvestment, enhanced urban design, and strengthened neighborhood resilience. Guided by recent studies, stakeholder input, and evolving redevelopment goals, the 2026 Plan outlines a series of targeted initiatives designed to catalyze economic activity, improve the public realm, and ensure sustainable, community-driven growth. The following key components reflect the core elements of the 2026 Plan update.

The 2026 Plan introduces a forward-looking framework that emphasizes targeted redevelopment, neighborhood stabilization, and urban design elements. Key elements of the update include:



Capital Improvements Plan (CIP) and Tax Increment Financing (TIF) projections: Updated infrastructure investment priorities and funding projections will support redevelopment objectives throughout the CRA.



Catalyst Site Identification: Strategic catalyst sites have been identified through this Plan (Ch. as well as plans prepared by CRA partners to encourage investment, improve connectivity, and support a mix of uses throughout the CRA.



CRA Grant Program: Continued investment in neighborhood stabilization remains a core priority. The CRA grant program will be expanded to support housing rehabilitation, façade improvements, and other initiatives that strengthen residential areas and promote long-term community resilience.

CHAPTER 4. CRA GOALS

CRA goals are presented, providing broad-based goals serving as a guide for capital improvements and programming of projects. Goals are categorized into four categories, including land use, economic development, transportation and mobility, and cultural and recreational resources.

CHAPTER 5. CRA PROGRAMS/PARTNERS

Programs and partners of the CRA are identified, including Main Street Wauchula Inc. (MSW) and the Industrial Development Authority (IDA, aka The Development Group (TDG)). Commercial revitalization grants, development incentives, and other programs that support redevelopment within the CRA are detailed.

CHAPTER 6. TIF PROJECTIONS

Tax Increment Financing (TIF) provides the primary source of funding for the CRA and is detailed throughout the chapter. TIF funds are generated from the observed increase in property values for those properties located within the CRA; TIF funds are received from both the City of Wauchula and Hardee County. An overview of TIF fundamentals and a taxable value and revenue projection is provided for the term of the CRA.

CHAPTER 7. CAPITAL IMPROVEMENTS PROGRAM (CIP)

The CIP provides the CRA and City with guidance for future projects and development within the City as a whole. As the CRA budget and capital improvements planning are incorporated into the City's budgeting process, projects within the CRA are identified in the City's Five-Year Schedule of Capital Improvements. The Five-Year Schedule of Capital Improvements provides project names, schedules of work, and their consistency with the vision presented in this Community Redevelopment Plan.

CHAPTER 8. CATALYST SITES

A catalyst site is typically an underutilized or strategically located area with the potential to drive economic, social, or physical transformation within its surroundings. This chapter identifies potential catalyst sites along with conceptual designs developed in collaboration with the City and CRA. Site selection was guided by factors such as ownership, proximity to downtown, development feasibility, and alignment with community priorities.

CHAPTER 9. BONDING

This chapter explores the potential use of bonding as a financing tool to accelerate implementation of major CRA projects and capital improvements. Bonding may provide flexibility to advance high-priority initiatives sooner than would otherwise be possible through annual funding alone, allowing the CRA to respond to redevelopment opportunities and community needs in a more timely manner.

CHAPTER 10. NEIGHBORHOOD IMPACT & AFFORDABLE HOUSING

Building upon the vision established in the 2010 and 2019 Plans, neighborhood impact and affordable housing is discussed in this chapter, detailing recent successes in the development of housing stock in downtown Wauchula and new parks and recreation advancements. These add to the quality of life of the community and will act as economic drivers.

CHAPTER 11. CRA GRANT PROGRAM

The chapter includes a summary of various grant and funding opportunities available, grouped by relevance to the CRA. The amounts vary across the state and federal grants identified.

CHAPTER 12. OVERVIEW, SUMMARY, AND RECOMMENDATIONS

This chapter provides a summary of the 2026 Plan and its recommendations. Building upon the vision established in the 2019 Plan, the CRA will continue to support housing redevelopment, economic development, transportation and mobility improvements, and investment in parks and recreational resources that enhance quality of life and community vitality.

1. INTRODUCTION

BACKGROUND AND OVERVIEW

The Wauchula Community Redevelopment Agency (CRA) was established in 1997, with the goal of transforming and revitalizing the city. The CRA's mission involves guiding sustainable development, enhancing the city's aesthetic appeal, stimulating economic growth, and improving the quality of life for Wauchula's residents.

The CRA's first plan was adopted in 1997, with updates in 2010 and 2019. The City of Wauchula Community Redevelopment Agency (CRA) contracted Kimley-Horn and Associates, Inc. to provide a review and update of the adopted 2010 CRA Plan. The latest plan, adopted in September 2019, focuses on five key elements: (1) an updated CIP with TIF projections, (2) the development of parks and recreation plans, (3) the extension of the CRA's term to 2057, (4) advancements in affordable and workforce housing, and (5) further economic development initiatives. This plan outlines a comprehensive approach to redevelopment aimed at creating a unified, inclusive, and economically vibrant community. It includes detailed market analysis, neighborhood impact assessments, and community outreach efforts to ensure that the redevelopment initiatives align with community needs and aspirations.

The plan included a detailed analysis of the city's existing conditions and a segmentation of the CRA into four distinct geographic areas for targeted improvements. These areas were identified as Downtown Core, North CRA, South CRA, and East CRA/Peace River, each with specific strengths, challenges, and opportunities. The plan emphasized infrastructure improvements, aesthetic enhancements, housing development, economic development, and the promotion of local businesses.

The 2026 Plan will incorporate the key findings and initiatives established in the previous plans as well as the related studies that the County, City of Wauchula, Florida Department of Environmental Protection (FDEP), and the Florida Department of Transportation (FDOT) have completed in recent years.

HISTORICAL REFERENCE

The City of Wauchula CRA contains over 1,579.6 acres covering 79% of the City of Wauchula and encompasses approximately 1,690 parcels within the limits of the City of Wauchula. The CRA's initial time frame and boundary were established in 1997 as part of the initial CRA Master Plan adoption and implementation. The boundary was expanded in 2010, adding sixteen additional properties and extending its term five years terminating in 2027. This was extended again in 2019, to incorporate a sunset date of 2057.

Since the CRA was created prior to July 1, 2006, it predates requirements set forth in Chapter 163.340, F.S. limiting a CRA to no more than 80% of a community. If an expansion was desired however, an updated Finding of Necessity (FON) would be required. The statutes provide that prior to exercising the benefits created by the community redevelopment authority, the City must adopt a resolution supported by data and analysis that establishes ability for the City Commission to find that the conditions in the targeted area(s) meet established criteria found in Florida Statutes.

COMMUNITY BACKGROUND

Wauchula was incorporated in 1902 along the Florida Southern railroad, north of old Fort Hartsuff. Wauchula, the county seat of Hardee County. The community initially grew up around Fort Hartsuff, one of the many military forts during the Seminole Wars. The town was an economic and social center in rural central Florida in the early settlement days.

The Florida Southern Railway named Wauchula in 1886 when it extended its route and set up a depot. The name was derived from the Miccosoukee Indian word Wa-tu-la-ha-kee, meaning "call of the sand hill crane". Banks and stores opened quickly, and like many railroad towns along the Peace River, Wauchula benefited from the phosphate boom, the endless citrus groves, and the roving cattle.

Banks, general stores, and other businesses swiftly opened, transforming the town into a vibrant rural center. Today, Wauchula is known for its natural attractions, laid back lifestyle, and enduring small-town charm, offering a small glimpse into Florida's rich frontier past while serving an important role in the state's agricultural backbone.



Today, Wauchula retains much of its historic character, particularly within the Downtown Core, which is designated as the Historic Downtown Commercial (HC1) District. The Downtown Wauchula Historic District is listed on the National Register of Historic Places and includes a concentration of historic buildings that reflect the City's architectural and cultural heritage. The H-C zoning district is intended to foster pedestrian oriented, mixed-use development that preserves the City's historic structures while accommodating compatible commercial and residential uses, an approach the CRA has consistently advanced through its programming, funding initiatives, and the goals of this Plan.



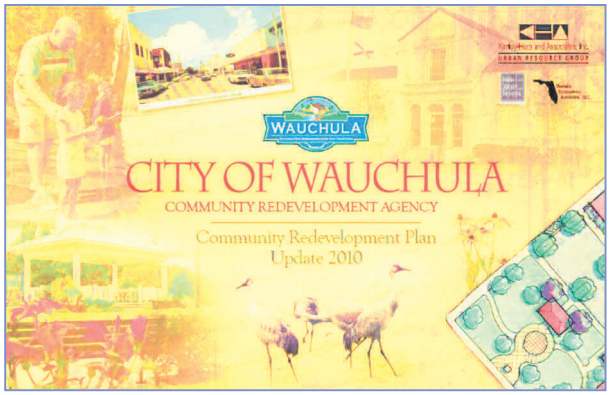
The CRA includes 1,690 parcels encompassing nearly the entirety of the City. Appendix 1 includes the City's current Zoning Map and the City's current Future Land Use Map. Those maps highlight the concentration of development in the downtown core as well as the broader distribution of land use and zoning throughout the CRA.

2. PAST PLANS

2010 PLAN REFERENCE

2026 Plan Update Note: The following planning areas and observations were originally identified in the 2010 CRA Master Plan. While significant progress has been made since that time, many of the opportunities and challenges identified in the 2010 Plan remain relevant today. The CRA has actively invested in projects and programs throughout the community to address these needs and advance redevelopment objectives. The 2010 Plan was intended to establish a long-term framework for revitalization, recognizing that implementation would occur over multiple planning horizons and funding cycles. The 2026 Plan builds upon this foundation by evaluating past accomplishments, recognizing continued needs, and refining priorities to guide future redevelopment efforts. Where key items are carried through to the 2026 Plan, the items have been underlined for ease of reference.

The CRA was originally established in 1997 and included at that time 75% of the City's boundary area. The City has grown since then through annexations and expanded City limits, and the boundary of the CRA has changed slightly since its original inception. The 2010 Plan researched small expansions of the CRA boundaries based upon the analysis of a required Finding of Necessity (FON). The CRA boundary was then expanded by 16 properties, bringing the percentage of the city which falls within CRA boundaries at 79% (below the 80% maximum threshold per F.S). The term of the CRA was also extended from the original 25 years to 30 years.



The 2010 Plan divided the CRA into four distinct geographic areas to allow for more targeted use of CRA funds for projects and improvements. The four areas included:

1. Downtown Core. Centered along Main Street, the Downtown Core was recognized for its historic character, mixed uses, traditional street network, and pedestrian-friendly design, but faced challenges such as vacant storefronts, limited leasable space for small businesses, and inadequate signage.

Key redevelopment prospects included the Coker Fuel Building, enhanced wayfinding signage, and expanded pedestrian and multimodal connections along Orange Street, 8th Avenue, and Palmetto Street.

2. North CRA. The North CRA is a primarily residential district located north of Oak Street, extending to the northern CRA boundary and including areas east and west of US 17. It features a mix of established neighborhoods and vacant or agricultural land, particularly in the northeast and northwest quadrants. The area benefits from a mature tree canopy, Oak Street Park, and proximity to downtown, but faces challenges such as limited pedestrian infrastructure, industrial-residential adjacency, minimal buffering, and aging building facades and signage.

   While the North CRA offers natural assets and park space, it struggles with inadequate sidewalks, industrial encroachment, and visual blight from unscreened uses and deteriorating facades. Strategic improvements include sidewalk upgrades along Florida Avenue and Townsend Street, development of vacant land for infill housing, and the addition of neighborhood parks and gateway features to enhance community identity.

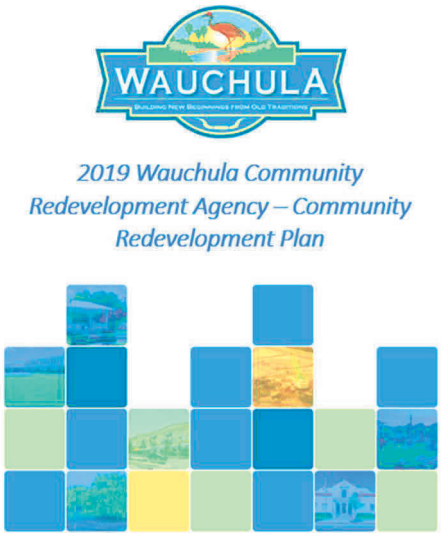
3. South CRA. The South CRA is the second main residential area of the City and includes properties south of Bay Street to approximately Stenstrom Road. Includes some properties east and west of US 17. This district features a mix of residential and non-residential uses, including medical facilities and multiple parks and recreation areas. Despite these assets, the South CRA faces several challenges, such as a lack of pedestrian infrastructure, an overconcentration of strip commercial development, deteriorating housing conditions, and concerns related to crime.

   While the South CRA benefitted from medical and recreational amenities, it struggled with poor pedestrian connectivity, aging housing stock, and a prevalence of strip commercial development that detracts from neighborhood cohesion. Key improvements include sidewalk upgrades

4. East CRA/ Peace River. The area is characterized by its abundance of publicly owned land and recreational assets, with potential for future redevelopment. However, it faces challenges such as incomplete sidewalk networks, lack of utilities east of the Peace River, and insufficient screening around public works facilities.

All four of these areas were further identified and researched, including specific information regarding the location and condition of existing sidewalks, stormwater management, and water and wastewater infrastructure.

2019 PLAN OVERVIEW



The 2019 Plan presented a vision for the CRA that was developed with consideration and analysis of existing conditions within the City and CRA, and review of adopted City Plans. Building on previous plans and shaped by community input, the Plan outlines a comprehensive strategy to foster a unified, inclusive, and economically vibrant Wauchula. It is grounded in a detailed analysis of existing conditions, market trends, and stakeholder priorities, and divides the CRA into four distinct geographic areas to enable more targeted investment. Key elements of the 2019 Plan include:

- An updated Capital Improvements Plan (CIP) and Tax Increment Financing (TIF) projections to guide future investments.
- The development of parks and recreation plans to enhance quality of life and community identity.
- Extension of the CRA's term from 2027 to 2057, ensuring long-term redevelopment efforts.
- Advancements in affordable and workforce housing, including new mixed-use developments and rehabilitation projects.
- Economic development initiatives, such as façade grants, business incentives, and partnerships with Main Street Wauchula, Inc.

Major accomplishments include brownfield redevelopment, parks improvements, entryway signage and wayfinding, and ongoing neighborhood stabilization through grant programs. The 2019 Plan emphasized responsible development, adaptive reuse, infrastructure upgrades, and the creation of vibrant public spaces. It also prioritized community engagement, market analysis, and the alignment of redevelopment activities with the city's comprehensive plan and state statutes. These efforts laid the groundwork for continued progress and set the stage for the 2026 Plan update.

3. 2026 PLAN UPDATE

INTRODUCTION

The Amended and Updated 2026 Wauchula CRA Plan was developed in partnership with the City of Wauchula and the Community Redevelopment Agency to align with the City's Comprehensive Plan and ensure compliance with Florida Statutes §163.360, §163.362, and other applicable regulations. The 2026 Plan serves as an implementation-level document that translates the goals, objectives, and policies of the Comprehensive Plan into targeted redevelopment strategies by directing public investment and revitalization efforts to priority areas within the CRA. Consistent with statutory requirements, the Plan documents existing conditions, establishes redevelopment objectives, and outlines focused strategies to stimulate reinvestment, improve infrastructure and public facilities, expand economic opportunity, and support compatible land use patterns. Through this update, the CRA Plan reinforces the City's long-range vision for downtown revitalization, economic development, and sustainable growth while providing a coordinated framework for capital improvements and redevelopment actions within the CRA.

Building upon the foundation established in the 2019 CRA Master Plan, the 2026 Plan Update includes three key updated elements:

1. Updated Tax Increment Financing (TIF) projections and an updated Capital Improvements Plan (CIP);
2. Identification of potential redevelopment and catalyst opportunities; and
3. Continued investment in neighborhood stabilization through CRA, state, and federally funded grant programs.

The Plan establishes a targeted, long-range framework to guide investment, redevelopment, and policy. Evolving alongside community priorities and updated in accordance with Chapter 163, Florida Statutes, the updated Plan addresses ongoing needs, remedies substandard conditions, and strengthens partner collaborations to advance strategic redevelopment and neighborhood-scale reinvestment. This Plan includes economic analysis, analysis of current and projected funding through TIF, redevelopment initiatives and programs including a CIP, and goals for the CRA. To ensure the Plan remains responsive to changing conditions and community priorities, it should be reviewed annually and updated as needed. More comprehensive evaluations and updates are recommended every five to seven years, or when significant economic, market, demographic, or redevelopment conditions warrant reassessment.

The Plan identifies targeted projects and strategies that support the CRA's redevelopment objectives and statutory purpose. Equally important, the Plan reflects a community-driven vision that has been informed by stakeholder input, public investment priorities, and ongoing redevelopment efforts occurring throughout the City.

Development of the 2026 Plan included a review of numerous adopted plans, studies, and policy documents, including the City of Wauchula Comprehensive Plan, Land Development Regulations, City of Wauchula most recent Capital Improvements Program, limited CRA Market Assessment and socio-economic analysis (prepared by Kimley-Horn), Downtown Wauchula Market Study & Vision Plan (commissioned by others in partnership with the City), Parks Master Plan, and other relevant planning initiatives. These documents provided the foundation for identifying redevelopment opportunities, establishing priorities, and ensuring consistency with the City's long-term vision.

Additionally, the 2026 Plan includes baseline socio-economic and demographic data for the City as a whole prepared by Jessica Rossi, AICP (Kimley-Horn). Overall, the City has experienced a slight population decline since 2010, with an average annual population change of approximately -0.5 percent; see also Socio-Economic and Demographic Data for a snapshot below. As illustrated below, the City of Wauchula has experienced little to no population growth as a whole and has experienced some level of downward shift in population since 2010. Residents of the CRA tend to be younger than the County as a whole and also has a slightly larger persons per household size than the County. When compared to Hardee County, the CRA experiences a lower median age of approximately 32 years old as compared to 37 in the County. These numbers tend to reflect a younger population as compared to other communities in this portion of the State. This may also be attributed to a growing active adult/retiree population locating to the County. The CRA also has a higher rate of owner-occupied housing at 52.4%, indicating more established residential trends and less dependency on rental properties.

SOCIO-ECONOMIC AND DEMOGRAPHIC DATA

DEMOGRAPHIC COMPARISON

Wauchula CRA	4,861 2025 ESTIMATED POPULATION	32.2 MEDIAN AGE	46.1% RESIDENTS AGED 25-64 (PRIME WORKING YEARS)	82.8 DIVERSITY INDEX
	-0.50% ANNUAL GROWTH RATE SINCE 2010	52.4% % OWNER HOUSEHOLDS	2.88 AVG. HH SIZE	14.4% % ADULTS WITH BACHELOR'S DEGREE+
Hardee County	25,184 2025 ESTIMATED POPULATION	37.7 MEDIAN AGE	49.2% RESIDENTS AGED 25-64 (PRIME WORKING YEARS)	80.5 DIVERSITY INDEX
	-0.60% ANNUAL GROWTH RATE SINCE 2010	38.9% % OWNER HOUSEHOLDS	2.78 AVG. HH SIZE	13.9% % ADULTS WITH BACHELOR'S DEGREE+

ECONOMIC COMPARISON

Wauchula CRA	339 BUSINESSES	21.6% LARGEST SECTOR: GOVERNMENT	31.7% WHITE COLLAR OCCUPATION	57.9% HH EARNING LESS THAN $50K ANNUALLY
	2,647 JOBS	54.5 EMPLOYEE/ POPULATION RATIO	$36,272 MEDIAN HH INCOME	4.6% UNEMPLOYMENT RATE
Hardee County	754 BUSINESSES	19.9% LARGEST SECTOR: GOVERNMENT	42.4% WHITE COLLAR OCCUPATION	42.5% HH EARNING LESS THAN $50K ANNUALLY
	6,934 JOBS	27.5 EMPLOYEE/ POPULATION RATIO	$59,071 MEDIAN HH INCOME	5.9% UNEMPLOYMENT RATE

HOUSING COMPARISON

Wauchula CRA	1,859 HOUSING UNITS	$104,514 MEDIAN HOME VALUE	5.8% HOMES VALUED OVER $400,000	40.1% RENTER OCCUPIED HOUSING UNITS
	1979 MEDIAN YEAR BUILT	20.2% HOMES BUILT AFTER 2000	59.2% % OF SINGLE-FAMILY HOUSING UNITS	34.0% % OF MULTI-FAMILY HOUSING
Hardee County	10,183 HOUSING UNITS	$129,400 MEDIAN HOME VALUE	8.7% HOMES VALUED OVER $400,000	23.8% RENTER OCCUPIED HOUSING UNITS
	1985 MEDIAN YEAR BUILT	25.0% HOMES BUILT AFTER 2000	60.2% % OF SINGLE-FAMILY HOUSING UNITS	10.5% % OF MULTI-FAMILY HOUSING

RECENT ACCOMPLISHMENTS

The CRA has experienced a period of significant investment and implementation both public and private, resulting in the completion of several transformative projects and programs throughout the redevelopment area. During this time, the CRA continued to advance the vision established in the 2019 Community Redevelopment Plan while furthering the objectives of community redevelopment as outlined in Chapter 163, Part III, Florida Statutes. These efforts including those undertaken by the CRA's partners including the IDA/TDG were achieved through the efforts and contributions of the City, CRA, MSW, IDA, other public agencies, nonprofit organizations, and private sector investment.

Building upon a foundation of prior successes, the CRA has continued to make strategic investments that enhance economic development, transportation, community character, and quality of life. These efforts have complemented and expanded upon earlier initiatives, including the Town Center Parking Lot, downtown wayfinding and gateway signage improvements along U.S. 17, Heritage Park enhancements and associated parking improvements, and the successful public-private redevelopment of the former Coker Fuel Building. Collectively, these investments have strengthened the CRA and the City of Wauchula, improved public infrastructure, and positioned the community for continued revitalization and long-term economic growth. The following are specific accomplishments that have occurred as part of the CRA's enhanced planning and implementation programs established in the 2009 and subsequent Plans.





HISTORIC AUDITORIUM RENOVATIONS

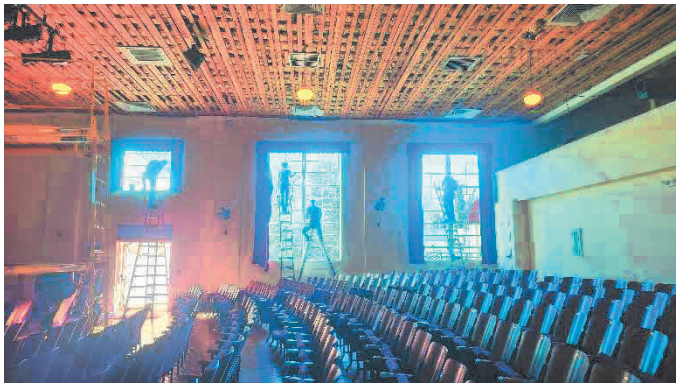
The Wauchula CRA has long prioritized the revitalization of the City's historic City Hall auditorium, first identified as a catalyst project in the 2010 CRA Master Plan. This priority continued in the 2019 Master Plan Update under Cultural & Recreational Resources, which emphasized partnering with local organizations to bring cultural programming and activities back into the historic auditorium.

Over the years, incremental improvements supported efforts to restore this once-thriving theater. Significant momentum occurred in 2022 when the CRA received a $300,000 contribution from Mosaic, followed by the award of a Historic Preservation Grant later that same year.

Using the Mosaic funding, the CRA issued an RFP for the installation of a modern audio/visual system, including a new movie projector and screen, speakers, monitors, a sound board, and stage lighting. These upgrades were intended to enhance performances, reactivate a theater group, attract visiting performers, and elevate the quality of film and event programming. Work on the A/V system started in June 2023 and was complete in April of 2024.



The Historic Preservation Grant, awarded in July 2022, supported additional structural and accessibility improvements. These included renovation of the auditorium ceiling, refurbishment of the historic windows, and the creation of both front- and rear-stage accessibility, including improvements to backstage restrooms and dressing rooms. Construction for these components was completed in 2026.





Together, these investments represented major steps toward restoring the historic auditorium as a cultural anchor for downtown Wauchula and a vital community gathering space.

COKER FUEL

The Coker Fuel property (often designated as a key Catalyst Site or targeted redevelopment parcel in downtown) was identified for adaptive reuse and environmental remediation to eliminate blighting influences and activate industrial/ commercial corridors. Given its historic industrial/fuel distribution use, the plan highlights the site as a priority for Brownfield assessment, environmental testing, and cleanup funding to prepare the parcel for safe re-use. The property was targeted in part due to its strategic location near the core district and was acquired providing an opportunity aimed at spurring private investment, transforming a former light-industrial eyesore into an active community asset (such as commercial, light industrial/maker space, or mixed-use redevelopment). Redevelopment of this property also served as a vital component of the Main Street visual corridor enhancement, improving edge conditions between industrial zones and the surrounding commercial/downtown district while strengthening connectivity to key transport links.

Public-Private Partnership Focus: The plan framework positioned the site for CRA incentive deployment (e.g., facade/site improvement grants, infrastructure assistance) to attract private developers capable of revitalizing the footprint.

PARKING LOT IMPROVEMENTS



Parking has remained a consistent focus of both the CRA and the City since adoption of the 2010 CRA Plan. Overall, walkability and proximity to parking are generally considered acceptable, with most downtown parking areas located within a short and convenient walking distance of businesses. However, the Market Study identified concerns specific to on-street parking along Main Street, noting that the placement of concrete planters creates both physical and visual barriers that discourage use of these spaces due to concerns about potential vehicle damage. A key recommendation carried forward into this Master Plan is to pursue a "refresh" of the Main Street corridor, including evaluating opportunities to redesign or remove the existing concrete barriers to improve functionality, visibility, and overall downtown usability.

As noted in the Market Study, the City initiated a milling and resurfacing project along East Main Street (SR 636) to address pavement conditions and enhance the downtown streetscape. In addition, the Wauchula Community Redevelopment Agency completed parking improvements at the intersection of US-17 and Main Street, including construction of approximately 34,000 square feet of asphalt parking area along with associated lighting and landscaping enhancements.

In 2021, the City of Wauchula entered into an agreement with the Industrial Development Authority (IDA) for the conveyance of IDA-owned property along Highway 17 North, just north of Main Street. Under the agreement, the CRA committed to developing a public parking lot on the site, with one-third of the spaces reserved for IDA use. As part of this partnership, the City and IDA jointly submitted a Job Creation Grant application to the Florida Department of Economic Opportunity based on employment generated by R. Riveter, which was awarded in 2021. Construction began in September 2023 and resulted in 66 additional downtown parking spaces, supplemented with enhanced lighting and landscaping.





Collectively, the CRA's ongoing Parking Lot Enhancement Projects support the long-term Transportation and Mobility goals of the 2019 CRA Master Plan Update, which call for continued monitoring of downtown parking conditions and evaluation of parking capacity, facility design, placement, signage, accessibility, and overall functionality. These improvements support the CRA's ongoing planning efforts to ensure parking resources remain convenient, well designed, and supportive of redevelopment activity within the downtown area. These investments represent critical infrastructure improvements that enhance accessibility, support business activity, and improve the overall functionality and economic vitality of downtown Wauchula.

DOWNTOWN MARKET STUDY & VISION PLAN

In 2025, Wauchula completed a Downtown Market Study & Vision Plan to guide the revitalization of its historic downtown. The study was funded through a grant from the Florida Heartland Economic Region of Opportunity (FHERO) awarded to The Development Group and was spearheaded by Main Street Wauchula. The City, Hardee County, FHERO, and other community partners participated in the planning process and helped shape the resulting vision and recommendations. This initiative brought together Main Street Wauchula, the City, Hardee County, The Development Group, and FHERO to create a practical, action-oriented strategy for economic growth and community development.



The planning process was rooted in extensive community engagement, including surveys, stakeholder interviews, and roundtable discussions. Residents and business owners expressed strong pride in downtown's character and history, but also highlighted challenges such as vacant buildings, inconsistent business hours, and the need for more retail and dining options. The study's market analysis confirmed significant unmet demand in categories like restaurants, specialty food and beverage, apparel, and wellness-oriented retail, with over $87 million in annual retail leakage identified within the local trade area.

Physical improvements in recent years such as streetscape upgrades, parking enhancements, and public amenities—have laid a solid foundation for further investment. However, the study also identified ongoing challenges, including code compliance issues, visual clutter, and pedestrian safety concerns, particularly along Highway 17. Recommendations were made to refine land development codes, encourage adaptive reuse of historic buildings, and streamline approval processes to make downtown more attractive for new businesses and investors.

The Downtown Market Study & Vision Plan identified several key sites in Wauchula's historic core that offer significant potential for redevelopment and economic growth. Among these, the plan highlights opportunities for the adaptive reuse of 217 East Main Street for residential and educational purposes and the transformation of 121-125 West Main Street into a micro-retail emporium. Additional concepts include activating vacant buildings for new restaurants, mixed-use housing and office space, and establishing a brewery or maker hall to serve as a destination for both locals and visitors. These sites were selected for their strategic locations, existing infrastructure, and ability to catalyze further investment and activity downtown. Each development concept is designed to address specific community needs and market opportunities, such as increasing foot traffic, expanding dining and retail options, and providing new housing and business spaces. The plan emphasizes a mix of uses, hospitality, retail, residential, and entertainment to create a vibrant, walkable downtown environment. By focusing on these target sites and supporting them with incentives, streamlined approvals, and public-private partnerships, Wauchula is positioned to attract new investment, foster entrepreneurship, and enhance the overall quality of life for residents and visitors alike.

This Plan also pinpointed several key sites for redevelopment, including a proposed downtown hotel, new residential and educational uses, micro-retail spaces, and a brewery or maker hall. These projects are designed to catalyze additional investment and create a more vibrant, walkable downtown. To bridge the gap between large-scale projects and everyday

improvements, the plan also emphasized tactical interventions such as enhanced crosswalks, public art, facade grants, and creative uses for vacant storefronts. These strategies aim to boost downtown's appeal, support small businesses, and build confidence among investors and the community.

The completion of the Downtown Market Study & Vision Plan marked a significant milestone in Wauchula's ongoing revitalization efforts. Through robust community engagement, detailed market analysis, and strategic partnerships, the city now has a clear, actionable roadmap for strengthening its downtown core. The plan identifies both immediate opportunities and long-term strategies to attract investment, support local businesses, and enhance the quality of life for residents and visitors. By focusing on targeted redevelopment sites, improving the physical environment, and leveraging incentives, Wauchula is well-positioned to build on its recent successes and continue transforming downtown into a vibrant, welcoming destination for the entire community. Two example projects identified in the Plan included 206 West Palmetto, a phased mixed-use development, and George Burris Avenue / 5th Avenue Alley.

- 206 West Palmetto. The 206 West Palmetto concept proposes phased reuse of a vacant 15,400-square-foot building, starting with residential units and adding office space once the initial phase stabilizes, allowing a local developer to manage risk while building equity. The analysis shows that sequencing or modest public incentives can turn an otherwise infeasible project into a viable catalyst, bringing housing and jobs downtown and demonstrating how small investments can unlock full building reuse.
- George Burris Avenue / 5th Avenue. The George Burris Avenue / Fifth Avenue Alley catalyst reimagines an existing downtown street as a shared community space, using low-cost placemaking elements such as lighting, art, seating, and flexible closures to create an active corridor rather than just a pass-through. By enhancing what already works, the concept strengthens first impressions, supports adjacent businesses, and establishes a people-focused public realm that can host daily activity and special events in the heart of downtown.

Additionally, this Plan, developed in coordination with CRA staff, identifies three additional catalyst sites, with corresponding concept plans outlined in Chapter 8, Catalyst Sites.

PARKS

The Parks Master Plan was a major component of the 2019 CRA Plan and recognized the important role parks and recreational facilities play in advancing community redevelopment objectives. The Plan identified strategic investments in parks and open spaces as opportunities to enhance quality of life, strengthen community identity, support economic development, and improve the overall attractiveness of the CRA and Hardee County.

The Plan emphasized that parks and recreational facilities serve as more than community amenities; they function as catalysts for revitalization by providing gathering spaces, enhancing environmental sustainability, and supporting long-term economic growth. Investments in parks were identified as a means to:

- Strengthen community identity by providing accessible public spaces that bring together residents of all ages and backgrounds.
- Enhance environmental resilience through urban greening, shade creation, stormwater management, and other natural infrastructure benefits.
- Support economic development by increasing surrounding property values, attracting visitors, and encouraging investment in adjacent properties and neighborhoods.

- Improve quality of life and community well-being through expanded recreational opportunities, public gathering spaces, and long-term community benefits.

The Parks Master Plan has successfully guided several park redevelopment efforts, implementing the vision of the Plan into tangible community improvements. The CRA has invested both its own funds and grant funding to support park improvements throughout the City. A notable achievement is the completion of Parks at Peace River, which exemplifies the CRA's commitment to enhancing livability and advancing long-term revitalization goals. Additionally, several significant park enhancements identified in the Parks Master Plan and Farr Field Park have been implemented. Detailed descriptions of these projects are provided in Chapter 10: Neighborhood Impact and Affordable Housing. Separate from the Parks Master Plan, improvements at Heritage Park, including the installation of hanging plants and the introduction of seasonal banners, have contributed to a more vibrant community atmosphere, helping to position downtown Wauchula as an active and inviting destination for both residents and visitors.

In contrast, Seminole Park, originally identified in the 2019 Plan, has not been constructed. Since adoption of the 2019 Plan, the site has been reevaluated and is no longer planned for park development. The Plan has been amended to reflect a change in land use for the Seminole Park site, which has been redesignated for infill residential development. This decision followed a comprehensive reevaluation that considered the site's proximity to other recreational facilities, particularly Farr Field Park, and a demonstrated community need for additional housing in the area.

STRATEGIC PARTNERSHIP

MAIN STREET WAUCHULA, INC. (MSW)

The CRA maintains a strategic partnership with Main Street Wauchula, Inc. (MSW), which serves as a key implementation entity for redevelopment and revitalization efforts within the CRA District. Pursuant to an interlocal agreement among the CRA, the City of Wauchula, and Hardee County, tax increment revenues may be utilized to support marketing initiatives, arts programming, and community events that promote visitation, economic activity, and reinvestment within the CRA District. Through this partnership, MSW advances downtown revitalization efforts through business development, historic preservation, community engagement, placemaking activities, and special events consistent with the objectives of the Florida Main Street Program and the CRA Redevelopment Plan.

The 2019 Plan identified continued cooperation with the non-profit MSW as an essential strategy for advancing economic development and promoting businesses within the CRA district. This partnership has consistently proven successful, supported by aligned organizational goals, strong volunteer engagement, collaboration with downtown businesses, and active involvement from local government.

MSW maintains both a Main Street America accreditation and a Florida Main Street designation, demonstrating its commitment to preserving and revitalizing the historic downtown core. Over multiple years, the organization has played a central role in strengthening economic vitality, enhancing public engagement, and promoting the cultural identity of downtown Wauchula. Key accomplishments over the reporting periods included:

- Extensive Volunteer Support: Between the reported years, volunteers contributed more than 2,300 hours to activities that promoted downtown businesses, beautified public spaces, supported events, strengthened community pride, and celebrated local history.
- Business Support & Investment: MSW awarded over $13,000 in grants to assist downtown businesses, provided design assistance to property owners, and launched initiatives such as "We're Open on Saturdays" and social media campaigns to increase visibility and foot traffic.
- Major Community Events: The organization hosted large-scale events drawing thousands of visitors downtown, including the Wildcat Tailgate Party, Fall Festival, Hometown Christmas, and Shop Small Saturday, which repeatedly generated significant increases in sales and customer traffic for local businesses.
- Regular Downtown Programming: Ongoing activities such as Open Mic Nights, Palooza in the Park, and various in-store promotional events fostered community engagement and supported participating businesses.
- Youth and Entrepreneurial Development: The Student Business Fair expanded annually, supporting between 25–35 young vendors and nurturing local entrepreneurial skills.
- Cultural & Historic Preservation: Efforts included the Veteran Banner Program, Student Art Banner Program, annual Historic Ghost Tour, and progress on historic preservation grants—such as ranking among the top applicants statewide for support to the Hardee County Trust Building.
- Facility Enhancements: Projects included the acquisition of 250+ auditorium seat cushions for the Historic City Auditorium and other improvements supporting public use and events.

Collectively, these achievements highlight the effectiveness of the CRA's partnership with MSW in advancing economic development, strengthening the downtown business district, and enhancing the cultural vibrancy of the CRA area.

The CRA, City of Wauchula, Hardee County, and Main Street Wauchula should continue coordinating on an extension of their partnership agreement to build upon the success of ongoing redevelopment initiatives and community investments. Extending this partnership will support the continued implementation of projects, enhance opportunities to leverage additional funding and resources, and strengthen connections to community assets that contribute to the long-term vitality of the CRA District and the broader Wauchula community.

ADDITIONAL PROJECTS

The following projects are understood to be in the planning and/or development phases by various entities, including private development groups, The Development Group (TDG), Hardee County, and others. Collectively, these initiatives are anticipated to have a significant positive impact on both the City and the CRA. The projects range from redevelopment efforts to alleyway and streetscape enhancements and are identified below. It should be noted that all information, including plans, sketches, and conceptual materials, has been provided by the respective developers and was not prepared, proposed, or designed by Kimley-Horn and Associates, Inc. as part of this Plan.



FDEP RECOMMENDATION

The City and CRA have coordinated with the Florida Department of Environmental Protection (FDEP) on redevelopment efforts, including addressing persistent stormwater and drainage issues along Main Street. Existing conditions indicate that a segment of Main



Street, from the mid-block alley west to 7th Avenue, experiences significant ponding, particularly along the south side of the roadway. In response, FDEP provided conceptual renderings illustrating green infrastructure strategies, including the use of permeable paving materials supplemented by bioswales to improve drainage and water flow.

DOWNTOWN CORE PROJECTS

The Industrial Development Authority (IDA), doing business as The Development Group (TDG), advances economic development and redevelopment initiatives throughout the community. For clarity and consistency, the organization is referred to as TDG throughout this Plan. TDG has developed several projects within the downtown core that support redevelopment, economic development, and revitalization efforts within the CRA.



Current initiatives include the Downtown Alleyway and Parking Improvements Project, which will enhance pedestrian connectivity, improve accessibility, and modernize public parking facilities within the downtown core. TDG is also developing Gardens at Midtown, a residential project that will introduce new townhouse development along 8th Avenue while expanding parking resources to support nearby businesses and residents. In addition, the Multipurpose Facility at 217 E. Main Street will provide office and business incubator space designed to support entrepreneurship, small business growth, and workforce development opportunities. Together, these projects represent strategic investments that strengthen downtown's residential, commercial, and public infrastructure assets while supporting long-term economic vitality and redevelopment within the CRA District.



Together, these projects are intended to activate the area, complement surrounding uses, and provide adequate additional parking to support downtown activity. In addition, conceptual alleyway improvements illustrate opportunities to increase pedestrian activity and create an additional desirable public space.

4. CRA GOALS

1. Promote strategic redevelopment that incorporates family-friendly public spaces and advances the implementation of identified catalyst site concepts.
    - Prioritize CRA recommended projects and identify potential funding sources for initiatives outlined in the Downtown Market Study and Vision Plan, as well as the 2019 Market Assessment prepared by Kimley-Horn. Limited concepts from the Vision Plan have been incorporated into the CRA Master Plan to provide consistency and continuity in planning and redevelopment efforts across multiple partnerships and concepts identified as part of this Plan.

- Advance a balanced approach to implementation by pursuing both larger, long-term catalytic projects and smaller-scale, lower-cost initiatives, including select catalyst sites beyond those identified in the respective studies previously discussed and three (3) additional potential catalytic projects which include the Water Tower Site, 111 E Bay Street (Electric Substation/Food Truck Park), and 106 Main Street further described and discussed in *Section 8 Catalyst Sites* of this Plan. The Water Tower Site and 111 Bay Street are relatively low-cost projects which can be provided in the short-term and build community momentum while providing targeted public spaces.
- Seeking opportunities for collaboration with TDG, private developers, nonprofit organizations, and other public and private partners to leverage funding, investment, and organizational resources that advance redevelopment projects, expand economic opportunities, and support the long-term vitality of the CRA District.

2. Encourage commercial redevelopment along the U.S. 17 corridor, a priority redevelopment area, and support the redevelopment of vacant and underutilized properties within the Redevelopment Area through strategic commercial investment, adaptive reuse, and public private partnerships.
3. Encourage adaptive reuse and redevelopment of historic and underutilized buildings.
    - Support public-private partnerships as a key tool for delivering transformative redevelopment projects within the CRA.
4. Support implementation efforts that integrate drainage and infrastructure improvements to create a safer, more walkable, and better connected through public-private partnerships and redevelopment.
    - Build on the TDG alleyway project, and application FDEP drainage recommendations for Main Street, including coordinated mid-block stormwater management solutions that enhance pedestrian connectivity and support redevelopment.
    - Support drainage and infrastructure improvements throughout the Redevelopment Area to enhance connectivity, improve public safety, address existing infrastructure needs, and facilitate redevelopment and reinvestment within the CRA.
5. Expand placemaking initiatives that strengthen Wauchula's community identity, civic presence, and public life through investment in inviting public facilities, public spaces, gathering areas, and other community amenities throughout the Redevelopment Area.
    - Downtown Core: Reinforce downtown as the civic and cultural heart of the community by capitalizing on key catalyst opportunities, including the proposed library and senior center site and other public or semipublic facilities and spaces.
    - Placemaking and Community Character: Support public, private, and nonprofit partnerships that advance transformative placemaking projects, including alleyway improvements, Main Street Wauchula's mural program, streetscape enhancements, public art, gathering spaces, and other improvements that strengthen community character, connectivity, and sense of place.
6. Continue to prioritize the provision of additional public parking within the downtown core.
    - Ensure parking resources support existing businesses, future development, and identified catalyst sites while sustaining redevelopment momentum.
7. Support residential development and redevelopment that increases housing opportunities within the CRA, with a particular emphasis on workforce housing serving teachers, healthcare workers, first responders, and similar occupations.
8. Support marketing, the arts, and community events held in the CRA district under an interlocal agreement with the city and the county as allowed by F.S. 163.01.

9. Advance strategic redevelopment opportunities through property acquisition, public-private partnerships, and targeted investment that address redevelopment needs, encourage private investment, and improve the overall quality, appearance, and vitality of the Redevelopment Area.
    - Strategic Opportunities: Identify properties, sites, and improvement opportunities where CRA involvement can serve as a catalyst for redevelopment, improve connectivity, support community-serving uses, address redevelopment needs, or leverage additional public and private investment.
    - Neighborhood and Community Improvements: Support beautification, cleanup, property enhancement, and neighborhood improvement initiatives that address conditions of blight and contribute to attractive, accessible, and well-maintained areas within the Redevelopment Area.
    - Partnership and Investment: Collaborate with property owners, businesses, governmental entities, nonprofit organizations, and other community partners to leverage resources and advance projects that further the goals and objectives of the Redevelopment Plan
10. Leverage public-private partnerships (P3s) to advance catalytic redevelopment, community facilities, public spaces, and infrastructure improvements by combining public resources with private investment, expertise, and implementation capacity to achieve community goals that may not be feasible through CRA funding alone.

6. TAX INCREMENT FINANCING (TIF) PROJECTIONS

TIF GENERALLY

Tax increment financing (TIF) provides most of the funding for the Wauchula CRA. The Wauchula CRA was established in 1997, which is considered to be the "base year" of the CRA's TIF. F.S. 163.387 outlines the criteria for redevelopment trust funds and how CRAs must utilize their funding. As required by Florida Statutes, the base rates and a portion of any increases are directed to the general fund for both the City and County, and a portion of any increases in taxes beyond the base year for the properties within the CRA are provided to the redevelopment fund. This makes appreciating property assists and increasing property values very appealing for a CRA, as the increase in taxable property values increases the redevelopment fund, which allows for further redevelopment projects.

Raising money through TIF means that all monies used in redevelopment activities are locally generated and may be locally dispersed through the decisions made by the CRA itself. Community Redevelopment Agencies are not overseen by the State of Florida; this provides a CRA a unique strength to decide how to spend monies in its boundary. Redevelopment plans, however, must be consistent with local government comprehensive plans and the monies raised must be used in the boundary of the CRA. Consistent with the statutes, funds are deposited to a trust fund by the taxing entities (the City and County), after monies are received from the tax collector's office. The revenues can be used immediately as they are received to undertake programs, capital projects, or planning studies that serve the community redevelopment area. These funds may also be saved for a particular project or be bonded to maximize the funds available. This is something the CRA currently has listed as a goal; to further explore the use of bonding for future projects to maximize funds available. All monies and funds received from the TIF area must be reinvested back into the targeted area, specific to redevelopment purposes and programs, and not used for general government purposes.

The TIF projections contained in this Plan are subject to potential changes resulting from future state or legislative action related to homestead properties.

WAUCHULA TIF AND PROPERTY VALUES

Historical TIF growth within the Wauchula CRA has generally reflected broader economic conditions, including periods of slower growth associated with national economic downturns and more recent recovery trends. As reflected in historical revenue data, TIF revenues increased steadily in recent years, with total revenues reaching approximately $1.4 million in FY 2024. This growth is driven by increases in taxable property values within the CRA, supported by ongoing public and private investment. Since establishment of the CRA in 1997, total taxable value has increased significantly, rising from approximately $48.6 million in the base year to over $163 million in FY 2024.

The City of Wauchula and Hardee County both contribute to the CRA trust fund, with revenues generated from incremental increases in property values above the established base year. Recent trends indicate continued growth in both City and County contributions, reflecting strengthening market conditions and reinvestment within the CRA. Targeted public investments, including downtown improvements, park enhancements, and redevelopment initiatives identified in recent planning efforts, are expected to further support increases in assessed value and long-term TIF revenue growth.

PROPERTY USES

As part of this assessment, existing land uses for the 1,697 properties within the CRA, as identified by the Hardee County Property Appraiser, were analyzed for the period from 2020 through 2025. The purpose of this analysis, summarized in *Existing Property Use 2020-2025 Table,* is to illustrate how different land use categories have contributed to overall value growth over time and to identify uses that may be driving or lagging in assessed value.

This analysis should be considered within the context of the uneven distribution of land uses throughout the CRA, as well as the dominant role residential properties play within the district. Residential uses constitute the majority of parcels in the CRA, including 1,035 single-family parcels, 101 vacant residential parcels, and 82 multifamily parcels with fewer than ten units. While residential uses remain a critical component of the CRA, this analysis intentionally highlights nonresidential land uses due to their importance in supporting employment, market activity, and long-term revenue generation.

Within the CRA, vacant commercial properties account for 75 parcels, representing significant opportunities for adaptive reuse and reinvestment. In addition, one-story retail stores comprise 45 parcels and experienced an average assessed value increase of approximately 50 percent between 2020 and 2025, reinforcing market interest in commercial utilization and growth within the area. These trends help inform strategies to encourage additional and complementary nonresidential uses that can further strengthen economic activity within the district. A more detailed assessment of assessed value trends from 2020 to 2025 is provided in the Existing Property Use (2020–2025) table.

TABLE OF EXISTING LAND USE 2020-2025

Existing Land Use (in 2025)	Average of AV% Change from 2020 to 2025	# Parcels
Auto sales, auto repair and storage, auto service shops, body and fender shops, commercial garages, farm and machinery sales and services, auto rental, marine equipment, trailers and related equipment, mobile home sales, motorcycles, construction vehicle	55%	8
Churches	36%	35
Clubs, lodges, union halls	41%	3
Community Shopping Centers	36%	3
Counties (other than public schools, colleges, hospitals) including non-municipal government	73091%	28
Cropland soil capability Class I	-83%	2
Drive-in Restaurants	34%	3
Federal, other than military, forests, parks, recreational areas, hospitals, colleges	61%	1
Financial institutions (banks, saving and loan companies, mortgage companies, credit services)	34%	5
Grazing land soil capability Class II	2%	7
Homes for the aged	82%	2
Hotels, motels	175%	1
Insurance company offices	48%	1
Light manufacturing, small equipment manufacturing plants, small machine shops, instrument manufacturing, printing plants	31%	1
Lumber yards, sawmills, planing mills	23%	1
Miscellaneous Residential (migrant camps, boarding homes, etc.)	66%	2
Mixed use - store and office or store and residential combination	132%	17
Mobile Homes	79%	49
Mortuaries, cemeteries, crematoriums	92%	7
Multi-family - 10 units or more	48%	10
Multi-family - fewer than 10 units	102%	82
Municipal, other than parks, recreational areas, colleges, hospitals	57%	45
Nightclubs, cocktail lounges, bars	148%	1
Office buildings, non-professional service buildings, multi-story	14%	1
Office buildings, non-professional service buildings, one story	39%	28
Orchard Groves, citrus, etc.	-28%	2
Orphanages, other non-profit or charitable services	94%	5
Other food processing, candy factories, bakeries, potato chip factories	32%	1
Parking lots (commercial or patron), mobile home parks	10%	1
Private schools and colleges	57%	10
Privately owned hospitals	-2%	3
Professional service buildings	7228014%	19
Public county schools - including all property of Board of Public Instruction	20%	7
Repair service shops (excluding automotive), radio and T.V. repair, refrigeration service, electric repair, laundries, Laundromats	57%	15
Restaurants, cafeterias	58%	9
Retirement Homes not eligible for exemption	55%	1
Right-of-way, streets, roads, irrigation channel, ditch, etc.	0%	1
Single Family	70987%	1035
State, other than military, forests, parks, recreational areas, colleges, hospitals	8%	4
Stores, one story	50%	45
Utility, gas and electricity, telephone and telegraph, locally assessed railroads, water and sewer service, pipelines, canals, radio/television communication	34%	3
Vacant Commercial	3912600%	75
Vacant Governmental	0%	4
Vacant Industrial	10%	1
Vacant Residential	91902%	101
Warehousing, distribution terminals, trucking terminals, van and storage warehousing	52%	6
(blank)	-33%	6
Total Number of Parcels		1697

The map below provides a visual overview of assessed value changes within the CRA from 2020 through 2025. An accompanying map illustrates parcel-level growth patterns, categorizing properties by growth rates of less than 3 percent, 3 to 6 percent, 6 to 10 percent, and greater than 10 percent. *Table Assessed Values Percent Change of Properties 2020-2025* below summarizes the number of properties within each of these growth categories.

MAP 4: CHANGES IN ASSESSED VALUES

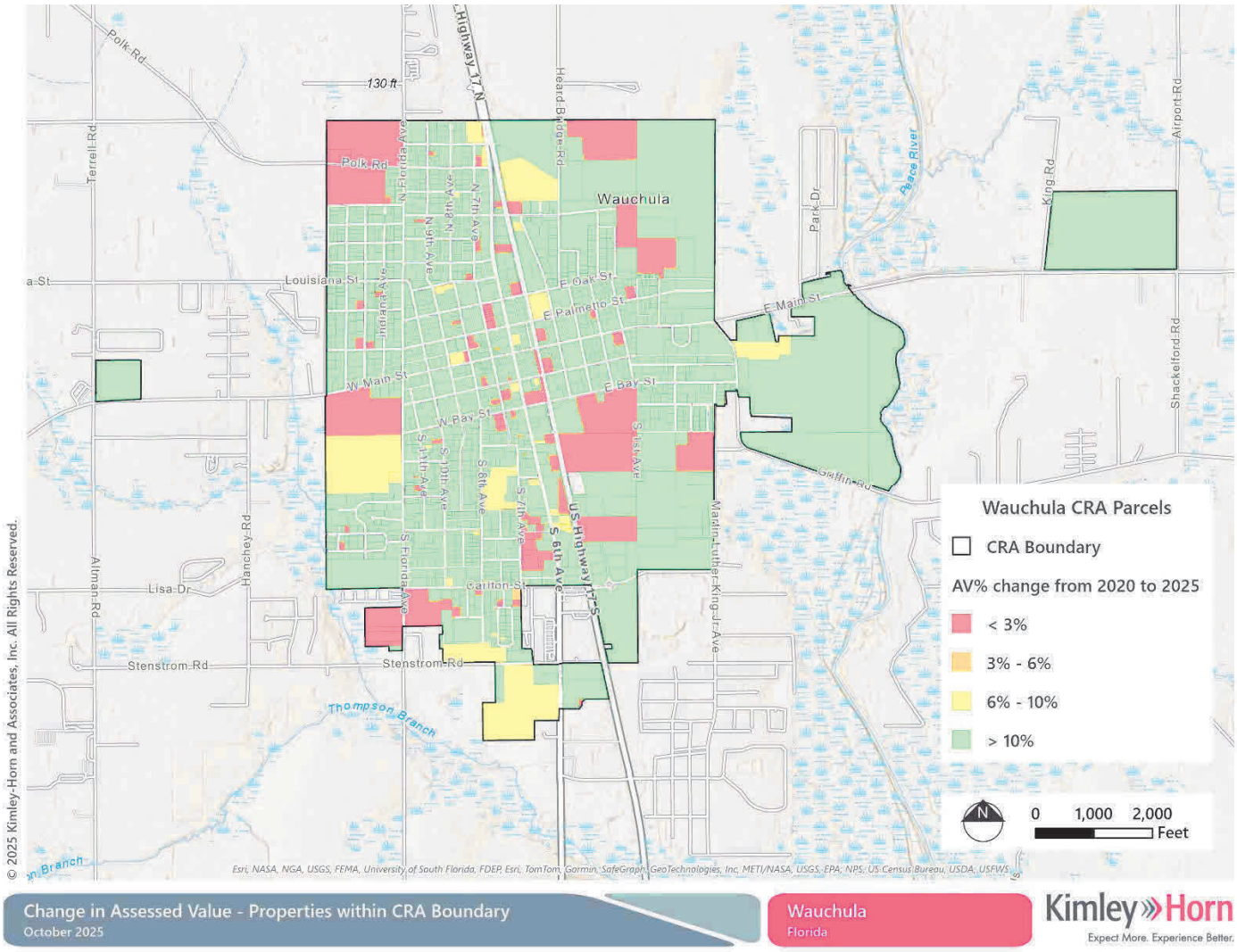


TABLE OF ASSESSED VALUES PERCENT CHANGE OF PROPERTIES 2020-2025

Percent Change	Number of Properties
< 3%	88
3% - 6%	1
6% -10%	31
>10%	1577

TAXABLE VALUE AND REVENUE PROJECTIONS

A ten-year taxable value and revenue projection has been prepared for the CRA Master Plan through FY 2035 with additional "visionary" projections through the term of the CRA (FY 2026). These projections assume modest growth (rate of natural increase) and where possible, have included information and projections that take into consideration one or more of the catalyst projects, projects identified in the Market Study and or those in partnership with The Development Group. Projections are for planning purposes only and are not intended to provide certain assurances or expectations as to the TIF Revenues received during the term of the CRA. It is further understood that the TIF Projections are modest to capture potential changes in economic conditions.

Based on historical trends and anticipated redevelopment activity, TIF revenue projections were developed assuming annual growth rates of 4.5 percent, 4.75 percent, and 5 percent. These projections are intended for planning purposes only and reflect moderate scenarios based on existing market conditions and anticipated reinvestment within the CRA.

Under the 4.5 percent growth scenario, annual TIF revenues are projected to increase from approximately $1.46 million in FY25 to nearly $2.3 million by FY35. The 4.75 percent growth scenario projects revenues reaching approximately $2.35 million by FY35, representing a moderate growth trajectory between the lower and upper projection ranges. Under the 5 percent growth scenario, annual TIF revenues are projected to reach approximately $2.4 million by FY35, reflecting a more accelerated growth pattern associated with successful implementation of catalyst projects, continued private investment, and strengthening market conditions within the CRA.

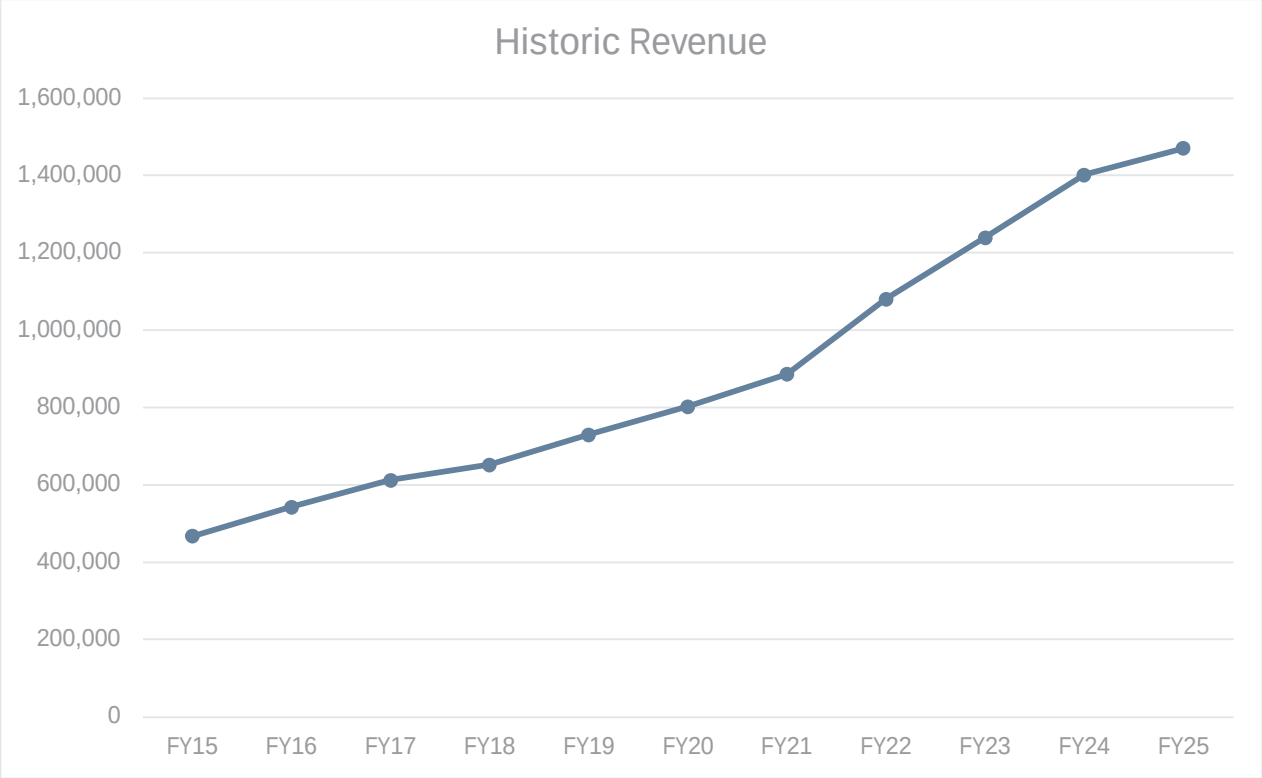
These projections do not account for major changes in CRA boundaries, reassessment practices, or significant external economic shifts, and should be updated periodically to reflect actual market conditions.

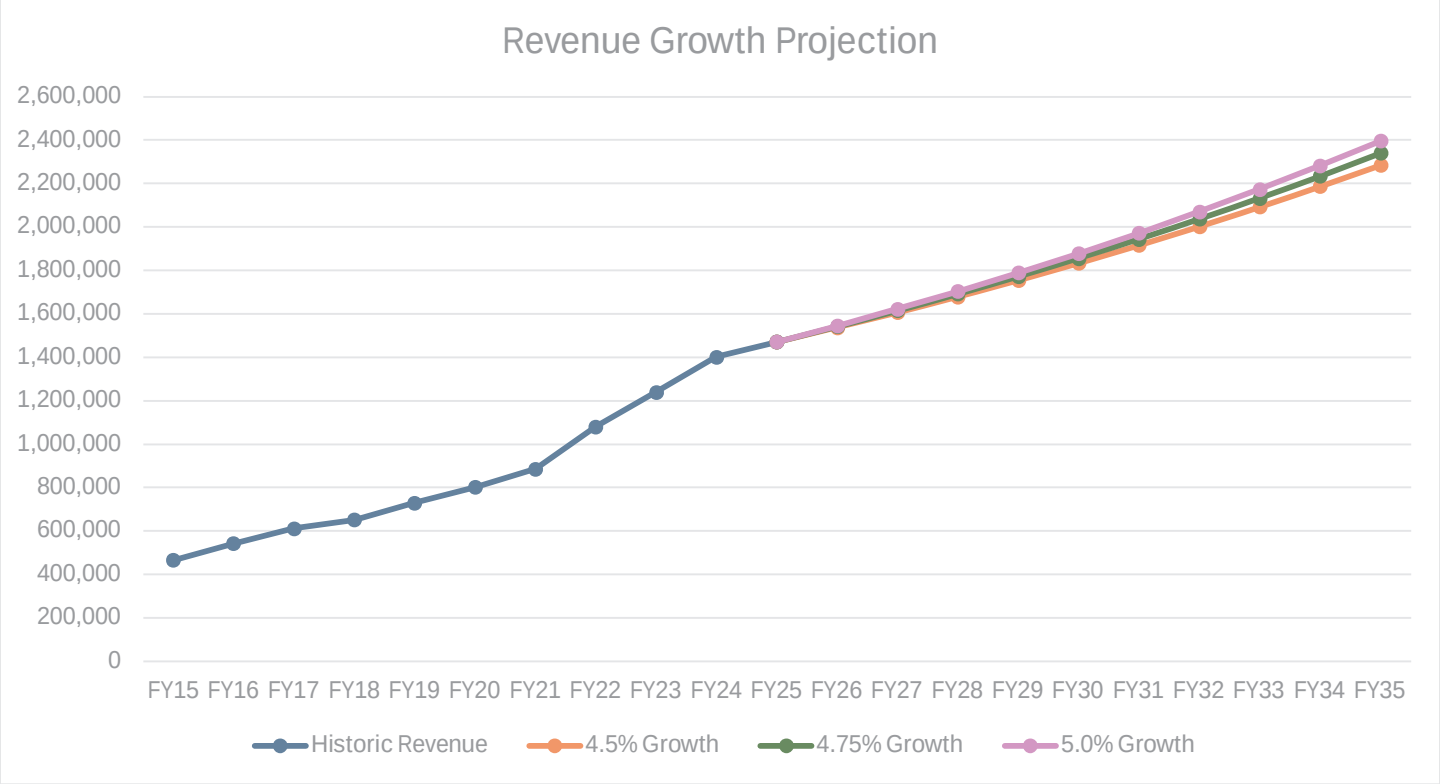
Historical TIF Revenue	
FY15	$467,453.00
FY16	$542,907.00
FY17	$612,387.00
FY18	$652,391.00
FY19	$729,711.00
FY20	$802,393.00
FY21	$885,938.00
FY22	$1,080,629.00
FY23	$1,239,706.00
FY24	$1,401,447.00
FY25	$1,471,519.00

Revenue Projections (4.5% Growth)	
FY26	$1,471,519
FY27	$1,537,737
FY28	$1,606,936
FY29	$1,679,248
FY30	$1,833,780
FY31	$1,916,301
FY32	$2,002,534
FY33	$2,092,648
FY34	$2,186,817
FY35	$2,285,224

Revenue Projections (4.75% Growth)	
FY26	$1,541,416
FY27	$1,614,633
FY28	$1,691,329
FY29	$1,771,667
FY30	$1,855,821
FY31	$1,943,972
FY32	$2,036,311
FY33	$2,133,036
FY34	$2,234,355
FY35	$2,340,487

Revenue Projections (5% Growth)	
FY26	$1,545,095
FY27	$1,622,350
FY28	$1,703,467
FY29	$1,788,641
FY30	$1,878,073
FY31	$1,971,976
FY32	$2,070,575
FY33	$2,174,104
FY34	$2,282,809
FY35	$2,396,949


Historic Revenue
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
FY15
FY16
FY17
FY18
FY19
FY20
FY21
FY22
FY23
FY24
FY25


Revenue Growth Projection
2,600,000
2,400,000
2,200,000
2,000,000
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
FY15 FY16 FY17 FY18 FY19 FY20 FY21 FY22 FY23 FY24 FY25 FY26 FY27 FY28 FY29 FY30 FY31 FY32 FY33 FY34 FY35
Historic Revenue
4.5% Growth
4.75% Growth
5.0% Growth

7. CAPITAL IMPROVEMENTS PROGRAM (CIP)

Consistent with the Community Redevelopment Act of 1969, the Community Redevelopment Agency (CRA) is authorized to plan, fund, and implement redevelopment programs, projects, and initiatives that advance the revitalization objectives of the redevelopment area. The Act also requires the identification of publicly funded capital improvements that support the implementation of the CRA's redevelopment goals.

The 2026 CRA Master Plan establishes a framework for continued investment within the redevelopment area through a coordinated program of capital improvements, redevelopment projects, and strategic initiatives. As implementation of the Plan progresses, projects will be prioritized, budgeted, and programmed based on available funding, community needs, and redevelopment opportunities. The Five-Year Schedule of Capital Improvements (CIP) has been prepared to identify projects anticipated for implementation during the planning horizon and to ensure consistency with statutory requirements.

Recognizing that community needs, market conditions, and funding opportunities evolve over time, the CRA will review and update the CIP annually. This process will allow the Agency to adjust project priorities, funding allocations, implementation schedules, and redevelopment strategies as circumstances warrant. Funding sources may include tax increment financing (TIF) revenues, municipal funding, grants, public-private partnerships, intergovernmental cost-sharing agreements, nonprofit contributions, and other available funding mechanisms.

The Five-Year Schedule of Capital Improvements identifies proposed projects, locations, estimated implementation timeframes, anticipated costs, potential funding sources, and consistency with the goals, objectives, and policies of the City’s Comprehensive Plan. Cost estimates are based on available project information, historical project costs, and prevailing market conditions at the time of Plan preparation.

Implementation of major capital projects within the CRA is anticipated to occur through a combination of existing and future capital budget commitments, TIF revenues, grants, and other funding sources. The CRA has evaluated and prioritized projects based on redevelopment needs, community benefits, and projected funding availability. The longer-term vision outlined in this Master Plan will continue to guide future updates to the Five-Year CIP and support strategic investment throughout the redevelopment area.

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
1st Avenue Sidewalk	Infrastructure	Roads	Bay Street	CRA	$13,000	2025-2026
Advanced Metering Infrastruction (AMI) Design and Installation	Infrastructure	Meter Reader	City-Wide	DEP	$4,750,000	2025-2026
Airport Deepwell Design	Infrastructure	Water	Airport	Legislative Appropriation	$1,332,938	2025-2026
Airport Fuel Farm	Infrastructure	Airport	Airport	FAA	$159,000	2025-2026
Airport Fuel Farm	Infrastructure	Airport	Airport	FDOT	$7,000	2025-2026
Airport Rotating Beacon and Tower	Infrastructure	Airport	Airport	Legislative Appropriation	$325,000	2025-2026
Airport T-Hangars- Design & Construction #1	Facility	Airport	Airport	Legislative Appropriation	$2,500,000	2025-2026
Airport T-Hangars- Design & Construction #2	Facility	Airport	Airport	Legislative Appropriation	$5,000,000	2025-2026
Alabama Street Roadway Improvements	Infrastructure	Roads	Alabama Street	FDOT	$359,888	2025-2026
Auditorium Improvements- Ceiling and Backstage	Facility	Historic City Hall	225 E Main St	CRA	$500,000	2025-2026
Auditorium Improvements- Fire Protection & ADA	Facility	Historic City Hall	225 E Main St	Legislative Appropriation	$2,500,000	2025-2026
Bay Street Sidewalk- 1600 Feet	Infrastructure	Roads	Bay Street	CRA	$26,000	2025-2026
Downing Circle Mill and Repave	Infrastructure	Roads	Downing Circle	General Fund	$230,000	2025-2026
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	CRA	$632,542	2025-2026
Farr Field Recreation Complex	Facility	Parks	Florida Avenue	Legislative Appropriation	$2,867,458	2025-2026
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	$10,000	2025-2026
Heard Bridge Water Line Loop Construction	Infrastructure	Water	Heard Bridge	TBD	$314,000	2025-2026
Heard Bridge Loop Construction	Infrastructure	Water	Heard Bridge Road	EDA	$1,000,000	2025-2026

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
Heritage Park Restroom Improvements	Infrastructure	Parks	Heritage Park	Legislative Appropriation	$500,000	2025-2026
Hidden Creek Street Lights	Infrastructure	Roads	Hidden Creek	General Fund	$50,000	2025-2026
Hogan Street Extension	Infrastructure	Roads	Hogan Street	Rural Infrastructure Grant	$441,125	2025-2026
In-Fill Housing Project	Facility	CRA	CRA Wide	CRA	$1,245,000	2025-2026
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2025-2026
New Terminal/Pilots Lounge- Design & Construction	Facility	Airport	Airport	Legislative Appropriation	$500,000	2025-2026
Paving/Parking at Warehouse	Facility	Parking Lot	1108 E Main St	Utility Fund	$100,000	2025-2026
Peace Drive Sewer Replacement	Infrastructure	Sewer	City-Wide	Utility Fund	$40,000	2025-2026
Power Plant Demolition	Infrastructure	Electric	Substation	Legislative Appropriation	$4,000,000	2025-2026
Power Plant Site Rehabilitation	Infrastructure	Electric	Substation	CRA	$1,000,000	2025-2026
Public Safety Essential Response Facility	Facility	Electric	1108 E Main St	Legislative Appropriation	$5,000,000	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	General Fund	$15,350	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	FDEM-HMGP	$184,300	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Utility Fund	$15,350	2025-2026
Public Works Fuel Station	Facility	Public Works	175 Griffin Road	Sanitation Fund	$15,375	2025-2026
Replace Sewer between Knollwood Circle and Farr Field	Infrastructure	Sewer	Walton	Utility Fund	$450,000	2025-2026

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
Riverview Heights Water Line Loop Construction	Infrastructure	Water	Riverview	TBD	$2,305,000	2025-2026
Riverview Heights Water Line Loop Design	Infrastructure	Water	Riverview	EDA	$195,000	2025-2026
Road Improvements-Oak, Bay, & Palmetto	Infrastructure	Roads	City-Wide	HUD	$2,000,000	2025-2026
Runway Extension Study, Design & Construction	Infrastructure	Airport	Airport	FDOT	$9,950,000	2025-2026
S. 8th Avenue Sidewalk	Infrastructure	Roads	8th Ave-Orange to Melendy	CRA	$61,000	2025-2026
Senior Center Design and Construction	Infrastructure	General	Oak Street	Legislative Appropriation	$3,000,000	2025-2026
Southwest Area Elevated Water Tower with Transmission Lines	Infrastructure	Water	Southwest	Legislative Appropriation	$8,212,789	2025-2026
Tennessee Street Roadway Improvements	Infrastructure	Roads	Tennessee Street	FDOT	$405,509	2025-2026
Underground Reconductoring at Valencia	Infrastructure	Electric	City-Wide	Utility Fund	$30,000	2025-2026
10th Ave Stormwater Pipe Lining (if not done with SCOP project)	Infrastructure	Roads	10th Ave-Peace to FL	General Fund	$250,000	2026-2027
10th Avenue Pedestrian, Roadway and Drainage Improvements	Infrastructure	Roads	10th Avenue	FDOT	$2,570,630	2026-2027

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
Abandon Sewer Behind Oak Forest- Reroute to Sunset Park	Infrastructure	Sewer	Oak Forest - Sunset Park	SRF	$300,000	2026-2027
Abandon Sewer Behind Stadium- Reroute to Orange Ave	Infrastructure	Sewer	Wildcat Way - Orange Ave	SRF	$743,000	2026-2027
Airport Deepwell Construction	Infrastructure	Water	Airport	Legislative Appropriation	TBD	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	FDOT	$25,000	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	FAA	$450,000	2026-2027
Construct Apron Expansion - Phase 1	Infrastructure	Airport	Wauchula Airport	Airport Fund	$25,000	2026-2027
Court Street Roadway Improvements	Infrastructure	Roads	Court Street	FDOT	$184,223	2026-2027
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FDOT	$5,000	2026-2027
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	FAA	$90,000	2026-2027
Design Apron Expansions - Phase 1 and 2	Infrastructure	Airport	Wauchula Airport	Airport Fund	$5,000	2026-2027
Hanchey Road Reconductoring (Engineering and Construction)	Infrastructure	Electric	Hanchey Road	Utility Fund	$100,000	2026-2027
Hardee Crossings	Infrastructure	Electric	City-Wide	Utility Fund	$10,000	2026-2027
Heard Bridge Water Line Loop Design	Infrastructure	Water	Heard Bridge	EDA	$170,000	2026-2027

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2026-2027
Resurface South Admin Parking Lot	Infrastructure	Parking Lot	126 S 7th Avenue	General Fund	$100,000	2026-2027
S. 7th Avenue Sidewalk	Infrastructure	Roads	7th Ave - Bay to Melendy	CRA	$54,000	2026-2027
Solar Farm Project	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
South Florida Avenue Water & Wastewater Extension	Infrastructure	Water/Sewer	S. FL Ave	EDA	$200,000	2026-2027
Turner Avenue Roadway Improvements	Infrastructure	Roads	Turner Avenue	FDOT	$441,323	2026-2027
Underground Knollwood	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
Underground Oak Forest/Crosby	Infrastructure	Electric	City-Wide	Utility Fund	TBD	2026-2027
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2027-2028
Industrial Park Access Road-Design	Infrastructure	Airport	Wauchula Airport	FAA	$30,000	2028-2029
Industrial Park Access Road-Design	Infrastructure	Airport	Wauchula Airport	Airport Fund	$30,000	2028-2029
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2028-2029
Replace Sewer from LS#3 Down Carlton Street	Infrastructure	Sewer	Farr Field - Carlton Street	SRF	$602,000	2028-2029
Industrial Park Access Road-Construction	Infrastructure	Airport	Wauchula Airport	FAA	$400,000	2029-2030
Industrial Park Access Road-Construction	Infrastructure	Airport	Wauchula Airport	Airport Fund	$100,000	2029-2030

Project	Type	Subtype	Location	Revenue Source Detail	Cost Allocation	Schedule (Fiscal Year)
LED Street Lighting	Infrastructure	Electric	City-Wide	Utility Fund	$70,000	2029-2030

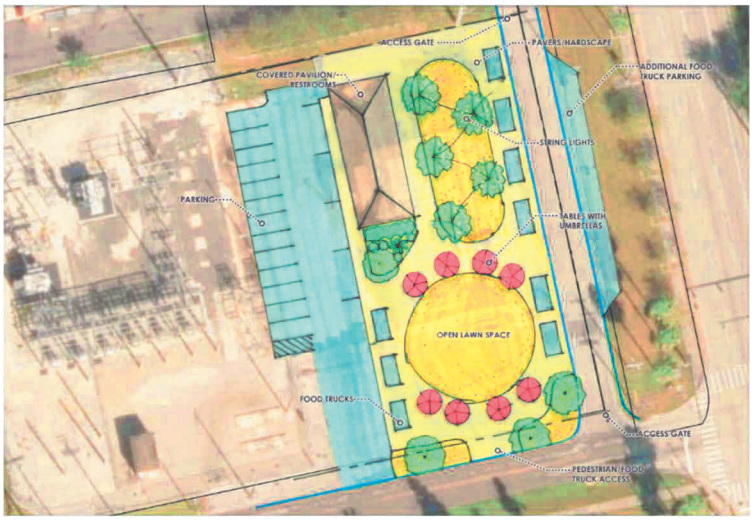
8. CATALYST SITES

The CRA Board and staff requested an analysis of potential catalyst sites that had the potential of either providing an opportunity for redevelopment of an existing site or providing some level of public infrastructure capable of attracting special events or similar to the downtown area. Consistent with the goals, objectives, and implementation strategies outlined in this Plan, these sites were selected based on their ownership, redevelopment potential, ability to support economic development and placemaking initiatives, and opportunity to address identified community needs. The sites were selected based on their ownership, proximity to downtown, reasonableness for development and/or redevelopment opportunities and the potential to address a dedicated need as well as desire within the community. The sites selected included:

1. 111 E Bay Street "Electric Substation". Located at the northeast quadrant of the intersection of U.S. 17 and East Bay Street, this approximately 1.46-acre site includes an existing electric substation and accessory building, with George Burris along the eastern boundary. The property features a paved driving aisle providing direct access to East Bay Street. Although currently serving a municipal infrastructure function, the site remains underutilized in terms of its broader potential to contribute to local economic activity.

   Owned by the City of Wauchula, the land is designated for commercial use under the Future Land Use (FLU) map and zoned C-2 Service Commercial. This presents a strong opportunity for redevelopment. Reimagining the substation site aligns with the City and CRA's shared vision for adaptive reuse – transforming underused or vacant properties into vibrant, productive community assets. Such redevelopment offers a strategy to enhance land utilization and reinforce the character and vitality of the surrounding neighborhood.

   The proposed plan recommends redeveloping the eastern portion of the property, which includes the removal of the accessory building adjacent to the existing electric substation. The shared drive aisle will be preserved and repurposed to provide additional

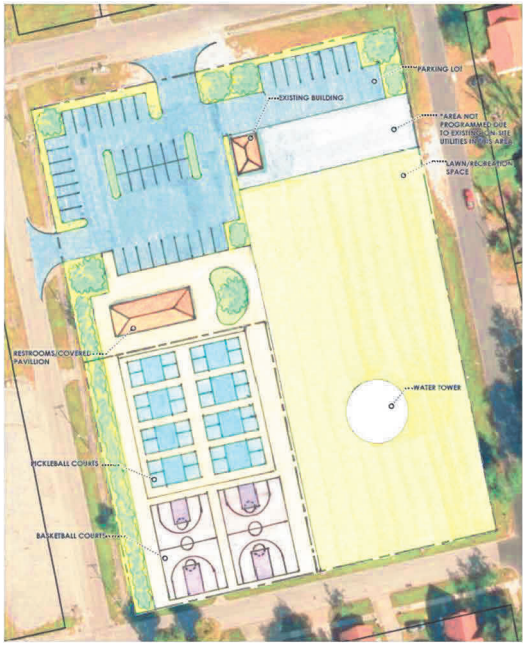


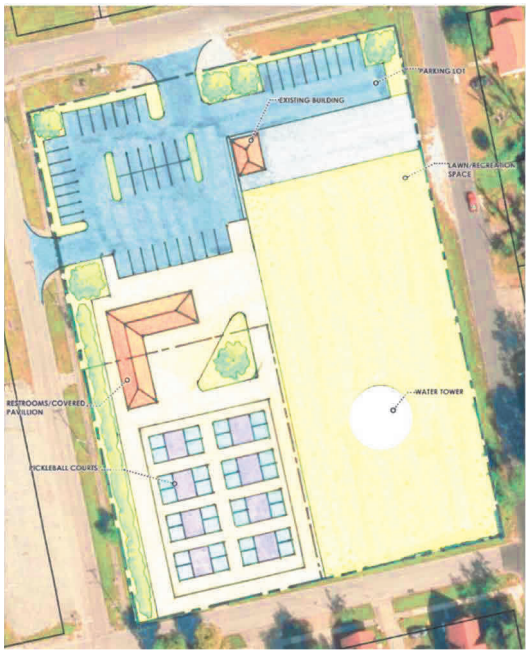


parking. The envisioned concept is a food truck park as it is a low-intensity, cost-effective redevelopment initiative designed for flexible use.

Strategically positioned to function as both a food destination and a vibrant community gathering space, the site is intended to accommodate seasonal or permanent food truck operations. The design includes open green space, communal seating, a covered pavilion with restrooms, and designated food truck pads. For larger events, overflow food truck parking will be available across George Burris Alleyway, with pedestrian walkways and crosswalks incorporated to ensure safe access. During such events, it is recommended that portions of George Burris Alleyway be temporarily closed to vehicular traffic.

Beyond daily operations, the site is adaptable for hosting special events such as farmers markets, fundraisers, and other community activities. While current regulations present challenges for food truck parking and operations, this centralized location aims to streamline compliance and generate revenue for the City. Additional design considerations include City or CRA-funded utility hookups, with costs offset through space rental fees. By reducing overhead through shared infrastructure such as prep areas, restrooms, and seating, the food truck park model addresses common financial barriers and promotes a diverse mix of vendors. This approach not only strengthens economic resilience but also contributes to the vibrancy defining the identity of Wauchula's downtown core.





2. "Water Tower Site". This site was identified in the 2019 Parks Master Plan as the proposed location for a skate park; however, it has since been reimagined to accommodate a larger multi-use area, additional parking, retention of the existing building, restroom and covered pavilion facilities, and new pickleball courts. Located in the northwest quadrant of East Palmetto Street and 3rd Avenue North, this approximately 2.19-acre site features an existing concrete recreation pad and a water tower. Prominently positioned within Wauchula's downtown district, the site has long been recognized for its potential to serve as a hub for youth engagement and active recreation. However, the area currently suffers from deteriorating infrastructure and limited amenities, which significantly reduce its usability and appeal. The property is designated for Public/Semi-Public use under the Future Land Use (FLU) map and zoned P/SP. Owned by the City of Wauchula, the property is designated for Public/Semi-Public use under the Future Land Use (FLU) map and zoned P/SP. While the site functions as a park, it is in a dilapidated state and requires substantial reinvestment to fulfill its intended role as a vibrant community space. Despite its current condition, the site was identified as a priority for redevelopment in the 2019 Parks Master Plan, and the CRA remains committed to advancing that vision.

3. 105 N 6th Avenue. Located at the northwest corner of Main Street and 6th Avenue, this 0.94-acre site spans two parcels in the heart of downtown Wauchula. The CRA-owned parcel fronting Main Street currently functions as a surface parking lot, with access from 6th Avenue and an alley along its eastern boundary and was originally developed as part of the 2010 Catalyst Site initiative. The lot is consistently used by visitors to nearby Main Street businesses; however, the adjacent proposed parcel is significantly underutilized and presents an opportunity to serve as a western "bookend" to the proposed project east of US-17. The northern parcel, owned by the City, is vacant and provides additional flexibility for coordinated and integrated development. Located within the downtown core, the combined properties offer a prime opportunity to activate Main Street frontage, strengthen commercial vitality, and introduce programming that complements surrounding businesses and civic amenities. This location is particularly well suited for a mixed-use concept that enhances pedestrian activity and contributes to the overall economic vitality of the district.





The property is designated as Historic Downtown Commercial (HC-1) under current zoning and has a Future Land Use classification of Commercial. Existing parking infrastructure can be leveraged to support new construction, reducing costs and improving feasibility. Potential development concepts include office and professional services to attract employment and daytime activity, ground-floor retail or restaurant space to energize Main Street, and public realm enhancements such as streetscape improvements, outdoor seating, and connectivity to adjacent blocks. The 2026 Plan provides three updated development concepts that both incorporate the recently constructed parking lot fronting Main Street. While building placement varies between the concepts, each situates new development toward the northern portion of the site, allowing access from both 6th Avenue and the alley along the western boundary. Conveniently located within the downtown core, the property offers strong potential for mixed-use development, including small-scale office space that can stimulate economic and social activity, support local business growth, and contribute to a more balanced and active downtown environment.

9. BONDING

Although not identified at this time, the CRA retains the ability to seek approval from its Board to perform bonding of projects for future improvements within the CRA. The ability for a CRA to perform the issuance of revenue bonds is outlined in F.S., 163.385; "When authorized or approved by resolution or ordinance of the governing body, a county, municipality, or community redevelopment agency has power in its corporate capacity, in its discretion, to issue redevelopment revenue bonds from time to time to finance the undertaking of any community redevelopment under this part, including, without limited the generality thereof, the payment of principal and interest upon any advances for surveys and plans or preliminary loans, and has power to tissue refunding bonds for the payment or retirement of bonds or other obligations previously issued."

Bonding of projects may help the City and CRA complete certain projects ahead of anticipated time frames. Projects that are seen as having high value, importance, or impact on the community may seek the ability to be bonded to perform at a sooner date. There are some notable provisions within F.S., 163.385, including: *"Bonds issued under this section shall be authorized by resolution or ordinance of the governing body; may be issued in one or more series; and shall bear such date or dates, be payable upon demand or mature at such time or times, bear interest at such rate or rates, be in such denomination or denominations, be in such form either with or without coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment at such place or places, be subject to such terms of redemption (with or without premium), be secured in such manner, and have such other characteristics as may be provided by such resolution or ordinance or by a trust indenture or mortgage issued pursuant thereto. Bonds issued under this section may be sold in such manner, either at public or private sale, and for such price as the governing body may determine will effectuate the purpose of this part."*

Further, per Florida Statutes, tax increment financing and revenues can be used immediately, saved for a future project, or can be bonded to maximum the funds available. Pertaining to the limitations of tax increment financing, any funds must be used for specific redevelopment purposes within the targeted area and not for general government purposes.

Rather than incrementally finance projects, which would require years to complete and may hinder timely delivery or effective cost management, it is recommended that the CRA and its Board allow for bonding to complete projects. While bonding may slightly increase costs due to interest payments, the resulting rise in property values and taxable projects may help offset these expenses. Additionally, the CRA may utilize targeted reinvestment of site-specific, generated TIF revenues to further offset project costs.

10. NEIGHBORHOOD IMPACT & AFFORDABLE HOUSING

The CRA has taken great strides to positively impact the community and redevelopment area. Since the 2010 CRA Master Plan implementation, the CRA has been heavily engaged in supporting projects and initiatives that further a broader goal of neighborhood stabilization and (positive) impacts to housing. In the past few years, the CRA has undertaken steps to:

- Increase the availability of affordable and workforce housing in Wauchula through a combination of project extensions, direct housing construction, strategic partnerships, and infill development initiatives, demonstrating a sustained commitment to implementing its Land Use goals.

- Create, expand and beautify parks to enhance quality of life, support economic development, strengthen community identity, and advance long-term revitalization goals identified in both the 2010 and 2019 CRA Master Plans.
- Strengthen community ties by supporting local businesses through rehabilitation incentive programs, TIF incentives, and promoting mixed-use and neighborhood serving commercial development that expands economic opportunities and housing choices for residents.

In addition, the CRA has undertaken programs that support local businesses, property improvements, redevelopment efforts, and economic investment that provide benefits to residents within the community. Although not tied directly to housing or neighborhood impact, CRA programs that support property improvements, façade enhancements, building rehabilitation, and redevelopment efforts contribute to economic development within the community. Through these programs, the CRA helps improve the quality and functionality of commercial properties, supports reinvestment in existing buildings, and encourages private investment that can indirectly create and retain jobs. Consistent with the programs identified in Chapter 5: CRA Programs/Partners, these efforts contribute to the long-term economic vitality of the Redevelopment Area.

HOUSING

Housing has been an ongoing priority for the Wauchula CRA. Following the Land Use goal to "Provide incentives to provide for both single-family and multi-family housing, as well as affordable and workforce housing, as needed", the CRA has continued to work with Palmetto 8 in hopes of seeing this project come to fruition. Palmetto 8 has experienced delays over the 4 years. Little progress was made in 2021. On December 13, 2021, the CRA Board approved to extend the grant agreement to September 30, 2022, with no further extensions allowed.

In June of 2021, the CRA successfully sold the first house under the Home Assistance Grant Program. This program is designed to meet a need for single-family workforce housing. The program was successful and the CRA continued to provide affordable and workforce housing in the CRA area with the construction of 3 additional homes in 2023.

PARKS

The CRA has long recognized parks, recreational amenities, and public spaces as essential components of community revitalization. In addition to improving quality of life for residents, investments in parks help strengthen community identity, support public health, attract visitors, and encourage private reinvestment throughout the Redevelopment Area. Building on past successes, the CRA will continue to prioritize strategic park, recreation, and public space improvements that enhance livability, expand recreational opportunities, and support broader redevelopment objectives.

Parks at Peace River

The Parks at Peace River initiative transformed the Peace River corridor and Crews Park into a premier recreational destination through a series of phased improvements that expanded river access, trails, recreational amenities, and community gathering spaces. These investments have enhanced access to one of Wauchula's most significant natural assets while creating opportunities for tourism, outdoor recreation, and community events.







Heritage Park

Heritage Park serves as a key civic gathering space within Downtown Wauchula. Recent improvements enhanced the park's flexibility and functionality, creating a more active public space capable of supporting community events, festivals, and everyday use.

The CRA should continue building upon these improvements by supporting additional placemaking initiatives, public space enhancements, and redevelopment projects that reinforce downtown's role as the civic and cultural heart of the community.



Farr Field Park

Farr Field Park represents one of the CRA's most significant ongoing park and recreation investments and reflects the implementation of priorities established in the 2019 CRA Master Plan Update and Parks Master Plan. Developed through extensive public engagement, the Parks Master Plan evaluated City-owned parks and identified opportunities to expand recreational amenities, improve access to

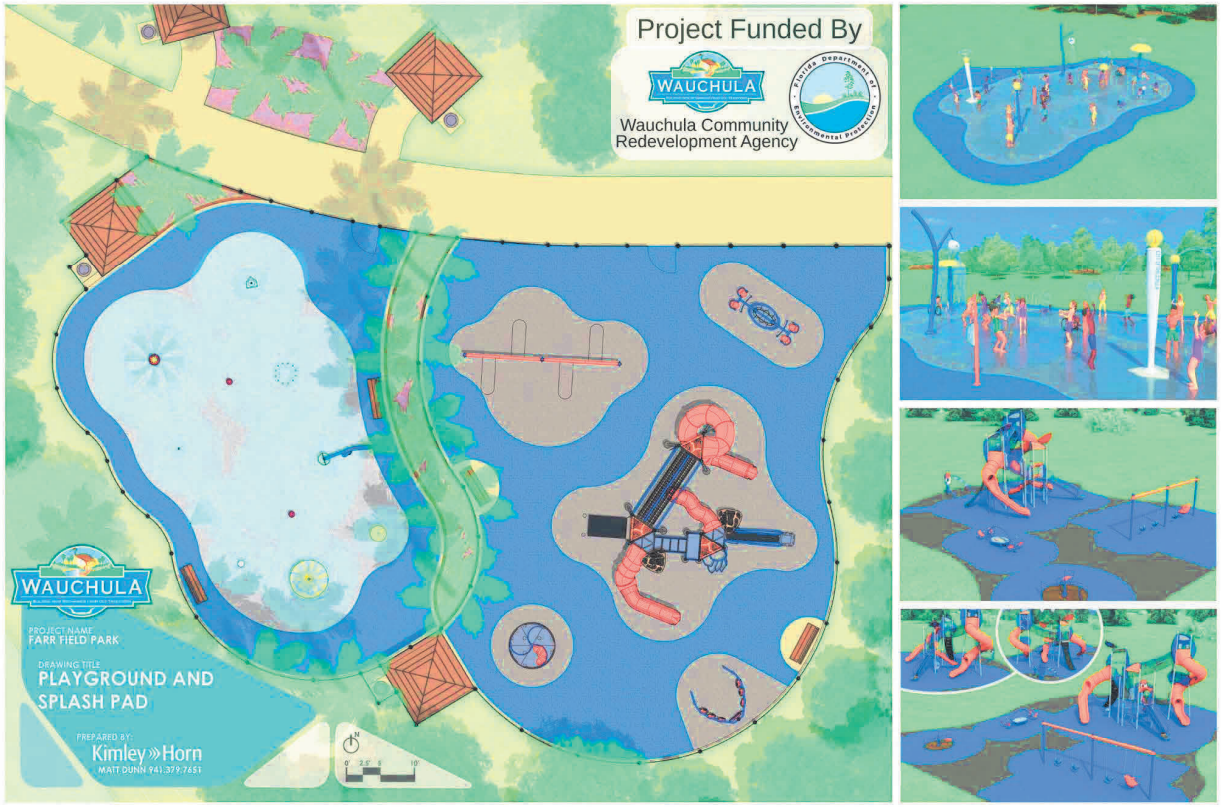


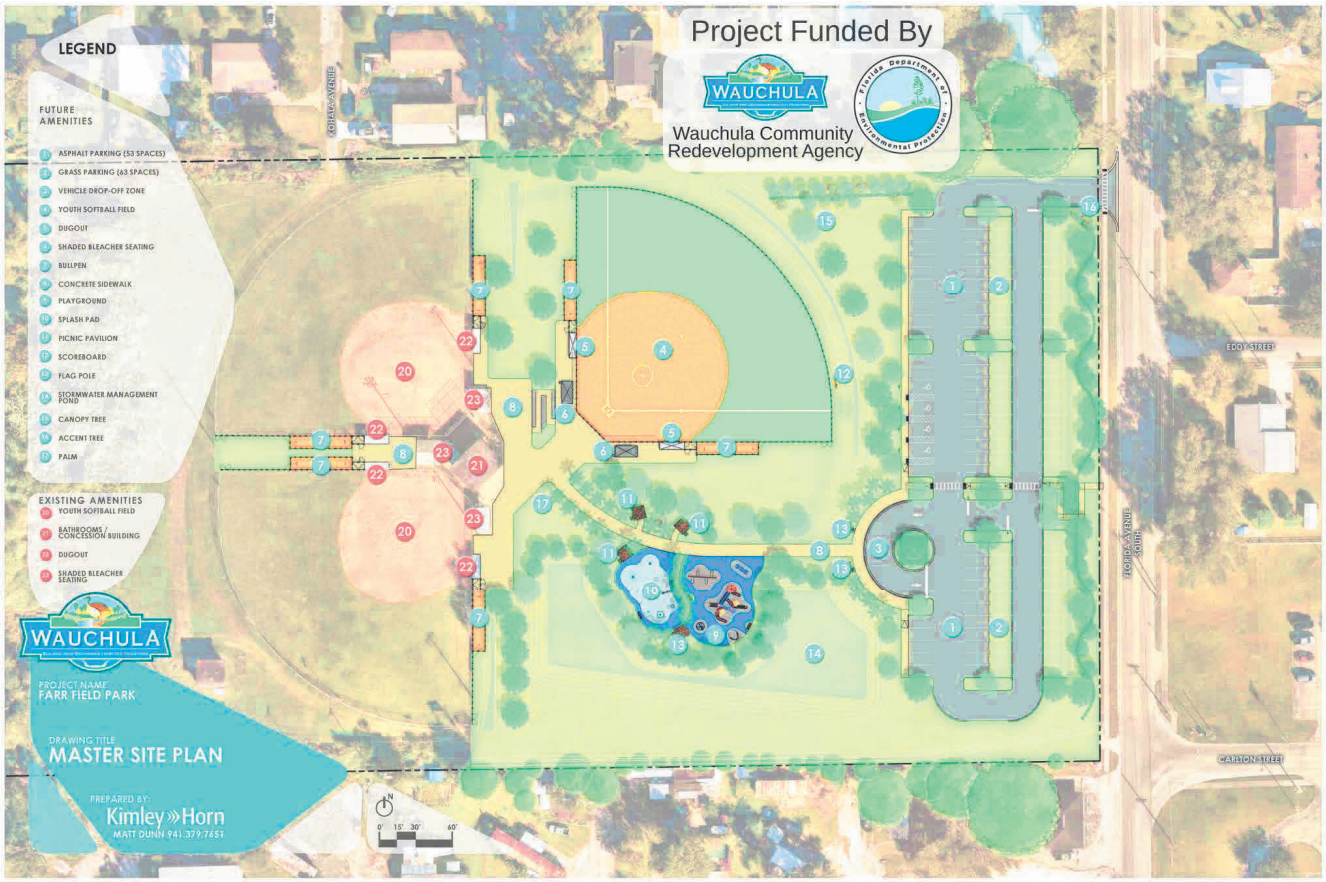
neighborhood parks, and create community gathering spaces that support quality of life throughout Wauchula.

Located in the southwest quadrant of the city, Farr Field was identified as an opportunity to address gaps in recreational access while providing amenities that serve residents of all ages and abilities. Improvements currently under construction include a new ADA-accessible playground, a splash pad, expanded pedestrian connections, additional parking, landscaping enhancements, and upgrades to the park's softball facilities. A key component of the project is the addition of a third softball field and modernization of existing facilities, enhancing the park's ability to host tournaments and regional events that attract visitors and support local businesses.

Beyond recreation, Farr Field demonstrates the CRA's continued commitment to leveraging partnerships and external funding sources to advance transformational projects. To date, funding has included contributions from the CRA, state and federal grant programs, and private-sector partners, including support from the Crews Foundation. Collectively, these partnerships have secured more than $3.69 million toward project implementation, illustrating how coordinated public-private investment can deliver community benefits that would be difficult to achieve through CRA resources alone.

The success of Farr Field provides a model for future CRA initiatives. As construction progresses toward completion, the project highlights how strategic investments in parks and recreation can strengthen neighborhood amenities, support tourism and economic activity, improve community health and wellness, and enhance overall quality of life. Moving forward, the CRA should continue building on this foundation by pursuing additional partnerships, grant funding opportunities, and catalyst projects that expand recreational access and support community revitalization throughout Wauchula.





Collectively, the CRA's investments in Parks at Peace River, Heritage Park, and Farr Field Park reflect a strategic and sustained commitment to enhancing quality of life, supporting economic development, and strengthening community identity within the redevelopment area. These projects advance the priorities established in the 2019 CRA Master Plan by leveraging parks as catalysts for reinvestment, expanding equitable access to recreational amenities, and reinforcing the role of public spaces as community anchors. Together, these completed and ongoing initiatives have established a strong foundation for continued revitalization, positioning the CRA to build upon this momentum through future enhancements, including redevelopment opportunities detailed in Chapter 8 Catalyst Sites.

11. CRA GRANT PROGRAM

There are a variety of grant and funding opportunities available to leverage the TIF funds received by the CRA. Having an updated Community Redevelopment Plan with identified capital improvement projects and program enhancements in place will increase the opportunities for support and funding for specific projects by providing an overall vision, community support, and technical implementation criteria. The following presents a summary of various grant and funding opportunities available, grouped by relevance to the CRA and the project list above. This listing is not intended to be exhaustive; there may be additional funding opportunities that can further assist with design and development assistance for the identified improvements. It is recommended during the annual review process that further review and update of available and

applicable funding opportunities be explored to determine applicability for specific project(s), as well as revisions to application procedures, guidelines, and dollar amounts. This list also identifies the specific projects identified by this Plan and or projects discussed throughout the Planning Process and the potential Grant (source).

The Grant matrix provided following Chapter 12 was prepared considering existing and available (possible) grants from public and private agencies. The grant listing is understood to not be exhaustive but to provide a higher-level listing and approach to non-traditional (i.e., TIF) revenues.

Note: These grant opportunities may fund some components of the proposed sites but are not expected to fund all. Where permitted by applicable program guidelines, public-private partnerships may provide opportunities to leverage federal and state grant funding for eligible project components that serve a public purpose.

12. OVERVIEW, SUMMARY & RECOMMENDATIONS

The Amended and Updated 2026 Wauchula CRA Plan reflects the Community Redevelopment Agency's continued commitment to addressing the physical, economic, and social conditions identified within the CRA. Building upon the vision and momentum established through the 2010 and 2019 CRA Plans, this update provides a strategic yet flexible framework to guide redevelopment activities for the remainder of the CRA's term. The Plan integrates recent market analysis, community input, and ongoing capital investments to ensure redevelopment efforts remain responsive to local needs and opportunities.

Over the past several years, the CRA has made meaningful progress in advancing housing initiatives, supporting local businesses, enhancing public infrastructure, and expanding parks and recreational assets. These efforts have contributed to improved quality of life, increased economic activity, and renewed confidence in downtown Wauchula as a place to live, work, and invest. The 2026 Plan builds on these successes by identifying targeted catalyst sites, aligning capital improvements with long-term goals, leveraging partnerships and grant opportunities to maximize public investment.

The recommendations outlined below are intended to reinforce the CRA's core priorities while allowing flexibility to adapt to changing market conditions, funding availability, and community priorities. Collectively, they emphasize strategic reinvestment, thoughtful placemaking, and continued coordination between the CRA, the City, and project partners.

The Plan includes a more detailed set of recommendations throughout its chapters, which collectively form the basis for the overarching recommendations summarized below.

RECOMMENDATIONS

- Continue to support responsible development and redevelopment of housing stock, with an emphasis on affordable and workforce housing opportunities located near downtown services, employment, and civic amenities.
- Advance economic development initiatives by incentivizing adaptive reuse of underutilized and historic buildings, supporting local and small businesses, and leveraging public-private partnerships to catalyze private investment.
- Implement and refine catalyst site concepts identified in this Plan to stimulate reinvestment, enhance connectivity, and activate underutilized properties, particularly those within and adjacent to the downtown core.
- Refocus and reimagine parks and recreation investments as catalyst projects by advancing redevelopment of the Water Tower Site as a signature multi-use recreational hub, evaluating enhancement and programming opportunities at Oak Street Park, and continuing long-term development and emphasis on Parks at Peace River as a flagship recreational, environmental, and economic asset within the CRA.

- Maintain a balanced implementation approach that includes both larger catalytic redevelopment projects and smaller-scale, lower-cost improvements that can be delivered in the short term to build momentum and visible progress.
- Continue to invest in transportation and mobility enhancements, including streetscape improvements, sidewalks, wayfinding, and parking facilities, to support walkability, business vitality, and downtown accessibility. This may also include the enhancement and incorporation of the City's alleyways creating both pedestrian connections but also can serve as community focal points and gathering spaces.
- Periodically evaluate the need for bonding or alternative financing tools to accelerate delivery of high-priority projects that provide broad public benefit and long-term economic return.
- Continue to utilize and expand the CRA and City's strong brand and small-town sense of place that has been established through projects and community improvements, honoring the community's historic character while supporting infill redevelopment projects.
- Encourage development and redevelopment that enhances walkability while preserving the scale, pattern, and character of adjacent residential areas. Design should prioritize active ground floors, pedestrian-focused building orientation.

GRANTS LISTING

#	Grant Name	Agency	Funding Max	Req'd Match	Grant Priorities	Types of Projects	Link to Site
1	Florida Small Cities Community Development Block Grant Program (CDBG)	United States Department of Housing and Urban Development (HUD)	*None; project awards from previous years range from $384,000 to $1,049,970*	No	Competitive Grant program to units of local government in small urban and rural areas. To be eligible for funding, an activity must meet at least one of the following National Objectives: 1. Benefit to Low-and Moderate-Income Persons - at least 51% of the beneficiaries must be low- and moderate-income persons (total household income is at or below 80% of the area's median income), 2. Elimination of Slum and Blight - eliminate conditions of	The program focuses on the following four funding categories: 1. Commercial Revitalization, 2. Economic Development, 3. Housing Rehabilitation, and 4. Neighborhood Revitalization Types of eligible projects: 1. Water and Sewer Improvements, 2. Rehabilitation of Substandard Housing, 3. Street and Sidewalk Improvements, 4. Economic Development Activities that Create Jobs for Low- and Moderate-Income People, 5. Downtown Revitalization, including Facade Improvements, Streetscaping, and Underground Utilities, 6. Park Facilities and Community Centers, and	https://floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program

					slum or blight as defined by state law and identified by the unit of local government on a spot or area basis, or 3. Address an Urgent Need - the activity must alleviate a condition that poses a serious and immediate threat to those living in the area. The condition must have occurred within 18 months of application. The unit of local government must demonstrate that it is unable to finance the activity on its own and that other funding is not available.	7. Drainage / Stormwater Improvements.	

2	Rural Business Development Grants	Rural Development U.S. Department of Agriculture (USDA)	No funding maximum but smaller requests are given higher priority. Please note: There are two types of RBDG projects, Opportunity grants and Enterprise grants. Opportunity type grants are limited to up to 10 percent of the total Rural Business Development Grant annual funding. Enterprise type grants must be used on projects to benefit small and emerging businesses in rural areas as specified in the grant application.	No	The purpose of the program is to promote economic development and job creation projects through the awarding of grant funds to eligible entities. Applications will compete in two separate categories, business opportunity grants and business enterprise grants, for use in funding various business and community projects that serve rural areas. Open to Public Bodies/Government entities, Indian Tribes, Nonprofits.	Enterprise Grant projects funded: 1. Training and technical assistance, such as project planning, business counseling and training, market research, feasibility studies, professional or/technical reports, or producer service improvements. 2. Acquisition or development of land, easements, or rights of way; construction, conversion, renovation of buildings; plants, machinery, equipment, access for streets and roads; parking areas and utilities. 3. Pollution control and abatement. 4. The capitalization of revolving loan funds, including funds that will make loans for start-ups and working capital. 5. Rural distance learning for job training and advancement for adult students. 6. Rural transportation improvement. 7. Community economic development. 8. Technology-	Rural Business Development Grants | Rural Development

						based economic development. 9. Feasibility studies and business plans. 10. Leadership and entrepreneur training. 11. Rural business incubators. 12. Long-term business strategic planning. Opportunity Grant projects funded: 1. Community economic development. 2. Technology-based economic development. 3. Feasibility studies and business plans. 4. Leadership and entrepreneur training. 5. Rural business incubators. 6. Long-term business strategic planning.	
3	Regional Rural Development Grant* two or more rural counties	Florida Department of Commerce	Up to $50,000 or $250,000		Eligible applicants include organizations made up of two or more contiguous rural counties, which agree to cooperatively establish an economic or tourism development office with a desire to develop, promote and	The program aims to encourage rural communities to leverage limited resources by utilizing regional economic development organizations to develop and implement long-term strategies. 1. Attract new businesses; 2. Grow existing businesses; and 3. Build the innovative and	Regional Rural Development Grant - FloridaJobs.org

					implement sound economic strategies to improve the quality of life of the areas they serve. Consultants may not apply. An organization may receive up to $50,000 or $250,000, if representing two or more rural counties, recommended by the Rural Economic Development Initiative and designated by the Governor. Applicants must provide: 1. A current organizational strategic plan (Organizations that do not have a current strategic plan will be required to use a portion of awarded funds to develop or update their plan.) 2. Letters of support and documentatio n of financial or in-kind	adaptive capacity of rural leaders who are active in decision-making roles in their communities.	

					support from each partner listed on the application; and 3. A full organizational budget.		
4	AARP Community Challenge Grant Program	American Associations of Retired Persons (AARP)	$25,000.00				2025 AARP Community Challenge
5	Community Planning Technical Assistance Grant	Florida Department of Commerce	$75,000.00				Community Planning Technical Assistance Grants - FloridaJobs.org
6	Rural Infrastructure Fund	Florida Department of Commerce					Rural Infrastructure Fund - FloridaJobs.org
7	Community Development Block Grant Disaster Recovery Grant Program	U.S. Department of Housing and Urban Development	DISASTER RELIEF				Community Development Block Grant Disaster Recovery Grant Funds | HUD.gov / U.S. Department of Housing and Urban Development (HUD)
8	Planning and Local Technical Assistance	U.S. Economic Development Administration (EDA)					Funding Opportunity: Planning and Local Technical Assistance

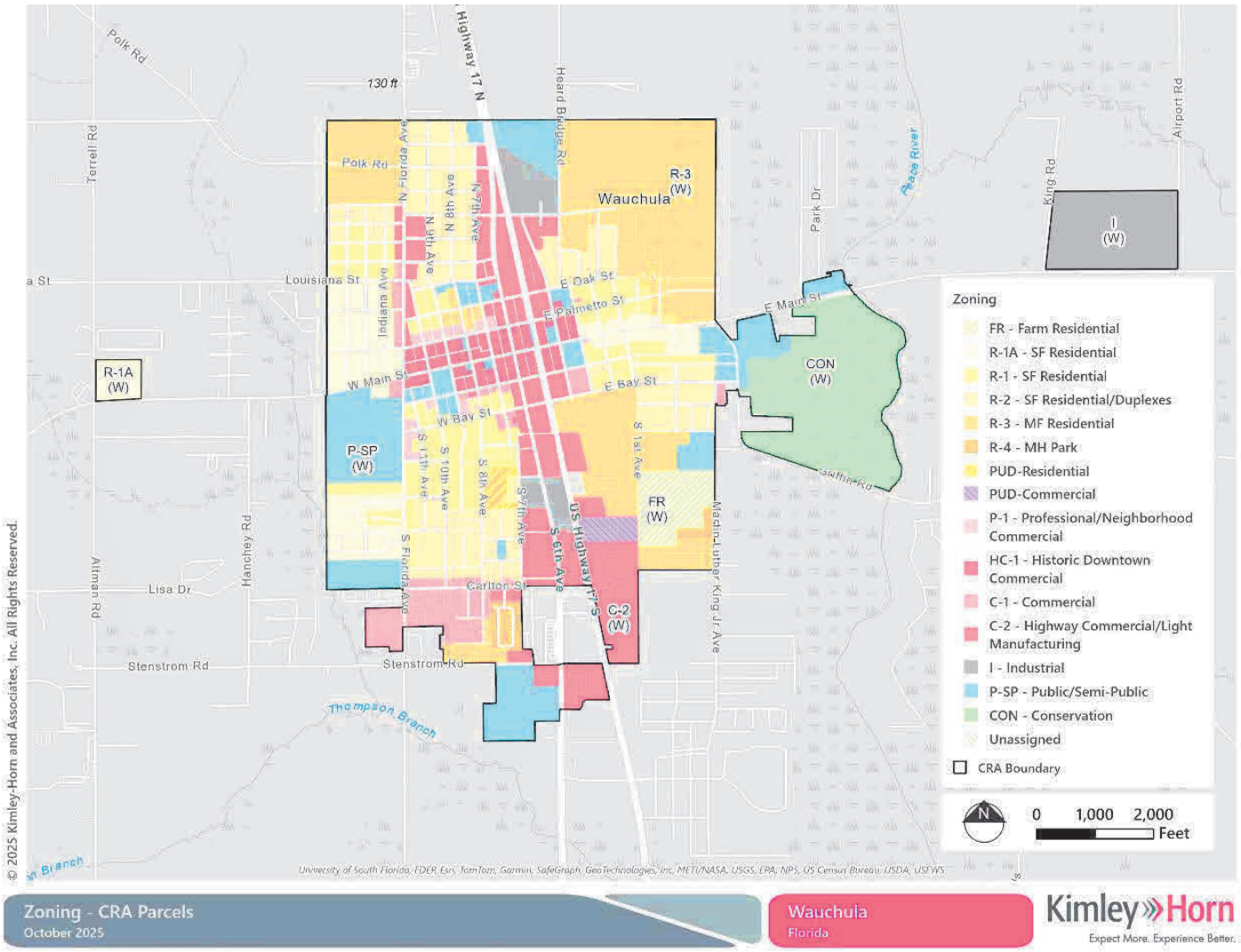
9	Recreational Trails Program	Federal Highway Administration					RTP: Application Process, Submission Cycles, and Funded Projects | Florida Department of Environmental Protection
10	Florida Recreation Development Assistance Program (FRDAP)	Florida Department of Environmental Protection (FDEP)	$200,000.00	Yes if over $50,000.00 requested. $50,001 to $150,000 requires 25% cost share $150,001 up to $400,000 requires 50% cost share	This is a competitive program which provides grants to local governmental entities for acquisition and development of land for public outdoor recreation use or to construct recreational trails.	A proposed FRDAP project must be for one of the three following categories: acquisition of land for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. acquisition projects are not eligible for retroactive costs. Costs for pre-acquired acquisitions are not eligible for reimbursement. Acquisitions cannot occur until after a project has been approved for funding.	https://floridadep.gov/sites/default/files/FY2025-2026%20FRDAP%20Application%20Instructions.pdf
11	Land and Water Conservation Fund	Florida Department of Environmental Protection (FDEP)	$1,500,000.00	50%	Competitive Grant Program for county governments and incorporated municipalities of the state of Florida and other legally	For development projects and acquisition projects - both have the same grant request maximum	https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-application-process-submission-cycles-and-funded

					constituted local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the general public.		
12	Resilient Florida Grants	Florida Department of Environmental Protection (FDEP)					https://floridadep.gov/rcp/resilient-florida-program/content/resilient-florida-grants#Apply%20for%20a%20Grant
13	Paul Brahn Historic Revitalization Grant - Subgrant to Historic Preservation Fund	National Park Service					https://www.nps.gov/subjects/historicpreservationfund/paul-bruhn-historic-revitalization-grants-program.htm
14	FEMA Hazard Mitigation Grant Program (HMGP)						
15	FEMA Flood Mitigation Assistance (FMA)						
16	FEMA Public Assistance Grant Program						https://www.epa.gov/fedfunds/fema-public-assistance-grant-program-available-water-and-wastewater-utilities

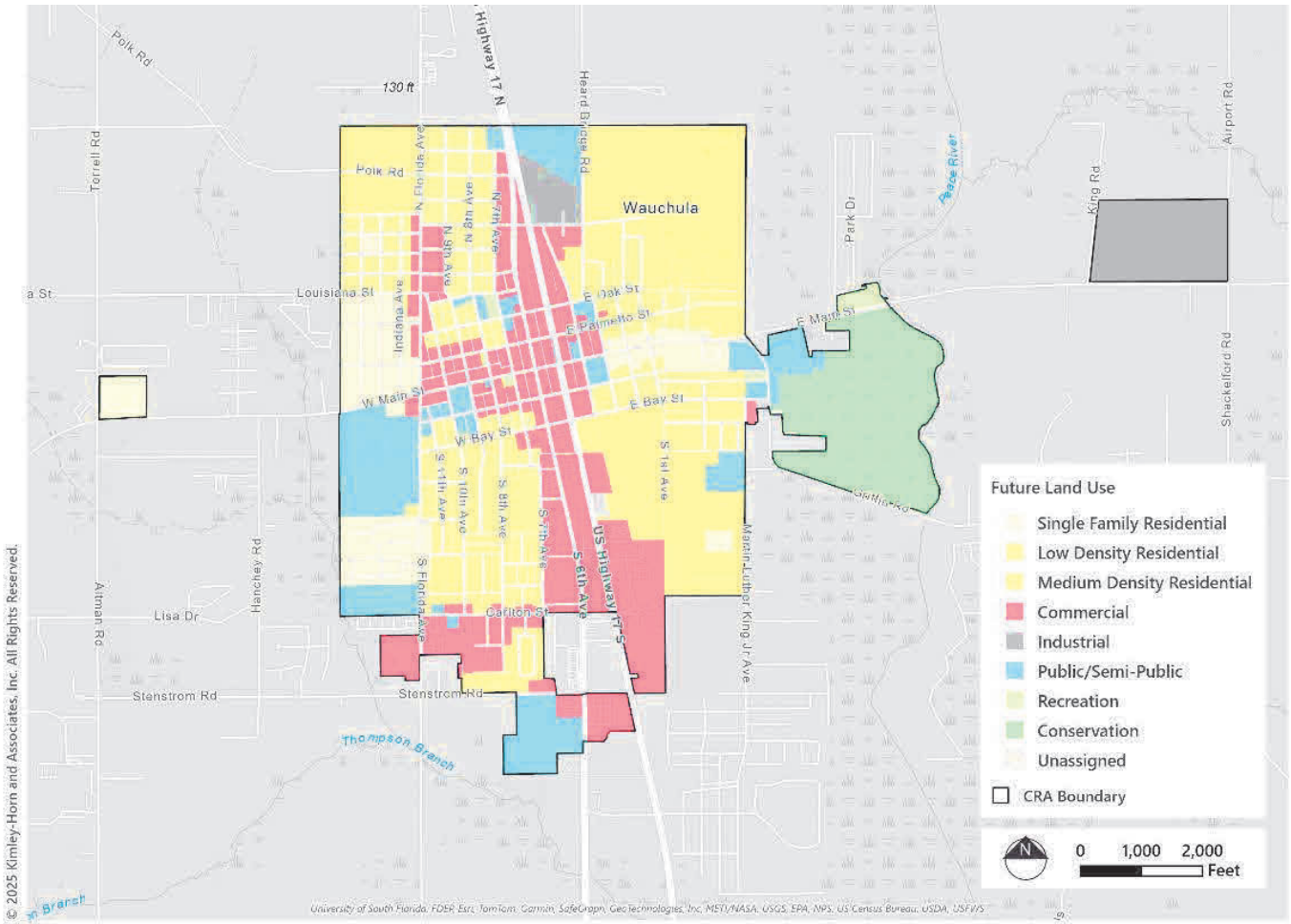
16,17,18	EPA State Revolving Funds: Drinking Water State Revolving Funds, Clean Water State Revolving Funds, Water Infrastructure Finance and Innovation Act (WIFIA), Drinking Water System Infrastructure Resilience and Sustainability Program Grants						https://www.epa.gov/fedfunds/epa-state-revolving-funds-and-grants-available-water-and-wastewater-utilities#wifia
19	Safe Streets and Roads for All (SS4A)	U.S. Department of Transportation					https://www.transportation.gov/grants/SS4A
20	Better Utilizing Investments to Leverage Development (BUILD)	U.S. Department of Transportation (USDOT)					https://www.transportation.gov/BUILDgrants
21	EPA Brownfield's Program	Environmental Protection Agency					https://www.epa.gov/brownfields/types-funding

22	Surface Transportation Block Grant Program	U.S. Department of Transportation Federal Highway Administration			If an entity believes they have a project that may be eligible under the STBG program, they should contact their respective State Department of Transportation (DOT) or local Metropolitan Planning Organizations (MPO) for additional information on projects and project funding. The Federal Highway Administration provides STBG program funds to States by formula, yet the selection of projects for funding under the STBG program is the decision of the State DOT or local MPO, in accordance with applicable Federal requirements.		STBG - Federal-aid Programs - Federal-aid Programs and Special Funding - Federal Highway Administration

MAP #1: ZONING – CRA PARCELS



MAP #2: FUTURE LAND USE – CRA PARCELS



Future Land Use - CRA Parcels
October 2025

Wauchula
Florida

Kimley»Horn
Expect More. Experience Better.

City Manager Performance Evaluation
City of Wauchula
Evaluation Period: October 1, 2025 – September 30, 2026
** Commissioners **

	AM	RS	KN	SA	GS
1. Fiscal Management	5	5	5	5	5
2. Management and Organization	5	5	5	5	5
3. Program Development and Follow-Through	5	5	5	5	5
4. Citizen Relations	5	5	5	5	5
5. Communication with Commission	5	5	5	5	5
6. Supervision	5	5	5	5	5
7. Intergovernmental and Community Relations	5	5	5	5	5
8. Professional Characteristics and Skills	5	5	5	5	5
Total Scores:	40	40	40	40	40

Average: (200/5) 40

City Manager Performance Evaluation
City of Wauchula
Evaluation Period: October 1, 2025 – September 30, 2026
** Staff **

1. Fiscal Management	5	5	5	5
2. Management and Organization	5	5	5	5
3. Program Development and Follow-Through	5	5	5	5
4. Citizen Relations	5	5	5	5
5. Communication with Commission	5	5	5	5
6. Supervision	5	5	5	5
7. Intergovernmental and Community Relations	5	5	5	5
8. Professional Characteristics and Skills	5	5	5	5
Total Scores:	40	40	40	40

Average Total: (160/4) 40

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluator:	Anne Miller, District 1 Commissioner
Evaluation Period:	10/1/2025 to 9/30/2026

Evaluation Instructions

This evaluation is intended to provide The Commission and City Manager with an accurate and objective assessment of performance during the evaluation period.

Scoring

- Rate each factor in each section on a scale of **0 to 5**.
- Add the scores together and divide by the number of factors to determine the average score for that section.
- Round scores: .5 and above round up; below .5 round down.

Comments

- Use the comment section to provide specific feedback.
- Include praise for strengths and suggestions for improvement where applicable.

Feedback

- After totaling scores, the evaluator should provide a summary of the employee's overall performance.
- The employee will then have the opportunity to share their own perspective on their performance in relation to the evaluation results.

Signatures

- Once the feedback session is complete, both the evaluator and the employee must sign the evaluation.
- The original signed evaluation should be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

Performance Rating Definitions

- **Exceptional (5 points):** Consistently and significantly exceeds all reasonable expectations in every area of the rating category.
- **Good (4 points):** Frequently surpasses reasonable expectations in the rating category without deficiencies.
- **Satisfactory (3 points):** Meets reasonable expectations and demonstrates acceptable competence in all aspects of the rating category.
- **Fair (2 points):** Meets only the minimum expectations. Improvement is needed in some areas to fully meet performance standards.
- **Unsatisfactory (1 point):** Occasionally meets minimum expectations but requires frequent assistance and supervision.
- **Unacceptable (0 points):** Fails to meet minimum expectations even with ongoing assistance and supervision. **Employment with the City is at risk.**

1. Fiscal Management

Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	5
Prepares a budget recommendation in an intelligent and accessible format	5
Ensures actions and decisions reflect responsibility for short and long-term planning	5
Monitors and manages fiscal activities within organizational constraints	5
Reviews city equipment and property for future planning and replacement	5
Section Average Score	5

Comments

Under Ms. Minshew's leadership, the City achieved another clean annual audit with no findings. She and Staff have once again presented a balanced budget that addresses the City's current needs while remaining mindful of potential future revenue changes. Additionally, Ms. Minshew and her team successfully secured grants and legislative appropriations that support critical infrastructure improvements and enhance community development projects.

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	5
Maintains knowledge of current developments in local government management	5
Demonstrates innovation and creativity	5
Anticipates and analyzes problems to develop effective solutions	5
Considers new ideas proposed by governing body members and/or staff	5
Sets a professional example by acting fairly and impartially	5
Keeps the Leadership Team informed of relevant regulations and constraints	5
Section Average Score	5

Comments

Ms. Minshew consistently demonstrates professionalism and responsiveness in all interactions. She is highly knowledgeable about current City initiatives. She often anticipates concerns and provides thoughtful solutions to help minimize and mitigate potential issues.

Following the departure of the Deputy City Manager, Ms. Minshew used the opportunity to assess the City's organizational structure, strategically redistribute responsibilities, and create professional growth opportunities for existing staff. Through her leadership, the organization has maintained stability while enhancing operational effectiveness and employee development.

3. Program Development and Follow-Through

Performance Factor	Score (0-5)
Implements governing body actions in accordance with Commission intent	5
Develops new programs to address City Government challenges	5
Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	5

Comments

She has taken a proactive approach to updating and strengthening City policies to support efficient, effective, and safe operations. Notable efforts this year include revisions to the Safety Policy, implementation of an AI Policy, and updates to the Peace River Park camping policy.

Numerous infrastructure improvement programs were completed or substantially completed this year, with significant progress made on multiple other initiatives. Ms. Minshew provides the leadership and accountability to keep these projects moving forward.

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	5

Comments

Ms. Minshew consistently demonstrates professionalism in responding to community concerns and pursuing practical resolutions. She communicates effectively, providing clear and timely information. City Staff keep the public informed of important City matters through direct mailings, social media, the local newspaper, and other communication channels.

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
Discusses and researches Commission concerns and ideas	5
Reports progress and follows up appropriately	5

Sets meeting agendas that reflect governing body guidance	5
Section Average Score	5

Comments

Ms. Minshew consistently demonstrates thorough preparation for Commission meetings. She provides prompt responses to questions and concerns, with appropriate follow-up when additional information is required. Ms. Minshew and Staff conduct research on Commission-requested matters and provide clear, accurate, and relevant information to support the Commission's decision-making process. She also ensures that Commissioners are kept informed between meetings regarding significant events, operational updates, and matters of interest.

6. Supervision

Performance Factor	Score (0-5)
Supervises staff and department directors effectively	5
Respects staff ability and initiative	5
Develops friendly yet professional relationships with staff	5
Gains acceptance for new ideas and organizational changes	5
Encourages teamwork, innovation, and effective problem-solving	5
Interprets and administers City Personnel Policies	5
Section Average Score	5

Comments

Ms. Minshew continually recognizes staff contributions and reinforces the importance of teamwork in achieving organizational accomplishments.

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	5
Avoids unnecessary controversy	5
Avoids politics and partisanship	5
Cooperates with neighboring and higher-level government agencies	5
Represents the City effectively when speaking before groups or the press	5
Addresses difficult community issues	5
Defends the city and its reputation when appropriate	5
Section Average Score	5

Comments

Ms. Minshew represents the City of Wauchula effectively through participation in organizations such as the Florida League of Cities, Florida Municipal Electric Association, Florida City and County Management Association, and American Public Power Association. She continues to advocate for Wauchula and small municipalities with governmental representatives. Ms. Minshew has worked to strengthen coordination with the County on current and planned projects, helping ensure that priorities are aligned and that the City and County continue working toward common community goals.

She remains engaged in the community as a member of Rotary Club, serving as President this year. In addition, she and Staff continue to look for opportunities to connect with residents and community partners with the successful Winterfest celebration, ongoing Chamber of Commerce events, Main Street Wauchula events, Hardee County Fair, and numerous other activities.

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5
Section Average Score	5

Comments

Ms. Minshew demonstrates exceptional performance by approaching responsibilities with initiative, diligence, and attention to detail.

Total Score of All Sections _____

Evaluator's Comments

I continue to be impressed with Ms. Minshew's knowledge, professionalism, and management style. The City has accomplished much under her leadership, even with the often-limited resources of a small rural community. She consistently demonstrates a strong commitment to fiscal responsibility, effective management of City resources, and ongoing improvement of the community.

Signatures

Evaluator's Signature: Anne K. Miller	Date: 9/4/26
City Manager's Signature:	Date:
Human Resources Signature:	Date:

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluator:	Russell Smith, Mayor Pro-Tem
Evaluation Period:	10/1/2025 to 9/30/2026

Evaluation Instructions

This evaluation is intended to provide The Commission and City Manager with an accurate and objective assessment of performance during the evaluation period.

Scoring

- Rate each factor in each section on a scale of **0 to 5**.
- Add the scores together and divide by the number of factors to determine the average score for that section.
- Round scores: .5 and above round up; below .5 round down.

Comments

- Use the comment section to provide specific feedback.
- Include praise for strengths and suggestions for improvement where applicable.

Feedback

- After totaling scores, the evaluator should provide a summary of the employee's overall performance.
- The employee will then have the opportunity to share their own perspective on their performance in relation to the evaluation results.

Signatures

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- The original signed evaluation should be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

Performance Rating Definitions

- **Exceptional (5 points):** Consistently and significantly exceeds all reasonable expectations in every area of the rating category.
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- **Unsatisfactory (1 point):** Occasionally meets minimum expectations but requires frequent assistance and supervision.
- **Unacceptable (0 points):** Fails to meet minimum expectations even with ongoing assistance and supervision. **Employment with the City is at risk.**

1. Fiscal Management

Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	
Prepares a budget recommendation in an intelligent and accessible format	
Ensures actions and decisions reflect responsibility for short and long-term planning	
Monitors and manages fiscal activities within organizational constraints	
Reviews city equipment and property for future planning and replacement	
Section Average Score	

Comments

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	
Maintains knowledge of current developments in local government management	
Demonstrates innovation and creativity	
Anticipates and analyzes problems to develop effective solutions	
Considers new ideas proposed by governing body members and/or staff	
Sets a professional example by acting fairly and impartially	
Keeps the Leadership Team informed of relevant regulations and constraints	
Section Average Score	

Comments

3. Program Development and Follow-Through

Performance Factor	Score (0-5)
Implements governing body actions in accordance with Commission intent	
Develops new programs to address City Government challenges	

Understands, supports, and enforces laws, policies, and ordinances	
Makes prompt changes in programs or procedures when necessary	
Section Average Score	

Comments

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	
Works to maintain citizen satisfaction with services	
Communicates unfavorable information clearly and professionally	
Section Average Score	

Comments

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	
Ensures actions reflect the will of the Commission as a whole	
Responds well to requests, advice, and constructive criticism	
Discusses and researches Commission concerns and ideas	
Reports progress and follows up appropriately	
Sets meeting agendas that reflect governing body guidance	
Section Average Score	

Comments

6. Supervision

Performance Factor	Score (0-5)
Supervises staff and department directors effectively	
Respects staff ability and initiative	
Develops friendly yet professional relationships with staff	
Gains acceptance for new ideas and organizational changes	
Encourages teamwork, innovation, and effective problem-solving	
Interprets and administers City Personnel Policies	
Section Average Score	

Comments

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	
Avoids unnecessary controversy	
Avoids politics and partisanship	
Cooperates with neighboring and higher-level government agencies	
Represents the City effectively when speaking before groups or the press	
Addresses difficult community issues	
Defends the city and its reputation when appropriate	
Section Average Score	

Comments

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	
Exercises good judgment, enthusiasm, and cooperation	
Exhibits professional composure, appearance, and attitude	
Maintains knowledge of developments in local government management	
Demonstrates innovation and creativity	
Acts fairly and impartially in public office	
Section Average Score	

Comments

Total Score of All Sections _____

Evaluator's Comments

Signatures

Evaluator's Signature:	Date:
City Manager's Signature:	Date:
Human Resources Signature:	Date:

1. FISCAL MANAGEMENT. 5

Due to inflation and other economic conditions, last year's budget was very tight and left no room for unexpected events. Under Olivia's leadership, the city came through without hitting any major issues. This year's budget is a little more flexible and the commission didn't have to vote for any tax increase. Also another good audit report showing us in a strong financial situation. Wauchula continues to have one of the lowest tax rates of any municipality in the area.

2. MANAGEMENT & ORGANIZATION. 5

I feel that it speaks volumes that our deputy city manager was chosen to be the new county manager and is a reflection on Olivia's coaching and staff development. I think it's good that the responsibilities of that position are being delegated out to other staff members who I'm confident will do a good job.

3. PROGRAM DEVELOPMENT & FOLLOW-THROUGH. 5

Good job with updating the city's safety policy, and implementing the Orange Data lien search system. Good job bringing to the commission the issues regarding camping at city parks and revisiting impact fees on new construction.

4. CITIZEN RELATIONS. 5

Olivia does a great job staying engaged within the community as well as seeing that the rest of city staff are engaged too. Events like Winterfest, the Chamber of Commerce Sunrise Social, the County fair booth, and the Wildcat Tailgate party reflect well on the city.

5. COMMUNICATION WITH COMMISSION. 5

Olivia is proactive in notifying me promptly as issues arise. She's always quick to return my calls. Olivia and staff do a great job communicating information on social media and following up with any concerns.

6. SUPERVISION. 5

As I stated in last year's evaluation, Olivia doesn't micromanage staff. Everyone knows their job and the role they play. We have staff members who are becoming recognized statewide as experts in their respective fields and that's something we on the commission are proud of. Especially the recognition received from Florida Municipal Electric Association and Florida Municipal Power Agency.

7. INTERGOVERNMENTAL & COMMUNITY RELATIONS. 5

This area is where I would give Olivia a 10 if I could! Olivia has built relationships throughout the state by involvement in FCCMA, FLC and other organizations. Through Olivia's efforts, the city has secured over $20 million in state appropriations this past year. Not to mention all the past appropriations the city has received. We wouldn't be able to do all the capital improvements that we've done without them and not having to finance them by debt. I'm glad to see many of these, Hogan street extension for example, finally come to fruition. Great job!

8. PROFESSIONAL CHARACTERISTICS & SKILLS. 5

Olivia does a great job representing the City of Wauchula and gaining recognition on a state level. Thank you for all your efforts.

EVALUATOR'S COMMENTS

I'm very proud of all the accomplishments and work being done within the city. Projects that I never thought I'd see are being done and without creating a cost burden on the taxpayers. We are creating an environment that fosters opportunities. But we still have some challenges too. My biggest concern is population decline as per census estimates. I've had several former residents tell me they moved to neighboring cities because of the lack of housing here. This is an issue I hope we can address in coordination with the County Commission, IDA and other players. We still have infrastructure that needs repairs, roads especially, and hopefully we get more appropriations for such. I'm excited about the Bay street development. I would like to get back to building more infill houses. I look forward to seeing all that we can get done this next year.

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluator:	Keith Nadaskay, Mayor
Evaluation Period:	10/1/2025 to 9/30/2026

Evaluation Instructions

This evaluation is intended to provide The Commission and City Manager with an accurate and objective assessment of performance during the evaluation period.

Scoring

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Comments

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1. Fiscal Management

Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	5
Prepares a budget recommendation in an intelligent and accessible format	5
Ensures actions and decisions reflect responsibility for short and long-term planning	5
Monitors and manages fiscal activities within organizational constraints	5
Reviews city equipment and property for future planning and replacement	5
Section Average Score	5

Comments

Olivia and her team deserve significant credit for maintaining City operations and services throughout a year of extremely tight fiscal constraints. The narrow contingencies within the budget left little room for unexpected expenses or changing circumstances, yet the City continued to operate effectively and serve the community. This reflects strong fiscal management, sound prioritization, and a clear commitment to maintaining essential services.

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	5
Maintains knowledge of current developments in local government management	5
Demonstrates innovation and creativity	5
Anticipates and analyzes problems to develop effective solutions	5
Considers new ideas proposed by governing body members and/or staff	5
Sets a professional example by acting fairly and impartially	5
Keeps the Leadership Team informed of relevant regulations and constraints	5
Section Average Score	5

Comments

Olivia continues to demonstrate an ability to adapt when necessary while effectively managing the City, its assets, and employees. The loss of a member of her leadership team will create a new challenge, requiring her to maintain continuity, redistribute responsibilities, and evaluate how best to fill the position. This transition may also provide opportunities for other City employees to expand their skills and take on additional responsibilities. I am confident Olivia will manage this challenge thoughtfully and effectively.

3. Program Development and Follow-Through

Performance Factor	Score (0-5)

Implements governing body actions in accordance with Commission intent	5
Develops new programs to address City Government challenges	5
Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	5

Comments

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	5

Comments

Olivia continues to be highly visible throughout our community. I have heard from several citizens who have spoken with her about matters of concern, and they have consistently described her approach as thoughtful and gracious. Even when the message is not what a citizen wants to hear, she communicates it clearly, respectfully, and professionally.

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
Discusses and researches Commission concerns and ideas	5
Reports progress and follows up appropriately	5
Sets meeting agendas that reflect governing body guidance	5
Section Average Score	5

Comments

Olivia frequently sends messages to me on community or city related events and issues. Her communication is impeccable.

6. Supervision

Performance Factor	Score (0-5)
Supervises staff and department directors effectively	5
Respects staff ability and initiative	5
Develops friendly yet professional relationships with staff	5
Gains acceptance for new ideas and organizational changes	5
Encourages teamwork, innovation, and effective problem-solving	5
Interprets and administers City Personnel Policies	5
Section Average Score	5

Comments

I am not aware of any personnel or management concerns with the city staff._

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	5
Avoids unnecessary controversy	5
Avoids politics and partisanship	5
Cooperates with neighboring and higher-level government agencies	5
Represents the City effectively when speaking before groups or the press	5
Addresses difficult community issues	5
Defends the city and its reputation when appropriate	5
Section Average Score	5

Comments

Olivia maintains a proper working relationship with the community and other government agencies. She is visible and respected across the community.

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5
Section Average Score	5

Comments

Olivia remains composed and professional in every situation I have witnessed. She communicates with confidence, clarity, and an appropriate tone, whether addressing the Commission, City staff, or the public. Her public-speaking ability is exceptional, and I continue to wish I could speak as effectively as she does!

Total Score of All Sections ____40/40_____

Evaluator's Comments

Looking ahead, Olivia will need to be especially creative and adaptable as the City responds to the outcome of Amendment 3 and the resulting effects on the budget. She also faces a new operational challenge following the departure of one of the assistant city managers. This will require thoughtful redistribution of that position's workload but also creates an opportunity for other members of City staff to develop new skills and assume additional responsibilities. Olivia continues to excel in her role, and the City is fortunate to have her as its manager.

Signatures

Evaluator's Signature:	Date:
City Manager's Signature:	Date:
Human Resources Signature:	Date:

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluator:	Sherri Albritton
Evaluation Period:	10/1/2025 to 9/30/2026

Evaluation Instructions

This evaluation is intended to provide The Commission and City Manager with an accurate and objective assessment of performance during the evaluation period.

Scoring

- Rate each factor in each section on a scale of **0 to 5**.
- Add the scores together and divide by the number of factors to determine the average score for that section.
- Round scores: .5 and above round up; below .5 round down.

Comments

- Use the comment section to provide specific feedback.
- Include praise for strengths and suggestions for improvement where applicable.

Feedback

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Signatures

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Performance Rating Definitions

- **Exceptional (5 points):** Consistently and significantly exceeds all reasonable expectations in every area of the rating category.
- **Good (4 points):** Frequently surpasses reasonable expectations in the rating category without deficiencies.
- **Satisfactory (3 points):** Meets reasonable expectations and demonstrates acceptable competence in all aspects of the rating category.
- **Fair (2 points):** Meets only the minimum expectations. Improvement is needed in some areas to fully meet performance standards.
- **Unsatisfactory (1 point):** Occasionally meets minimum expectations but requires frequent assistance and supervision.
- **Unacceptable (0 points):** Fails to meet minimum expectations even with ongoing assistance and supervision. **Employment with the City is at risk.**

1. Fiscal Management

Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	5
Prepares a budget recommendation in an intelligent and accessible format	5
Ensures actions and decisions reflect responsibility for short and long-term planning	5
Monitors and manages fiscal activities within organizational constraints	5
Reviews city equipment and property for future planning and replacement	5
Section Average Score	5

Comments

The City Manager demonstrated exceptional fiscal leadership by securing more than $23 million in state appropriations and grant funding for critical infrastructure and community projects. She also strengthened the City's long-term financial position through careful capital planning, updated fees, increased operational efficiencies, and agreements that ensure appropriate contributions toward City services and facilities. The City's clean annual audit with no findings further reflects her strong oversight, sound financial practices, and responsible stewardship of public funds.

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	5
Maintains knowledge of current developments in local government management	5
Demonstrates innovation and creativity	5
Anticipates and analyzes problems to develop effective solutions	5
Considers new ideas proposed by governing body members and/or staff	5
Sets a professional example by acting fairly and impartially	5
Keeps the Leadership Team informed of relevant regulations and constraints	5
Section Average Score	5

Comments

The City Manager demonstrated exceptional leadership in managing numerous complex projects while maintaining efficient day-to-day operations. She successfully guided the completion of several infrastructure and facility improvements while advancing major long-term initiatives involving utilities, transportation, public facilities, technology, and disaster preparedness. She also managed a significant leadership transition thoughtfully by recognizing internal talent, redistributing responsibilities, maintaining organizational continuity, and avoiding the immediate cost of adding

another executive-level position. Her proactive planning, effective project oversight, and focus on operational efficiency fully support the highest rating in this area.

3. Program Development and Follow-Through

Performance Factor	Score (0-5)
Implements governing body actions in accordance with Commission intent	5
Develops new programs to address City Government challenges	5
Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	5

Comments

The City Manager consistently and effectively implements Commission direction while ensuring that City operations comply with applicable laws, policies, and ordinances. She proactively addresses emerging challenges by developing new programs, strengthening policies, and recommending timely procedural changes. Examples include the rewritten Safety Policy, revised capital connection fees, improved lien-search process, formalized Historic City Hall agreement, and thoughtful response to operational and safety concerns at Peace River Park. Her sound judgment and responsiveness fully support the highest rating in this area.

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	5

Comments

The City Manager consistently treats citizens with respect, listens carefully to their concerns, and works diligently to maintain confidence in City services. She actively creates opportunities for community engagement through events such as Winterfest, Chamber Sunrise Socials, the Hardee County Fair, and other community activities. Her strong relationships with residents and community partners, along with statewide advocacy for Wauchula and other small cities, reflect her commitment to responsive government and clear, professional communication.

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
Discusses and researches Commission concerns and ideas	5
Reports progress and follows up appropriately	5
Sets meeting agendas that reflect governing body guidance	5
Section Average Score	5

Comments

The City Manager does an excellent job of keeping the Commission informed about City operations, community events, emerging concerns, and matters requiring its attention. She provides accurate and timely information, thoroughly researches Commission questions and ideas, and follows up appropriately on projects and requested actions. Her calm demeanor, professionalism, and responsiveness promote productive communication and ensure that City actions reflect the direction of the Commission as a whole.

6. Supervision

Performance Factor	Score (0-5)
Supervises staff and department directors effectively	5
Respects staff ability and initiative	5
Develops friendly yet professional relationships with staff	5
Gains acceptance for new ideas and organizational changes	5
Encourages teamwork, innovation, and effective problem-solving	5
Interprets and administers City Personnel Policies	5
Section Average Score	5

Comments

The City Manager effectively supervises staff and department directors while fostering professional, respectful, and collaborative relationships. She recognizes employees' abilities, encourages initiative, and creates opportunities for staff to grow into expanded leadership roles. Her thoughtful handling of organizational changes, including the redistribution of responsibilities following the Deputy City Manager's departure, demonstrates confidence in her team, promotes continuity, and supports innovative problem-solving. She consistently administers personnel policies fairly and maintains a positive culture of teamwork and accountability.

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	5
Avoids unnecessary controversy	5
Avoids politics and partisanship	5
Cooperates with neighboring and higher-level government agencies	5
Represents the City effectively when speaking before groups or the press	5
Addresses difficult community issues	5
Defends the city and its reputation when appropriate	5
Section Average Score	5

Comments

The City Manager represents Wauchula with professionalism, credibility, and a consistently positive public presence. She builds productive relationships with local, state, and federal partners while remaining focused on the City's interests and avoiding unnecessary controversy or partisanship. Her legislative testimony, statewide leadership roles, and recognition as a Home Rule Hero demonstrate her ability to advocate effectively for Wauchula and other small communities. She communicates confidently before groups, addresses difficult issues with sound judgment, and protects the City's interests and reputation when appropriate.

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5

Section Average Score	5

Comments

The City Manager consistently demonstrates diligence, initiative, sound judgment, and exceptional professionalism. She maintains a calm and composed demeanor, approaches challenges cooperatively, and treats others fairly and impartially. Her active leadership in professional organizations and legislative advocacy keeps her informed of developments affecting local government. She also demonstrates innovation and creativity by identifying new funding opportunities, improving operations, and finding effective solutions to complex City needs.

Total Score of All Sections 40

Evaluator's Comments

The City Manager has demonstrated exceptional leadership across every area of her evaluation. She is a diligent, innovative, and highly professional leader who manages City finances and operations with accountability, sound judgment, and a clear focus on long-term sustainability. Her success in securing significant state appropriations and grant funding, completing a clean audit with no findings, advancing major infrastructure projects, and improving organizational efficiency reflects her outstanding stewardship of City resources.

She communicates effectively with the Commission, staff, citizens, and community partners; thoughtfully implements Commission direction; and represents Wauchula with professionalism and credibility at the local, state, and national levels. She develops strong working relationships, encourages staff growth and teamwork, responds calmly to challenges, and consistently seeks creative solutions to meet the City's changing needs. Her leadership has strengthened City operations, expanded community engagement, and positioned Wauchula for continued progress.

I am proud to be one of her strongest supporters and cheerleaders because I have tremendous confidence in her leadership, abilities, and continued commitment to the City of Wauchula.

Signatures

Evaluator's Signature: Sherri Albritton	Date:Sept. 9, 2026
City Manager's Signature:	Date:
Human Resources Signature:	Date:

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name: Gary Smith	Olivia Minshew
Title: Comm	City Manager
Department:	Administration
Evaluator:	
Evaluation Period: Same	10/1/2025 to 9/30/2026

Evaluation Instructions

This evaluation is intended to provide The Commission and City Manager with an accurate and objective assessment of performance during the evaluation period.

Scoring

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- Add the scores together and divide by the number of factors to determine the average score for that section.
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Comments

- Use the comment section to provide specific feedback.
- Include praise for strengths and suggestions for improvement where applicable.

Feedback

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Signatures

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Performance Rating Definitions

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- **Unsatisfactory (1 point):** Occasionally meets minimum expectations but requires frequent assistance and supervision.
- **Unacceptable (0 points):** Fails to meet minimum expectations even with ongoing assistance and supervision. **Employment with the City is at risk.**

1. Fiscal Management

Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	5
Prepares a budget recommendation in an intelligent and accessible format	5
Ensures actions and decisions reflect responsibility for short and long-term planning	5
Monitors and manages fiscal activities within organizational constraints	5
Reviews city equipment and property for future planning and replacement	5
Section Average Score	25

Comments

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	5
Maintains knowledge of current developments in local government management	5
Demonstrates innovation and creativity	5
Anticipates and analyzes problems to develop effective solutions	5
Considers new ideas proposed by governing body members and/or staff	5
Sets a professional example by acting fairly and impartially	5
Keeps the Leadership Team informed of relevant regulations and constraints	5
Section Average Score	35

Comments

3. Program Development and Follow-Through

Performance Factor	Score (0-5)
Implements governing body actions in accordance with Commission intent	5
Develops new programs to address City Government challenges	5

Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	20

Comments

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	15

Comments

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
Discusses and researches Commission concerns and ideas	5
Reports progress and follows up appropriately	5
Sets meeting agendas that reflect governing body guidance	5
Section Average Score	30

Comments

6. Supervision

Performance Factor	Score (0-5)
Supervises staff and department directors effectively	5
Respects staff ability and initiative	5
Develops friendly yet professional relationships with staff	5
Gains acceptance for new ideas and organizational changes	5
Encourages teamwork, innovation, and effective problem-solving	5
Interprets and administers City Personnel Policies	5
Section Average Score	30

Comments

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	5
Avoids unnecessary controversy	5
Avoids politics and partisanship	5
Cooperates with neighboring and higher-level government agencies	5
Represents the City effectively when speaking before groups or the press	5
Addresses difficult community issues	5
Defends the city and its reputation when appropriate	5
Section Average Score	35

Comments

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5
Section Average Score	30

Comments

Total Score of All Sections 220

Evaluator's Comments

Signatures

Evaluator's Signature:	Date: 9-4-26
City Manager's Signature:	Date:
Human Resources Signature:	Date:

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluation Period:	10/1/2025 to 9/30/2026

Evaluation Instructions

This evaluation is intended to provide The Commission and City Manager with an accurate and objective assessment of performance during the evaluation period.

Scoring

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Comments

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- Include praise for strengths and suggestions for improvement where applicable.

Feedback

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- **Unacceptable (0 points):** Fails to meet minimum expectations even with ongoing assistance and supervision. **Employment with the City is at risk.**

1. Fiscal Management

Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	5
Prepares a budget recommendation in an intelligent and accessible format	5
Ensures actions and decisions reflect responsibility for short and long-term planning	5
Monitors and manages fiscal activities within organizational constraints	5
Reviews city equipment and property for future planning and replacement	5
Section Average Score	5

Comments

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	5
Maintains knowledge of current developments in local government management	5
Demonstrates innovation and creativity	5
Anticipates and analyzes problems to develop effective solutions	5
Considers new ideas proposed by governing body members and/or staff	5
Sets a professional example by acting fairly and impartially	5
Keeps the Leadership Team informed of relevant regulations and constraints	5
Section Average Score	5

Comments

3. Program Development and Follow-Through

Performance Factor	Score (0-5)
Implements governing body actions in accordance with Commission intent	5
Develops new programs to address City Government challenges	5

Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	5

Comments

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	5

Comments

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
Discusses and researches Commission concerns and ideas	5
Reports progress and follows up appropriately	5
Sets meeting agendas that reflect governing body guidance	5
Section Average Score	5

Comments

6. Supervision

Performance Factor	Score (0-5)
Supervises staff and department directors effectively	5
Respects staff ability and initiative	5
Develops friendly yet professional relationships with staff	5
Gains acceptance for new ideas and organizational changes	5
Encourages teamwork, innovation, and effective problem-solving	5
Interprets and administers City Personnel Policies	5
Section Average Score	5

Comments

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	5
Avoids unnecessary controversy	5
Avoids politics and partisanship	5
Cooperates with neighboring and higher-level government agencies	5
Represents the City effectively when speaking before groups or the press	5
Addresses difficult community issues	5
Defends the city and its reputation when appropriate	5
Section Average Score	5

Comments

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5
Section Average Score	5

Comments

Total Score of All Sections 40

Evaluator's Comments

Consistently demonstrates strong leadership, sound judgment, and a commitment to organizational success by effectively managing resources, supporting staff development, and fostering a collaborative, results-oriented work environment.

Signatures

City Manager's Signature:	Date:
Human Resources Signature:	Date:

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluation Period:	10/1/2025 to 9/30/2026

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Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	5

Comments

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	

Comments

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
Discusses and researches Commission concerns and ideas	5
Reports progress and follows up appropriately	5
Sets meeting agendas that reflect governing body guidance	5
Section Average Score	

Comments

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5
Section Average Score	5

Comments

Total Score of All Sections 40

Evaluator's Comments

She is doing a great job as a boss and leader. She is supportive, approachable, and does a great job communicating with staff. She leads by example, provides guidance when needed, and creates a positive work environment. Overall, she is a great leader who genuinely cares about her employees and the success of the City.

Signatures

City Manager's Signature:	Date:
Human Resources Signature:	Date:

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluation Period:	10/1/2025 to 9/30/2026

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Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	5
Prepares a budget recommendation in an intelligent and accessible format	5
Ensures actions and decisions reflect responsibility for short and long-term planning	5
Monitors and manages fiscal activities within organizational constraints	5
Reviews city equipment and property for future planning and replacement	5
Section Average Score	5

Comments

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	5
Maintains knowledge of current developments in local government management	5
Demonstrates innovation and creativity	5
Anticipates and analyzes problems to develop effective solutions	5
Considers new ideas proposed by governing body members and/or staff	5
Sets a professional example by acting fairly and impartially	5
Keeps the Leadership Team informed of relevant regulations and constraints	5
Section Average Score	5

Comments

3. Program Development and Follow-Through

Performance Factor	Score (0-5)
Implements governing body actions in accordance with Commission intent	5
Develops new programs to address City Government challenges	5

Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	5

Comments

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	5

Comments

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
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Reports progress and follows up appropriately	5
Sets meeting agendas that reflect governing body guidance	5
Section Average Score	5

Comments

6. Supervision

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Supervises staff and department directors effectively	5
Respects staff ability and initiative	5
Develops friendly yet professional relationships with staff	5
Gains acceptance for new ideas and organizational changes	5
Encourages teamwork, innovation, and effective problem-solving	5
Interprets and administers City Personnel Policies	5
Section Average Score	5

Comments

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	5
Avoids unnecessary controversy	5
Avoids politics and partisanship	5
Cooperates with neighboring and higher-level government agencies	5
Represents the City effectively when speaking before groups or the press	5
Addresses difficult community issues	5
Defends the city and its reputation when appropriate	5
Section Average Score	5

Comments

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5
Section Average Score	5

Comments

Total Score of All Sections 40

Evaluator's Comments

Olivia is an excellent leader who gives her team the trust and independence to do their jobs without micromanaging, while still paying close attention to the details that matter. She has great follow-through, is highly knowledgeable, and consistently demonstrates that she knows how to get things done effectively.

Signatures

City Manager's Signature:	Date:
Human Resources Signature:	Date:

CITY MANAGER PERFORMANCE EVALUATION

Personnel Information

Name:	Olivia Minshew
Title:	City Manager
Department:	Administration
Evaluation Period:	10/1/2025 to 9/30/2026

Evaluation Instructions

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- Include praise for strengths and suggestions for improvement where applicable.

Feedback

- After totaling scores, the evaluator should provide a summary of the employee's overall performance.
- The employee will then have the opportunity to share their own perspective on their performance in relation to the evaluation results.

Signatures

- Once the feedback session is complete, both the evaluator and the employee must sign the evaluation.
- The original signed evaluation should be forwarded to the Human Resources Department for inclusion in the employee's personnel file.

Performance Rating Definitions

- **Exceptional (5 points):** Consistently and significantly exceeds all reasonable expectations in every area of the rating category.
- **Good (4 points):** Frequently surpasses reasonable expectations in the rating category without deficiencies.
- **Satisfactory (3 points):** Meets reasonable expectations and demonstrates acceptable competence in all aspects of the rating category.
- **Fair (2 points):** Meets only the minimum expectations. Improvement is needed in some areas to fully meet performance standards.
- **Unsatisfactory (1 point):** Occasionally meets minimum expectations but requires frequent assistance and supervision.
- **Unacceptable (0 points):** Fails to meet minimum expectations even with ongoing assistance and supervision. **Employment with the City is at risk.**

1. Fiscal Management

Performance Factor	Score (0-5)
Prepares a realistic and balanced budget to provide services at a level directed by Commission	5
Prepares a budget recommendation in an intelligent and accessible format	5
Ensures actions and decisions reflect responsibility for short and long-term planning	5
Monitors and manages fiscal activities within organizational constraints	5
Reviews city equipment and property for future planning and replacement	5
Section Average Score	**5**

Comments

Fiscal management and preparation are one of Olivia's strong points, she consistently excels in this category.

2. Management and Organization

Performance Factor	Score (0-5)
Demonstrates an effective management style	5
Maintains knowledge of current developments in local government management	5
Demonstrates innovation and creativity	5
Anticipates and analyzes problems to develop effective solutions	5
Considers new ideas proposed by governing body members and/or staff	5
Sets a professional example by acting fairly and impartially	5
Keeps the Leadership Team informed of relevant regulations and constraints	5
Section Average Score	**5**

Comments

Olivia is approachable, and always willing to listen, and she never treats ideas for change or innovation as if they are ridiculous or otherwise not possible. She maintains current knowledge by attending conferences and other meetings that are relevant to her job, i.e., City County Manager Association and others. She's very adept at anticipating problems and seeking solutions through her staff or other avenues and always acts in a fair and impartial manner.

3. Program Development and Follow-Through

Performance Factor	Score (0-5)
Implements governing body actions in accordance with Commission intent	5
Develops new programs to address City Government challenges	5

Understands, supports, and enforces laws, policies, and ordinances	5
Makes prompt changes in programs or procedures when necessary	5
Section Average Score	**5**

Comments

Olivia is very in-tune with the Commission's intent as well as their wants and desires. She ensures that subordinates look into new programs to address threats and opportunities in our community and makes changes whenever necessary.

4. Citizen Relations

Performance Factor	Score (0-5)
Listens to and addresses citizen concerns with respect	5
Works to maintain citizen satisfaction with services	5
Communicates unfavorable information clearly and professionally	5
Section Average Score	**5**

Comments

Olivia listens to citizen concerns with compassion, empathy and respect and she tries to help any way she can within the confines of the law and city policy. Sometimes information is not favorable, and those messages are often ill received regardless of how they are presented.

5. Communication with Commission

Performance Factor	Score (0-5)
Keeps Commission informed of city operations with accurate information	5
Ensures actions reflect the will of the Commission as a whole	5
Responds well to requests, advice, and constructive criticism	5
Discusses and researches Commission concerns and ideas	5
Reports progress and follows up appropriately	5
Sets meeting agendas that reflect governing body guidance	5
Section Average Score	**5**

Comments

Olivia is very skilled at informing the commission and helping them to understand whenever necessary. Sometimes, she must be direct in her responses, but she does so in a respectful and polite manner. No commission concerns go without being researched or fully addressed by herself or one of her subordinate department heads.

6. Supervision

Performance Factor	Score (0-5)
Supervises staff and department directors effectively	5
Respects staff ability and initiative	5
Develops friendly yet professional relationships with staff	5
Gains acceptance for new ideas and organizational changes	5
Encourages teamwork, innovation, and effective problem-solving	5
Interprets and administers City Personnel Policies	5
Section Average Score	**5**

Comments

Olivia is an effective supervisor, she respects everyone's knowledge, skills, and abilities and she encourages teamwork.

7. Intergovernmental and Community Relations

Performance Factor	Score (0-5)
Maintains a positive image within the community	5
Avoids unnecessary controversy	5
Avoids politics and partisanship	5
Cooperates with neighboring and higher-level government agencies	5
Represents the City effectively when speaking before groups or the press	5
Addresses difficult community issues	5
Defends the city and its reputation when appropriate	5
Section Average Score	**5**

Comments

Olivia has been the president of the Rotary Club and is very engaged with her community, she personally attends most City Events like Tailgate, Happy Hour, Winterfest, Homecoming and Christmas parades and other things. This year presented a couple of difficult community issues that required defense of the city and its reputation for something that "might" occur. The first was our police department's involvement with the ICE 287g program and the second, also related to the police department, was whether the City needed red-light camera enforcement at two of our major intersections. Both are hot button issues, and she addressed both in an appropriate manner with professionalism and foresight.

8. Professional Characteristics and Skills

Performance Factor	Score (0-5)
Diligent, thorough, and a self-starter	5
Exercises good judgment, enthusiasm, and cooperation	5
Exhibits professional composure, appearance, and attitude	5
Maintains knowledge of developments in local government management	5
Demonstrates innovation and creativity	5
Acts fairly and impartially in public office	5
Section Average Score	**5**

Comments

From a supervisory standpoint, Olivia always does a great job, she is diligent, thorough, a self-starter who is also very smart. She always exercises sound judgment, maintains professional composure, appearance, and attitude, all while acting fairly, firmly, and consistently at all times.

Total Score of All Sections 40

Evaluator's Comments

Olivia is a pleasure to work for and work with, she is a breath of fresh air for those of us who have worked for other CEOs and administrators who simply put - were not.

Signatures

City Manager's Signature:	Date:
Human Resources Signature:	Date: