



CITY COMMISSION AND CRA BOARD WORKSHOP AGENDA

Monday, April 06, 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

ROLL CALL

OPEN COMMISSION WORKSHOP

- 1.** Revocable License Agreement - Pamela Sellers & Kassie Knight
- 2.** Discussion re Trailers for Signs for Industrial or Farmer's Markets
- 3.** Discussion re Gardens of Midtown Preliminary Plat
- 4.** Ordinance 2026-06 FLU Amendment for 119 Ohio Ave
- 5.** Ordinance 2026-07 Zoning for 119 Ohio Ave
- 6.** Ordinance 2026-09 ULDC Text Amendment for Administrative Approval of Final Plats
- 7.** Resolution 2026-10 Variance Request - 0 Heard Bridge Road
- 8.** COW Surplus Vehicles
- 9.** Special Event Application - Hometown Happy Hour
- 10.** Strategic Plan Update

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

CLOSE COMMISSION WORKSHOP

OPEN CRA WORKSHOP

- 11.** TIF Agreement for Bay St & 1st Ave
- 12.** Discussion re Brownfield Monitoring During Construction

REMINDERS

ADJOURNMENT

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement” or “License”) is entered into this _____ day of _____, 2026, by and between **CITY OF WAUCHULA, FLORIDA**, a municipal corporation authorized to do business in the State of Florida (“City”) and **PAMELA R SELLERS AND KASSIE L KNIGHT** (“Licensee”), (City and Licensee sometimes together referred to hereinafter as the “Parties”).

RECITALS

1. City is the fee simple owner of the real property identified in the crosshatched area set forth in Exhibit “A”, attached to and incorporated in this Agreement (the “Property”), which is located along 217 N. 2nd Avenue, Wauchula, FL 33873.

2. Licensee has requested permission to maintain a wooden privacy fence and an interior chain link fence (the “Fencing”), as depicted in Exhibit B, within the Property that is part of the City’s right-of-way.

3. Licensee’s Fencing encroaches into the City’s right-of-way, extending approximately eight (8) feet and one (1) inch beyond Licensee’s residential property line along the north boundary of the Licensee’s residential property line, and running approximately Eighty-Seven (87) feet parallel thereto.

4. The City is willing to grant a license to permit the Fencing to remain within the Property in the City’s right-of-way provided Licensee first brings the wooden privacy fence into compliance with the City of Wauchula Land Development Code (“LDC”) maximum height requirement of six (6) feet within ninety (90) days following written approval of the basic terms of this Agreement.

5. The parties covenant and agree that they have the power and authority to enter into this Agreement and bind themselves to the provisions of this Agreement.

6. This License is granted on the express condition that Licensee shall maintain the Fencing without causing unnecessary injury to any City property, sidewalk, or other improvements within the area, and shall restore the Property to the same or better condition prior to the start of any improvements.

ACCORDINGLY, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, City and Licensee hereby agree as follows:

SECTION 1. RECITALS. The foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. CONDITION PRECEDENT TO EFFECTIVENESS. The effectiveness of this Agreement and the license granted herein are expressly conditioned upon Licensee bringing the wooden privacy fence into compliance with the LDC maximum height requirement of six (6) feet within ninety (90) days following written approval of the basic terms of this Agreement. If Licensee fails to satisfy this condition precedent within such ninety (90) day period, this Agreement shall be of no force or effect, and Licensee shall remove the Fencing from the right-of-way upon written notice from City.

SECTION 3. GRANT OF LICENSE. Subject to the condition precedent in Section 2 above, City hereby grants to Licensee a temporary, revocable license to maintain the Fencing on the Property described in Exhibit "A" for residential purposes only, at Licensee's sole cost and expense, and in accordance with safe and customary practices. Licensee may permit use of the license by its successors, assigns, or other parties acting under Licensee's direction or control (collectively, "Licensee Parties"). Licensee shall remain responsible for all acts and omissions of Licensee Parties under this Agreement. Licensee shall not construct any additional structures on the Property, create unsafe conditions, or maintain any activity or condition that may constitute a nuisance. Licensee shall comply with all applicable laws, ordinances, regulations, and codes in connection with the Fencing and use of the Property, and shall at all times maintain the Property in a safe and sanitary condition. Licensee may assign this Agreement only with the prior written consent of City, which shall not be unreasonably withheld. Any approved assignee shall assume all obligations of Licensee under this Agreement.

SECTION 4. DURATION AND REVOCABILITY. The license granted by this Agreement shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, unless earlier revoked by City pursuant to Section 8 (the "Term"). Upon expiration or revocation of the license, all rights granted herein shall terminate, and Licensee shall remove the Fencing from the Property and restore the Property in accordance with Section 8.

SECTION 5. COST AND EXPENSES. Licensee shall have no obligation to pay rent or similar fees to City. Licensee shall be solely responsible for all costs and fees associated with the license and Licensee's use of the Property.

SECTION 6. CONDITIONS TO LICENSE; RELEASE OF CITY.

(1) Licensee agrees that the Property shall be utilized solely for the purposes set forth in Section 3 and otherwise in accordance with this Agreement. Licensee accepts the Property in its "AS IS, WHERE IS" condition, without any representation or warranty of any kind, whether express or implied, from City or City Parties. Neither City nor any of its members, employees, agents,

representatives, contractors, engineers, surveyors, consultants, analysts, assigns, guests, invitees, or any parties acting under City's direction or control (collectively, "City Parties") has made or makes any warranty or representation regarding the Property, including its physical condition, suitability for any use, or compliance with applicable laws. Licensee acknowledges that it has had full access to the Property prior to the Effective Date, has had the opportunity to inspect the Property to the extent deemed necessary, and is satisfied with its condition. Licensee further agrees that its acceptance of the Property without warranties is a material inducement for City to enter into this Agreement. Licensee assumes all risks relating to the Property and its condition, including any latent or patent defects, known or unknown. Except as expressly provided herein, City shall have no obligation to maintain, repair, or improve the Property or to cause the Property to comply with any laws, ordinances, regulations, or codes.

(2) Except as otherwise stated herein, Licensee hereby assumes all risk of loss, damage, injury, or liability of any kind arising out of or related to Licensee's use, occupancy, or maintenance of the Property, including, without limitation, any injury to persons, damage to property, or claims by third parties. This includes, without limitation, property which may now or hereafter be placed in, on, or about the Property during the Term, whether or not such property is there with the consent of City, and City shall have no liability therefore. Except as otherwise stated herein, Licensee hereby waives, releases, and discharges any and all claims against City arising out of or in any way connected with the Property including any loss, liability, damage, costs or expenses whatsoever, suffered by Licensee or Licensee Parties.

SECTION 7. LICENSEE'S COVENANT AGAINST LIENS. Licensee shall promptly pay, or cause to be paid, all costs for work performed by Licensee or Licensee Parties on or about the Property described in Exhibit "A." Licensee shall keep the Property free and clear of all liens, charges, or encumbrances arising from work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall have no power or authority to create any lien, charge, or encumbrance on the Property and shall notify all persons performing work or providing materials on Licensee's behalf of this restriction. No contractor, supplier, or materialman dealing with Licensee shall be entitled to a lien, charge, or encumbrance on the Property. Licensee shall indemnify, defend, and hold City harmless from any and all claims, suits, demands, liabilities, losses, damages, costs, or expenses, including attorneys' fees and court costs, arising from liens, claims, charges, or encumbrances related to work performed, materials supplied, or services provided to Licensee or Licensee Parties. Licensee shall immediately notify City in the event Licensee receives or learns of any such claim of lien, charge or encumbrance. In the event any such claim of lien, charge or encumbrance shall be filed against the Property and is not fully paid and satisfied or otherwise discharged of record within thirty (30) days after notice to Licensee, this Agreement shall automatically terminate, along with all rights and obligations contained herein, except those which by their terms survive any termination or expiration. Licensee

shall, promptly upon request, furnish City satisfactory evidence of the payment of any such claims of lien, charges or encumbrances. The obligation of Licensee to pay such claims of lien, charges or encumbrances, as provided herein, and the obligation of Licensee to indemnify and hold City harmless from claims of lien, charges or encumbrances provided herein shall survive the termination or expiration of this Agreement.

SECTION 8. MAINTENANCE; TERMINATION OR REVOCATION OF LICENSE.

(1) Licensee covenants and agrees to maintain the Property and the Fencing in a safe, sanitary, and orderly condition and shall comply with and abide by all laws, ordinances, regulations, and restrictions affecting said Property, or its use. Licensee shall allow no accumulation of trash or debris and shall not cause or permit waste, damage, or unsafe conditions on the Property. City shall have no responsibility or liability for maintenance of or repairs to the Property during the Term, nor shall City be responsible or liable for additions, replacements, or improvements to the Property or City's right-of-way of any nature whatsoever caused by Licensee.

(2) Upon expiration or termination of this License, Licensee shall remove the Fencing, equipment, and other materials installed or placed on the Property by Licensee or Licensee Parties and shall return the Property to a sanitary and safe condition, consistent with the terms of this Agreement. Licensee shall not leave any such items on the Property beyond the termination of this License.

(3) Licensee shall not make, allow, or permit any additions, alterations, or improvements to the Property without prior written consent of City. Licensee shall not place or maintain any articles or materials of a dangerous, flammable, explosive, or otherwise hazardous nature on the Property, and shall not perform any act that could increase the risk of fire, injury, or property damage.

(4) Licensee shall neither keep nor have on the Property any article or thing of a dangerous, inflammable or explosive character or do anything in or about the Property that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company, or in any way tend to increase the casualty insurance rates on the Property. Licensee shall not create either through acts of commission or omission Hazardous Substance (as hereinafter defined) contamination on the Property. Licensee hereby expressly agrees to hold City harmless from and against any loss or damages resulting from failure to comply with this section. This indemnity shall expressly survive the expiration or termination of the Agreement. "Hazardous Substance" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation,

contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state super lien or environmental clean up statutes. Notwithstanding the foregoing, "Hazardous Substance" shall not include any substances used for agricultural purposes and not in violation of applicable law at the time of use.

(5) In the event that Licensee fails to timely or properly discharge any of its obligations set forth in this Agreement, City may immediately terminate this Agreement, along with all rights and obligations contained herein, except those which by their terms survive any expiration or termination of this Agreement without any liability to City. The obligations of Licensee set forth in this Section 8 shall survive termination or expiration of this Agreement.

(6) This License shall be revocable upon written notice by the City, and Licensee shall remove the Fencing if any of the following occurs:

(a) Licensee breaches any term of this Agreement during the Term;

(b) City determines that the Property is needed for any public purpose; or

(c) The Fencing is damaged to the extent that more than 50% of the square footage of the Fencing requires replacement of component parts. For purposes of this subsection only, the wooden fence and the chain link fence shall be treated separately. For example, if the wooden fence is damaged to the extent that more than 50% of the square footage of the wooden fence requires replacement of component parts, but the chain link fence is not similarly damaged, City shall revoke the license solely for the wooden fence. In that case, Licensee shall remove the wooden fence, while the chain link fence may remain on the Property subject to the terms and conditions of this Agreement.

SECTION 9. OCCUPANCY AND USE OF THE PROPERTY.

(1) Licensee shall use the Property only for the purposes specified in Section 3 of this Agreement and for any reasonable accessory uses. Licensee shall comply with all applicable laws, ordinances, regulations, rules, directives, permits, and restrictions of federal, state, county, or municipal authorities, including any deed or use restrictions affecting the Property. Licensee shall not construct or install any structures on the Property other than the Fencing and shall not use, or permit use of, the Property for any illegal, immoral, or improper purpose. Licensee shall not create or allow any condition that may constitute a public or private nuisance, be deemed hazardous by the City or City's insurer, or otherwise disturb the peace, comfort, or safety of neighbors.

(2) During the Term, City and City's Parties may enter the Property as reasonably necessary to inspect, survey, or undertake actions the City

deems necessary or desirable for planning or development purposes. This may include, without limitation, surveys, soil tests, borings, percolation tests, compaction tests, environmental tests, or other tests to evaluate surface, subsurface, and topographic conditions. Nothing in this section shall alter the obligations or responsibilities set forth in Sections 6 through 8.

SECTION 10. INSPECTION BY CITY. The City and its agents shall have the right to enter upon the Property at any time in order to inspect the safety, sanitation, maintenance, and use of the Property, and to ensure that Licensee is in full compliance with its obligations under this Agreement. Nothing in this section shall limit or modify Licensee's obligations or responsibilities under this Agreement. Licensee shall provide City at least twenty-four (24) hours' written notice prior to any soil testing on the Property so that City may observe such testing.

SECTION 11. INDEMNITY. Licensee shall protect, indemnify, save harmless, and defend City and City's Parties from and against any and all claims, suits, demands, liabilities, obligations, penalties, causes of action, losses, costs, damages, and expenses (including, without limitation, reasonable attorneys' and paralegals' fees, whether or not suit is brought, and whether arising from mediation, arbitration, litigation, administrative proceeding, bankruptcy or, on appeal) arising out of: (i) the exercise by Licensee or Licensee Parties of Licensee's rights or obligations under this Agreement; (ii) the acts or omissions of anyone acting under Licensee's direction, control, or on Licensee's behalf; or (iii) the negligent acts, errors, or omissions of Licensee or Licensee Parties in connection with this Agreement. This indemnity shall not apply to the extent any claim, loss, or liability is caused by the negligence of City or City's Parties. Licensee retains the right to select counsel of its choice in the event this Section is triggered. The obligations of this Section shall survive the expiration or termination of this Agreement.

SECTION 12. INSURANCE & RISK OF LOSS. Licensee shall, at its sole cost, maintain throughout the Term of this Agreement insurance reasonably acceptable to City, with the following minimum coverage:

(A) **Comprehensive General Liability Insurance:** Licensee shall maintain insurance on an occurrence form with a combined single limit of \$1,000,000 per occurrence and an annual aggregate limit of \$1,000,000, which shall include coverage for broad form property damage and personal injury liability.

In the above policy, Licensee agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against City.

Licensee shall provide proof of coverage acceptable to City annually on the anniversary of the Effective Date. Any non-renewal or cancellation of required policies shall be effective only after City receives thirty (30) days' written notice from the insurer.

City will not insure, nor be responsible or liable for, any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased, or borrowed by the Licensee Parties, or their employees, agents, or contractors.

SECTION 13. NON-EXCLUSIVE LICENSE. This Agreement and the rights granted hereunder are non-exclusive. City shall have the right to enter the Property during the Term for any purposes set forth herein, provided such entry does not conflict with the rights granted to Licensee under this Agreement. City shall be responsible for any damage caused by City or City's Parties during such entry.

SECTION 14. NOTICES. Any notices which may be permitted or required under this Agreement shall be in writing and shall be deemed duly given as of the date and time the same are personally delivered, transmitted electronically (including by fax or email), or within three (3) days after depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or within one (1) day after depositing with overnight delivery service from which a receipt may be obtained, and addressed as follows:

To City: 126 South 7th Street
Wauchula, FL 33873
Attention: City Manager

With copies to: Kristie Hatcher-Bolin, Esquire
Gray-Robinson, P.A.
One Lake Morton Drive
Lakeland, FL 33801
Telephone: (863) 224-2200
kristie.hatcher-bolin@gray-robinson.com

To Licensee: Pamela R Sellers
Kassie L Knight
217 N 2nd Avenue
Wauchula, FL 33873

Either party may designate a different address for notices by providing written notice to the other party in accordance with this Section.

SECTION 15. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between Licensee and City relating to Licensee's license for the Property described in Exhibit "A" and supersedes all prior agreements, understandings, or representations, whether written or oral. This Agreement may only be amended, waived, discharged, or modified by a written instrument executed by the party against whom enforcement of such amendment, waiver, discharge, or modification is sought.

SECTION 16. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Hardee County, Florida.

SECTION 17. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or an employer/employee relationship between the parties. Licensee shall at all times be deemed an independent contractor and shall not be an agent or representative of City.

SECTION 18. EFFECTIVE DATE. When used herein, the term "Effective Date" shall mean the last date that either City or Licensee executes this Agreement.

SECTION 19. NON-WAIVER. No failure of either party to exercise any right or power under this Agreement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 20. AMENDMENT ONLY BY WRITING. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by both Licensee and City.

SECTION 21. RECORDING. The parties may record this Agreement in the Official Records of Hardee County, Florida.

SECTION 22. SUCCESSORS/ASSIGNS. This License is personal to Licensee and shall not be assigned, transferred, or conveyed except with the prior written consent of City. The provisions of this Agreement shall inure to the benefit of and be binding upon Licensee and, if applicable, any permitted assignee approved in writing by City. Nothing in this Agreement shall create any right in any successor, heir, or other person to continue the License, and this License does not run with the land. City retains the exclusive right to revoke this License in accordance with the terms of this Agreement.

SECTION 23. TIMING. Time is of the essence of this Agreement. If any time for performance falls on a Saturday, Sunday, or legal holiday, such time shall be extended to the next business day.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CITY

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

By:

Richard Nadaskay, Mayor

Date:

ATTEST:

Stephanie Camacho, City Clerk

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:

LICENSEE

Name: _____

Title: _____

Date: _____

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this _____ day of
_____, 2026, _____, who is []

personally known to me or [] has produced _____ as
identification and [] (did)/ [] (did not) take an oath.

Signature of Person Taking
Acknowledgment

Name of Acknowledger Typed, Printed
or Stamped

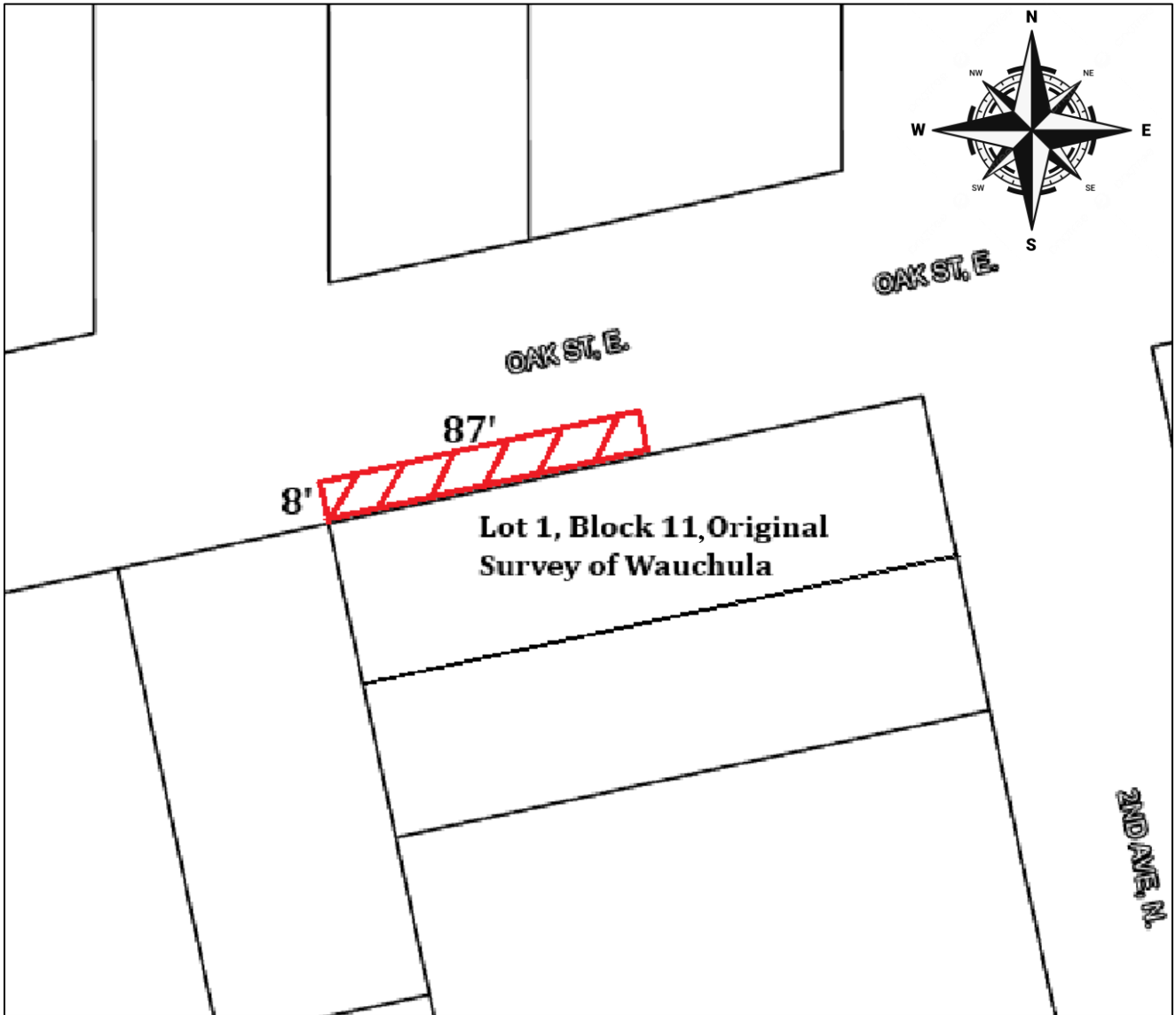
Title or Rank

Serial Number, if any.

Exhibit "A"

Item # 1.

Begin at the northwest corner of Lot 1, Block 11 of Original Survey of the City of Wauchula, as per Plat recorded in Plat Book 1, Page 1-29(b), public records of Hardee County, Florida for Point of Beginning. Thence run an east-northeasterly direction along northern property line a distance of eighty-seven (87) feet, thence run north-northwest into the City of Wauchula's Right-of Way of E Oak Street, a distance of eight (8) feet, thence run west-southwest a distance of eighty-seven (87) feet, thence run south-southeast a distance of eight (8) feet to Point of Beginning.









CITY OF WAUCHULA LAND DEVELOPMENT CODE TEXT REVIEW REQUEST FOR TRAILER SIGNAGE IN INDUSTRIAL DISTRICTS

TO: City of Wauchula City Commission

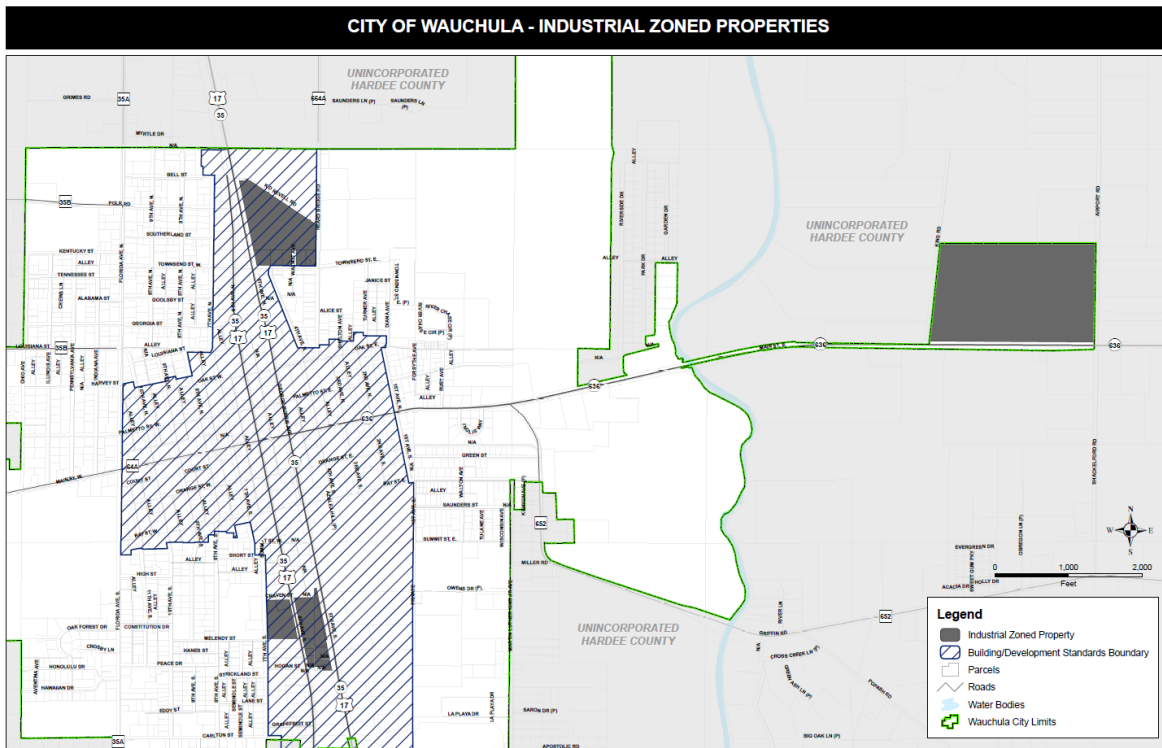
PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: April 6, 2026

DISCUSSION ITEM: Request for Trailer Signage in Industrial Districts

At the March 2, 2026 Commission workshop, a request was made to amend the Unified Land Development Code to allow trailer signage in Industrial Zoned Districts at a rate of one per parcel.

There are currently 20 parcels in Wauchula assigned an Industrial Zoning, ranging in size from 0.11 acres to 1,447.9 acres. The majority of the existing parcels fall within the Building Design and Appearance Standards Boundary.



Section 4.03.00 (H) prohibits the parking of vehicles or trailers for display of signs.

Signs placed on vehicles or trailers that are parked or located for the primary purpose of displaying said sign (this does not apply to permitted portable signs or to signs or lettering on buses, taxis, or vehicles operating during the normal course of business).

At the April 6, 2026 workshop, staff will present further information for the discussion of this issue.

Attachments:

Article 4 Sign Regulations

ARTICLE 4. SIGN REGULATIONS

4.01.00 Purpose, Findings, and General Principles.

The regulation of signs as provided herein is based upon their function, and is not based upon the content of the message contained on any such sign. The Florida Constitution provides that it is the policy of the state to conserve and protect its scenic beauty, and the regulation of signage for purposes of aesthetics directly serves that policy. In order to preserve the city as a desirable community in which to live, play, and do business, a pleasing, visually attractive urban environment is of foremost importance. The regulation of signs within the city is a highly contributive means by which to achieve this desired end. These sign regulations are prepared with the intent of enhancing the urban environment and promoting the continued well-being of the City. The enhancement of the visual environment is critical to a community's image, and the sign control principles set forth herein create a sense of character and ambiance that distinguishes the City as one with a commitment to maintaining and improving an attractive environment.

These sign regulations are intended to complement the requirements of the adopted building and electrical codes. In case of an inconsistency between these regulations and the building or electrical code, the more stringent requirement shall apply. It is the intent of this Article to encourage the use of signs which are compatible with their surroundings and appropriate to the type of activity to which they pertain.

It is the purpose of this division to promote the public health, safety, and general welfare through a comprehensive system of reasonable, consistent, and nondiscriminatory sign standards and requirements. These sign regulations are intended to:

- (A) Enable the identification of places of residence and business.
- (B) Allow for the communication of information necessary for the conduct of commerce.
- (C) Lessen hazardous situations, confusion, and visual clutter caused by proliferation, improper placement, illumination, animation, and excessive height, area, and bulk of signs which compete for the attention of pedestrian and vehicular traffic.
- (D) Enhance the attractiveness and economic well-being of the city as a place to live, play, and conduct business.
- (E) Protect the public from the dangers of unsafe signs.
- (F) Permit signs that are compatible with their surroundings and aid orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.
- (G) Encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.
- (H) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business.
- (I) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains.
- (J) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.
- (K) Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists, or pedestrians.

- (L) Require signs to be constructed, installed, and maintained in a safe and satisfactory manner.
- (M) Implement the City's Comprehensive Plan and comply with the minimum requirements established by state law that requires the regulation of signage.

4.01.01 Content Neutrality; Substitution; Prohibition

- (A) *Substitution of Non-Commercial Speech for Commercial Speech.* Except as otherwise provided in this Code, any sign erected pursuant to the provisions of this Article or Code may, at the option of the owner, contain a non-commercial message in lieu of a commercial message and the non-commercial copy may be substituted at any time in place of the commercial copy. The non-commercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another non-commercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback, and other dimensional criteria contained in this Article and Code have been satisfied. No sign shall obstruct the area of clear visibility, consistent with Section 3.02.04 of this Code.
- (B) *Content Neutrality as to Sign Message (Viewpoint).* No sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure, except as stated under Section 4.01.00.
- (C) It is unlawful for any person to display untrue, false, or misleading statements upon signs, billboards, or other public places, calculated to mislead the public as to anything sold, any services to be performed, or information disseminated. The fact that any such sign or display shall contain words or language, sufficient to mislead an ordinary person in reading the same, shall be prima facie evidence of a violation of this section by the persons displaying such sign, or permitting same to be displayed at their residence, establishment, or place of business.

4.02.00 Exempted Signs.

The following signs are exempt from the operation of these sign regulations, and from the requirement that a permit be obtained for the erection of permanent signs, provided they are not placed or constructed so as to create a hazard of any kind:

- (A) Signs that are not designed or located so as to be visible from any street or adjoining property.
- (B) Signs of two square feet or less, provided that such sign, or combination of such signs, does not constitute a sign prohibited by Section 4.03.00 of this Code.
- (C) Signs necessary to promote health, safety, and welfare, and other regulatory, statutory, traffic control, or directional signs erected on public property.
- (D) Legal notices and official instruments.
- (E) Temporary holiday lights and decorations provided such items are removed no later than 30 days after the holiday being celebrated.
- (F) Memorial signs or historic markers containing names of buildings, dates of erection, and other information when inscribed in a masonry surface or metal plaque and permanently affixed to the side of a building.
- (G) Public warning signs to indicate the dangers of trespassing, swimming, animals, or similar hazards.
- (H) Signs carried by a person.
- (I) Temporary religious displays erected on religious institution grounds.
- (J) Temporary construction signs not exceeding 12 square feet in size.

- (K) Temporary real estate yard signs or signs naming the future site occupant not exceeding 12 square feet in size.
- (L) Temporary signs indicating yard sales or garage sales, provided that such signs are removed within 48 hours.
- (M) For each dwelling unit, one sign no larger than four square feet in area which contains the name of the occupant, name of the dwelling, and/or house number.

4.03.00 Prohibited Signs.

The following types of signs are prohibited in all zoning districts:

- (A) Portable signs, for periods of more than ten days, except sidewalk signs as permitted in Section 4.04.07.
- (B) Abandoned signs.
- (C) Signs that are in violation of the adopted building or electrical codes.
- (D) Any sign that, in the opinion of the Development Director, constitutes a safety hazard.
- (E) Blank temporary signs.
- (F) Signs imitating or resembling official traffic or government signs or signals.
- (G) Signs attached to trees, telephone poles, public benches, streetlights, or signs placed on any public property or public right-of-way (snipe signs), except sidewalk signs as permitted in Section 4.04.07.
- (H) Signs placed on vehicles or trailers that are parked or located for the primary purpose of displaying said sign (this does not apply to permitted portable signs or to signs or lettering on buses, taxis, or vehicles operating during the normal course of business).
- (I) Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy.
- (J) Any sign obstructing traffic visibility.
- (K) Signs with moving, revolving, or rotating parts, except trademark signs at least 12 feet in height and rotating at no more than two revolutions per minute.
- (L) Signs with lights or illuminations that flash, move, rotate, blink, flicker, or vary in intensity or color, except on theater marquees, time-temperature-date signs, and electronic message boards.
- (M) Illuminated signs of such intensity or brilliance as to cause glare or impair the vision of motorists, cyclists, or pedestrians using or entering a public right-of-way, or that are a hazard or nuisance to occupants of any property because of glare or other characteristics.
- (N) Signs emitting sound, odor, smoke, or steam.
- (O) Signs that display any words, characters, or illustrations that are obscene, lewd, indecent, lascivious, or immoral nature.
- (P) No person shall paint, paste, print, or nail any banner, sign, paper sign, or any advertisement or notice of any kind whatsoever, or cause same to be done, on any curbstone, flagstone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lamppost, telephone or telegraph pole, hydrant, bridge, workshop, or tool shed.
- (Q) Murals that are Used as Advertising. Murals are considered artwork and may not be used as an advertising sign.

(Ord. No. 2014-21, § 2(Exh. A), 2-9-15)

4.04.00 Permitted Signs.

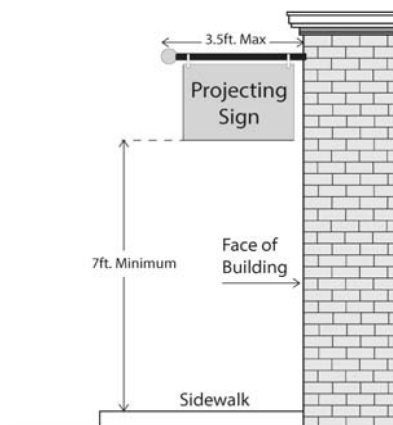
The following signs are permitted within the City of Wauchula, subject to the standards provided in this Section and require a permit from the Development Director, unless otherwise stated. Each application for a sign permit must include a drawing of the sign, with dimensions, the placement on the lot in relation to lot lines and other structures indicated.

- (A) *Height.* No sign shall exceed 15 feet in height. Signs located in C-1, HC-1, and P-1 zones are limited to five feet in height.
- (B) *Illumination.* No illuminated sign shall be located so to face directly, shine, or reflect glare into a dwelling home situated in the vicinity of such sign. (See also Section 4.03.00(L) and Section 4.03.00(M)).
- (C) *Billboards.*
 - (1) Attached Billboards, as defined in Article 9, must be designed by a professional engineer for safety reasons. The sealed engineering plans must accompany the request for a permit. All attached billboards must have approval of the City Commission.
 - (2) Freestanding billboards as defined in Article 9 shall not be permitted in a P-1 Professional/Neighborhood Commercial or HC-1 Historic Downtown Commercial district; and shall not be permitted on any lot that is surrounded by residential dwelling units. Freestanding billboards shall only be permitted within other non-residential districts at such locations and in such a manner as will not constitute a traffic hazard or eyesore. Freestanding billboards must be designed by a professional engineer for safety reasons. The sealed engineering plans must accompany the request for a permit. All billboards must have approval of the City Commission;
- (D) *Electronic Message Boards.* All or part of a sign for a permitted non-residential use located in a non-residential zoning district may include an electronic message board. An electronic message board sign may only be used as part of a permitted free standing or ground-mounted sign. The electronic message board may display a static, fixed image, with changes of copy not more frequently than once every five seconds. An electronic message board shall not flash or animate static information. Electronic message center signs in residential zoning districts are limited to places of public assembly and K—12 schools.
- (E) Where the rear of a sign would be visible from any street or from an adjoining district of residential classification, the exposed structural members of such sign shall be concealed by painted lattice work or by planting, and such back screening shall be properly maintained.
- (F) The following signs are permitted in non-residential zoning districts unless not allowed due to other provisions of this Code:
 - (1) The total surface area of sign, other than billboards, shall not exceed 200 square feet per zoning lot, except for signage in multi-use complexes and shopping centers (Section 4.04.04).
 - (2) Signs serving or incidental to a Special Exception subject to approval by the City or Wauchula City Commission; and
 - (3) Small incidental signs such as those necessary to control or direct traffic, parking, or access shall be permitted in addition to those allowed above, provided no such sign shall exceed two square feet on one side.
- (G) Portable signs other than sidewalk signs as permitted in Section 4.04.07 are permitted for a maximum of ten days upon approval of the Development Director.

4.04.01 Signs for Permitted Non-Residential Uses Located in Non-Residential Zoning Districts. Signs are permitted as an accessory use to structures on property located in non-residential zoning districts.

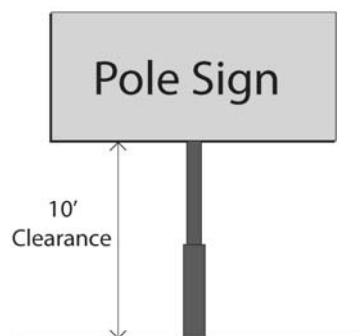
- (A) *Number of Free Standing/Ground-mounted Signs Permitted.* For each frontage of 75 feet to 250 feet on a publicly maintained road, one free standing/ground-mounted sign is permitted near the right-of-way. For parcels having 250 feet or more of frontage on a single road, an additional free standing/ground-mounted sign per entrance shall be allowed and signs shall be located near the entrance.
- (B) *Corner Lots.* For lots or parcels situated at intersections, an additional sign may be placed on the additional street frontage, one for up to 250 feet of frontage and one additional sign if there is more than 250 feet of street frontage, placed on the second street.
- (C) *Small Lots.* For businesses with less than 75 feet of street frontage, only one sign, mounted on the building, is allowed.
- (D) *Through Lots.* For through lots, an additional sign may be mounted on the back of the building.
- (E) *Sign Types.* The maximum 200 square feet of signage as required by Section 4.04.00(F)(1) may be distributed through the following sign types:
- (1) *Design Standards for Affixed Signs.* Signs that are affixed to a building are limited to one square foot of sign area for each two lineal feet of street frontage, or 36 square feet of sign area, whichever is larger, and limited to a total of six signs.
 - (2) *Design Standards for Projecting Signs:* Projecting signs shall be permitted as building signs within the C-2 and HC-1 zoning districts subject to the following conditions:
 - a. Projecting signs shall be included in calculating the maximum allowable building sign area in accordance with Section 4.04.01 and shall have no more than two sides.
 - b. One projecting sign may be permitted per principal ground-floor business.
 - c. Projecting signs shall not exceed eight square feet in sign area if mounted at a height of 15 feet or lower measured from the finished sidewalk to the bottom of the sign.
 - d. Projecting signs shall not exceed 25 square feet in sign area if mounted higher than 15 feet measured from the finished sidewalk to the bottom of the sign.
 - e. Projecting signs shall be located within five feet (horizontally) of the principal business entrance. In no case, however, shall a projecting sign be mounted within ten feet of any other projecting sign.
 - f. Projecting signs may project no more than 42 inches from the building wall.
 - g. Projecting signs shall maintain a seven-foot clearance, between the bottom of the sign and the finished surface of all public and private pedestrian pathways.
 - h. Within the HC-1 zoning district, exceptions to conditions b. through f. above may be approved by the Historic Preservation Board based upon a determination that sufficient historical documentation exists to justify the exception(s).

Example of Projecting Sign



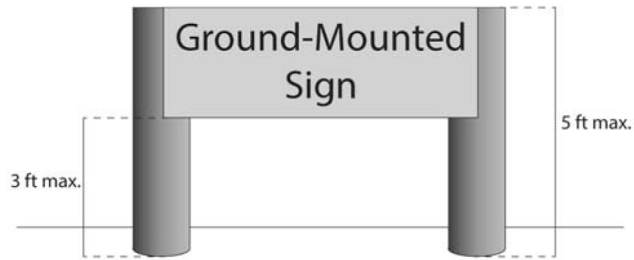
- (3) *Design Standards for Freestanding Signs.* Total sign area may be up to two square feet for each lineal foot of building street frontage or one square foot for each lineal foot of lot street frontage whichever results in a larger sign area, but not to exceed 64 square feet in C-2 and I zones. Sign height shall not exceed 15 feet in C-2 and I zones. All freestanding signs shall be set back ten feet from any property line.

Example of free standing (pole) Sign



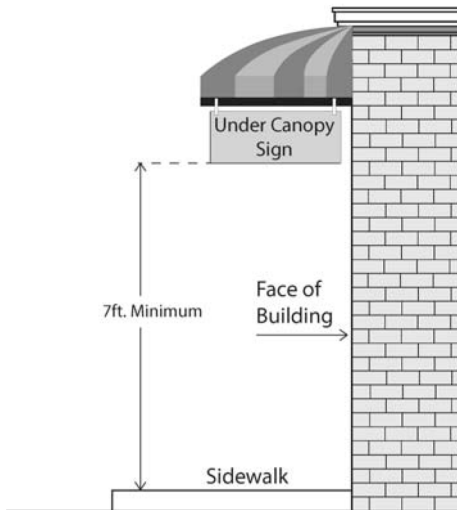
- (4) *Design Standards for Ground-mounted Signs.* Ground-mounted signs shall not exceed five feet in height and the bottom of a ground-mounted sign shall be a maximum of three feet above the ground. The total sign area may be up to two square feet for each lineal foot of building street frontage or one square foot for each lineal foot of lot street frontage whichever results in a larger sign area, but not to exceed 48 square feet in surface area and may contain an area designated as a reader sign board which does not exceed 50% of the sign surface per side. All ground-mounted signs shall be set back ten feet from any property line and must meet requirements as provided in Section 3.02.04 of this code relating to Clear Visibility Triangle.

Example of Ground-Mounted Sign



- (5) *Design Standards for Under Canopy Signs.* Signs mounted under a canopy, awning, or awning-like structure shall be a maximum of four square feet in size, shall maintain a clearance of seven feet from the bottom of the sign to the top of the walkway beneath, and shall swing freely. Under canopy or under awning signs that are not visible from the property frontage shall not count against the total signage.

Example of Under Canopy Sign



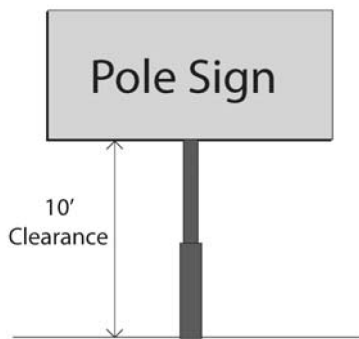
- (F) *Engineering Plans Required for Large Signs.* Signs exceeding 72 square feet must be designed by a professional engineer for safety reasons. The sealed engineering plans must accompany the request for a permit.
- (G) *Window advertising.* Window advertising of the kind described in this paragraph shall not count against the total signage for a business, industry, or profession, but not more than 25 percent of all of the glass surfaces of the windows facing a public street or right-of-way may be used for signage or any other opaque items that block the glass, including, but not limited to, posters, fliers, advertisements, display racks, other interior furnishings, or similar materials or objects.

4.04.02 Signs for permitted non-residential uses located in residential zoning districts. Signs are permitted accessory to permitted non-residential uses on residentially zoned property. No sign shall exceed five feet in height.

- (A) *Number of signs permitted.* Except as provided in this paragraph, no more than one ground-mounted or free standing sign shall be permitted for each development site. For parcels having 250 feet or more of frontage on a single road, an additional sign per entrance shall be allowed and signs shall be located near the entrance. No part of any ground-mounted or free standing sign shall be located within ten feet of any property line or right-of-way. This shall be construed to mean that no portion of any sign shall extend beyond any property line.

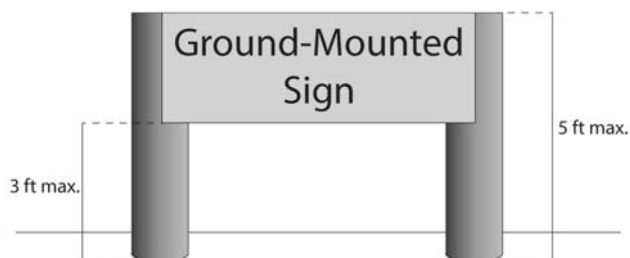
- (B) *Corner lots.* For lots or parcels situated at intersections, an additional freestanding/ground-mounted sign may be placed on the secondary street frontage of 75 feet or more on a publicly maintained road. No more than three ground-mounted or pole signs may be permitted on any development site.
- (C) *Small lots.* For lots with less than 75 feet of street frontage, only one sign, mounted on the building and meeting the requirements of Section 4.04.02(D)(1), is allowed.
- (D) *Sign types.* The total sign area for each development site shall not exceed 200 square feet. The sign area can be distributed through the following sign types:
- (1) *Design standards for affixed signs.* Maximum affixed sign area shall be one and one-half square feet for each foot of building frontage, up to the maximum 36 square feet per sign, and limited to a total of six signs.
 - (2) *Design standards for freestanding signs.* Freestanding signs shall only be permitted on frontage facing arterial roadways as defined on the Existing Functional Classification Map as adopted in the 2030 Comprehensive Plan. Freestanding signs shall not exceed 15 feet in height, and must have a minimum ground clearance of ten feet. A freestanding sign shall not exceed 48 square feet in surface area and may contain an area designed as a reader sign board which does not exceed 24 square feet per side or more than 50 percent per side, whichever is less.

Example of Freestanding (Pole) Sign



- (3) *Design standards for ground-mounted signs.* Ground-mounted signs shall not exceed five feet in height. The bottom of a ground-mounted sign shall be a maximum of three feet above the ground and shall not exceed 32 square feet in surface area per side and may contain an area designated as a reader sign board which does not exceed 50 percent of the sign surface per side. All ground-mounted signs must meet requirements as provided in Section 3.02.04 of this Code relating to Clear Visibility Triangle.

Example of Ground-Mounted Sign



- (E) *Window advertising.* Window advertising of the kind described in this paragraph shall not count against the total signage, but not more than 25 percent of all of the glass surfaces of the windows facing a public street or right-of-way may be used for signage or any other opaque items that block the glass, including,

but not limited to, posters, fliers, advertisements, display racks, other interior furnishings, or similar materials or objects.

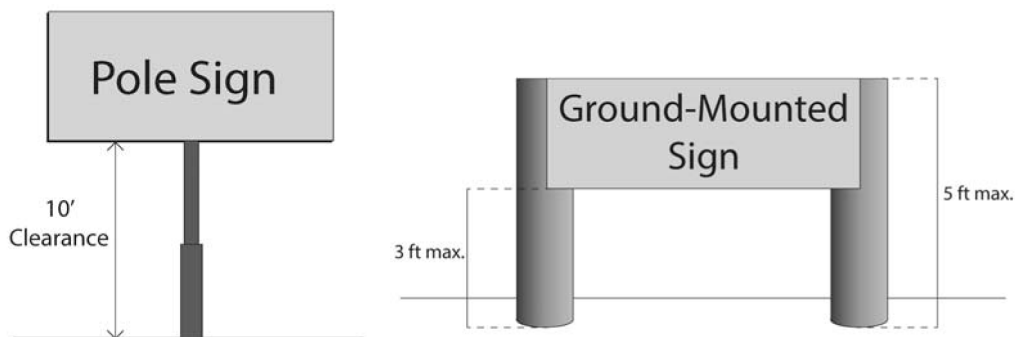
- (F) *Landscaping.* All ground-mounted and pole signs shall be landscaped. When shrubs or small trees are used, only those shrubs or small trees listed in this Code are permissible. For a list of permissible shrubs and trees, see Article 3, Section 3.07.10.
- (G) *Illumination.* Illumination of permitted signs may be from external sources. Lighting on signs which are not internally illuminated shall be shielded with an opaque shade and directed so as to produce no glare on roadways or surrounding properties. The use of neon is prohibited. The sign may not be lit after 11:00 p.m.

4.04.03 Signs for permitted residential uses. Notwithstanding any other provision of this Article 4, the following signs are permitted in residential or PUD zoning districts.

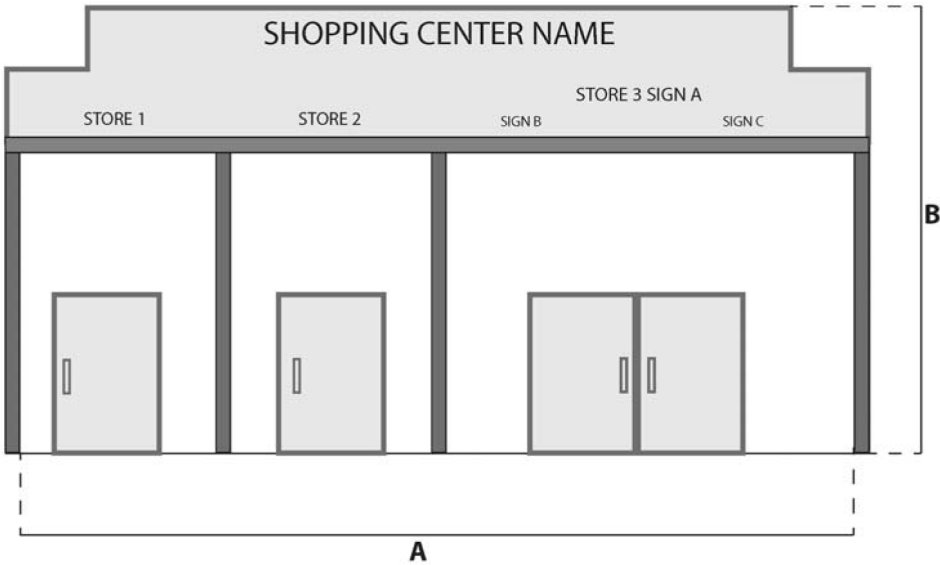
- (A) *Subdivision identification signs.* Non-illuminated or indirectly lit ground or wall signs identifying a neighborhood for residential areas that include at least five acres of land area are permitted. These signs shall only be allowed at major entrance-ways; and not more than one sign shall be located at each entrance-way.
- (B) *Multifamily housing developments.* Multifamily housing developments may have one identification sign per street frontage. These signs may be ground or wall signs. The only form of artificial illumination allowed is indirect illumination. Identification signs shall be limited to one square foot of area per dwelling unit up to a maximum of 30 square feet.

4.04.04 Multi-use complex and shopping centers. This section shall apply to all shopping centers and multi-use complexes located within commercial and industrial zoning districts.

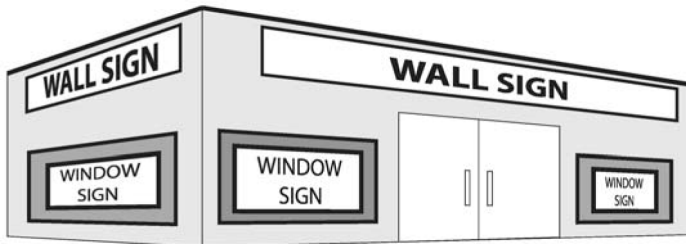
- (A) *Number of freestanding/ground-mounted signs permitted.* For each frontage of 75 feet to 250 feet on a publicly maintained road, one freestanding/ground-mounted sign is permitted for the development near the right-of-way. For parcels having 250 feet or more of frontage on a single road, an additional sign per entrance shall be allowed and signs shall be located near the entrance.
- (B) *Corner Lots.* For lots or parcels situated at intersections, an additional freestanding/ground-mounted sign may be placed on the secondary street frontage of 75 feet or more on a publicly maintained road. No more than three ground-mounted or pole signs may be permitted on any development site.
- (C) *Sign Types.* The following sign types are permitted:
 - (1) *Freestanding or Ground Mounted Signs.* Total sign area may be up two square feet for each lineal foot of building street frontage or one square foot for each lineal foot of lot street frontage whichever results in a larger sign area, but not to exceed 64 square feet. Sign height shall not exceed 15 feet. All freestanding or ground mounted signs shall be set back ten feet from any property line. Business directories are allowed as a part of the sign face square footage, but not in addition to it. Individual business directory signs shall be a minimum of 12) inches in height.



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- (2) *Affixed/Projecting Signs.* Affixed/Projecting signage is allotted to the development as a whole as well as the occupants of the multi-occupancy development.
- a. Signage for the Multi-Occupancy Development Property:
1. Each multiple-occupancy development property may display one affixed sign on any one side of the principal building in which such occupancy is located.
 2. The sign shall be no greater than 20% of the surface area of such building side or 200 square feet, whichever is the smaller.
 3. Where a multiple-occupancy development consists of only one principal building, one additional sign (a secondary sign) may be allowed if a second public street abuts the multiple-occupancy development.
 4. The size of the secondary sign may not exceed an area of 50 square feet.
 5. The secondary sign for a multiple-occupancy complex shall only include identification of the multiple-occupancy complex.
 6. Wall-mounted signs for a multiple-occupancy complex shall only include identification of the complex itself.
 7. No secondary sign shall be allowed to be located on any face of a building or any roof which would be directly opposing any property having a single-family land use designation on the future land use map or zoned for single-family use. This provision shall not apply to single-family land uses designated on arterial roadways (shown in the City of Wauchula 2030 Comprehensive Plan).

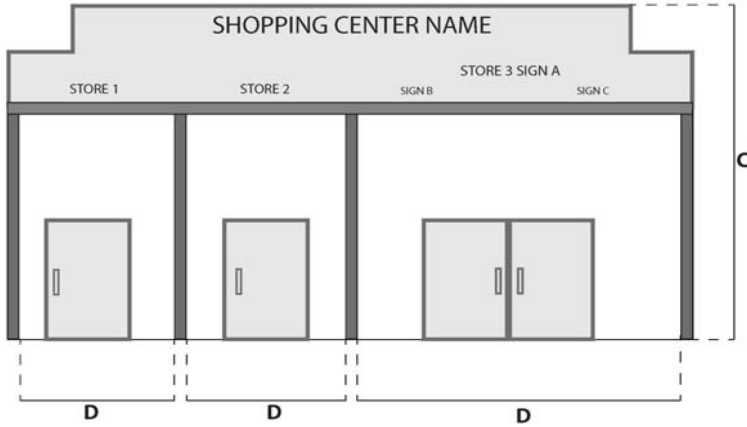


maximum = 20% of A x B or 200 sq ft, whichever is less

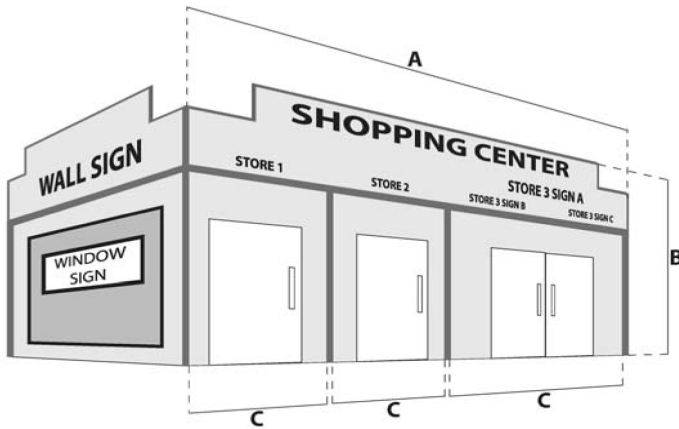


- b. *Signs for occupants of a multiple-occupancy development.* Each occupant of a multiple-occupancy complex may display such signs on the principal building in which such occupant is located, with the following limitations.
1. The sign may be placed only on the exterior surface of the principal building, or portion thereof, which is included as part of the occupant's individually leased or owned premises in accordance with the following:
 - (a) On the side which is the primary entrance/exit to the occupancy, the occupant may display in the leased or owned area as many as three signs.
 - (b) Only one building side will be considered as being any occupant's primary entrance/exit.
 - (c) The three signs may have a combined maximum size of ten percent of the surface area of the exterior wall included in such occupant's individually leased or owned premises or 100 square feet, whichever is the less.

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- (d) If the occupant has an entrance/exit on a corner or on more than one side, the occupant may choose which building side shall count as having the primary entrance/exit.
 - (e) One additional sign may be placed on the non-entrance/exit side of the occupant's leased or owned area.
 - (f) The maximum size of a sign on a non-entrance/exit side of an occupancy shall be 24 square feet. Such sign shall be allowed if the property adjacent or opposite to the non-entrance/exit side is zoned non-residential.
- 2. Each occupant, the individually owned or leased premises of which do not include part of an exterior wall of a principal building, may nevertheless display one such sign of up to six square feet of sign area on one side of the principal building in which such occupant is located.
 - 3. A common or jointly owned area shall not be included as part of the exterior surface of any one occupancy. The allowable sign area of two or more occupants may be placed on a common or jointly owned area providing:
 - (a) The common area is an integral part of all occupants which will be included in the sign.
 - (b) Only one sign, common to all occupants of the common area, may be displayed.



each business = 10% of C x D or 100 sq ft, whichever is less



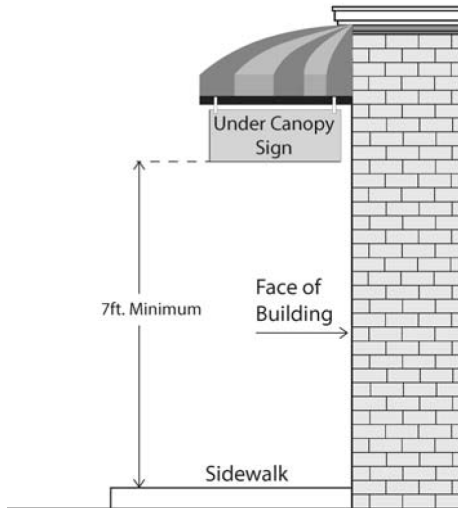
Shopping Center Sign = max. of 20% of A x B or 200 sqft, whichever is less

Wall Sign (Secondary Shopping Center Sign) = max. of 50sqft

Each Business = a max. of 10% of B x C or 100 sqft, whichever is less

- (3) *Under Canopy or Under Awning Signs.* Under canopy or under awning signs that are not visible from the property frontage shall not count against the total signage. One under canopy or under awning sign per tenant shall be permitted as follows:

Signs mounted under a canopy, awning, or awning-like structure shall be a maximum of four square feet in size, shall maintain a clearance of seven feet from the bottom of the sign to the top of the walkway beneath, and shall swing freely.



- (4) *Window Advertising.* Window advertising of the kind described in this paragraph shall not count against the total signage, but not more than 25% of all of the glass surfaces of the windows facing a public street or right-of-way may be used for signage or any other opaque items that block the glass, including, but not limited to, posters, fliers, advertisements, display racks, other interior furnishings, or similar materials or objects.
- (D) *Landscaping.* All ground-mounted and free standing signs shall be landscaped. When shrubs or small trees are used, only those shrubs or small trees listed in this Code are permissible. For a list of permissible shrubs and trees, see Article 3, Section 3.07.10.
- (E) *Illumination.* Illumination of permitted signs may be from external sources. Lighting on signs which are not internally illuminated shall be shielded with an opaque shade and directed so as to produce no glare on roadways or surrounding properties. The use of neon is prohibited.

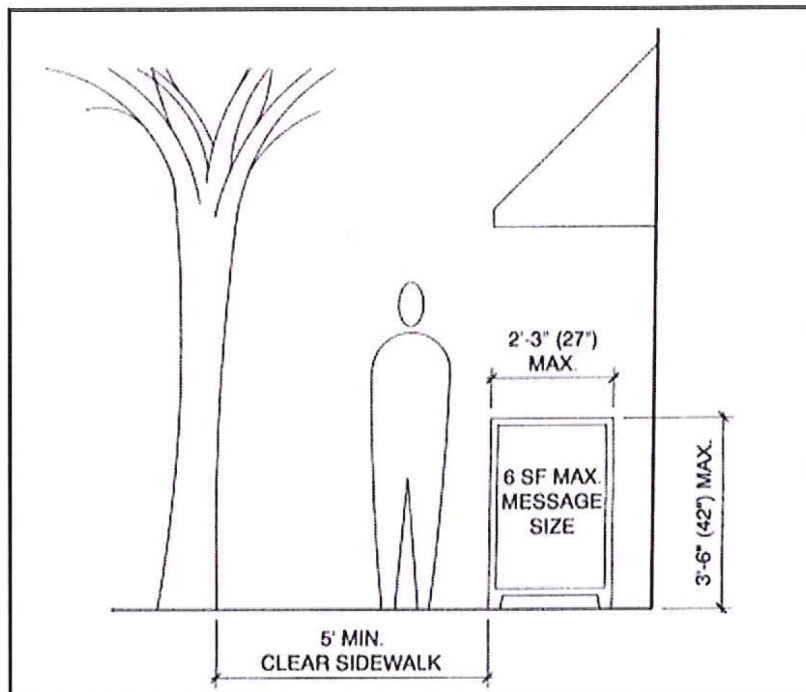
4.04.05 Special Event Signs. Notwithstanding any other provision of this Article 4, the Development Director may permit a special event signing program for a period of not more than 30 days in a year for any use or combination of uses of any type, except for political signs as explained in (D). Special event signs may include, but are not limited to:

- (A) Signs consisting of one or more banners, flags, pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move in the wind.
- (B) Searchlights used to advertise or promote a business or to attract customers to a property.
- (C) For each lot with a semi-public use - religious, charitable, educational, or cultural - signs not exceeding six square feet in area that are used for not more than 30 days.
- (D) Political signs: For each lot, one sign no more than six square feet in area which is put in place no earlier than 60 days prior to the election or referendum to which they pertain. These political signs must be removed within ten working days after the election or referendum to which the sign relates is over. The person or persons responsible for the placement of a political sign must be responsible for its removal.

4.04.06 Entrance/Exit Signs. All entrance and exit signs, such as those found at banks and fast-food restaurants, must be placed low enough so as not to obstruct visibility of the roadway. Additionally, one signs may be internally lit; two signs shall be no larger than two square feet; three signs shall not be placed in the road right-of-way; and four signs must conform to all the regulations of this Article.

4.04.07 Free-standing Sidewalk Signs. Sidewalk signs may be placed on sidewalks in the rights-of-way located in the area bounded by Palmetto Street, Florida Avenue, Orange Street, and 3rd Avenue under the following conditions:

- (A) **Safety:** The placement of the sidewalk sign on public property shall be allowed if the sign will not constitute a traffic hazard or nuisance.
- (B) **Use:** Sidewalk signs can only be used during the hours when the business is open to the public and must be brought in at the close of business or in the event of high winds, severe weather watches or warnings, and/or upon issuance of a hurricane evacuation notice for Hardee County.
- (C) **Number:** One sidewalk sign meeting the requirements of this Code is permitted per establishment for each primary public entrance from the sidewalk. Buildings with multiple tenants are allowed one sign per primary public entrance from the sidewalk if placed no closer than ten feet from another such sign.
- (D) **Size:**
 1. The total sidewalk signs shall be no larger than 27 inches in width and 42 inches in height and no materials such as papers, balloons, windsocks, etc., may be added. The height of such signs may not be artificially increased above the allowed maximum by placing material underneath the base of such sign.
 2. Sidewalk signs shall have no more than two display sides. A-frame signs shall have a maximum internal spacing between faces of 45 degrees.
 3. Sidewalk signs are considered accessory signage and do not count against the permitted sign area for permanent signs.



- (E) **Location.**
 1. Sidewalk signs shall be located directly in front of the sponsoring establishment within 15 feet of the primary public entrance.
 2. Sidewalk signs shall only be placed where there is eight feet of clear passageway width, with no obstructions, on a sidewalk or pedestrian walkway.

3. Sidewalk signs shall not block or restrict pedestrian movement and when the sign is in place, there shall be a minimum of five feet clear sidewalk or walkway width for pedestrian travel and otherwise shall comply with the Americans with Disabilities Act (ADA) requirements.
 4. Sidewalk signs may not be placed in the driving lanes of a public street, or any portion of the street pavement, or in parking stalls on the public right-of-way.
 5. Sidewalk signs shall not be placed so as to obstruct vehicular traffic sight.
 6. Sidewalk signs shall not be placed within two feet of the face of any curb when abutting parallel parking spaces.
 7. Sidewalk signs shall not be placed where they interfere with any exit, fire hydrant, parking meter, bus stop, loading zone, bicycle rack, sidewalk ramp, wheelchair ramp, any required ADA routes, or similar public facility.
- (F) *Construction and design.*
1. Sidewalk signs shall be constructed of durable, weather-resistant materials such as wood, steel, aluminum and PVC. The use of cardboard, paper, fabric, and non-rigid materials is prohibited.
 2. Sidewalk signs must be readily portable but stable, able to withstand modest wind speeds and accidental contact.
 3. Signs shall be free of sharp or jagged edges and corners and may not contain anything including foil, mirrors, bare metal, or other reflective materials, which could create hazardous conditions to motorist, bicyclist, or pedestrians. The feet and/or base structure of the sign shall be clearly visible.
 4. Signs shall not contain any electrical components (battery or otherwise), lighting, parasite signs, nor any moving parts, including balloons, flags, and streamers. Sidewalk signs shall not swing, rotate, or twirl.
 5. The maximum number of sides for a sidewalk sign shall be two with a maximum internal spacing between faces of 45 degrees.
 6. Sidewalk signs may consist of changeable copy signs, chalkboard surfaces, and dry erase marker board surfaces (e.g., white boards). All signs shall be legible.
- (G) *Permitting.*
1. Sidewalk signs do not require a permit from the Development Director.
 2. Signage ownership identification. Each sidewalk sign shall have placed on it, within easy viewing of a city inspector, the sign-owner's name, sponsoring location address, and contact information (mailing address and telephone number or email address).
 3. Sidewalk signs located along U.S. 17 shall be subject to FDOT procedures.
- (H) *Maintenance.* Signs shall be maintained in a good condition and kept clean so as not to be unsightly or offensive in appearance. Faded or peeling signage shall be refinished, replaced, or removed.
- (I) *Exceptions.* The following signs shall be exempt from the provisions of this chapter:
1. Signs installed or displayed by the City, another governmental agency, a public utility, or common carrier.
 2. Signs required to be posted or maintained by law or governmental rule, order, or regulation.
- (J) *Indemnification and removal.*

1. Any person who wishes to place a "sidewalk" sign on a public sidewalk shall do so at his, her or its own risk and shall defend, indemnify and hold harmless the City of Wauchula, Hardee County, and/or the Florida Department of Transportation from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorney's fees), of whatsoever kind or nature arising out of or in any way related to the design, construction, installation or maintenance of the "sidewalk" sign or any act or omission of the sign owner or his, her or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the public sidewalk or elsewhere.
2. Neither the city, the County, nor FDOT shall be liable to any person under any circumstances for the design, construction, installation, or maintenance of any "sidewalk" sign placed on a public sidewalk and the city expressly disclaims any duty to inspect "sidewalk" signs for any purpose whatsoever.
3. All sidewalk signs shall be subject to the public's use of the said public right-of-way. The city manager or his/her designee may require the immediate removal, on a temporary or permanent basis and without compensation, of any sandwich board sign from the public right-of-way when such removal is determined to be reasonably necessary to protect the public health, safety or welfare or to permit other lawful and proper uses of such right-of-way.
4. The city and/or FDOT shall have the right to remove and impound any signs which obstruct safe pedestrian or vehicular passage or which encroach upon the FDOT-maintained right-of-way or which violate any other provision of this Code. Sidewalk signs placed in violation of this section will result in immediate removal of the sign.
5. Sidewalk signs in use as of the effective date of this Section that do not conform to the above standards and conditions shall be removed and their use discontinued within 30 days of the effective date of this section.

(Ord. No. 2014-21, § 2(Exh. A), 2-9-15; Ord. No. 2021-17, § 5, 1-10-22)

4.05.00 Maintenance.

All signs and billboards, including their supports, braces, guys and anchors, electrical parts and lighting fixtures, and all painted and display areas, shall be maintained in accordance with the building and electrical codes adopted by the City of Wauchula, and shall present a neat and clean appearance. The vegetation around, in front of, behind, and underneath the base of ground signs for a distance of 50 feet shall be neatly trimmed and free of unsightly weeds, and no rubbish or debris that would constitute a fire or health hazard shall be permitted under or near the sign.

4.06.00 Murals.

(A) *Purpose.*

- (1) It is the purpose of this section to enhance the aesthetic image of the City in order to promote tourism, enhance property values, and to showcase the historical and cultural assets of the City.
- (2) It is the purpose of this Section to protect the health, safety and welfare of the citizens of the City by establishing reasonable design criteria, permitting procedures, and maintenance requirements.

(B) *Location of Murals.* Murals may be permitted in the commercial and industrial districts only.

(C) *Permitting:*

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- (1) No person, persons, entity, or entities may install, construct, paint, or modify any mural without an approved mural permit.
- (2) Permit Application:
- a. The Community Development Department shall develop and maintain application forms and time schedules for the application process.
 - b. The application form shall include, but not be limited to the following requirements:
 1. Name and address of applicant.
 2. Name and address of property owner, if other than the applicant.
 3. Street address and parcel ID number of the property upon which the mural is to be painted.
 4. An affidavit by the property owner authorizing the painting of a mural upon the subject property and accepting responsibility for maintenance of the mural pursuant to the standards set forth in this Section of the ULDC.
 5. Scaled architectural elevation of the building façade clearly indicating the location of the proposed mural.
 6. Scaled full color rendering of the proposed mural.
 7. Color photo of the building of sufficient size and clarity to indicate the size and placement of the proposed mural.
 8. Maintenance schedule identifying how the mural will be maintained including, without limitation, the following:
 - (a) Name and address of person or entity responsible for continuing maintenance of the proposed mural;
 - (b) Description and specifics of the ultra violet light resistant coating to be applied to the proposed mural;
 - (c) Description and specifics of the sacrificial coating to be applied to the proposed mural for graffiti protection.
- (3) Review of Permit Application:
- a. There shall be a two-step review process for property located within the City Historical District:
 1. The Main Street Board and the Historic Preservation Board shall simultaneously review the application for compliance with the criteria set forth in Paragraph (F) of this Section and forward their respective responses and recommendations to the City Planning and Zoning Board within 30 days of receipt of said application by them.
 2. The Planning and Zoning Board shall review the application for compliance with Paragraph (C).2.b. and Paragraph (D) of this Section and it shall consider the respective recommendations of the Main Street Board and the Historic Preservation Board, and either approve, approve with conditions, or deny the application.
 - b. Those applications for proposed murals on buildings located outside the Historical District shall be reviewed by the Planning and Zoning Board only.
 - c. Should the Planning and Zoning Board deny the application, it shall set forth with specificity the reasons therefore and the applicant may appeal the denial to the City Commission within ten days of the date of said denial.

- d. The Commission shall review a timely filed appeal of a denied applicant within 30 days of the date the appeal is filed and affirm the denial, reverse the denial and approve the application, or reverse the denial and approve the application with conditions.
- (4) Administrative Action. The decision of the Commission shall be final administrative action, reviewable by certiorari in circuit court as provided by law.
- (D) *Mural Requirements and Review Criteria.* The Main Street Board, the Historic Preservation Board, and the Planning and Zoning Board shall apply the following criteria in the review of all mural permit applications:
- (1) City designated theme-based murals shall be encouraged to the greatest extent possible.
 - (2) Murals shall be designed for decorative, non-commercial purposes only and shall contain no written messages, logos, corporate representations, or banners, and may not be used in any way to advertise the structure or property upon which they appear. Murals that are found to be in violation of this Section shall be regulated as a sign in accordance with the applicable provisions of this Code.
 - (3) Mural colors shall be exempt from building code color regulations or other applicable regulations.
 - (4) The maximum square footage upon which a mural may be applied to the side of a multi-story structure is 40 %. Single-story structures are exempt from a maximum square footage cover requirement.
 - (5) The façades of building or structures upon which murals are applied shall be in good condition. Murals shall be applied to a prepared wall surface free of cracks, peeling paint, or stucco, and shall be covered with a protective coat to minimize deterioration.
 - (6) A proposed mural shall not create a public safety hazard, including, without limitation, a distraction to vehicular traffic, as determined by the Development Director.
 - (7) All murals shall be weatherproofed to maintain their aesthetic quality.
 - (8) Murals may be artificially illuminated as long as the lighting upon or within the mural shall be controlled and directed in such a manner as not to annoy adjacent property owners, nor impair the vision of passing motorists. All lighting for murals shall conform to the city electrical code, and installation shall be done only after obtaining an electrical permit.
 - (9) Murals shall exemplify high artistic standards of quality and shall be applied by professional artists or licensed painters, or under the direct supervision of such persons.
 - (10) Murals shall be applied in strict accordance with an approved mural permit application. Any deviation(s) from the approved permit application with respect to the rendering, materials, or style of the mural may result in the revocation of the mural permit.
 - (11) Murals shall not extend beyond or project above the vertical or horizontal line of any wall or structure upon which the mural is applied or installed. Projections greater than six inches from the surface upon which the mural is applied or installed are prohibited.
 - (12) Murals that contain obscene subject matter as defined in Chapter 847, Florida Statutes, are prohibited.
- (E) *Restoration or Removal of Murals.*
- (1) *Notice of Determination That a Mural Must be Restored or Removed:*
 - a. Upon identification of a mural that has become deteriorated or no longer satisfies the terms and conditions upon which the mural permit was granted, a notice shall be sent by the code enforcement officer to the owner(s) of the building as listed on the most recent available records of the Hardee County Property Appraiser, and to the permittee, if not the same person or entity as the owner(s). The notice shall be delivered by registered or certified mail, return receipt requested, or by hand delivery by the code enforcement officer directing that the mural be

restored or removed. Also, the notices shall be posted on or adjacent to the mural. Failure of any person to receive notice shall not invalidate any proceeding under this Section. Evidence of an attempt to serve notice and proof of posting shall be sufficient to show that these notice requirements have been met. Proof of posting shall be by affidavit of the person posting said notice. Attached to the affidavit shall be a copy of the notice posted.

- b. As applicable, the notice should contain generally the following information:
1. The name of the person upon whom the notice is served.
 2. The street address of the building upon which the mural is painted.
 3. That the mural has been determined to be deteriorated or no longer satisfies the terms and conditions upon which it was permitted.
 4. If restoration will remedy the situation, a summary of the nature and extent of restoration required.
 5. If the conditions are of such character that restoration is not feasible or reasonably expected to remedy the condition of the mural, notice that the mural must be removed.
 6. That within 45 days from the date of the notice, a proposal for restoration by a professional artist or licensed painter must be submitted to the code enforcement officer, or the mural must be removed.
- (2) *Referral to the Code Enforcement Board or Special Magistrate.* If the conditions are not remedied within 45 days of the notice of determination, or a proposal for restoration not received, and restoration not completed within a reasonable time thereafter, the determination shall be referred by the code enforcement officer to the Code Enforcement Board or Special Magistrate (hereinafter the "Board/Magistrate") for a public hearing concerning the subject mural. The owner(s) of the building and the permittee, if not the same person or entity as the owner(s), shall be notified by the code enforcement officer of the time, place, and purpose of the public hearing. Also, said notice shall be posted on or adjacent to the mural. Failure of any person to receive notice shall not invalidate any proceedings under this Section. Evidence of an attempt to serve notice and proof of posting shall be sufficient to show that these notice requirements have been met. Proof of posting with date and place of posting shall be by affidavit of the person posting the notice. Attached to the affidavit shall be a copy of the notice posted.
- (3) *Action by the Code Enforcement Board/Magistrate:*
- a. If the owner(s) of any building with a mural painted thereon has failed to restore or submit a proposal for restoration as provided in Section (E)(2), after the expiration of the 45-day period, the Board/Magistrate shall consider removing the mural.
 - b. Ease case before the Board/Magistrate shall be presented by the code enforcement officer. At the hearing, the Board/Magistrate shall proceed to receive evidence and take testimony on the cases before the Board/Magistrate. All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
 - c. After receiving evidence and or testimony on the case at said public hearing conducted by said Board/Magistrate that any mural is deteriorated or no longer satisfies the terms and conditions upon which it was permitted in accordance with Section (D), the Board/Magistrate may order the owner(s) to remedy the conditions by restoration or removal by a date set by the Board/Magistrate, and providing the failure of the owner(s) to do so will result in the Board/Magistrate authorizing the code enforcement officer to take action to remedy the conditions and charge all expenses thereof against the real property. The Board/Magistrate may take any other appropriate action to carry out the purpose and intent of its order. The

Board/Magistrate, the code enforcement officer, or the owner(s) may request a postponement or continuance of a scheduled public hearing.

- d. If the conditions are not remedied within the time established by the Board/Magistrate, the code enforcement officer shall take whatever action deemed necessary and appropriate to remedy the conditions, including fencing, screening, and removing the deteriorated mural. In the event removal of the mural is required by the code enforcement officer, the code enforcement officer shall notify the Commission prior to said removal.
- (4) *Notice of Removal:*
- a. A certified copy of the order of the Board/Magistrate's determination that the mural should be removed, together with a copy of the notice of determination by the code enforcement officer as provided in Section 3 shall be sent by the code enforcement officer to each owner listed on the most recent available records of the Hardee County Property Appraiser by registered or certified mail, return receipt requested, or by hand delivery by the code enforcement officer or City police officer.
 - b. In addition, a certified copy of the order of the Board/Magistrate's determination that the mural should be removed, together with a copy of the code enforcement officer's notice of determination, shall be posted on the building following the adoption of said order of the Board/Magistrate.
 - c. Failure of a person to receive notice shall not invalidate any proceeding under this section. Evidence of an attempt to serve notice and proof of posting shall be sufficient to show that these notice requirements have been met. Proof of posting with the date and place of posting shall be by affidavit of the person posting the notice. Attached to the affidavit shall be a copy of the notice posted.
- (5) *Appeals to the City Commission.*
- a. The Commission has the sole authority to hear and decide appeals from the decision or determination of the Board/Magistrate pursuant to the Board/Magistrate's authority under this Article. Appeals may be taken by any person aggrieved or by any officer, board, department, or agency of the City government adversely affected by the decision or determination of the Board/Magistrate. An appeal shall be taken within ten working days after rendition of said decision or determination, by filing with the code enforcement officer, a written notice of appeal specifying its grounds. The appeal shall be on a form prescribed by the Board/Magistrate.
 - b. Upon receipt of the notice of appeal, the code enforcement officer shall transmit to the Commission all documents, plans, papers, minutes, applications, recommendations, or other materials relating to the appealed decision. The appeal of any decision of the Board/Magistrate shall be on evidence made on the record made before it.
 - c. "Public Hearing." The Commission shall hold a hearing on said appeal after publication of notice stating the time, place, and purpose of the hearing in a newspaper of general circulation in the City at least ten calendar days before said hearing. The applicant or his duly authorized agent shall also post, at least ten calendar days prior to the date of such hearing, a notice provided by the code enforcement officer in a conspicuous place or places on the building or structure involved in the hearing. In all cases, affidavit proof with the date and place of the required publication and posting of the notices shall be present at the hearing. The Commission shall decide the appeal within a reasonable time. The Commission may, upon appeal, reverse, affirm, or modify any order, decision, or determination of the Board/Magistrate. If the Commission finds that the City should pay the costs of an appeal, it may so authorize. No appeal shall be granted in whole or in part unless four members of the City Commission concur.

- (6) *Administrative Action.* The decision of the Commission shall be final administrative action, reviewable by certiorari in circuit court as provided by law.
- (7) *Assessment of Cost of Abatement; Imposition of Lien.* As soon after such abatement as provided for in Paragraph H. is feasible, the cost, plus a minimum of \$100.00 to defray administrative and operating expenses for abating the nuisance on such premises, shall be calculated and invoiced by the code enforcement officer to the owner of the premises. The cost plus said expenses are due and payable upon the date of the mailing of said invoice. Such additional charges are hereby declared to be necessary for the purpose of inspection and administration and enforcement of this article. Thereupon, the code enforcement officer, shall levy a special assessment lien in the amount of such cost plus administrative expense against such premises. Such lien shall describe the premises and show the total costs assessed are due and payable. Until payment is complete, such assessments shall be legal, valid and binding obligation upon the property. Thirty days after the filing of the lien, interest shall begin to accrue at the rate of 12% per annum on any unpaid portion thereof. The amount to be charged to defray administrative and operating costs and the interest rate to accrue on liens filed hereunder shall be amended by resolution of the City Commission.
- a. *Recording of Lien.* As soon as possible after the assessment has been made, as provided in this Article, by the code enforcement officer, a certified copy of the special assessment lien shall be recorded in the official records of the county in the office of the clerk of the circuit court in and for the county, and the lien shall become effective as of the date of filing such copy with said clerk of the circuit court. The code enforcement officer after recording of said lien, shall forward to the owner or owners a copy of the recorded lien by registered or certified mail, return receipt requested, or by hand delivery, by the code enforcement officer or City police officer.
- b. *Effect of Lien.* The property lien created under the provisions of this article shall become effective as of the date of recording a certified copy in the official records of the County by the Clerk of the Circuit Court. Such assessments, together with interest thereon, may be enforced by civil action in the appropriate court of the County. The liens created under this article shall be a first lien equal to a lien for nonpayment of property taxes, on any property against which an assessment for costs to abate the nuisance has been filed, and shall continue in full force from the date of recording until discharged by satisfaction.
- c. *Satisfaction of Lien.* Upon satisfaction of the lien created under this article, the code enforcement officer shall file an order of satisfaction, release, and dismissal of lien with the clerk of the circuit court.
- (8) *Removal by Owner.* A mural may be removed by the property owner at any time.
- (F) *Minimum Exterior Property Maintenance Code.* Any violation of this order may be enforced through the Minimum Exterior Property Maintenance Code or pursuant to any other applicable law.
- (G) *Penalty.* If the code enforcement officer shall find that any of the provisions of this article are being violated, he shall notify the property owner of such violations, in writing, indicating the nature of the violation and ordering any action necessary to correct it. Any person found guilty of a violation of any provision of this article, or any lawful order of the Board/Magistrate or code enforcement officer, shall be punished in accordance with section 1-13 of the Code of Ordinances.
- (H) *Civil Remedies.* The City may institute in any court, or before any administrative board of competent jurisdiction, action to prevent, restrain, correct, or abate any violation of this article or of any order or regulations made in connection with its administration or enforcement; and the court or administrative board shall adjudge to the plaintiff such relief by way of injunction or any other remedy allowed by law or otherwise, to include mandatory injunction, as may be proper under all the facts and circumstances of the case, in order to fully effectuate the regulations adopted and orders and rulings made pursuant thereto.



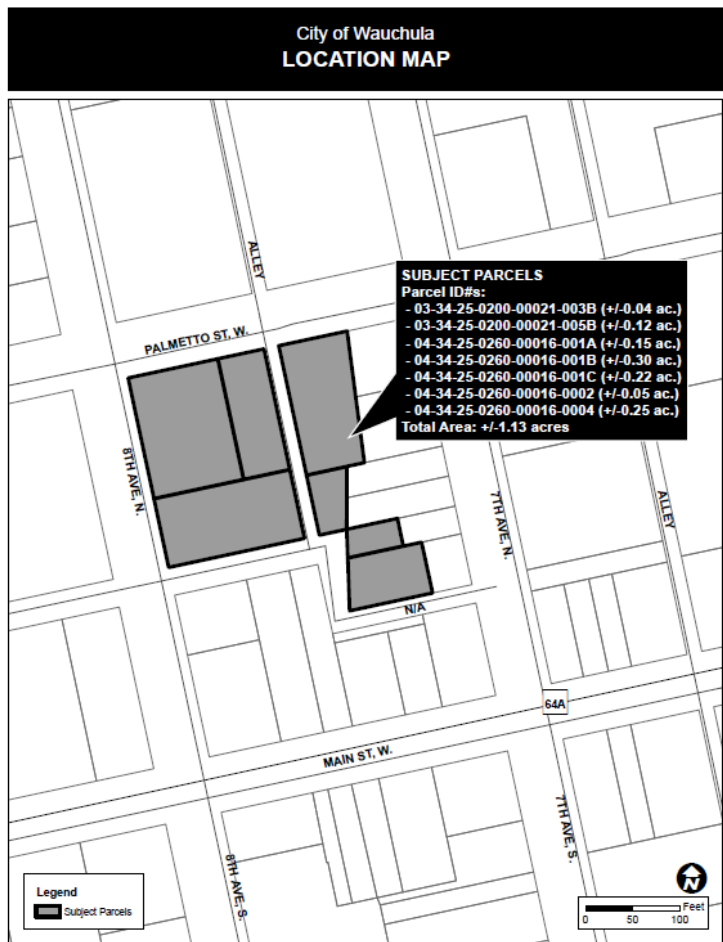
CITY OF WAUCHULA PRELIMINARY PLAT STAFF REPORT

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: April 13, 2026

DISCUSSION: Planning and Zoning Board approval of the preliminary plat for the Gardens at Midtown project for a public parking lot and townhomes



BACKGROUND:

Per Section 7.06.05 of the Land Development Code, the purpose of the Preliminary Subdivision Plat (PSP) is to provide sufficient information regarding a proposed development to enable the City to evaluate the proposed subdivision as it relates to the Comprehensive Plan and the Unified Land Development Code, to allow city staff to perform a technical review of all proposed site improvements, and to serve as the basis upon which the final plat is prepared. Upon approval of the PSP, the applicant may prepare construction plans for public infrastructure improvements.

Approval of the Preliminary Plat by the Planning and Zoning Board shall be deemed an expression of approval of the subdivision layout, and nothing more, and a motion shall be so made, and **shall be reported to the City Commission**. Preliminary Subdivision Plans remain valid for one year from the date of approval.

PLANNING AND ZONING BOARD MOTION:

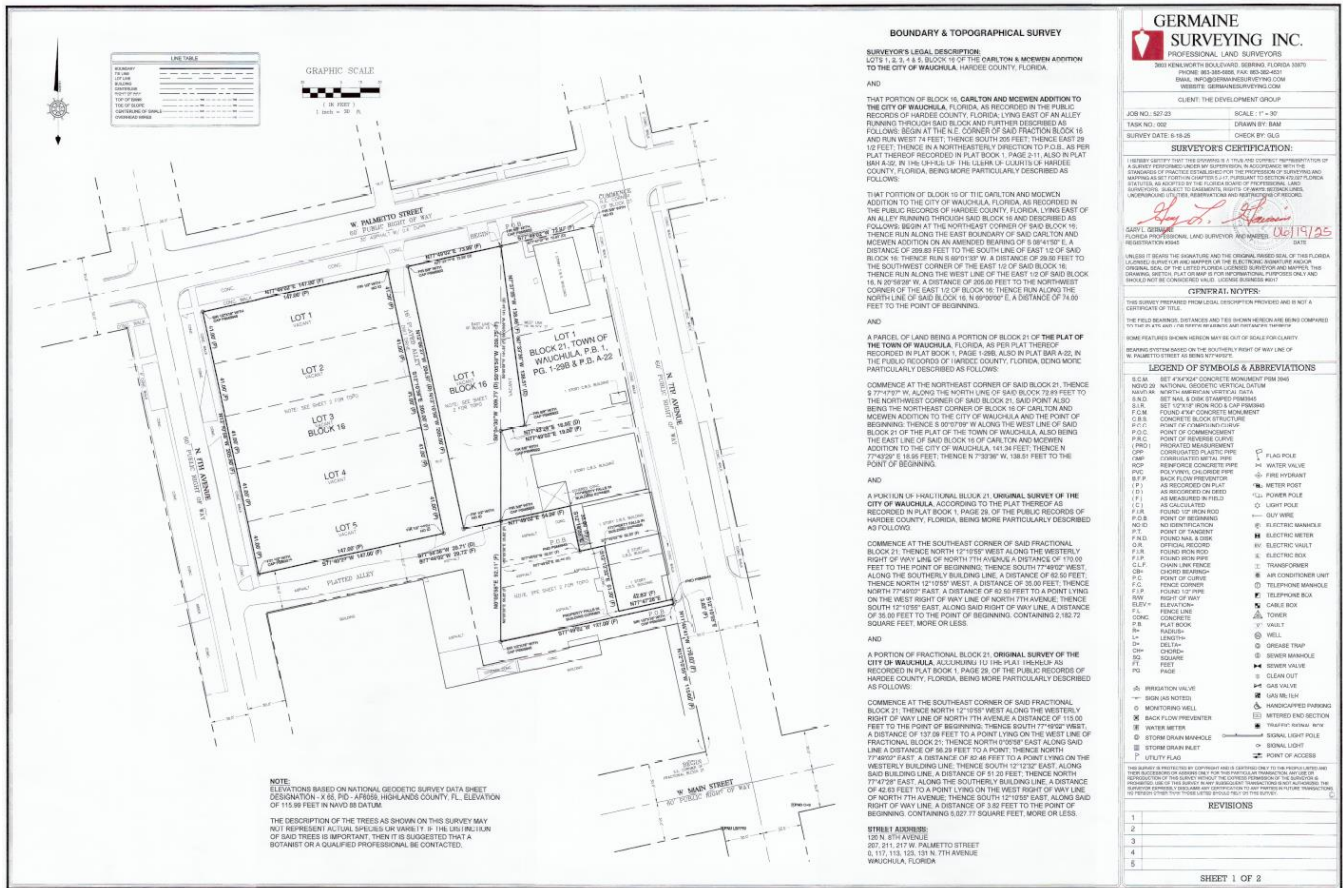
At their March 16, 2026 Meeting, the Planning and Zoning Board voted to approve the Preliminary Subdivision Plat for the proposed Gardens at Midtown Project for a public parking lot and townhomes

PROJECT INFORMATION:

The Gardens at Midtown subdivision for approximately 1.50 acres of land located at the southeast corner of the intersection of Palmetto Street and 8th Avenue North, further described as parcels 04-34-25-0260-00016-001B, 04-34-0260-00016-001A, 04-34-24-026000016-001C, 04-35-25-0260-00016-0002, 04-34-25-0260-00016-0004, 03-34-25-0200-00021-003B, AND 03-34-25-0200-00021-005B. The property has a Future Land Use of Commercial (COM) and a zoning designation of Historic Downtown Commercial (HC-1).

The proposed project includes the development of a public parking lot for the City of Wauchula and roadway resurfacing and the future development of eight townhouse units. The townhouses would access their driveways via the City's parking lot.

The Gardens at Midtown preliminary plat includes a replat of a portion of the Carlton and McEwen addition to the City of Wauchula plat, the Plat of the Town of Wauchula, and the Original Survey of the City of Wauchula. The existing plat includes an alley that has city utilities. An easement would need to be created to recognize the location of the utilities as the alley is replatted.



ANALYSIS

The Preliminary Subdivision Plat is consistent with the Comprehensive Plan and the Land Development Code. As shown on the attached map, the property is located within the area identified as having to meet the building and design standards (Section 2.06.00). These standards are applicable to all uses except those included as "single family" on the Table of Land Uses. The proposed townhouses will have to meet the requirements of this Section.

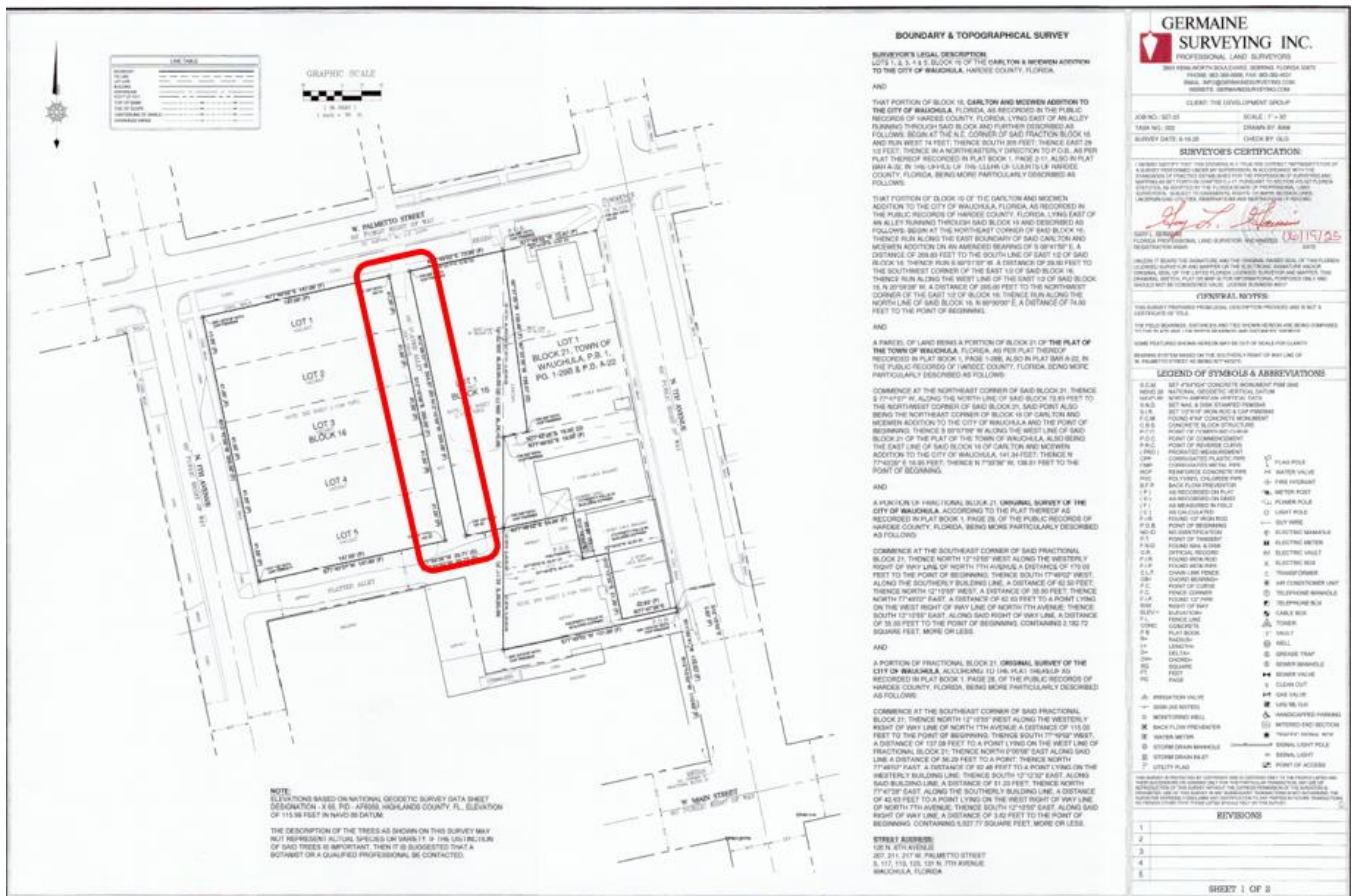
Category/Use	AG	FR	R-1A	R-1	R-2	R-3	R-4	P-1	HC-1	C-1	C-2	I	P/SP	CON
Single-Family														
Single-family, std. construction and modular	P	P	P	P	P	P	P	P	S	S	S			S
Single-family, manufactured home (mobile home)	P	P						PC						S
Manufactured Home Subdivision								PC						
Mobile Home Park								S						
Single-family, Cluster subdivision (see Section 7.07.01)	S	S	S	S	S	S	S							
Dwelling, Zero Lot Line homes (see Section 7.07.02)	PC	PC	PC	PC	PC	PC	PC							
Duplex, two family					P	P			P	P	P			

The Preliminary Plat is consistent with the intent of the Land Development Code.

PRELIMINARY SUBDIVISION PLAT CONDITIONS

The following conditions are required for the Preliminary Subdivision Plat:

1. The Final Plat will include an easement to identify the location of the existing utilities in the existing alley that is to be vacated as part of this replat.
2. Prior to development of the townhouses, the developer of the Townhouses and the City will establish an easement to provide access to the townhouse sites and address shared stormwater.
3. Prior to development of the townhouses, a Homeowner's Association document will have to be recorded to cover the property within the individual townhouse lots.

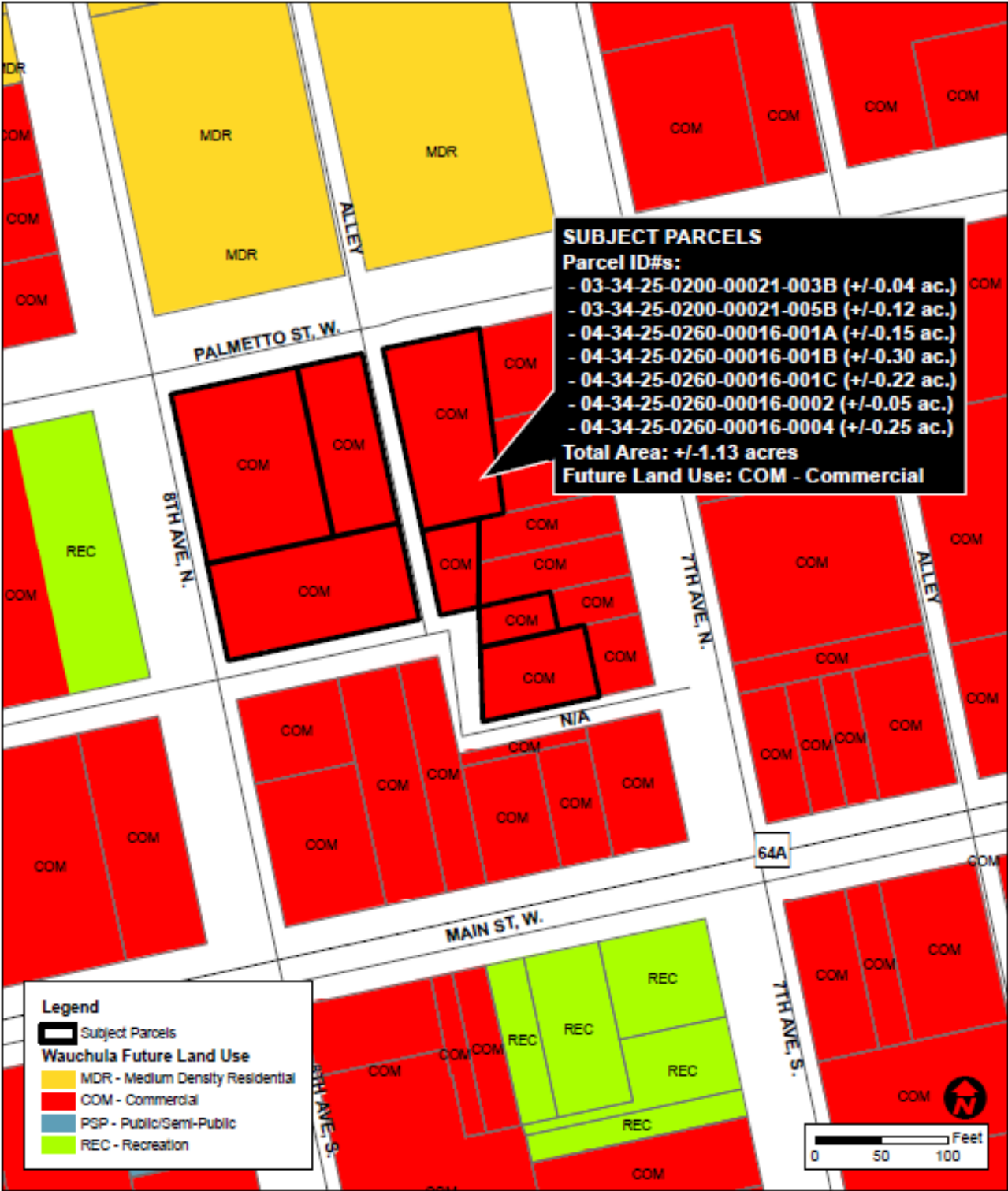


- Attachments:
- Aerial Map
 - Future Land Use Map
 - Zoning Map with building and design standards boundary
 - Preliminary Plat

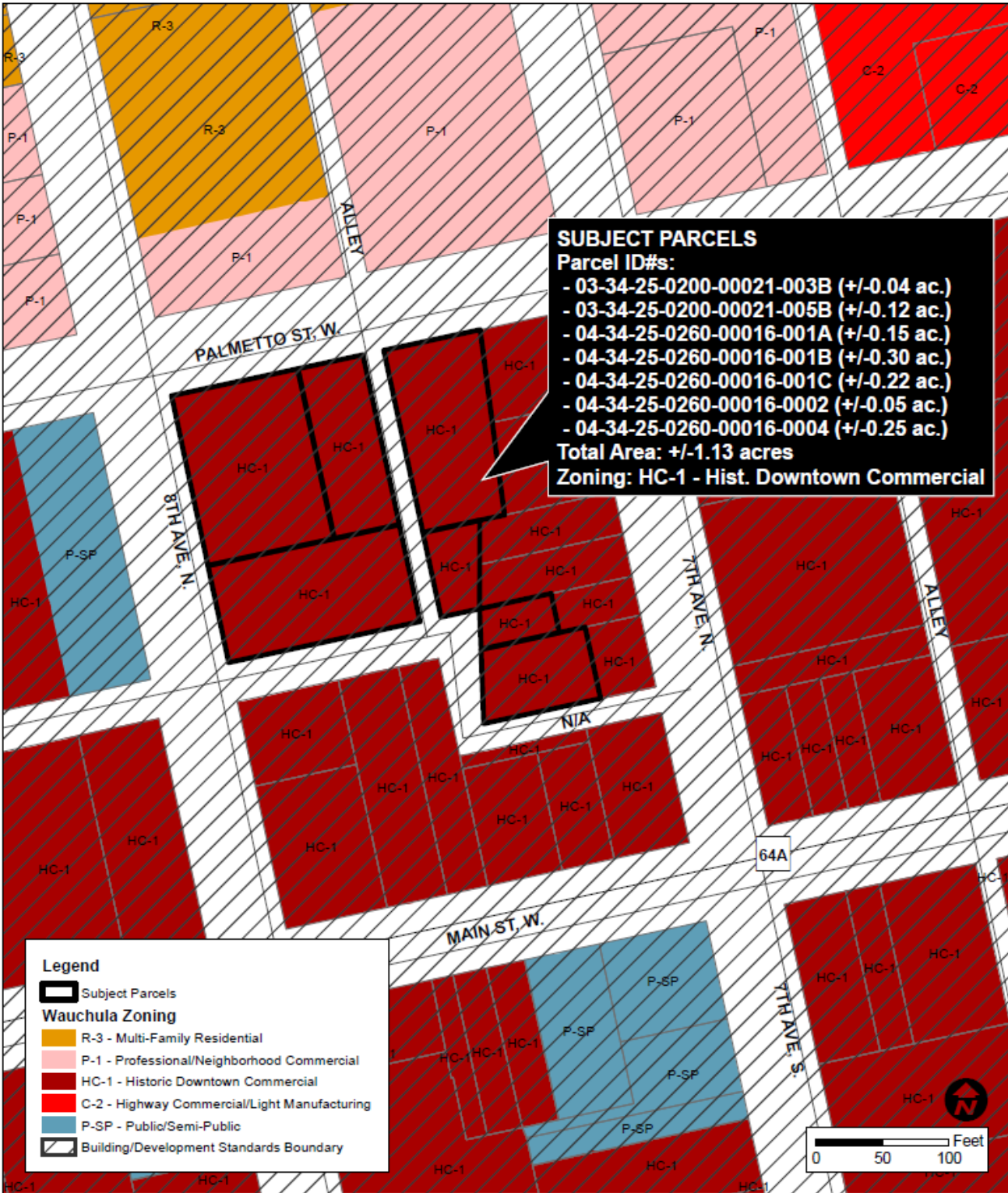
City of Wauchula AERIAL PHOTO MAP



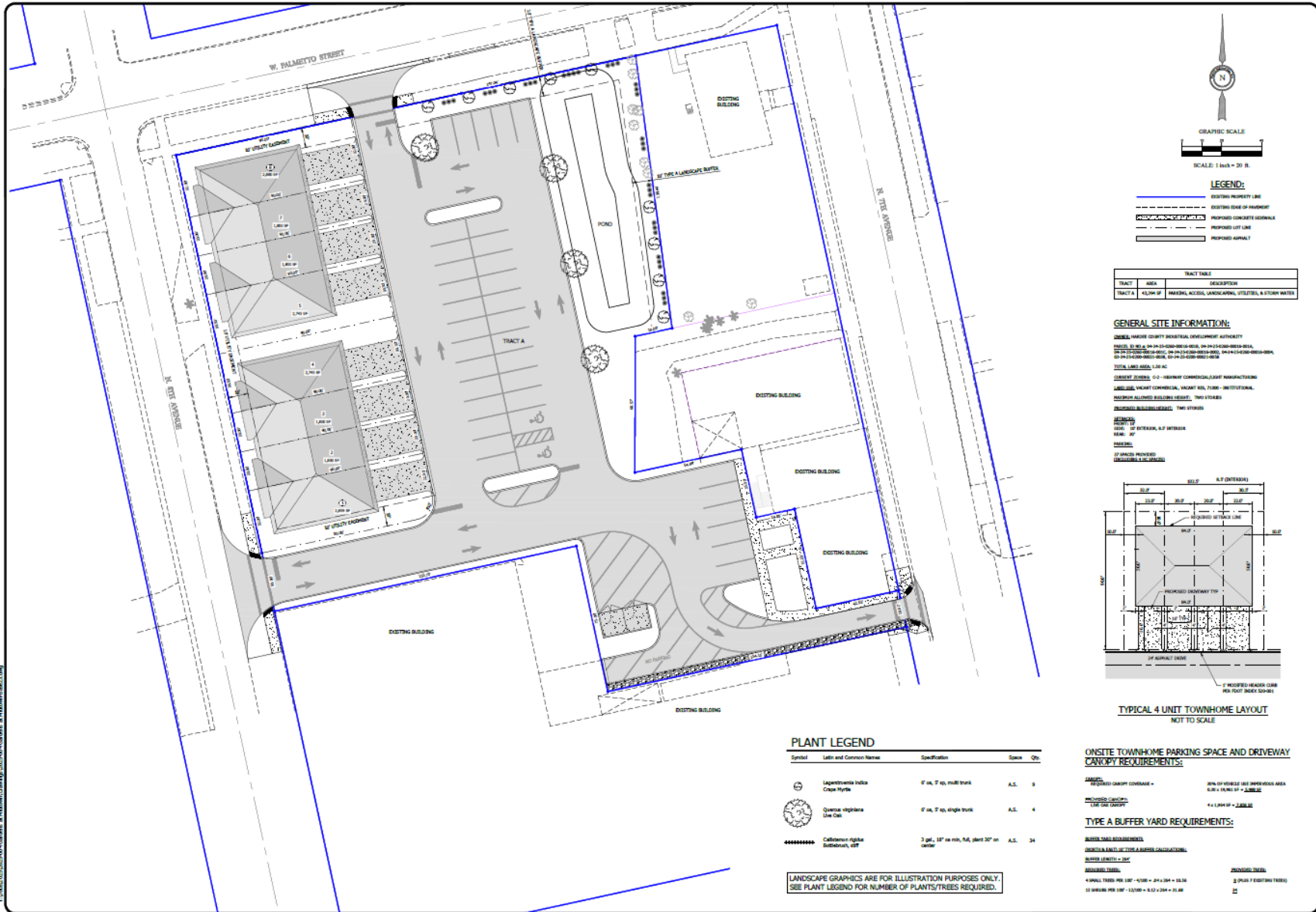
City of Wauchula FUTURE LAND USE MAP



City of Wauchula ZONING MAP



PRELIMINARY PLAT



PRELIMINARY PLAT

HUNTER ENGINEERING

4000 Duval Road
 Winter Haven, FL 33884
 Telephone: 863-976-7770
 Fax: 863-965-0181
 C.A. #RSB

Prepared For
THE DEVELOPMENT GROUP
 10750 Lake Drive
 West Lake, FL 32837

Preliminary Subdivision Plat
Gardens at Midtown
 Parking Lot Improvements
 Winter Lake, Florida

Date: February 10, 2025
 Project No: 2025-004

C1

PRELIMINARY SUBDIVISION PLAT FOR THE GARDENS AT MIDTOWN PARKING LOT IMPROVEMENTS

Wauchula, Florida
Section 04, Township 34 S., Range 25 E.



Location Map

Sheet Title	Sheet Index	Sheet No.
Cover Sheet		
Preliminary Plat		C1

Prepared For

THE DEVELOPMENT GROUP

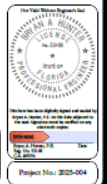
107 East Main Street
Wauchula, FL 33873

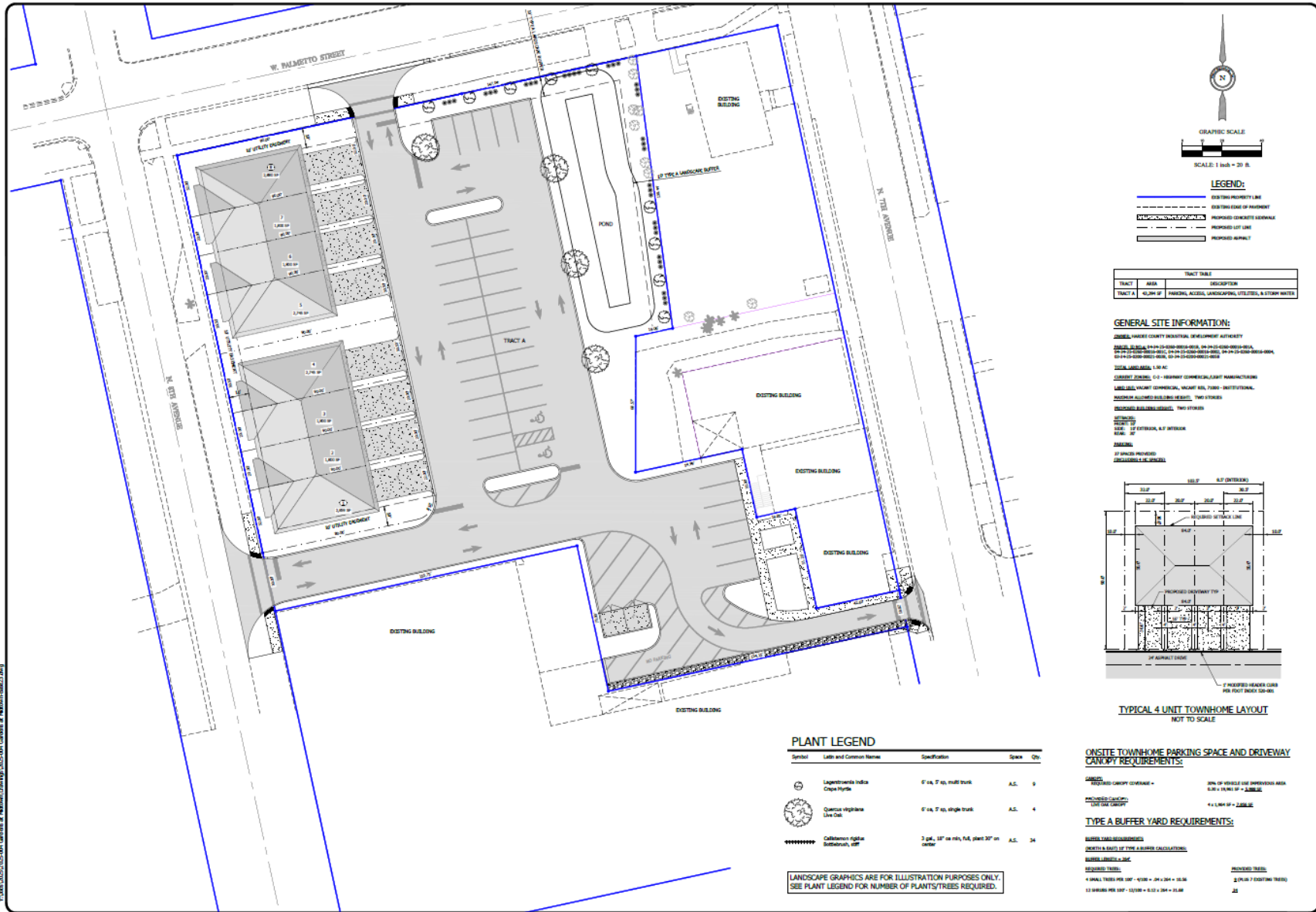
Telephone: 863.773.3030



ENGINEER OF RECORD:
HUNTER ENGINEERING, INC.

ENGINEER: BRYAN A. HUNTER, P.E.
P.E. NO.: 53168
4900 DUNDEE ROAD
WINTER HAVEN, FLORIDA, 33884
PHONE (883) 876-7770
FAX (883) 965-0181
CERTIFICATE OF AUTHORIZATION #8394





PRELIMINARY PLAT

HUNTER
ENGINEERING

4900 Double Road
Waverly/Haven, B. 13884
Telephone: 865-936-7770
Facsimile: 865-936-0881
C.A. 38254

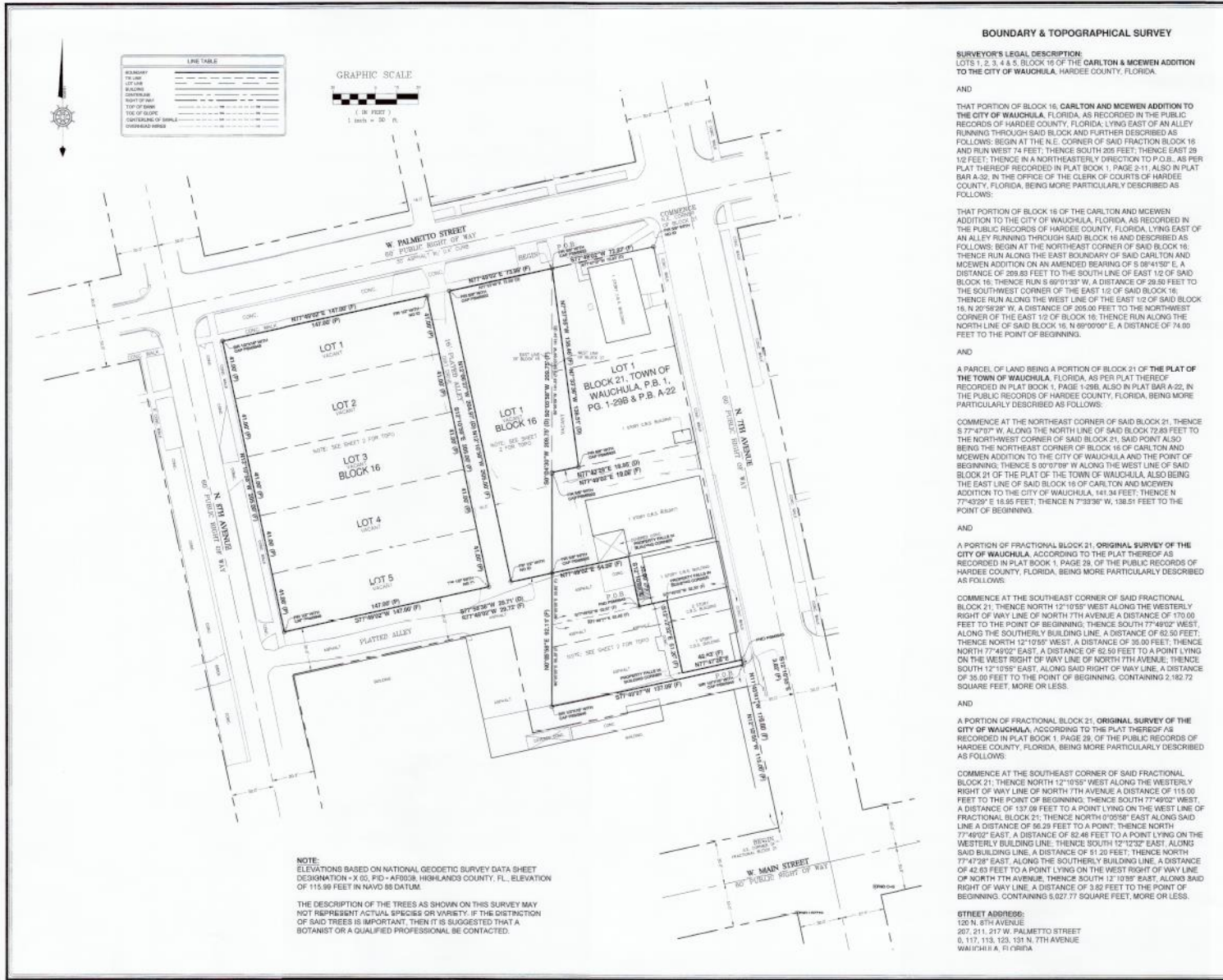
Prepared For
THE DEVELOPMENT GROUP
1077 East Main Street
Tomball, TX 77375
Telephone: 281-773-0000

Preliminary Subdivision Plat
for The
**Gardens at Midtown
Parking Lot Improvements**
Waverly, TX, 77378

Date: February 10, 2024
Project No.: 2023-004

C1

C:\Users\jgarcia\OneDrive\Documents\Midtown\Drawings\2024\004\Gardens at Midtown\002.dwg



GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS

3601 KENLWORTH BOULEVARD, SEBRING, FLORIDA 38870
PHONE: 883-348-8486, FAX: 883-362-4537
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT: THE DEVELOPMENT GROUP
JOB NO.: 52723 SCALE: 1" = 30'
TASK NO.: 002 DRAWN BY: BAM
SURVEY DATE: 5-18-25 CHECK BY: GLG

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 217, PURSUANT TO SECTION 475.07 OF FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, SUBJECT TO REGULATIONS, RIGHTS OF APPEAL, DISBARMENT, UNLAWFULITY, TEST RESTRICTIONS AND RESTRICTIONS OF CERTIFICATION.

GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR AND NUMBER: 06191925
REGISTRATION STATE: DATE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER OR THE ELECTRONIC SIGNATURE AND/OR ORIGINAL SEAL OF THE LICENSED LICENSED SURVEYOR, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE NUMBER: 8987

GENERAL NOTES:

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.
THE FIELD BEARINGS, DISTANCES AND TIES SHOWN HEREON ARE BEING COMPARED TO PLATS AND/OR DEEDS RECORDING DISTANCES THEREOF.
SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.
BEARING SYSTEM BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF W. PALMETTO STREET AS BEING N77°44'02"E.

LEGEND OF SYMBOLS & ABBREVIATIONS

- S.C.M. SET 4"x4"x2" CONCRETE MONUMENT PER 3845
- NAVD 83 NATIONAL GEODETIC VERTICAL DATA
- NAVD 83 NORTH AMERICAN VERTICAL DATA
- S.M.D. SET NAIL & DISK STAMPED FORMER
- S.I.R. SET 1/2"x3/4" IRON ROD & CAP PERMAS
- F.C.M. FOUND 4"x4" CONCRETE MONUMENT
- C.B.S. CONCRETE BLOCK STRUCTURE
- P.O.C. POINT OF COMMENCEMENT
- F.O.C. POINT OF COMMENCEMENT
- P.R.C. POINT OF REVERSE CURVE
- (PRO) PROBATED MEASUREMENT
- CMP CORRUGATED PLASTIC PIPE
- CMF CORRUGATED METAL PIPE
- MSP REINFORCED LUMBER PIPE
- PVC POLYVINYL CHLORIDE PIPE
- B.F.P. BACK FLOW PREVENTORS
- (P) AS RECORDED ON PLAT
- (D) AS RECORDED ON DEED
- (F) AS MEASURED BY FIELD
- (C) AS CALCULATED
- F.I.R. FOUND 1/2" IRON ROD
- P.O.B. POINT OF BEGINNING
- NO ID NO IDENTIFICATION
- P.I. PILES OF IRONS
- F.N.D. FOUND NAIL & DISK
- G.R. OFFICIAL RECORD
- F.I.R. FOUND IRON ROD
- F.P. FOUND IRON PIPE
- L.F.P. LUMBER FENCE
- C.B. CHISEL BEARING
- P.O. POINT OF CURVE
- F.C. FENCE CORNER
- F.I.P. FOUND 1/2" PIPE
- R.W. RIGHT OF WAY
- ELEV+ ELEVATION
- F.L. FENCE LINE
- CONC CONCRETE
- PLAT PLAT BOOK
- R+ RAISED
- L+ LENGTH
- DELTA+ DELTA
- CH+ CHORD
- SO SQUARE
- FT FEET
- PG PAGE
- IRRIGATION VALVE
- SAUNY (AS NOTED)
- MONITORING WELL
- BACK FLOW PREVENTER
- WATER METER
- STORM DRAIN MANHOLE
- STORM DRAIN INLET
- UTILITY FLAG
- FLAG POLE
- WATERSH VALVE
- FIRE HYDRANT
- METER POST
- POWER POLE
- LIGHT POLE
- GLY WIRE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC VAULT
- ELECTRIC BOX
- UNANS-UNANS
- AIR CONDITIONER UNIT
- TELEPHONE MANHOLE
- TRAFFIC SIGNAL
- CABLE BOX
- TOWER
- VAULT
- WELL
- GREASE TRAP
- SEWER MANHOLE
- SEWER VALVE
- CLEAN OUT
- GRID VALVE
- GRID METER
- HANDICAPPED PARKING
- METERED END SECTION
- TRAFFIC SIGNAL POLE
- SIGNAL LIGHT POLE
- SIGNAL LIGHT
- POINT OF ACCESS

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PERSONS NAMED AND THEIR SUCCESSORS OR ASSIGNS ONLY FOR THIS PARTICULAR TRANSACTION AND USE OR REPRODUCTION OF THIS SURVEY WITH THE CONSENTED PERMISSION OF THE SURVEYOR OR PROFESSIONAL USE OF THIS SURVEY WITH ANY ALTERATIONS OR MODIFICATIONS IS NOT AUTHORIZED. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. TRANSMISSION OF THIS SURVEY TO ANY OTHER PERSON OTHER THAN THOSE LISTED HEREIN IS STRICTLY PROHIBITED.

REVISIONS

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SHEET 1 OF 2

NOTE:
ELEVATIONS BASED ON NATIONAL GEODETIC SURVEY DATA SHEET DESIGNATION - X 65, PID - AFB058, HIGHLANDS COUNTY, FL. ELEVATION OF 115.99 FEET IN NAVD 88 DATUM.

THE DESCRIPTION OF THE TREES AS SHOWN ON THIS SURVEY MAY NOT REPRESENT ACTUAL SPECIES OR VARIETY. IF THE DISTINCTION OF SAID TREES IS IMPORTANT, THEN IT IS SUGGESTED THAT A BOTANIST OR A QUALIFIED PROFESSIONAL BE CONTACTED.

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 NORTON WORTH BOULEVARD, DEERBORN, FL 33624-3370
PHONE: 813-350-8998, FAX: 813-350-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

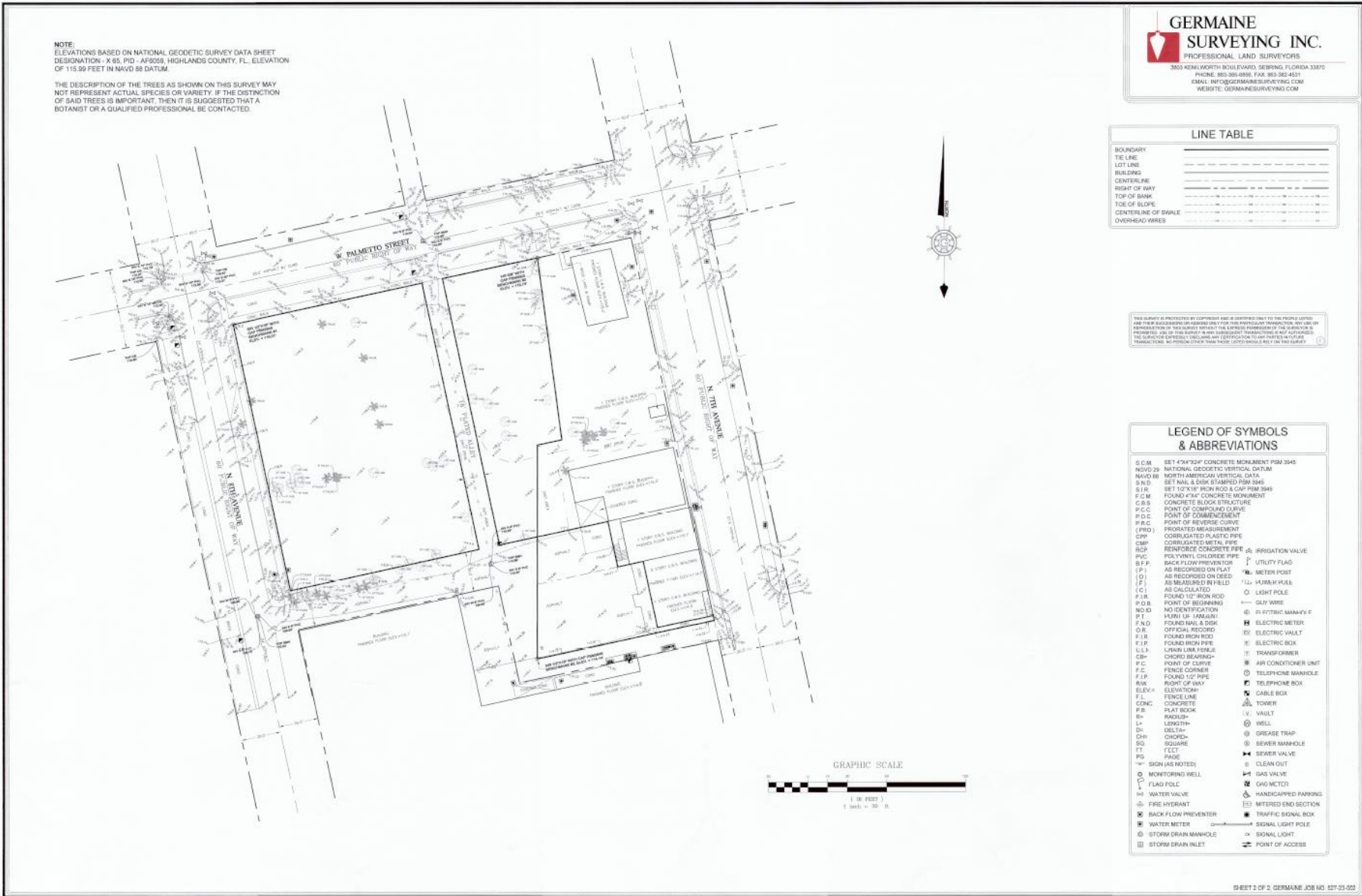
LINE TABLE

BOUNDARY	_____
TYE LINE	_____
LOT LINE	_____
BUILDING	_____
CENTERLINE	_____
RIGHT OF WAY	_____
TOP OF BANK	_____
TOE OF SLOPE	_____
CENTERLINE OF SWALE	_____
OVERHEAD WIRES	_____

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LEGEND OF SYMBOLS & ABBREVIATIONS

- | | | | |
|---------|--|----|----------------------|
| S/C.M. | SET 4"x4"x24" CONCRETE MONUMENT PGM 3845 | I | IRRIGATION VALVE |
| NAVD 88 | NATIONAL GEODETIC VERTICAL DATUM | J | UTILITY FLAG |
| S/N.D. | SET NAIL & DISK STAMPED PGM 3845 | K | METER POST |
| S/I.R. | SET 1/2"x3/8" IRON ROD & CAP PGM 3845 | L | SURM M.H.H.H. |
| F.C.M. | FOUND 4"x4" CONCRETE MONUMENT | M | MONUMENT |
| C.B.S. | CONCRETE BLOCK STRUCTURE | N | NO IDENTIFICATION |
| P.C.C. | POINT OF COMPOUND CURVE | O | LIGHT POLE |
| P.R.C. | POINT OF REVERSE CURVE | P | PIPE |
| P.M.P. | PROTRACTED MEASUREMENT | Q | QUAY WARE |
| CPW | CORRUGATED PLASTIC PIPE | R | RAILROAD |
| CMP | CORRUGATED METAL PIPE | S | SEWER VALVE |
| RCP | REINFORCE CONCRETE PIPE | T | TRANSFORMER |
| PVC | POLYVINYL CHLORIDE PIPE | U | UTILITY VALVE |
| B.F.P. | BACK FLOW PREVENTER | V | ELECTRIC VAULT |
| P | AS RECORDED ON PLAT | W | ELECTRIC METER |
| D | AS RECORDED ON DISK | X | ELECTRIC BOX |
| F | AS MEASURED IN FIELD | Y | TRANSFORMER |
| C | AS CALCULATED | Z | AIR CONDITIONER UNIT |
| F.I.R. | FOUND 1/2" IRON ROD | AA | TELEPHONE MANHOLE |
| P.O.B. | POINT OF BEGINNING | AB | TELEPHONE BOX |
| NO ID | NO IDENTIFICATION | AC | CABLE BOX |
| P.I. | PIVOT POINT | AD | VAULT |
| F.N.D. | FOUND NAIL & DISK | AE | WELL |
| O.B. | OFFICIAL RECORD | AF | GREASE TRAP |
| F.I.R. | FOUND IRON ROD | AG | SEWER MANHOLE |
| F.I.P. | FOUND IRON PIPE | AH | SEWER VALVE |
| EL.B. | ELECTRIC BOX | AI | CLEAN OUT |
| CB | CHORD BEARING | AJ | SEWER VALVE |
| P.C. | POINT OF CURVE | AK | SEWER VALVE |
| F.C. | FENCE CORNER | AL | SEWER VALVE |
| F.I.P. | FOUND 1/2" PIPE | AM | SEWER VALVE |
| R.W. | RIGHT OF WAY | AN | SEWER VALVE |
| ELEV. | ELEVATION | AO | SEWER VALVE |
| F.L. | FENCE LINE | AP | SEWER VALVE |
| CONC. | CONCRETE | AQ | SEWER VALVE |
| P.B. | PLAT BOOK | AR | SEWER VALVE |
| R. | RAILROAD | AS | SEWER VALVE |
| L. | LENGTH | AT | SEWER VALVE |
| D. | DELTA | AU | SEWER VALVE |
| CH. | CHORD | AV | SEWER VALVE |
| SQ. | SQUARE | AW | SEWER VALVE |
| T.C.T. | TOWER | AX | SEWER VALVE |
| P. | PAUSE | AY | SEWER VALVE |
| SM | SIGN (AS NOTED) | AZ | SEWER VALVE |
| M.W. | MONITORING WELL | BA | SEWER VALVE |
| F.P. | FLAG POLE | BB | SEWER VALVE |
| W.V. | WATER VALVE | BC | SEWER VALVE |
| F.H. | FIRE HYDRANT | BD | SEWER VALVE |
| B.F.P. | BACK FLOW PREVENTER | BE | SEWER VALVE |
| W.M. | WATER METER | BF | SEWER VALVE |
| S.D.M. | STORM DRAIN MANHOLE | BG | SEWER VALVE |
| S.D.I. | STORM DRAIN INLET | BH | SEWER VALVE |



ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF WAUCHULA, FLORIDA, SPECIFICALLY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY TOWN CENTER TO CITY MEDIUM DENSITY RESIDENTIAL (MDR) ON A PORTION OF ONE PARCEL OF LAND CONTAINING APPROXIMATELY +/-2.2 ACRES OF LAND LOCATED AT 119 OHIO AVENUE (PARCEL NUMBER 04-34-25-0000-02670-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; ; PROVIDING FOR A BUSINESS IMPACT ESTIMATE, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the City Commission held meetings and hearings on **Amendment 26-01SS**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, in exercise of its authority the City Commission has determined it necessary to adopt this **Amendment 26-01SS** to the Comprehensive Plan, which map is marked as Exhibit "A" and is attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the City of Wauchula; and

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting on March 16, 2026, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the City Commission for adoption; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the

Commission held a meeting and hearing on this amendment, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents.

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

Section 1. AMENDMENT TO THE FUTURE LAND USE MAP. the Commission of the City of Wauchula, Florida, amends its Comprehensive Plan in the following specific manner: The Future Land Use Map is amended to specifically change the Future Land Use Classification from County Town Center to City Medium Density Residential (MDR) on a portion of one parcel of land containing approximately +/-2.2 acres located at 119 Ohio Avenue, (eastern portion of Parcel Number 04-34-25-0000-02670-0000). and shown on the Legal Description and Proposed Future Land Use Map attached as Composite Exhibit "A".

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

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

Section 4. BUSINESS IMPACT ESTIMATE. Pursuant to Section 166.041(4), Florida Statutes, the City of Wauchula is required to prepare a business impact estimate for certain proposed ordinances. This proposed ordinance amends the Future Land Use of the property in accordance with the owner's proposed use. Such an amendment to the City's Plan (1) serves a public purpose by serving the public health, safety, morals, and welfare of the City, (2) has no direct negative economic impact on private, for-profit businesses in the city, (3) will not result in direct compliance costs by businesses, (4) does not impose any new charge or fee or businesses for which businesses will be financially responsible, and (5) does not create any additional municipal regulatory cost which is not recovered appropriately and lawfully by the City. Thus, it is estimated that neither residents nor any business will incur additional costs. The City does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected. The Business Impact Estimate form for this ordinance is on file with the City Clerk.

Section 5. CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances and Unified Land Development Code (ULDC), unless such repeal is explicitly set forth herein.

Section 6. EFFECTIVE DATE. The ordinance shall take effect as provided for in 163.3187(5)(c), Florida Statutes.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of _____, 2026.

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this ____ day of _____, 2026.

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

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

(SEAL)

ATTEST:

APPROVED:

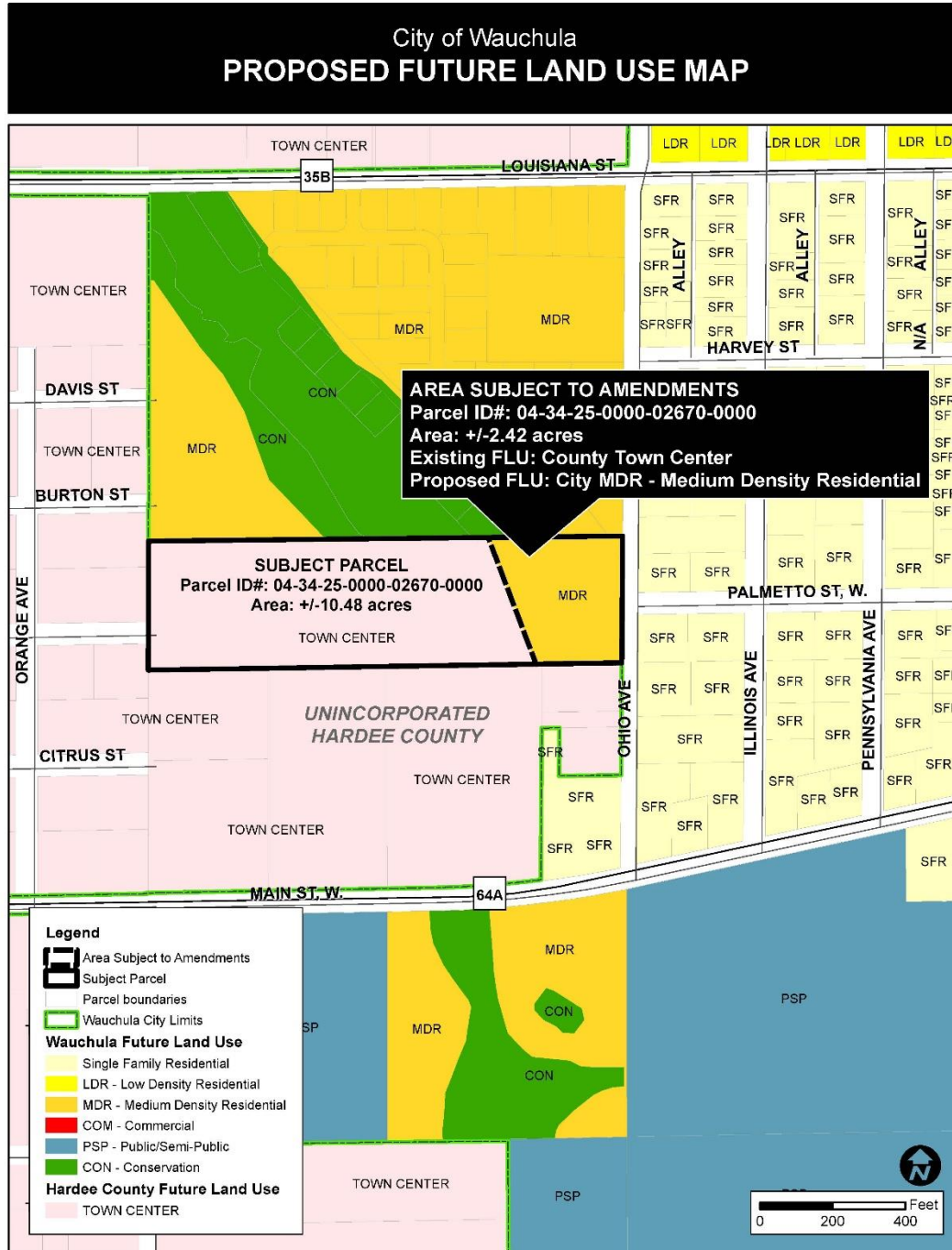
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

**Ordinance No. 2026-06
Composite Exhibit "A"
Legal Description and Future Land Use Map
Page 2 of 2**





**CITY OF WAUCHULA
FUTURE LAND USE AND ZONING AMENDMENT
STAFF REPORT**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: April 13, 2026

SUBJECT:

ORD 2026-06: FUTURE LAND USE MAP AMENDMENT:

An applicant-initiated request to amend the **Future Land Use classification** from County Town Center to City Medium Density Residential (MDR) on one parcel of land containing approximately +/-2.2 acres located at 119 Ohio Avenue, (Parcel Number 04-34-25-0000-02670-0000).

ORD 2026-07: REZONING:

An applicant-initiated request to amend the **Zoning Map** from County Farm Residential (FR) to City R-3, Multi-Family Residential on one parcel of land containing approximately +/-2.2 acres located at 119 Ohio Avenue, (Parcel Number 04-34-25-0000-02670-0000).

AGENDA AND HEARING DATES:

March 16, 2026, 5:30 PM	Planning and Zoning Board (Public Hearing)
April 13, 2026, 6:00 PM	City Commission (First Reading)
May 11, 2026, 6:00 PM	City Commission (Second Reading, Public Hearing)

ATTACHMENTS:

- Aerial Photo Map
- Existing Future Land Use Map
- Proposed Future Land Use Map
- Existing Zoning Map
- Proposed Zoning Map
- Wetland/Flood Zone Map
- Applications (Comprehensive Plan Map Amendment & Rezoning)

PLANNING AND ZONING BOARD MOTIONS:

Future Land Use Map Amendment Motion Options:

At their March 16, 2026 meeting, the Planning and Zoning Board voted to forward the proposed Future Land Use Map Amendment to the City Commission with a recommendation of **approval**.

Rezoning Motion Options:

At their March 16, 2026 meeting, the Planning and Zoning Board voted to forward the proposed Rezoning to the City Commission with a recommendation of **approval**.

CITY COMMISSION MOTIONS:

Future Land Use Map Amendment Motion Options:

1. I move **approval of Ordinance 2026-06** for the proposed Future Land Use Map Amendment at 119 Ohio Avenue
2. I move **approval of Ordinance 2026-06 with changes** for the proposed Future Land Use Map Amendment at 119 Ohio Avenue.
3. I move **continuation to a date and time certain**.

Rezoning Motion Options:

4. I move **approval of Ordinance 2026-07** for the proposed Rezoning at 119 Ohio Avenue
5. I move **approval of Ordinance 2026-07 with changes** for the proposed Rezoning at 119 Ohio Avenue.
6. I move **continuation to a date and time certain**.

OVERVIEW:

Applicant/Agent	Noey A Flores
Owner	Nogzi M. Konan
Parcel ID	A portion of parcel 04-34-25-0000-02670-0000
Total Subject Area	+/-2.2 acres
Existing Future Land Use	County Town Center
Proposed Future Land Use	City Medium Density Residential
Existing Zoning	County Farm Residential (FR)
Proposed Zoning	R-3, Multi-Family Residential

Noey A Flores agent and applicant for Nogzi M Konan are requesting the assignment of City of Wauchula Future Land Use and Zoning designations on a portion of one parcel of land totaling +/-2.2 acres of the 10.48 acre parcel. The request is to assign a Future Land Use designation of City Medium Density Residential and a Zoning District of R-3, Multi-Family Residential. The reason for this request is to assign a City Future Land Use and zoning after annexation. The property currently has a single family home.

FUTURE LAND USE REQUEST

The applicant is requesting a Future Land Use Map amendment from County Town Center to City Medium Density Residential. Descriptions for both the existing and proposed Future Land Use categories are provided as follows.

EXISTING FUTURE LAND USE – County Town Center Hardee County Comprehensive Plan, Future Land Use Element, Policy L1.2

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

PROPOSED FUTURE LAND USE – City Medium Density Residential City of Wauchula Comprehensive Plan, Future Land Use Element, Policy 1.6(d)

This category permits higher-density residential uses consistent with apartments and mobile home parks, and related neighborhood or public uses, with a maximum density of twelve units per acre (12 du/ac).

ZONING REQUEST

The applicant is requesting a Zoning Map amendment from County Farm Residential (FR) to City R-3, Multi Family Residential. Descriptions for both the existing and proposed Zoning categories are provided as follows.

EXISTING ZONING Hardee County Land Development Code, Section 3.04.04 - Farm Residential District

The primary purpose of this zoning district is to provide areas in Hardee County for very low-density residential development in combination with limited agriculture, public and community services, infra-structure, and recreation and open space land uses. In accordance with the Hardee County Comprehensive Plan, residential development may be single-family dwellings, at a permitted density of not more than one dwelling unit per acre. Development within this zoning district must be accessed by County-maintained roadways. Development within this zoning district shall be no further than two miles from existing high-density land uses and/or incorporated boundaries.

PROPOSED ZONING

City of Wauchula Land Development Code, Section 2.02.02.06 (B) - R-3, Multi-Family Residential/Duplexes

The purpose of this district is to provide the opportunity for areas of conventional multiple-family dwelling units such as duplex, patio homes, cluster housing, triplex, quadraplex, apartments, condominiums, and townhouse types of structures in appropriate areas of the City, compatible with existing development and in conformance with the provisions of the Comprehensive Plan. The Density for such uses shall not exceed the permitted densities of the Comprehensive Plan. Group care facilities area also permitted in the R-3 zoning district.

PROPERTY INFORMATION

The request includes one parcel totaling approximately +/-2.2 acres. The total property comprises approximately +/-10.48 acres but only +/-2,2 acres were annexed and therefore are the only part of this request. The property has a Future Land Use designation of County Town Center and a County zoning designation of Farm Residential. The applicant is requesting the City assign a Future Land Use designation of City Medium Density Residential (MDR) and a zoning of R-3, Multi-Family Residential on the parcel as it was recently annexed and must have City Future Land Use and zoning designations assigned to it.

ANALYSIS:

SURROUNDING PROPERTIES:

As illustrated in the table below, the property is surrounded by City Conservation, R-1, and R-3 to the north, and County Farm Residential to the west and south, City R-1A to the east. The property to the south and west are in unincorporated Hardee County and the land to the north and east are in the City of Wauchula. See attached maps.

<p><u>Northwest:</u> FLU: City CON Zoning: City CON Use: Vacant</p>	<p><u>North:</u> FLU: City MDR +Con Zoning: City R-3 + Con Use: Residential</p>	<p><u>Northeast:</u> FLU: City SFR Zoning: City R-1A Use: Residential</p>
<p><u>West:</u> FLU County TCN Zoning: County FR Use: Vacant</p>	<p><u>Subject Properties:</u> Current FLU: County TCN Requested FLU: City Medium Density Residential Current Zoning: County F-R Requested Zoning: R-3 Use: Residential</p>	<p><u>East:</u> FLU: City SFR Zoning: R-1A Use: Residential</p>
<p><u>Southwest:</u> FLU: County TCN Zoning: County F-R Use: Vacant</p>	<p><u>South:</u> FLU: County TCN Zoning: County F-R Use: Residential</p>	<p><u>Southeast:</u> FLU: City SFR Zoning: City R-1A Use: Residential</p>

LAND USE IMPACTS ANALYSIS:

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

The table below shows the density for the amendment to the Future Land Use amendment and the Zoning Map amendment. As shown on Table 1, the change in Future Land Use generates no changes to the allowed maximum density of the property. The change in zoning increases the development potential by 25 dwelling units (Table 2).

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

	Existing FLU: Hardee County Town Center (2.2 acres)	Proposed FLU: City MDR (2.2 acres)
Density/Intensity	12 DU/acre	12 DU/AC
Density Potential	26 DU	26 DU
Difference	No change	

**Table 2:
Analysis of Impacts from Proposed Zoning Map Amendment**

	Existing ZON: Hardee County Farm Residential (2.2 acres)	Proposed ZON: City R-3 (2.2 acres)
Density/Intensity	1 DU/2.5 acre	12 DU/AC
Density Potential	1 DU	26 DU
Difference	Increase of 25 dwelling units	

The proposed Future Land Use is compatible with the surrounding area based on the Future Land Uses assigned to nearby properties in the City limits. The proposed zoning is compatible with the companion Future Land Use request. More information is available in the Land Use Analysis located below.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

Potable Water and Wastewater

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

Traffic/Transportation

The site is bordered by Ohio Avenue on the east. Access to the site will be via an existing driveway on Ohio Avenue. If additional units are anticipated, coordination with the city will be required.

Environmental Impacts

According to the FEMA FIRM maps a FEMA Flood Zone runs along the western portion of the parcel. The affected portion of the parcel will not be annexed into the city but any development will need to be cognizant of the high hazard flood zone (blue on image) and will have to meet wetland (green on image) protection buffer requirements in Section 5.03.00.



School Impacts

The requested Future Land Use and Zoning permits the development of residential developments, if any additional units are constructed then coordination with the Hardee County School Board will be required.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The Future Land Use Map amendment is **consistent** with the City of Wauchula Comprehensive Plan. The change in Future Land Use for the property will permit the property owner to utilize the parcels for commercial or, potentially, residential purposes.

The Zoning amendment is **consistent** with the proposed Future Land Use Map amendment.



View of the property

Photo credit Google Nov 2024



Photo credit Google Nov 2024

Property looking southwest



Photo credit Google Nov 2024

View of Ohio Avenue looking north

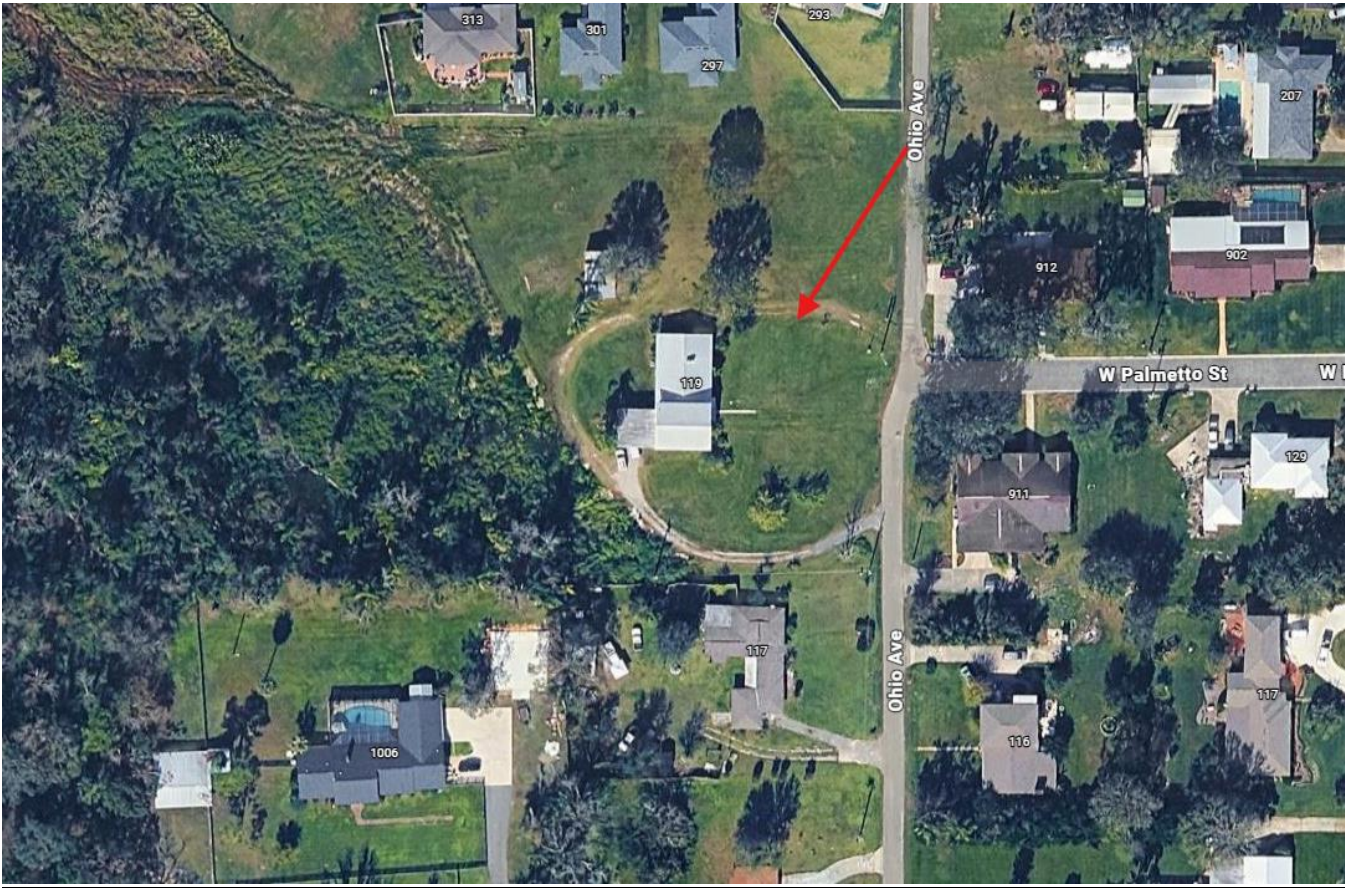
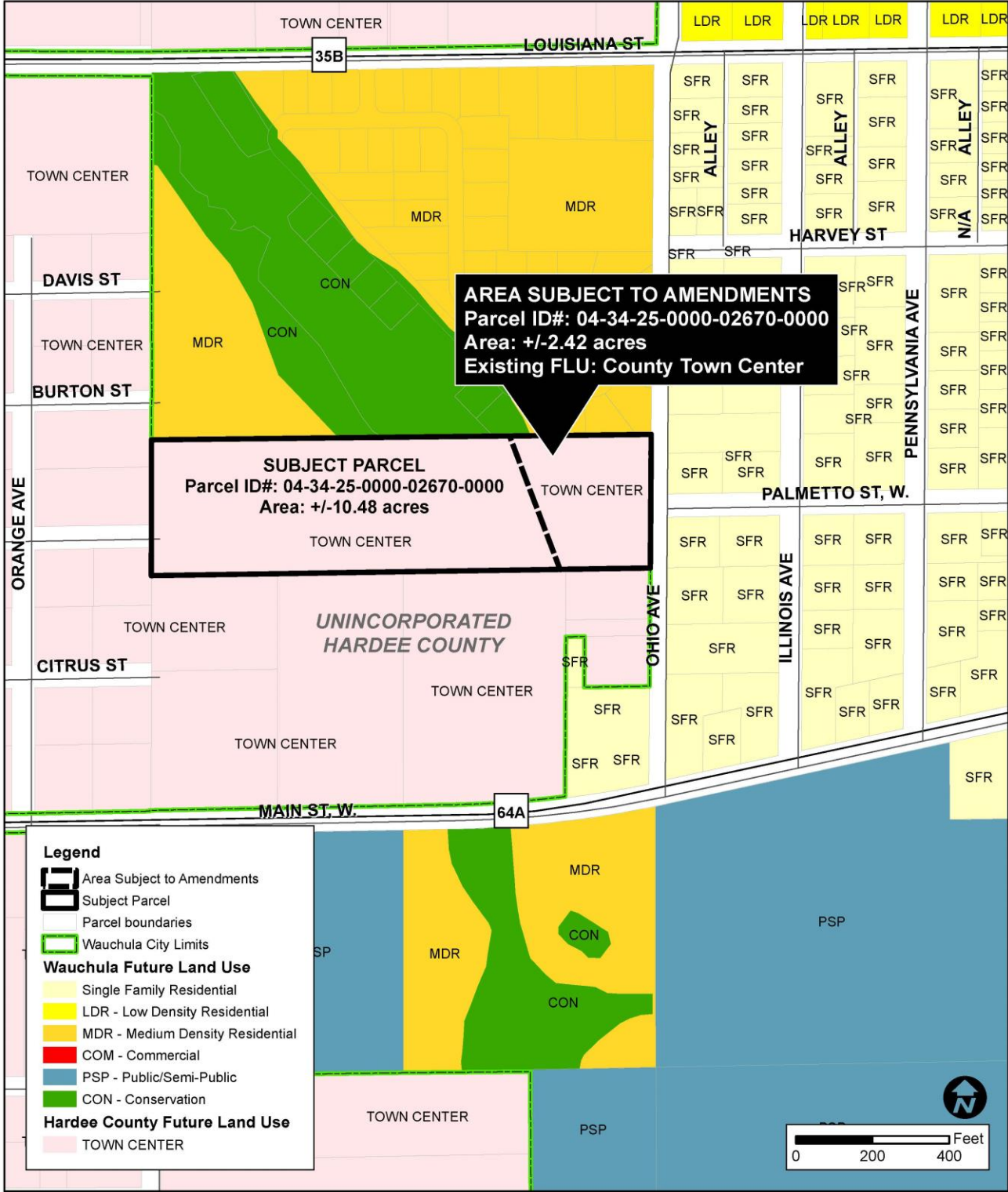


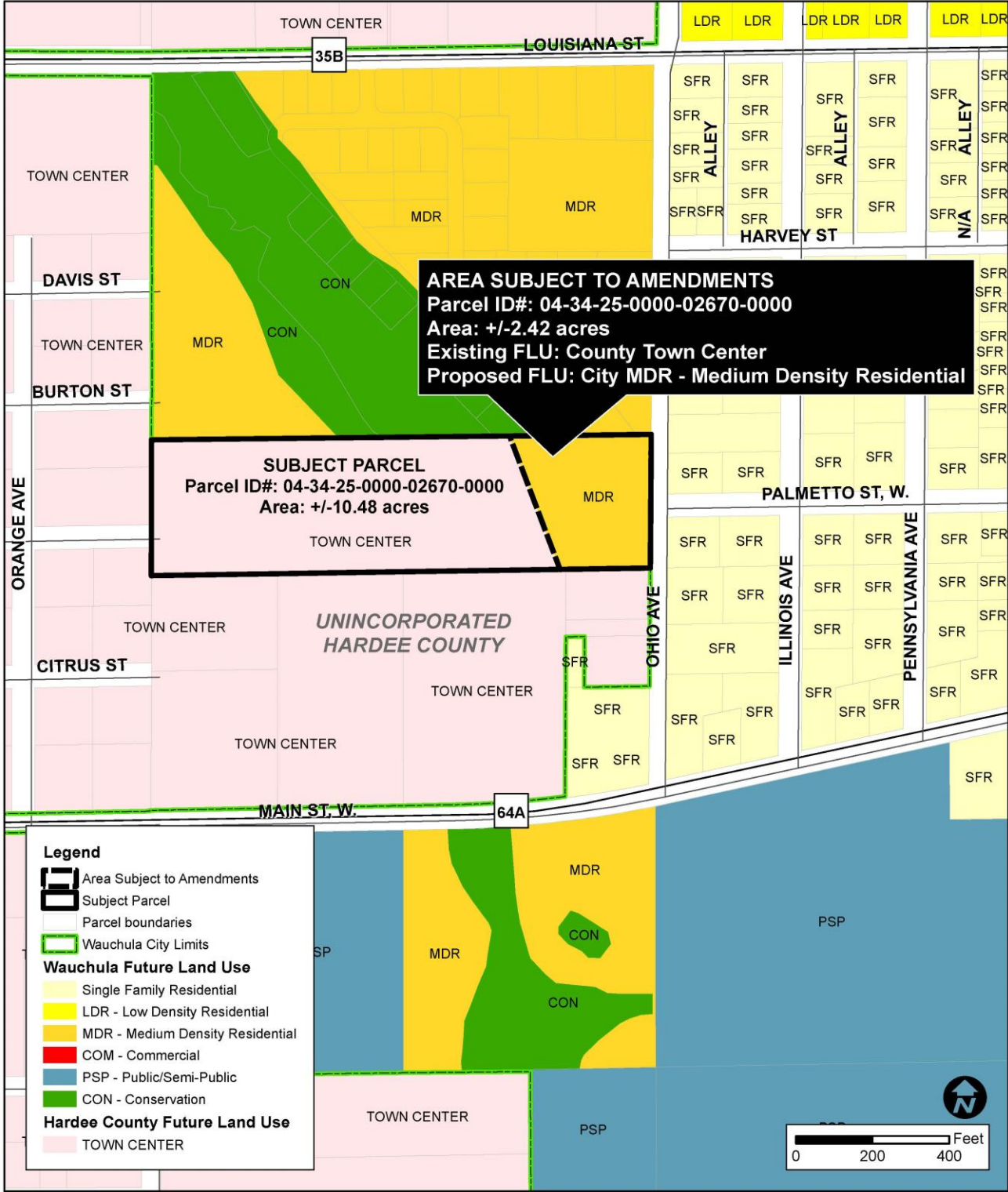
Photo credit Google 2026

Aerial View of the property

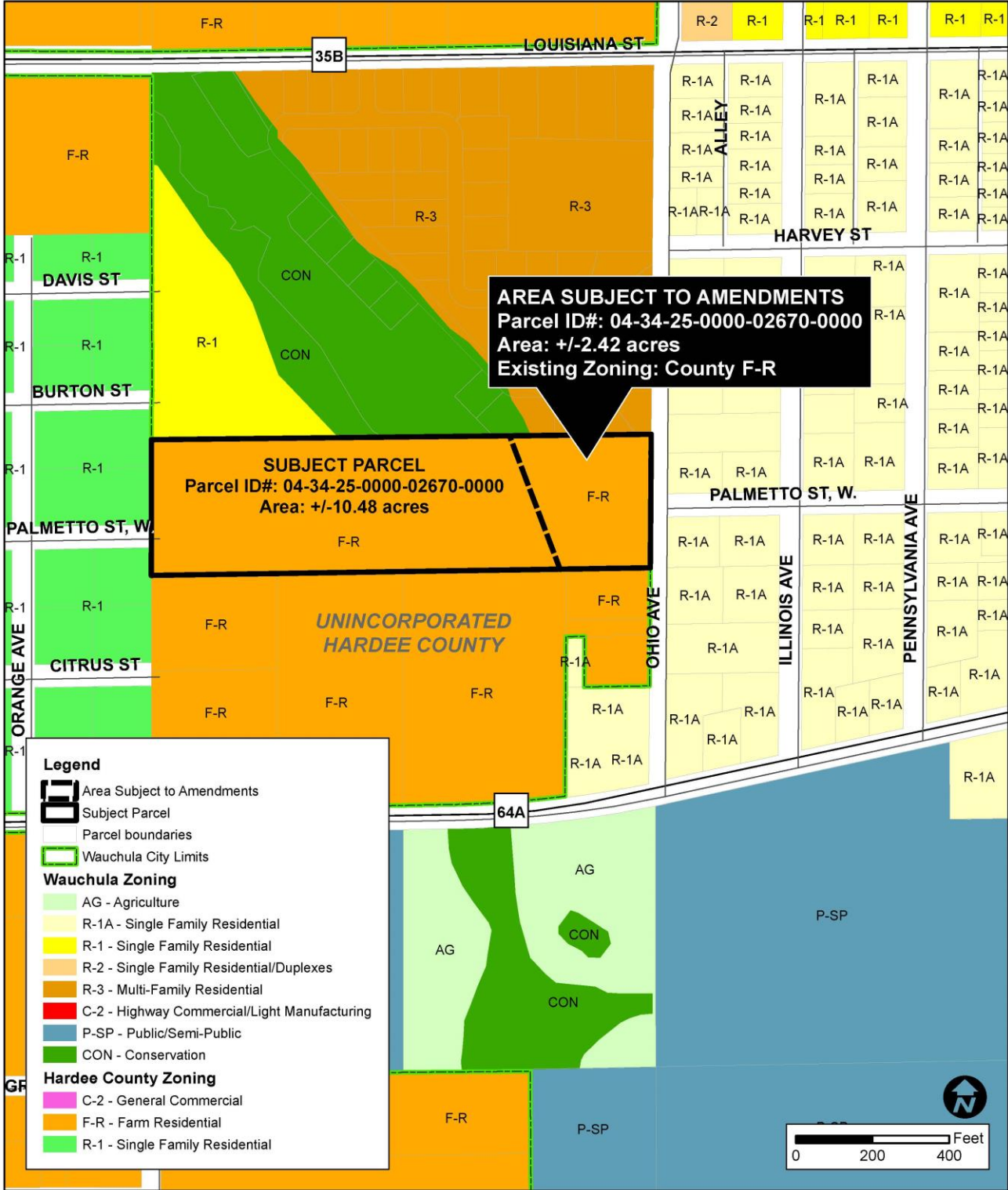
City of Wauchula EXISTING FUTURE LAND USE MAP



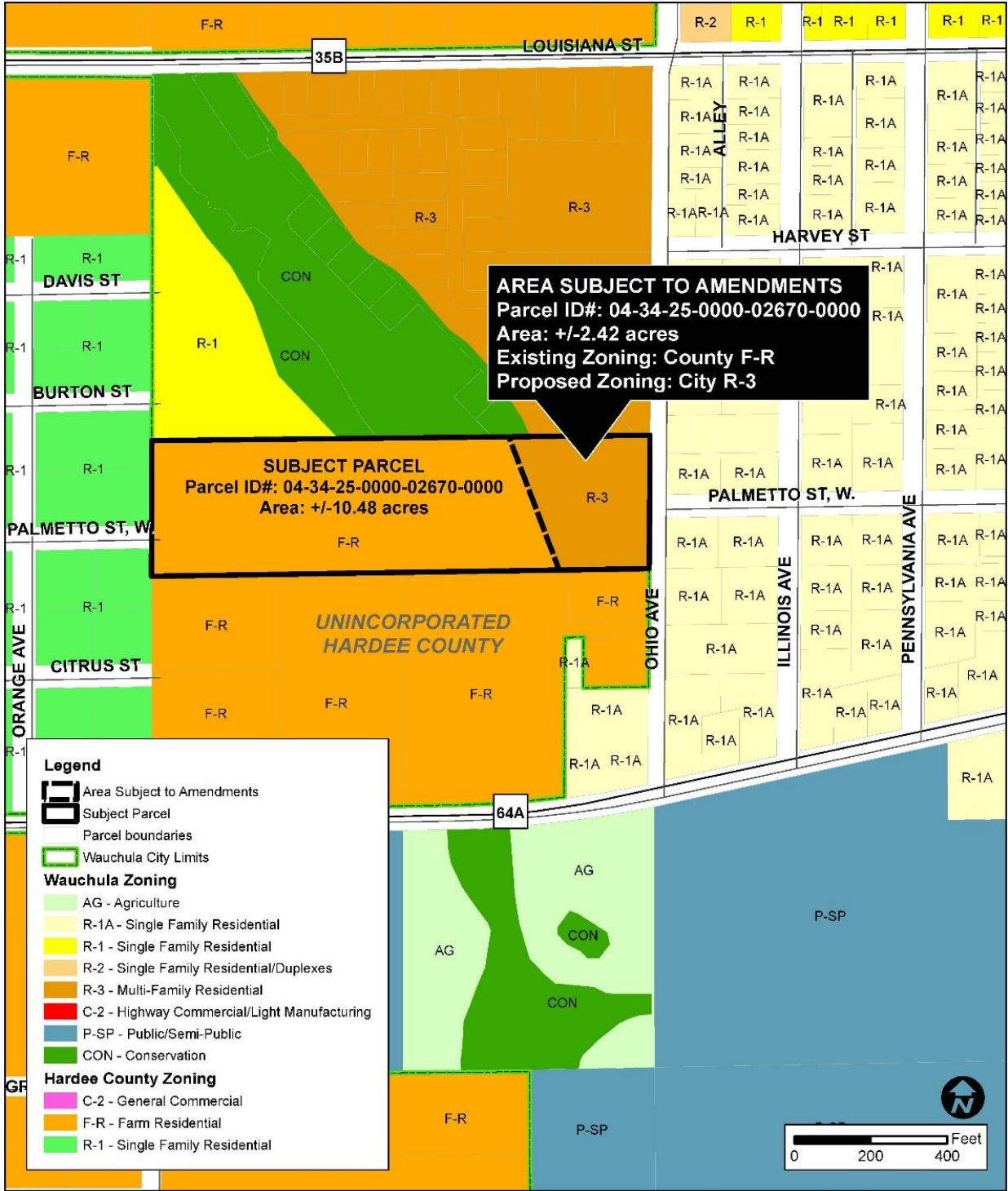
City of Wauchula PROPOSED FUTURE LAND USE MAP



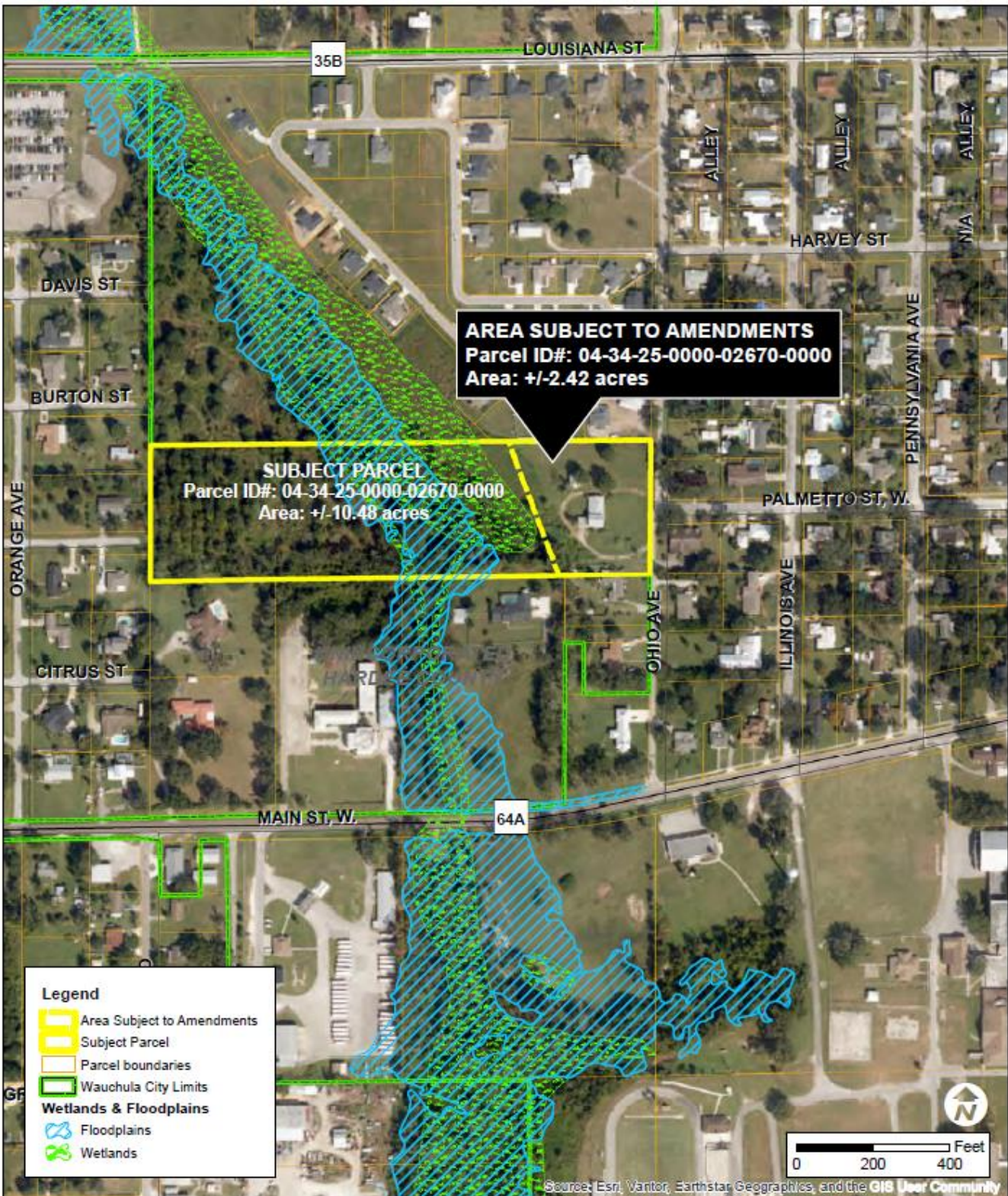
City of Wauchula EXISTING ZONING MAP



City of Wauchula PROPOSED ZONING MAP



City of Wauchula WETLAND & FLOODPLAINS MAP



Application

FILL OUT COMPLETELY

Date Submitted _____

CITY OF WAUCHULA

_____ SPECIAL EXCEPTION _____ VARIANCE ANNEXATION
 RE-ZONE FUTURE LAND USE AMENDMENT
_____ SUBDIVISION PLAT (Including Plat Vacation, if Necessary) _____ ALLEY CLOSURE

**A SITE PLAN, TO SCALE, IS NEEDED FOR ALL REQUESTS.
A METES AND BOUNDS SURVEY IS NEEDED FOR AN ANNEXATION.
IF YOU LIVE IN A DEED RESTRICTED COMMUNITY, YOU MUST
PROVIDE A COPY OF THE DEED RESTRICTIONS.**

Applicant: **Nogzi M Konan**

Address of request: **119 Ohio Ave Wauchula, FL 33873**

Mailing address: **119 Ohio Ave Wauchula, FL 33873**

Daytime Telephone: **863-781-4585 C/O Noey A Flores as Agent**

Owner's Name & Address (as shown on property records):

Check, if same as above.

If different: Name: _____

Mailing Address: _____

Daytime Telephone: _____

NOTE : IF THE APPLICANT IS NOT THE OWNER OF THE ABOVE PROPERTY, WRITTEN CONSENT BY THE OWNER MUST BE SUPPLIED BY THE APPLICANT AT THE TIME OF SUBMITTAL TO THE CITY'S PLANNING AND ZONING DEPARTMENT. ALL REQUESTS MAY ONLY BE INITIATED BY THE CURRENT PROPERTY OWNER.

Legal description: See attached property card

Current Zoning **FR** Future Land Use **Low Density Residential**

Size of Parcel: **2.2 Acres**

Current Improvements: (Buildings, etc. on property) _____

Primary Residence and 2 accessory buildings

Reason for request: **Annex the property into the City of Wauchula**

If Annexation and/or Re-Zone:

Current County Zoning Classification F-R

City Zoning Classification and Future Land Use classification sought: R-3, Medium Density Residential

What property usage is to the North: Residential, South: Residential,

East: Residential and West: Vacant of your property (example: residence)?

Number of residences on parcel(s) (Existing and/or proposed): 1/2

Population of parcel(s): 1

*******FOR SPECIAL EXCEPTION REQUESTS ONLY*******

Square footage to be used for the activity: _____

Proposed Hours: _____

Associated Noise: _____

Materials stored on premises: _____

Traffic caused by activity: _____

Number of off-street parking spaces: _____

Have you filed any previous applications? No

If yes, please describe request and give date of application: _____

DocuSign Envelope ID: CDC9A1BE-D8A4-43FF-B725-0CF95896AE28

I have read and understand the requirements of the application and agree to pay all costs of the process.
The typical total cost is between \$150.00 and \$300.00.

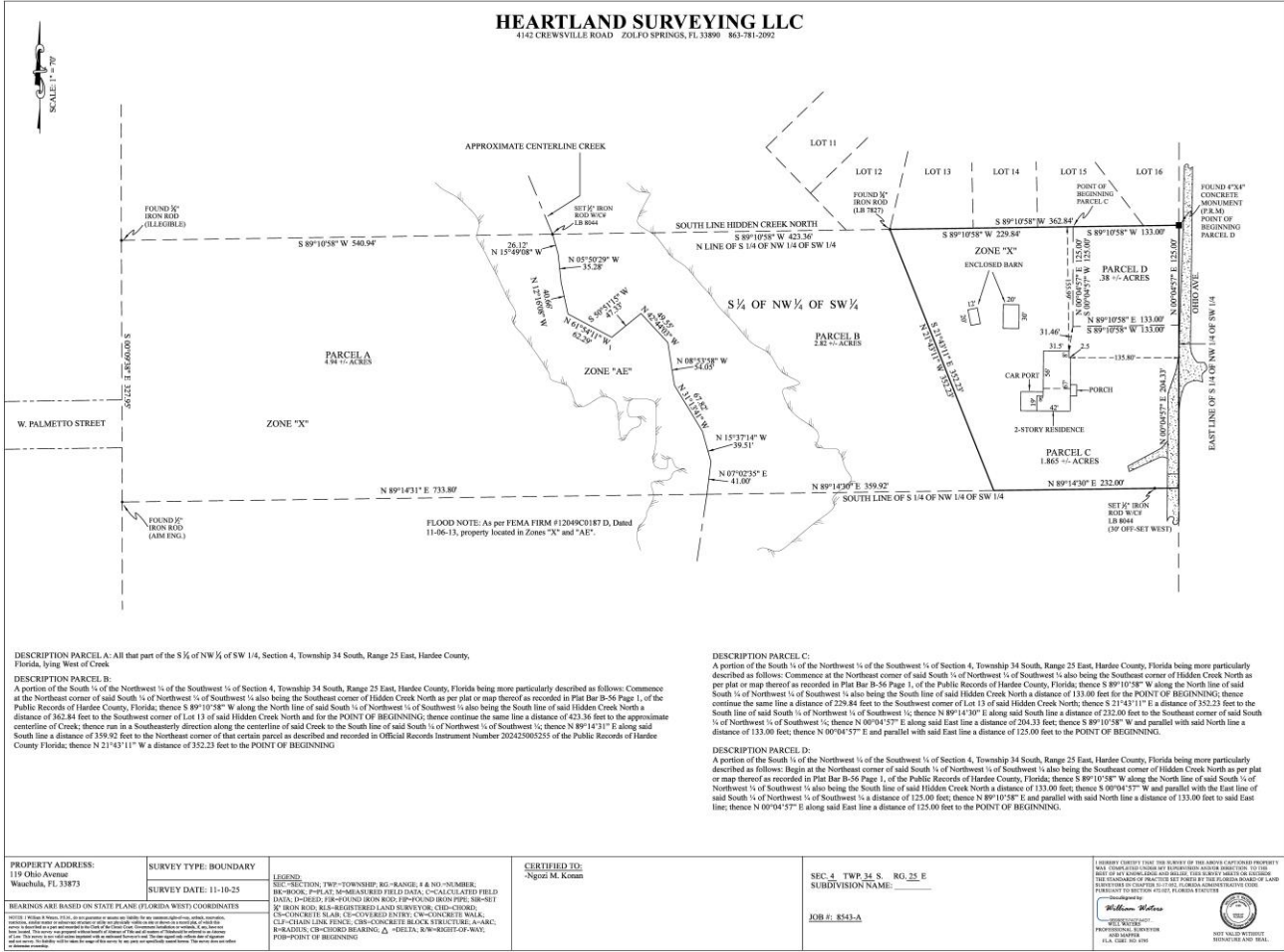
Signed by:  Date: 02/04/2026
Signature(s): _____ Date: _____
EC79085398BC43F...

Print Name(s): **Nogzi M Konan**

Signature of applicant(s): _____ Date: _____

Print Name(s): _____

<u>FOR OFFICE USE ONLY</u>			
___ Application	_____		
___ Ad	_____		
___ Copies	_____	(.15 ea single sided)	
		(.20 ea double sided)	
___ Postage	_____		
		Total Due	_____



ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP OF THE CITY OF WAUCHULA, FLORIDA, FROM COUNTY FARM RESIDENTIAL (FR) TO CITY R-3, MULTI FAMILY ON A PORTION OF ONE PARCEL OF LAND CONTAINING APPROXIMATELY +/-2.2 ACRES OF LAND LOCATED AT 119 OHIO AVENUE (PARCEL NUMBER 04-34-25-0000-02670-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; PROVIDING FOR A BUSINESS IMPACT ESTIMATE, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Noey A. Flores (the "Applicant") on behalf of Nogzi M. Konan (the "Owner") requests a change of zoning from County Farm Residential (FR) to City R-3, Multi Family Residential on a portion of one parcel of land containing approximately +/-2.2 acres located at 119 Ohio Avenue, (Parcel Number 04-34-25-0000-02670-0000).and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the City; and

WHEREAS, on March 16, 2026, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on March 16, 2026, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City's Planning and Zoning Board; and

WHEREAS, on March 16, 2026, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the City Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Commission of the City of Wauchula held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, the City Council of the City of Wauchula has adopted Ordinance 2026-06, a Future Land Use Map Amendment to the City’s Comprehensive Plan, designating the subject parcel depicted in Exhibit “A,” attached hereto and incorporated herein, with a Future Land Use designation of “Low Density Residential;” and

WHEREAS, in exercise of its authority, the City Commission of the City of Wauchula has determined it necessary to amend the Official Zoning Map to change the City zoning classifications assigned to this property.

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

Section 1. AMENDMENT TO THE OFFICIAL ZONING MAP. the Commission of the City of Wauchula, Florida, amends its Official Zoning Map in the following specific manner:

The Official Zoning Map is amended to specifically change the zoning from County Farm Residential (FR) to City Multi Family Residential(R-3) on the eastern +/-2.2 acres of p\one parcel of land located at 119 Ohio Avenue, (a portion of Parcel Number 04-34-25-0000-02670-0000).

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

Section 3. Business Impact Estimate. Pursuant to Section 166.041(4), Florida Statutes, the City of Wauchula required to prepare a business impact estimate for certain proposed ordinances. This proposed ordinance rezones property in accordance with the owner’s proposed use. Such an amendment to the City’s Plan (1) serves a public purpose by serving the public health, safety, morals, and welfare of the City, (2) has no direct negative economic impact on private, for-profit businesses in the city, (3) will not result in direct compliance costs by businesses, (4) does not impose any new charge or fee or businesses for which businesses will be financially responsible, and (5) does not create any additional municipal regulatory cost which is not recovered appropriately and lawfully by the City. Thus, it is estimated that neither residents nor any business will incur additional costs. The City does not seek to impose any additional user or regulatory fees or charges, nor are any direct compliance costs expected. The Business Impact Estimate form for this ordinance is on file with the City Clerk.

Section 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 5. CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances and Unified Land Development Code (ULDC), unless such repeal is explicitly set forth herein.

Section 6. EFFECTIVE DATE. The ordinance shall take effect concurrent with the effective date of Ordinance 2026-06.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ___ day of ___, 2026.

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this ___ day of _____, 2026.

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

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

(SEAL)

ATTEST:

APPROVED:

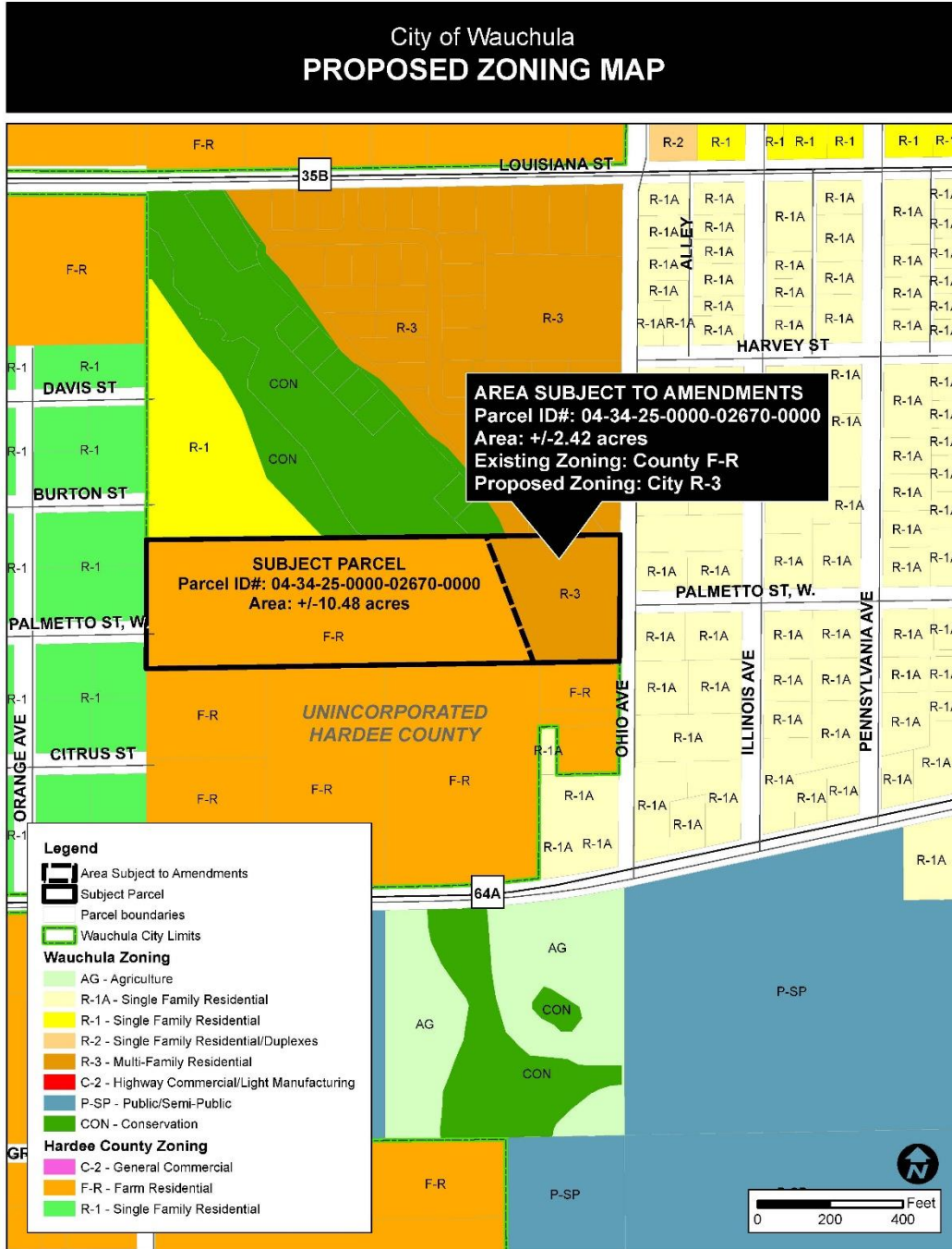
Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

Ordinance No. 2026-07 Composite Exhibit "A" Legal Description and Zoning Map Page 2 of 2



AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA; AMENDING ARTICLE 3, 7, AND 8 OF THE CITY OF WAUCHULA UNIFIED LAND DEVELOPMENT CODE (“LDCS”) CONCERNING SUBDIVISION REGULATIONS; MODIFYING SUBDIVISION REGULATIONS TO COMPLY WITH AMENDMENTS TO STATE STATUTE; PROVIDING FOR FINDINGS, CONFLICTS, CODIFICATION, SEVERABILITY, RATIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statute 177.071 requires the City to adopt procedures for the administrative approval of plats or replats by a designated municipal authority; and

WHEREAS, consistent with the requirements of Florida Statute 177.071(1)(a), the City of Wauchula adopted Resolution 2025-13, which designates the City Administrator as the administrative authority responsible for issuing final administrative approval of a plat or replat submittal.

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

Section 1. AMENDMENT TO THE LAND DEVELOPMENT CODE. The Commission of the City of Wauchula, Florida, amends its Land Development Code as depicted in “Exhibit “A”.

Section 2. FINDINGS. The foregoing recitals are hereby adopted, ratified, and confirmed as being true and correct and are made a specific part of this Ordinance as the Commission’s legislative findings and intent pertaining to this Ordinance.

Section 3. CODIFICATION. It is the intent of the Wauchula City Commission that the provisions of this Ordinance shall be codified into its Unified Land Development Code.

Section 4. SEVERABILITY. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 5. CONFLICTS. All ordinances or parts of ordinances or portions of the Unified Land Development Code in conflict herewith are hereby repealed.

Section 6. EFFECTIVE DATE. This ordinance shall be effective immediately after passage upon Second Reading.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ____ day of _____, 2026.

PASSED on second and final reading by the City Commission of the City of

Wauchula, Florida, at regular session this ____ day of _____, 2026.

Item # 6.

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

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

(SEAL)

ATTEST:

APPROVED:

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Cloud, City Attorney

Exhibit "A"
Ordinance No. 2026-09
Land Development Code Text Amendment

Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

ARTICLE 3 DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS

Section 3.08.00 Development Standards for Uses Permitted with Conditions

3.08.03 Single Family Residential: Manufactured Home Subdivision

- (D) Ownership and Maintenance of Common Property. The developer shall establish a homeowners' association prior to vertical construction for the perpetual ownership and maintenance of open space, drainage facilities, buffer areas and screening, and other community facilities designated on the subdivision or site development plans for individual tracts. These facilities include, but are not limited to, pedestrian or bike paths, playgrounds, landscaped open spaces and buffer areas, lakes, swimming pools, clubhouses, tennis courts, parking lots, utilities, drainage channels, and retention/detention ponds. Roads shall also be included unless dedicated to the City of Wauchula for public use. Such organizations shall be created by covenants running with the land, and such covenants shall be included as part of the final subdivision plat of each phase and subject to approval of the City ~~Commission~~.

In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the subdivision fail to maintain the common areas as previously defined above, in reasonable order and condition, and in accordance with the plat and subsequent final development plans, the City may serve written notice upon such organization and/or the owners or residents of the subdivision and hold a public hearing. If deficiencies of maintenance are not corrected within 30 days after such notice and hearing, the City shall call upon any public or private agency to maintain the common open space for a period of one year. If the City determines that the subject organization is not prepared or able to maintain the common open space, such public or private agency shall continue maintenance for yearly periods.

The cost of such maintenance by the designated public or private agency shall be assessed proportionately against the properties within the subdivision which have a right of enjoyment of the common open space, and shall become a lien on said properties.

Applicable requirements of this subsection shall be inserted into the legal documents of the homeowners' association or similar organization having legal ownership of common properties. These legal documents shall be structured to serve the following purposes:

- (1) To define what is owned and by whom, including the specific location and parameters of the individual units and the ownership interest in the common elements of the owners of the association or organization.
- (2) To establish a system of interlocking relationships binding each owner to all other owners for the purpose of maintaining and preserving what is owned and used in common;
- (3) To establish an array of protective standards or restrictions designed to establish limits and assure that a certain level of appearance is maintained;
- (4) To create an administrative vehicle, the owners' association, to manage those elements shared in common and to enforce standards;
- (5) To provide for the operation and financing of the association;
- (6) To specify the process involved in effecting the transfer of control of the association and responsibility for the common elements from the developer to the unit owners collectively; and
- (7) To set forth proper access and utility easements for the owners and the association.

All common areas are to be properly defined in legal descriptions and must be consistent with the subdivision plat and subsequent final development plans of the subdivision.

ARTICLE 7 DEVELOPMENT APPROVAL PROCESS

Section 7.04.00 Planned Unit Development

7.04.06 Ownership and Maintenance of Common Property.

The developer shall establish a property owner's association or similar legal entity for the perpetual ownership and maintenance of open space, drainage facilities, and other community facilities designated on the Master Development Plan and subdivision or Site Development Plans for individual tracts. These facilities include, but are not limited to, pedestrian or bike paths, playgrounds, landscaped open spaces, lakes, swimming pools, bath houses, tennis courts, parking lots, utilities, drainage channels, and retention/detention ponds. Roads shall also be included unless dedicated to the City of Wauchula for public use. Such organizations shall be created by covenants running with the land, and such covenants shall be included as part of the final Site Development Plan or Subdivision Plat of each phase and subject to approval of the City **Commission**.

In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of a PUD fails to maintain the common areas as previously defined above, in reasonable order and condition, and in accordance with the adopted Master Development Plan and subsequent final development plans, the City may serve written notice upon such organization and/or the owners or residents of the PUD and hold a public hearing. If deficiencies of maintenance are not corrected within 30 days after such notice and hearing, the City shall call upon any public or private agency to maintain the common open space for a period of one year. If the City determines that the subject organization is not prepared or able to maintain the

common open space, such public or private agency shall continue maintenance for yearly periods.

The cost of such maintenance by the designated public or private agency shall be assessed proportionately against the properties within the PUD that have a right of enjoyment of the common open space, and shall become a lien on said properties.

Applicable requirements of this subsection shall be inserted into the legal documents of the homeowners association or similar organization having legal ownership of common properties. These legal documents shall be structured to serve the following purposes:

- (A) To define what is owned and by whom, including the specific location and parameters of the individual units and the ownership interest in the common elements of the owners of the association or organization;
- (B) To establish a system of interlocking relationships binding each owner to all other owners for the purpose of maintaining and preserving what is owned and used in common;
- (C) To establish an array of protective standards or restrictions designed to establish limits and assure that a certain level of appearance is maintained;
- (D) To create an administrative vehicle, the owners association, to manage those elements shared in common and to enforce standards;
- (E) To provide for the operation and financing of the association;
- (F) To specify the process involved in effecting the transfer of control of the association and responsibility for the common elements from the developer to the unit owners collectively; and,
- (G) To set forth proper access and utility easements for the owners and the association.

All common areas are to be properly defined in legal descriptions and must be consistent with the Master Development Plan and subsequent final development plans of the PUD.

ARTICLE 7 DEVELOPMENT APPROVAL PROCESS

Section 7.06.00 Subdivision Regulations

7.06.02 Minor Subdivisions

- (G) Except as provided for in (C), the developer shall agree to prepare and submit a final minor Subdivision Plat to the Development Director within 45 days of the issuance of a land development permit. Upon approval of the minor subdivision plat by the Development Director shall be responsible for placing all minor Subdivision Plats on the City Commission agenda for approval and acceptance. ~~The plat shall be recorded with the Clerk of the Circuit Court of Hardee County prior to issuance of a certificate of occupancy.~~

ARTICLE 7 DEVELOPMENT APPROVAL PROCESS

Section 7.06.00 Subdivision Regulations

7.06.03 Procedure for Subdivision of Land

Whenever any subdivision of land is proposed and before any contract is made for the sale of any part thereof and before any permit for the installation of utilities, either public or private; construction; paving and drainage; or structures in a proposed subdivision shall be granted, the subdivider, or his authorized agent, shall apply for and secure approval from the City **Commission** of the proposed subdivision through submission of the following documents:

- (A) Concept Plan Review.
- (B) Preliminary Subdivision Plat.
- (C) Construction Plans.
- (D) Final Subdivision Plat.

Upon completion of all subdivision infrastructure improvements, or guarantee thereof, the subdivider shall apply for and receive approval of a Final Subdivision Plat before applying for permits to build structures on the lots thus created.

ARTICLE 7 DEVELOPMENT APPROVAL PROCESS

Section 7.06.00 Subdivision Regulations

7.06.06 Construction Plans

After approval of the Preliminary Plat and prior to the review of the Final Plat ~~by the Planning and Zoning Board~~, the developer shall prepare and submit three copies of the Construction Plans to the Development Director. The purpose of the Construction Plan is to allow City staff to review and approve all proposed site improvements prior to construction.

The construction plans shall consist of complete working drawings and design specifications, and shall be the basis for evaluating the quality and completeness of the proposed engineering design, compliance with all applicable regulations, the establishment of a construction schedule, and site improvement permitting.

The developer shall submit, in triplicate, estimate of quantities, unit prices and estimated costs for each of the following:

- (A) Streets, drainage, and storm sewers;
- (B) Water distribution system; and,
- (C) Sanitary sewer system.

7.06.06.03 Performance Bond. If at the time of application for Final Plat approval all improvements are not satisfactorily installed, the subdivider shall post a bond in an amount estimated as sufficient to secure to the City the satisfactory construction, installation, and dedication of all required improvements. The performance bond shall also secure all lot improvements on the individual lots of the subdivision as required by these regulations. Such Performance Bond shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution as set forth in these regulations. The period within which required improvements must be completed shall be specified by the City Commission ~~as part of the approval action on the Final Plat~~ and shall be incorporated in the bond and shall not in any event exceed

two years from date of final City approval. The City Commission may at any time during the period of such bond accept a substitution of principal or sureties on the bond upon recommendation of the City Attorney.

The City is responsible for running sanitary sewer and public water lines to a development site. However, the division of responsibility for payment of the cost of extension shall be the subject of the Development Agreement (See Article 6, Section 6.02.00 "Development Agreements.") The developer is responsible for the cost of lines within the development and the cost for connections to sanitary sewer and public water systems. The City reserves the right to impose impact fees to cover the expense to the City rather than include the cost in the Performance Bond.

ARTICLE 7 DEVELOPMENT APPROVAL PROCESS

Section 7.06.00 Subdivision Regulations

7.06.07 Final Plat

The intent of the Final Plat is to establish a legal record of the subdivision. Whenever the provisions of this Code have been complied with, the City Engineer has accepted the Construction Plans, and while the approval of the Preliminary Subdivision Plat is in effect, the developer may present a Final Plat and Performance Bond for review ~~by the Planning and Zoning Board~~ and approval by the ~~City Commission~~. city manager or his designated administrative authority (the "administrative authority"). The Final Plat may not be approved unless it is in strict conformance with the details of the Preliminary Plat and any changes required by, and approved by, the City. At the option of the subdivider, the final plat may constitute only that portion or phase of the approved Preliminary Site Plat which is proposed to be recorded at that time.

Final plat approval is required prior to the issuance of any building permits within the subdivision. Following ~~review by the Planning and Zoning Board and~~ approval by the ~~City Commission~~ administrative authority, the plat shall then be submitted to the Clerk of the Circuit Court for recording within the public records of Hardee County.

7.06.07.01 Submission of Final Plat.

- (A) General Procedure.
 - (1) Staff Review. The applicant shall submit the original Mylar, along with four reproducible copies of the plat. The development director, city attorney, and other city staff as appropriate, shall determine the completeness of the final plat and compliance with the Preliminary Site Plat. They shall verify the accuracy of information provided, and evaluate the degree of compliance with the technical requirements as established in this Code and other applicable city and state requirements. All staff reviewing the plat shall, upon completion of their review, forward their

recommendations to the Development Director, recommending approval or denial of the final plat.

- ~~(2) Planning and Zoning Board. The Planning and Zoning Board shall review the Final Plat and staff comments pertaining thereto, and shall make a recommendation to City Commission to approve or disapprove the plat. Any conditions of approval shall be stated with the motion to recommend approval of the plat and shall be made clear to the developer. The Planning and Zoning Board may defer action if additional information, staff review, subdivision improvements, or completion assurances are needed. In any case, the Planning and Zoning Board shall be provided with a written statement by the Building Official to the effect that all required public improvements have been completed to his satisfaction or that satisfactory guarantees of completed installation have been provided.~~
- ~~(3) City Commission. The City Commission shall review the recommendation of the Planning and Zoning Board and take action on the Final Plat. The ordinance shall be advertised as delineated in Article 8, Section 8.06.00 "Public Hearings/Public Notice."~~

~~The action of the City Commission shall be forwarded in writing to the subdivider or his authorized representative. Should any adverse review comment or recommendation be made by the City Commission which may require a revision of the proposed final plat, the development director shall so notify the subdivider or his authorized representative, so that necessary revisions may be made for reconsideration by the City Commission.~~

- (2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.
- (3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (4). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each

requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4) Administrative Authority Action. Approval of the plat and acceptance of public improvements and dedications shall be by Administrative Authority letter and shall authorize the Mayor and City Clerk to sign the copy of the plat to be recorded.

(45) Recording. Upon plat approval, and with certification that a final inspection of the improvements has been made and approved, or an acceptable financial guarantee has been provided for the satisfactory completion of the improvements, the final plat shall be forwarded to the City Clerk for signature. Upon signature by all designated staff and the Mayor. Upon signature by all designated staff and the Mayor, the applicant shall be notified that the plat is complete and may be recorded at the office of the Clerk of the Circuit Court for Hardee County. The developer shall be responsible for recording the Final Plat and for returning one reproducible copy of the recorded plat to the Building Official. The Final Plat shall be recorded prior to the issuance of any Building Permits within the subdivision

(B) Submittal. The final plat shall conform with Chapter 177, Florida Statutes and shall be clearly and legibly drawn, in ink, on Mylar, to a scale of not more than one inch equals 100 feet. The overall sheet size shall be consistent with the standards established by the Clerk of the Circuit Court for Hardee County for recording. Where the final plat of a proposed subdivision requires more than one sheet, each sheet shall be keyed to a master map with appropriate marks of identification. Each sheet shall be provided with a one-inch margin on each of three sides and a three-inch margin on the left side of the plat for binding purposes.

(C) Required Information. Although it may constitute only that portion of the Preliminary Subdivision Plat that the developer proposes to record and develop at the time, the Final Plat for recording shall be prepared in conformance with the requirements specified herein. The Final Plat shall be submitted with the request for approval, and shall show, in addition to the data provided on the Preliminary Subdivision Plat, the following:

- (1) Name of plat.
- (2) Each plat shall show a description of lands platted and the description shall be the same in the title certification. The description shall be so complete that from it, without reference to the plat, the starting point and boundary can be determined.
- (3) All required final permits and approvals issued by agencies and governing bodies having jurisdiction over properties being subdivided shall be furnished to the City Administrator. The Final

Plat shall not be approved ~~by the Planning and Zoning Board and the City Commission~~ without proper submission of the final permits and approvals.

- (4) All easements or rights-of-way provided for public services or utilities, and limitations of such easements.
- (5) All lots shall be numbered either by progressive numbers or, if in a block, progressively numbered or lettered in each block. Lot lines shall be marked with accurate dimensions in feet and hundredths of feet, and bearings or angles to street lines.
- (6) The accurate location of all monuments and the designation of specific control corners.
- (7) A statement shall be included on the Final Plat indicating the final length of roads, water, and sewer lines installed.
- (8) The purpose of all areas dedicated must be clearly indicated or stated on the plat. Accurate descriptions of any such areas to be dedicated or reserved for public use shall state the purpose thereon.
- (9) In the event the plat includes open space, clubhouses, playgrounds, or other amenities to be owned and used in common by residents of the development, a plat note shall be added requiring the creation of a homeowners or property owners association that shall be responsible for such facilities.
- (10) All interior excepted parcels shall be clearly indicated and labeled "Not A Part Of This Plat."
- (11) Any existing or proposed private restrictions and trusteeships and their periods of existence shall be filed as a separate instrument, and reference to such instrument shall be noted on the Final Plat.
- (12) City signature spaces for the Mayor, City Clerk, City Administrator, and the Chairman of the Planning and Zoning Board.
- (13) The Clerk of the Circuit Court of Hardee County of the Circuit Court certificate and the land surveyor's certificate and seal.
- (14) City signature spaces for the professional surveyor and mapper either employed by or under contract to the local governing body for conformity to Florida Statutes Chapter 177., the applicant shall be notified that the plat is complete and may be recorded at the office of the Clerk of the Circuit Court for Hardee County. The developer shall be responsible for recording the Final Plat and for returning one reproducible copy of the recorded plat to the Building Official. The Final Plat shall be recorded prior to the issuance of any Building Permits within the subdivision.

ARTICLE 8 ADMINISTRATION AND ENFORCEMENT

Section 8.04.00 Duties of City Commission.

- (A) Powers and duties in the areas of development and land use regulation.
 - (1) Adopt and amend the Comprehensive Plan.
 - (2) Adopt and amend the Land Development Code.

- (3) Appoint members of the Planning and Zoning Board, Wauchula Historic Preservation Board, and Code Enforcement Board or Special Magistrate.
- (4) Determine the need for and appoint members of additional boards, committees, and subcommittees to investigate and make decisions on various land use and development issues.
- (5) Establish fees for application for a comprehensive plan amendment, zoning actions, site development plan review, landscape plan review, application for a conditional use, application for a variance, application for a special exception, and other activities carried out under the provisions of this Code.
- (6) Make final decisions on requested changes to the Comprehensive Plan, Zoning Ordinance and Map, Planned Unit Developments, and Conditional Uses.
- (7) Make final decisions on requests for variances where, by reason of the exception of narrowness, shallowness, or unusual shape of a site on the effective date of this Code, or by reason of exceptional topographic conditions, or some other extraordinary situation or condition of that site, the literal enforcement of the dimensional requirements (height or width of building or size of yards, but not dwelling unit or population density) of this Code would deprive the applicant of reasonable use of the land in a manner enjoyed by other landowners in the same zoning district. The Commission may impose any reasonable conditions or restrictions in granting said variance.
- (8) Hear and decide on appeals where it is alleged there is error in any order, requirement, decision, or determination made by the administrative official in the enforcement of this Code. This power shall include the hearing of any appeal of an administrative official's decision concerning the amortization of any nonconforming use or any calculation of amortization thereunder.
- ~~(9) Accept the Final Plat for a new subdivision.~~



**CITY OF WAUCHULA
TEXT AMENDMENTS
STAFF REPORT**

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

AGENDA DATE: April 13, 2026

REQUESTED ACTION: Ordinance 2026-09: City- initiated text amendments to the City of Wauchula Land Development Code relating to the administrative approval of final plats consistent with Florida Statutes 177.071 and 177.111.

HEARING DATES:

- March 16, 2026, 5:30 PM: Planning and Zoning Board (Public Hearing)
- **April 13, 2026, 6:00 PM:** **City Commission Meeting (First Reading)**
- May 13, 2026, 6:00 PM: City Commission Meeting (Adoption Public Hearing)

ATTACHMENTS:

- Ordinance 2026-09

PLANNING AND ZONING BOARD:

At their March 16, 2026 meeting, the Planning and Zoning Board voted to forward the proposed text amendments to the Land Development Code to the City Commission with a **recommendation of approval**

MOTION OPTIONS:

1. I move **approval of Ordinance 2026-09** for the proposed text amendments to the Land Development Code.
2. I move **approval of Ordinance 2026-09 with changes** for the proposed text amendments to the Land Development Code.
3. I move **continuation to a date and time certain.**

BACKGROUND:

Florida Statute 177.071 requires the City to adopt procedures for the administrative approval of plats or replats by designated county or municipal official.

Consistent with the requirements of Florida Statute 177.071(1)(a), the City of Wauchula adopted Resolution 2025-13, which designates the City Administrator as the administrative authority responsible for issuing final administrative approval of a plat or replat submittal. The City Administrator may designate a qualified administrative staff member to act on their behalf.

SUMMARY OF PROPOSED AMENDMENTS:

Ordinance 1560 includes the proposed amendments to the Code of Ordinances to implement Administrative Plat approvals consistent with Florida Statutes 177.071.

RESOLUTION 2026-10

A RESOLUTION ADOPTED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA PROVIDING FOR THE APPROVAL OF A VARIANCE OF SECTION 2.02.01(C) OF THE UNIFIED LAND DEVELOPMENT CODE PURSUANT TO THE TERMS OF SECTION 7.10.00 OF THE UNIFIED LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, pursuant to the Unified Land Development Code (“ULDC”) of the City of Wauchula, Florida (the “City”), minimum lot width requirements are established for duplex structures within certain zoning districts; and

Whereas, Higher Development LLC, the owner of real property located at 0 Heard Bridge Road, Wauchula, Florida, seeks to construct a duplex on a 60-foot-wide lot that is split-zoned R-2 (Single Family Residential/Duplex) and C-2 (Highway Commercial); and

Whereas, Section 2.02.01(C) of the ULDC establishes a minimum lot width of 80 feet for duplex structures located within the R-2 zoning district; and

Whereas, Section 2.02.01(C) does not establish a minimum lot width requirement for duplex structures located within the C-2 zoning district; and

Whereas, Higher Development LLC has applied for a variance of 20 feet from the required 80-foot minimum lot width applicable to the R-2 portion of the property in order to construct the proposed duplex; and

Whereas, in the exercise of its authority, the City Commission (the “Commission”) of the City of Wauchula determined that it is in the best interest of the public health, safety and general welfare of the City and its residents to grant the variance requested by Higher Development LLC.

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

1. The City Commission of the City of Wauchula sitting as the Board of Adjustments and Appeals, after public notice being given as required by Section 8.06.00, ULDC, finds as follows:
 - (A) Special conditions and circumstances exist that are peculiar to the land or structure involved and that are not applicable to other lands or structures in the same land use classification.
 - (B) The special conditions and circumstances do not result from the actions of the applicant.

- (C) The requested variance, if approved, will not confer on the applicant any special privilege that is denied by the provisions of this Code to other lands or structures in the same land use classification.
- (D) Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.
- (E) That the variance granted is the minimum variance that will make possible a reasonable use of the land or structure.
- (F) That the granting of the variance will be in harmony with the general intent of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

2. Based upon the above-described findings, the requested 60-foot minimum lot width variance as otherwise required in Section 2.02.01(C), ULDC, is approved, pursuant to Section 7.10.00 of the ULDC.

3. That this resolution shall take effect immediately upon its approval.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the _____ day of _____, 2026.

(SEAL)

ATTEST:

CITY OF WAUCHULA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By: _____
Kristie Hatcher-Bolin, City Attorney

126 S. 7th AVENUE
WAUCHULA, FL 33873



PHONE (863) 773-9193
FAX (863) 773-0436

April 13, 2026

To: City Commission

From: Kyle Long, Community Development Director

RE: 0 Heard Bridge Road

Parcel # 04-34-25-0000-07360-0000

Variance request to reduce the minimum lot width on this R-2 property from 80' to 60'.

This report is being made to provide further guidance to the City Commission regarding the above referenced request made by Higher Development LLC.

The applicant proposes to construct a duplex on a vacant parcel located at 0 Heard Bridge Road. The property is split-zoned, consisting of R-2 (Single-Family Residential/Duplex) and C-2 (Highway Commercial) designations.

Pursuant to the Unified Land Development Code (ULDC), a duplex within the R-2 zoning district requires a minimum lot width of 80 feet. However, the C-2 portion of the property does not impose a minimum lot width requirement for duplex development. Due to the split zoning, the applicant is requesting a variance of 20 feet from the 80-foot minimum lot width requirement applicable to the R-2 portion of the parcel.

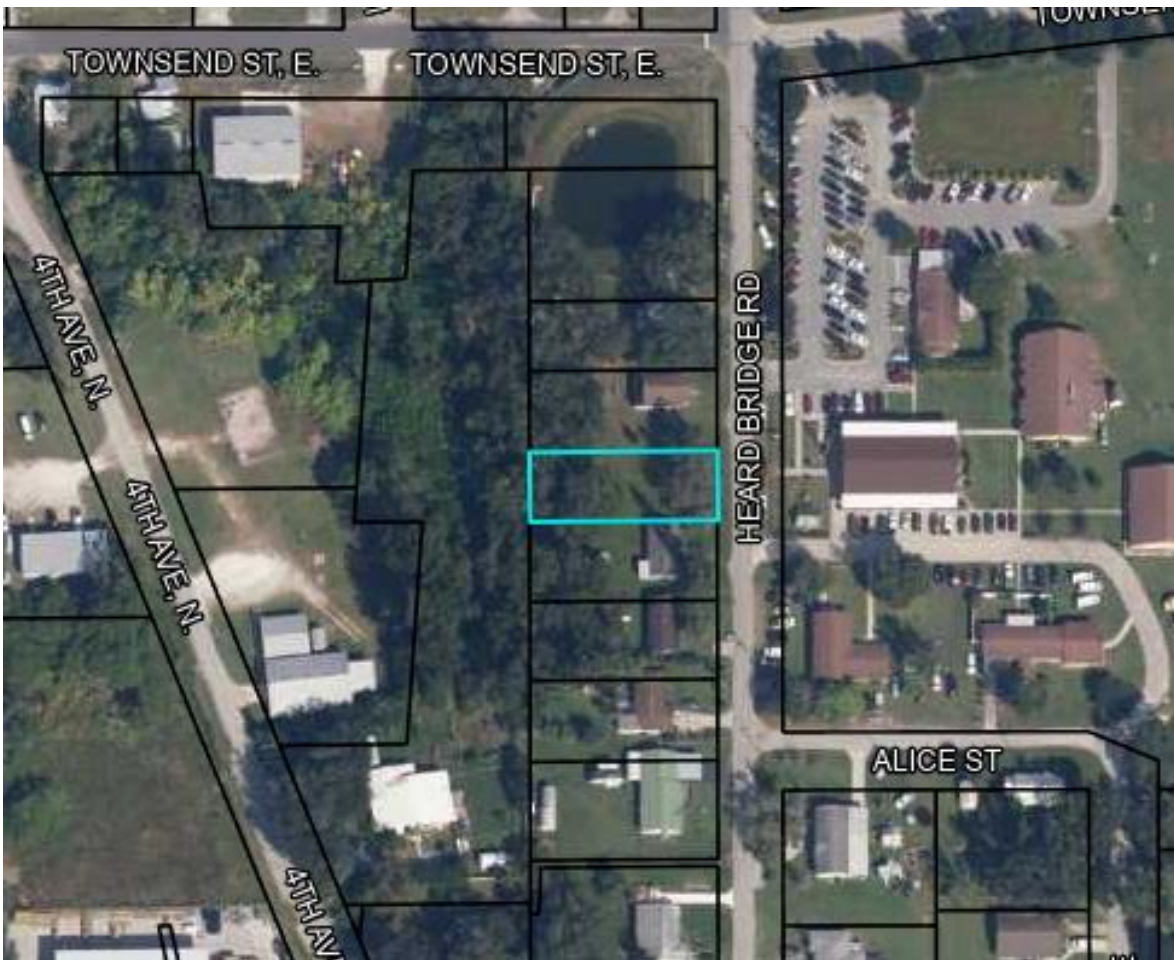
A variance may be granted if the Board determines that the request is not contrary to the to the public interest and the intent of this Code, and that strict enforcement of the regulation in question would create an undue and unnecessary hardship for the applicant. Considerations of health, convenience, or economics shall not be considered as justification for a variance. The City Commission shall approve the variance based on the following criteria:

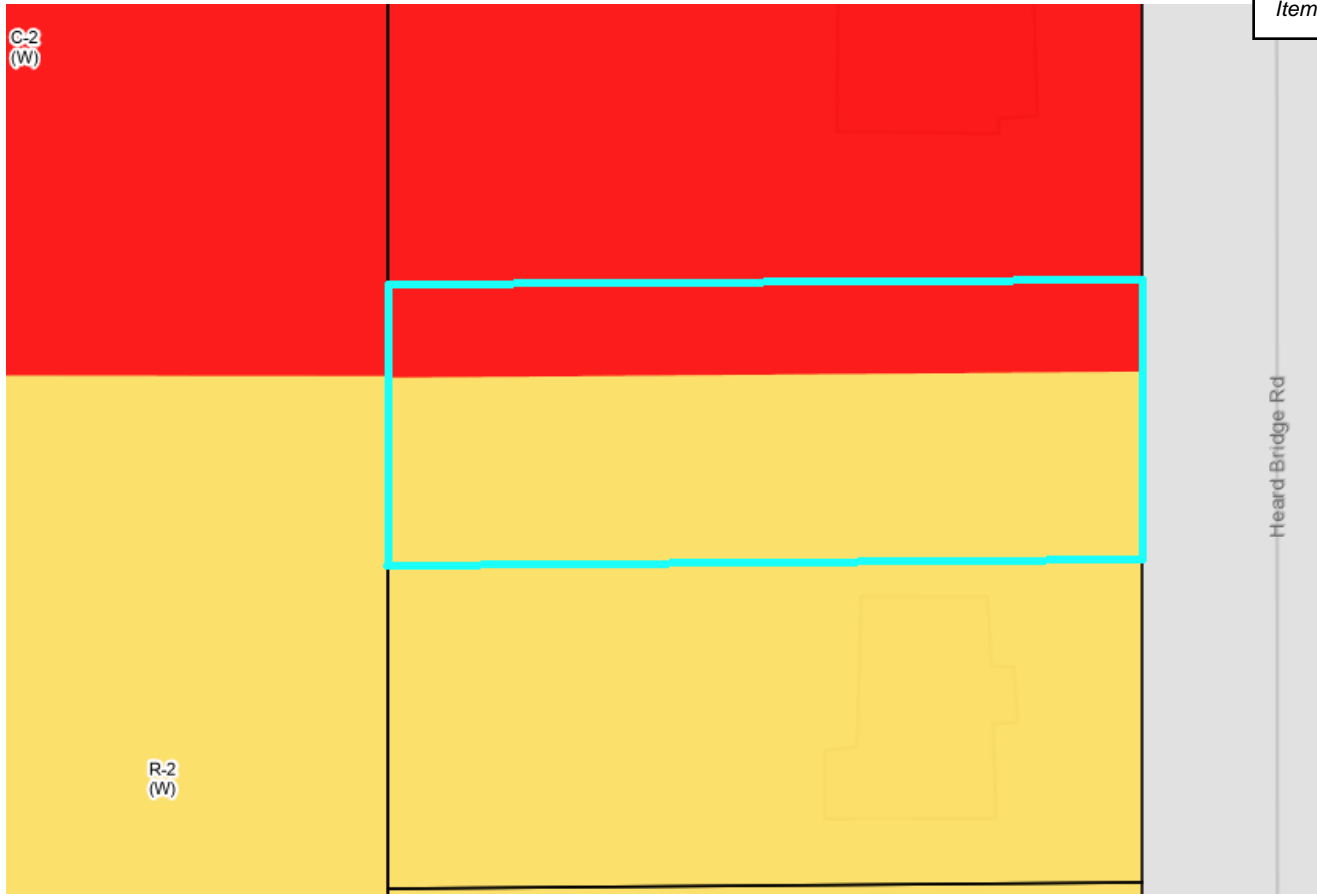
- (A) Special conditions and circumstances exist that are peculiar to the land or structure involved and that are not applicable to other lands or structures in the same land use classification.
- (B) The special conditions and circumstances do not result from the actions of the Applicant.
- (C) The requested variance, if approved, will not confer on the applicant any special privilege that is denied by the provisions of this Code to other lands or structures in the same land use classification.
- (D) Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use

classification and will constitute an unnecessary and undue hardship on the applicant.

- (E) That the variance granted is the minimum variance that will make possible a reasonable use of the land or structure.
- (F) That the granting of the variance will be in harmony with the general intent of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The City Commission will need to review the criteria listed above and determine whether or not this request meets those considerations. Once granted, the variance shall run with the land. Due to the peculiar split zoning and the fact that the duplex would be permitted outright in C-2 without the need for a variance, Staff recommends approval.





Unit# TRK2203

VIN# 1FTMF1CB1NKD03626

2022 F150 Regular Cab Pickup

15,833.8 Miles / 1047 Total Hours



Unit# 37B

VIN# TNT0494E00150

30' Gooseneck Trailer



SPECIAL EVENT APPLICATION

Item # 9.

CONTACT INFORMATION

ORGANIZATION NAME: Main Street Wauchula, Inc.

CONTACT NAME: Jessica Newman

MAILING ADDRESS: 107 E. Main Street

CITY: Wauchula ST: FL ZIP: 33873

WORK/HOME PHONE: 863-767-0330 CELL PHONE: 863-245-8309

EMAIL ADDRESS: jnewman@cityofwauchula.com

EVENT INFORMATION

EVENT NAME: Hometown Happy Hour

DATE(S): May 15, 2026 EVENT TIMES (INCLUDING SET UP AND CLEAN UP): START 4:00 PM END 8:30 PM

ATTENDANCE: 200

PURPOSE OF EVENT: Promote downtown businesses.

EVENT LOCATION: Heritage Park Pavilion (Rental only applies to pavilion. Heritage Park remains open to the public.)
 Auditorium at Historic City Hall

BASE EVENT FEES

Heritage Park Pavilion: Rental - \$25.00 + tax | Restroom Access - \$25.00 refundable key deposit

Auditorium: Rental - \$500.00 full day | \$250 half day (up to 6 hours) + tax | Damage Deposit - \$500.00 refundable following inspection

*Additional fees may be assessed depending on the nature of the event and City services used.

*Event fees may be reduced at the discretion of the City.

EVENT CHECKLIST

- Submit application at least 3 months prior to the event.
- \$1,000,000 General Liability Insurance listing City of Wauchula as Additional Insured (required for Final Event Approval) **NOTE: Event insurance requirement may be waived depending on event details and is at the discretion of the City. Waivers will not be issued for events requesting street closure and/or include alcohol.**
- If selling alcohol – Proof of approved Florida Department of Business and Professional Regulations Division of Alcoholic Beverage & Tobacco Application (for a request to sell alcoholic beverages at the event, contact: ABT, 1313 Tampa St., Park Trammel Bldg., Suite 909, Tampa, FL 33602, 813-272-2610)
- If selling/distributing alcohol – A detailed safety plan must be submitted along with the application; i.e. I.D. checks, monitoring of consumption, container types (no glass allowed), etc.
- If using food vendors – Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured or if vendor is a not for profit submit proof of 501 (c)3 status.
- If using activity vendors such as inflatables, rock walls, rides, etc. - Copy of vendors General Liability Insurance - \$1,000,000 listing City of Wauchula as additional insured.
- If using audio visual equipment at auditorium - Submit AV quote from PREPAC.

EVENT DETAILS

SERVICES REQUESTED AND EVENT ACTIVITIES – CHECK ALL THAT APPLY

- Heritage Park Restrooms
- Parade
- Kids Activities (inflatables, rock walls, etc)
- Open Container Waiver
- Street Closure(s) **
- Band/DJ
- Alcohol Sales/Distribution **
- Police
- AV System (auditorium only) *
- Food Vendors
- Art & Craft Vendors
- Merchandise Vendors
- Trash Collection (during event)
- Admission Charged
- Heritage Park Fountain: X ON / ___ OFF

*The City of Wauchula does not rent auditorium AV equipment to facility renters. For use of auditorium AV equipment, renters may contact Peace River Entertainment & Performing Arts Center (PREPAC) to coordinate use and fees, or renters may supply their own equipment. Renters are not permitted access to the Heritage Park Pavilion soundbox and speakers.

**Alcohol sales require a permit from DBPR and liability policy listing City of Wauchula as additional insured party.

***A printed map must be submitted with the application for all street closure requests with clear markings detailing desired closures points.

ADDITIONAL EVENT DETAILS

Hometown Happy Hour is a ticketed event. ID's are verified at check in by Drug Free Hardee before an arm-band is given. Attendees drink cocktail samples from plastic 3 oz cup provided to the participating businesses by Main Street Wauchula. Businesses participating are given cell numbers of MSW volunteers if they have concerns about an attendees. MSW volunteers are prepared to drive anyone home. Phone numbers for designated drivers are included on the business participation card given to attendees at check in.

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

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

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

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

I understand and acknowledge that renting the Heritage Park Pavilion applies to the pavilion only. Heritage Park is a public park and will remain open to the public during my event.

Jessica Newman

Print Name

3/16/26

Date


Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE 3/11/2026 Item # 9.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Maury, Donnelly & Parr, Inc. 10150 York Road, Suite 420 Cockeysville, MD 21030-3364
INSURER(S) AFFORDING COVERAGE: CNA Insurance Companies
NAIC #: 52412

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as an additional insured

CERTIFICATE HOLDER: City of Wauchula, 126 S. 7th Ave. Wauchula, FL 33873
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ODP #ODP3500105

License Menu

Select the function you wish to perform.

Press "Back" to return to the main menu.

License Issued To:	MAIN STREET WAUCHULA, INC.
DBA Name:	HOMETOWN HAPPY HOUR
License Status:	Current
Originally Licensed On:	03/30/2026 (mm/dd/yyyy)
Expires On:	05/15/2026 (mm/dd/yyyy)

Functions

[Remove This License From My Account](#)

Back

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Please see our [Chapter 455](#) page to determine if you are affected by this change.

Strategic Plan Progress

Item # 10.

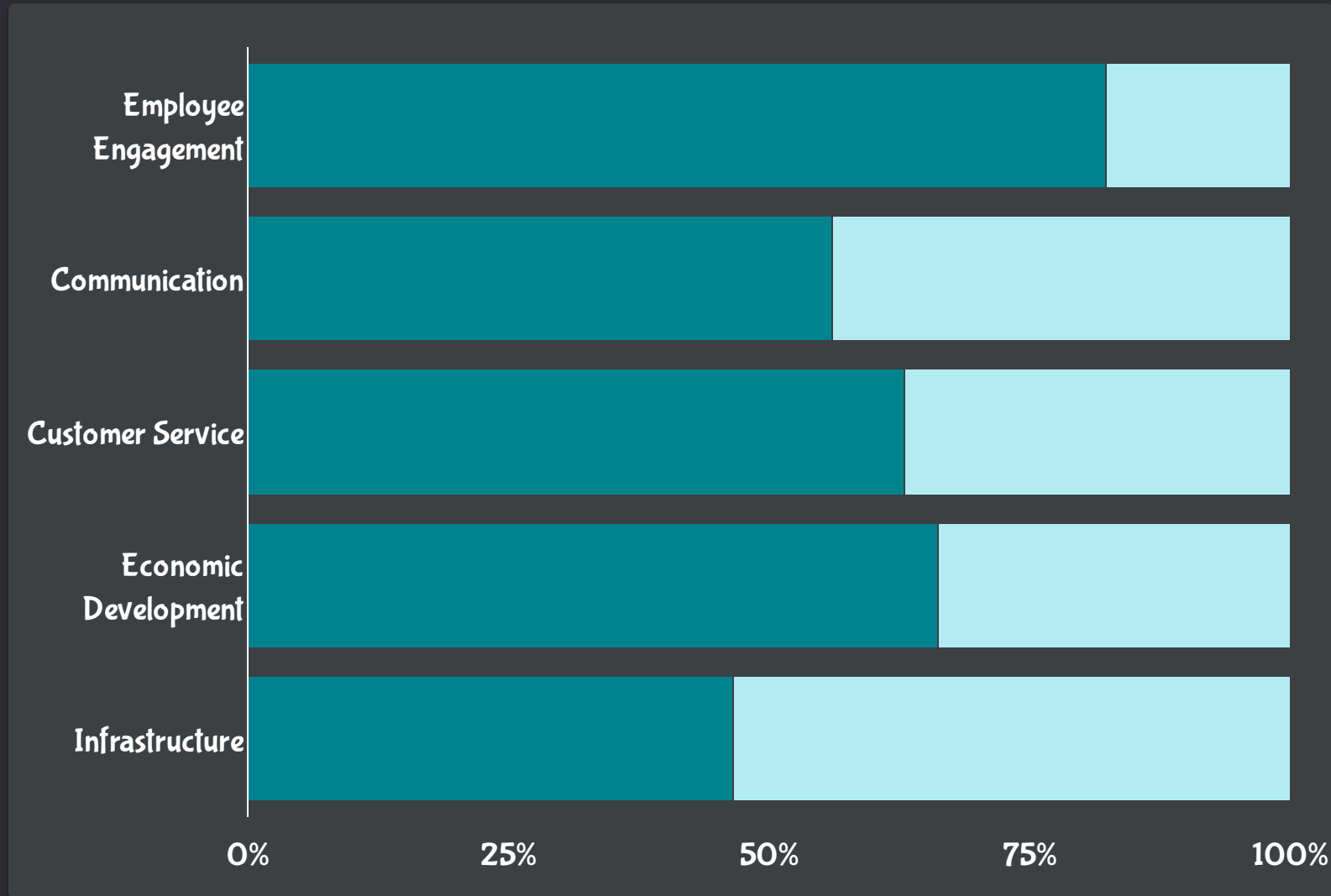
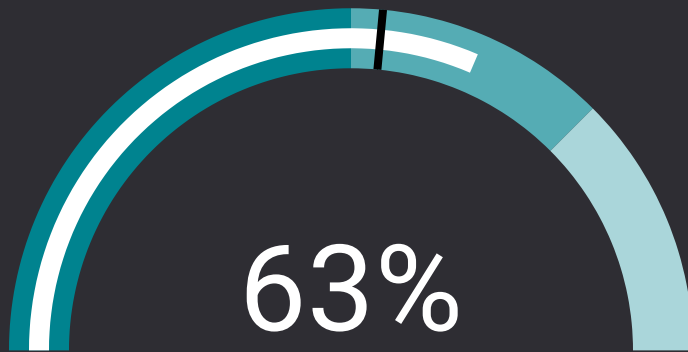
Completed

59

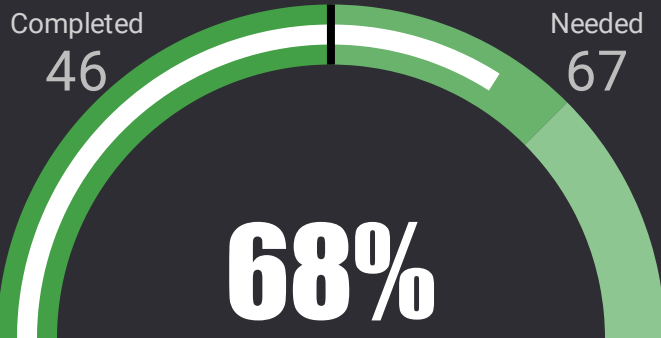
Needed

94

All Goals



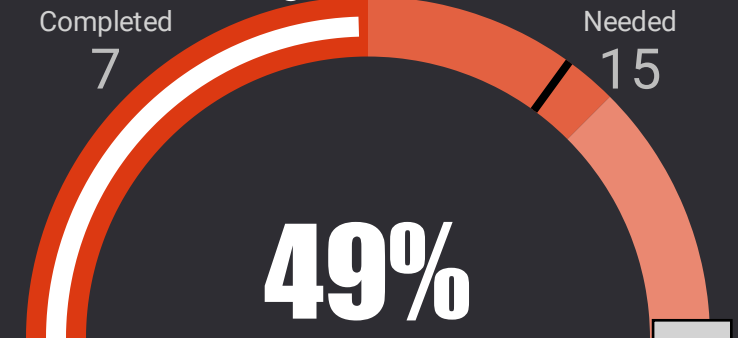
Short-Term Goals



Mid-Term Goals



Long-Term Goals



Progress by Goal

[-] [-] Key Result Area	[-] Goal Name	Progress
1 Employee Engagement	1 Become an employer of choice in our industry	92%
	2 Align employees with the organization's goals and values	72%
	3 Improve employee happiness and well-being	79%
	4 Build culture of high performance	83%
2 Communication	1 Effectively communicate our strategic plan progress	50%
	2 Revamping and updating the City website	57%
	3 Maintaining & improving ease of communication from City to citizens	50%
	4 Strengthen interdepartmental communications	47%
	5 Enhance Community Safety	67%
3 Customer Service	1 Build a culture within the City that is service oriented and provides great customer service, every time.	70%
	2 Ensure the City is easily accessible	0%
	3 Increase our capability to resolve issues at first point of contact	72%
4 Economic Development	1 Increase funding from alternative sources	100%
	2 Improve the City's economic capacity	83%
	3 Create a welcoming environment for businesses, residents, and visitors	40%
	4 Grow the City	71%
5 Infrastructure	1 Maintain/Improve current facilities and infrastructure	28%
	2 New infrastructure ventures/opportunities	71%
	3 Create & maintain equipment replacement schedule	33%
Grand total		108 55%

Employee Engagement Detail

- Short-Term
- Mid-Term Item # 10.
- Long-Term

Strategy Name				Progress
1	1	a	Review the pre-hire and post-hire consolidated documents that highlight the City of Wauchula's policies/packages offered to our employees that are ...	100%
		b	Participate in 4 recruitment efforts per year	50%
		c	Review the new hire orientation process checklist annually	100%
		d	Ensure new employee tour the City's departments and properties within 1 month of hire	100%
2	a	Produce/review an annual step plan that shows the estimated/projected pay rate increase after each year	100%	
		Apply for 5 grant opportunities to ensure any local budgetary shortfalls do not cause a decrease in the total number of officers available to respond t...	100%	
2	1	a	Annually promote our employee recognition program across all departments at an employee meeting	100%
	2	a	Utilize the newsletter, Wauchula City Connect Facebook page, or email to highlight employees	67%
	3	a	2 city-wide meetings per year	50%
3	1	a	Host at least 8 monthly activities, annually	63%
		b	Offer 4 exercise incentives annually	100%
		c	Review wellness point system annually	100%
	2	a	Annual Administration and Police Department holiday luncheon	100%
		b	Group gatherings determined by a survey given out 2 months prior to the event held at and by public works using their employee appreciation funds	100%
		c	Update on funds available to city supervisors Bi-Annually	100%
	3	a	April & October staff meetings	50%
		b	December luncheon	100%
		c	July luncheon	0%
4	1	a	Ensure new office staff complete the ride-along program to have cross-department exposure within 30 days of hire	100%
		a	Promote professional development training and/or conferences to employees quarterly	75%
		b	Promote crime scene processing training for one patrol officer annually	60%
	c	Annually review advanced criminal justice support training needs	80%	
3	a	Distribute Years of Service awards	100%	

Grand total	82%
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Communication Detail

— New Short-Term

— New M Item # 10.

— New Long-Term

Strategy				Progress
1	1	a	Update dashboard quarterly by assigned individuals	50%
		b	Present dashboard to all employees at semi-annual meetings	50%
2	1	a	Visit at least 3 other municipality websites twice a year to ensure C.O.W. is on trend	67%
		b	Annually review and determine if a quote for revamp of format is needed	100%
	2	a	Generate weekly content for the website/social media	50%
		b	Review everything on the website and update as necessary annually	50%
		c	Provide an opportunity for regular feedback from end users through community surveys	17%
3	1	a	Implement texting service for customers	0%
		b	Community involvement with booths at least 3 times a year	100%
4	1	a	Have at least 20 staff meetings with leadership team	80%
		b	Monthly newsletters & Wauchula City Connect Facebook page posting relevant City staff information	58%
		c	Semi-annual all staff meetings	50%
		d	Review monthly and update as needed the employee department listing photo album on Wauchula City Connect	0%
		e	Facilitate at least 10 public works supervisor meetings annually	60%
		f	Review Wauchula City Connect Facebook page members monthly	33%
5	1	a	Take a proactive community policing approach and engage both residents and businesses and instruct them in crime prevention techniques at a mini...	100%
		b	Implement a crime prevention program specifically designed to reduce criminal activity during the holiday season between Thanksgiving and Christ...	100%
		c	Develop an early warning system/mentoring program for at-risk youth to reduce recidivism	0%
		d	Conduct 6 proactive criminal investigations annually	67%
		e	Maintain at least 1 trained uniform patrol personnel as a crime prevention specialist to enhance residential and business efforts	0%
		f	Conduct 20 deployments of the speed enforcement trailer and/or personnel to target areas	100%
		g	Conduct no less than 50 grant-funded proactive law enforcement shifts per grant awarded	100%
				110
Grand total				56%

Customer Service Detail

— New Short-Term

— New Mid-Term Item # 10.

— New Long-Term

☰ ☰ ☰ Strategy Progress

1	1	a	Ensure all employees within Customer Service department complete training within one month of hire	100%
		b	Develop a secret customer program to conduct interactions with Customer Service department	0%
2	a		Annual review will be conducted to determine if current staffing levels, and shift assignments, are at an appropriate level for the total number of calls...	100%
3	a		Annual reviews will be conducted to determine if our response time(s) have increased or decreased and whether reassignment of personnel could inc...	80%
2	1	a	Explore at least 2 other avenues to access the city both during and after hours	0%
3	1	a	Customer-generated service/work orders that are still outstanding after 10 business days, will receive a phone call with a status update	100%
		b	Every customer generated service/work order contain all information needed for service contact	89%
	2	a	Run weekly report on open service orders Wednesday mornings	48%
		b	Run daily reports on billing related open service orders	50%

Economic Development Detail

— New Short-Term

— New Mid-Term Item # 10.

— New Long-Term

Strategy				Progress
1	1	a	Review grant, sponsorships and donations opportunities 6 months to 1 year from the potential start date or purchase	100%
	2	a	Seek/utilize funding for appropriate projects from at least 2 different sources	100%
2	1	a	Pursue annexations by reviewing two potential locations annually	50%
		b	Invest in and redevelop at least one property annually	100%
		c	Explore at least two opportunities for public/private partnerships per year	100%
3	1	a	Review city codes & community suggestion surveys for needed code updates annually	100%
		b	Look into 1 vacant property per month and how to improve it	42%
	2	a	Conduct at least 10 in-person customer interactions per month as it relates to Code Enforcement	46%
		b	Open at least 20 code violation cases per month	30%
		c	Open at least 5 minimum maintenance code violation case per month	25%
		d	Promote the code enforcement “Report A Problem” forum on City website and/or app annually	0%
4	1	a	Establish territorial agreements with other power suppliers for undeveloped properties	0%
		b	Share territorial agreements with county’s building department and property appraiser’s office	0%
	2	a	Prioritize one vacant property for development annually	100%
	3	a	Tax abatement	100%
		b	Impact fee waivers	100%
		c	Cost to Revenue return - electric rate tariff	100%
		d	WTP/WWTP forgiveness (i.e., tap fees, lift station installation, impact fees, etc.)	100%
Grand total				66%

Infrastructure Detail

— New Short-Term

— New M Item # 10.

— New Long-Term

Strategy				Progress
1	1	a	Gather information from supervisor for 20 departments (which excludes legal and purchase power) for budget process by May 1st each year for curr...	0%
		b	Utilize Capital Improvement Plan (CIP) to prioritize items for budget	0%
		c	Identify elements of the water system to be formally assessed and prioritized	100%
		d	Identify elements of the sewer system to be formally assessed and prioritized	100%
		e	Identify elements of the electric system to be formally assessed and prioritized	0%
		f	Create an assessment schedule of the water system elements for improvement	0%
		g	Create an assessment schedule of the sewer system elements for improvement	0%
		h	Create an assessment schedule of the electric system elements for improvement	0%
2	a	a	Implement a funding plan for road improvements based on the Wauchula Pavement Evaluation Report.	16%
		b	Implement a funding plan for park improvements based on the Park Element of CRA Master Redevelopment Plan	67%
2	1	a	Maintain/review CRA master plan every 5 years or as needed	100%
		b	Maintain/review airport master plan every 5 years or as needed	100%
		c	Maintain/review utilities master plan every 5 years or as needed	100%
		d	Explore need for electric distribution master plan	0%
		e	Explore oportunities for general facility for training, events, etc. every 5 years	100%
		f	Explore possibility of having feasibility study done using an outside service for a solar farm every 5 years	100%
		g	Utilize alternative funding to purchase technology (automated license plate readers, school zone camera)	33%
2	a	a	Consider potential development of surrounding areas with every new utility extension installation	50%
		b	Public Works interdepartmental communication prior to every new utility implementation discussed at each supervisor monthly meeting	60%
3	1	a	Create a fleet & equipment replacement schedule	50%
		b	Annually update fleet & equipment replacement schedules	50%
		c	Annually update computer replacement schedule	0%
				113
Grand total				47%