



CITY COMMISSION AND CRA BOARD MEETING AGENDA

Monday, April 13, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

MINUTES FOR APPROVAL

- 1.** Minutes for 3/2/2026 Commission Workshop and 3/9/2026 Commission Meeting
Recommended Action: Commission's Approval

PUBLIC COMMENT / NON-AGENDA ITEMS

PRESENTATIONS

- 2.** WPD Swearing-In Officer Adrian Perdue
- 3.** Proclamation 2026-02 National Day of Prayer
Recommended Action: Commission's Discretion

ORDINANCES / PUBLIC HEARINGS

- 4.** Ordinance 2026-04 Modifying Water and Sewer Capital Connection Fees - Final Reading - Public Hearing
Recommended Action: Commission's Approval
- 5.** Ordinance 2026-05 Annexation of 119 Ohio Ave - Final Reading - Public Hearing
Recommended Action: Commission's Approval
- 6.** Ordinance 2026-06 FLU Amendment for 119 Ohio Ave - First Reading
Recommended Action: Commission's Approval
- 7.** Ordinance 2026-07 Zoning for 119 Ohio Ave - First Reading
Recommended Action: Commission's Approval
- 8.** Ordinance 2026-09 ULDC Text Amendment for Administrative Approval of Final Plats - First Reading
Recommended Action: Commission's Approval

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

GENERAL PENSION BOARD AGENDA

- [9.](#) Approval of Minutes for 3/9/2026 General Pension Board Meeting
Recommended Action: Board's Approval
- [10.](#) Ordinance 2026-08 Police Pension Share Plan Amendment - Final Reading - Public Hearing
Recommended Action: Board's Approval
- [11.](#) Quarterly Financial Report
Recommended Action: Board's Approval

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

- [12.](#) Approval of General Pension Board Actions
Recommended Action: Commission's Approval

CITY MANAGER / NON-CONSENT

- [13.](#) Power Cost Adjustment
- [14.](#) ITB 2026-02 Hogan Street Extension Improvements
Recommended Action: Commission's Approval

CONSENT AGENDA

- [15.](#) Preliminary Plat for Gardens at Midtown Acknowledgement
- [16.](#) Resolution 2026-10 Variance Request - 0 Heard Bridge Road
- [17.](#) COW Surplus Vehicles
- [18.](#) Rescinding Previously Surplused Vehicle Unit 2303
- [19.](#) Special Event Application - Hometown Happy Hour
Recommended Action: Commission's Approval on Items 15-19

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

- [20.](#) Approval of Minutes for 3/2/2026 CRA Workshop, and 3/9/2026 CRA Meeting
Recommended Action: Board's Approval
- [21.](#) CRA RFQ 26-01 Award Recommendation
Recommended Action: Board's Approval
- [22.](#) TIF Agreement for Bay St & 1st Ave
Recommended Action: Board's Approval
- [23.](#) Budget Adjustment Request - Transferring Funds from Power Plant Project to Parking Lot Project
Recommended Action: Board's Approval

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

- [24.](#) Approval of CRA Board Actions

Recommended Action: Commission's Approval

[25.](#) Crime Statistics Update

REMINDERS

ADJOURNMENT



CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, March 02, 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

Nadaskay called the workshop to order at 5:00 pm.

ROLL CALL

PRESENT

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

STAFF PRESENT

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

OPEN COMMISSION WORKSHOP

Nadaskay opened the Commission Workshop.

1. Downtown Market Study & Vision Presentation

Tripp Muldrow - Arnett Muldrow & Associates

Muldrow provided a presentation of the vision study that was conducted for Wauchula's downtown area. He provided data and statistical information, as well as suggestions to incorporate specific types of components that would increase traffic and economic growth in Downtown Wauchula.

Newman explained there were a variety of projects already underway that came out of this study and additional projects that may be proposed in the future.

2. Inland Port Feasibility Study Update

Jamie Gwaltney - Kimley-Horn

Gwaltney explained the objective of the study was to determine the viability of developing an inland port, identify potential properties along the CSX railroad corridor, and provide possible next steps for consideration.

Gwaltney stated inland ports were typically developed in areas where cargo is already moving through. The economic analysis included background on inland ports, commodity flows, port connectivity, labor requirements, industrial real estate, and potential occupiers. The study determined that Wauchula was not in a competitive position to attract containerized imported goods handled at Port Tampa Bay and SeaPort Manatee therefore, an intermodal site was not feasible in Wauchula.

Potential alternative sites were looked at for both intermodal and rail-centric facilities and the study determined those alternate locations to be outside of the City limits.

Gwaltney reviewed the final results of the study, which included the following:

1. An inland port near Wauchula would not support intermodal cargo.
2. The western limits of Wauchula were approximately five miles from the CSX mainline.
3. There were sufficient sites to develop a rail-centric inland port in Hardee County adjacent to the CSX mainline. 17 sites were evaluated and 2 sites were recommended as potential locations.
4. Business opportunities for a rail-centric inland port include exporters of recycled products and/or manufacturing related industries that need rail service and available land. Identifying a key anchor tenant would be an important first step.
5. It was likely that Wauchula would benefit from industrial development within the City from a successful rail-centric inland port in the County.

Vance Coley - via Zoom on behalf of the Hardee County IDA

Coley shared some background on how this study came to fruition. He thanked the City of Wauchula for working with the IDA on this study and answered questions from the Commission.

3. Community Patriotic Event - Jim Beckley

Mr. Beckley shared information for the free community event celebrating the 250th birthday of the United States of America. The event will take place at the Hardee County Civic Center on Friday, June 26, 2026.

4. Bid Documents - Wauchula Municipal Airport Design/Build 10-Unit T-Hangars

Eason presented the bid documents to construct a new 10-unit t-hangar building.

5. Lease Agreement with Hardee County - SW Water Tower Project

Eason presented the agreement to lease a portion of land from the County in order to construct drinking water infrastructure in the southwest quadrant of Wauchula.

6. Resolution 2026-03 Heardbridge Rd Watermain

Long presented the resolution to accept the grant agreement for funding in the amount of \$510,000.00 for the construction of a new waterline along Heard Bridge Rd.

7. Comprehensive Plan Evaluation & Appraisal Report Overview

Marisa Barmby - Central Florida Regional Planning Council

Barmby presented the comprehensive plan evaluation, stating the State required agencies to update their plan every 7 years. Barmby explained the biggest update in the plan was updating the horizon year from 2030 to 2050. She also touched on the general housekeeping items that were being reviewed and amended as needed, which included updating requirements from Florida Statutes, updating references to the 10-

year and 20-year planning period, updating timing related policies, and updating references to agencies with name changes. Barmby finished with an overview of the expected timeline, noting the Commission adoption hearing would be sometime in fall 2026.

8. Revokable License Agreement with Pamela Sellers & Kassie Knight

Long presented the agreement, noting a few highlights - 90 days to bring the fence into compliance, 25-year term, insurance requirement

Hatcher-Bolin noted some language throughout that may need to be amended in order to be more specific on certain terms of the agreement.

9. Annexation of 119 Ohio

Long presented the proposed ordinance to annex the property into the City limits.

10. Ordinance 2026-04 Modifying Water and Sewer Capital Connection Fees

Braxton presented the ordinance, noting the proposed connection rate changes which were based on the recommendation from the most recent rate study conducted.

Braxton answered questions from the Commission. The Commission discussed their thoughts on the current and proposed connection fees.

John Raymond - Barkdoll Land Development, Zolfo Springs

Raymond addressed the Commission as the developer of two large housing projects in Wauchula, Bay Street subdivision and Gardens at Midtown. Raymond stated the projects had already been in the works for some time and, due to the moratorium that had been in place, they were not expecting this increase in fees. He suggested a tiered approach to the rates being proposed for those who may already be in the process of a project.

Jonathan Scott - 2014 Popash Rd

Scott noted he works for Neil Communities, working with developers in different areas. Scott stated the impact of these fees would "squash" the entire subdivision project due to their very narrow profit margins.

Some discussion was had regarding possible options. A potential approach was to implement the new rates as of October 1, 2026 but to allow developers to pay those fees in advance at the current rates in order to lock in their connection fees.

ADD-ON: PUBLIC COMMENT ON NON-AGENDA ITEMS

Caleb Burgin - Burgin Farmers Market

Burgin addressed the Commission stating he recently received notice from the City of Wauchula's code enforcement department that his business sign was not compliant with City code regulations. Burgin stated he was leasing the property from the State, who would not allow him to place a permanent sign in their right-of-way, but did allow for a sign attached to a trailer, which was not allowed by City code. Burgin requested the City consider amending the code to allow signs on trailers.

Long explained the code requirements regarding signage and noted that the City had recently required another business to move their sign that was placed on a box truck. Long provided a suggestion to amend the code to allow for trailered signage within the industrial zoning district with certain restrictions.

The Commission discussed this at length. They were open to the amendment and directed staff to come back with drafted language at a future meeting.

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the Commission Workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA Workshop.

11. CRA RFQ 26-01 Professional Architectural Services - Historic City Hall

Newman presented the bid documents to receive professional architectural services for phase V of auditorium renovations.

12. CRA RFP 26-01 Utility and Sidewalk Improvements - Bay St and 1st Ave

Newman presented bid documents to receive proposals for the utility and sidewalk improvements at Bay St and 1st Ave.

13. Krause Services Contract Discussion

Newman presented the current contract with Krause Services and requested to extend for an additional 6 months. Newman explained the City originally budgeted additional positions for Parks & Grounds to take over maintenance of the service area however, staff felt it would be a smoother transition to amend this contract for additional time.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 8:05 pm.



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, March 09, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

PRESENT

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

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Director of Project Management and Procurement Ward Grimes
Assistant Chief of Police Tom Fort
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

1. Minutes for 2/2/2026 Commission Workshop and 2/9/2026 Commission Meeting

Recommended Action: Commission’s Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

No comments presented.

PRESENTATIONS

2. Proclamation 2026-01 Water Conservation Month

Recommended Action: Commission's Approval

Amanda Simat - Southwest Florida Water Management District
Simat addressed the Commission, highlighting the importance of water conservation, and presented the proclamation to declare April as Water Conservation Month.

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-04 Modifying Water and Sewer Capital Connection Fees - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Braxton noted a change from the workshop of the delayed effective date of 10/1/2026 as well as noting a prepayment option by 9/30/2026.

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

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Smith

4. Ordinance 2026-05 Annexation of 119 Ohio Ave - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Miller declared a voting conflict and read the conflict statement into the record.

"For the record, I am declaring a voting conflict pursuant to Florida Statute 112.3143(3)(a). This item would insure to the special private gain or loss of my mother, Louise Jones, and therefore I will abstain from voting on this matter and will file the required Form 8B with the Clerk."

Motion made by Commissioner Albritton, Seconded by Commissioner Smith.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay

Voting Abstaining: Commissioner Miller

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

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

GENERAL PENSION BOARD AGENDA

5. Approval of Minutes for 12/8/2025 General Pension Board Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

6. Ordinance 2026-08 Police Pension Share Plan Amendment

Recommended Action: Board Approval

Braxton presented the ordinance to the Board with recommendations from the Police Pension Board to lower the retirement age from 60 years of age to 55 years of age, as allowed by Florida Statute chapter 185, and also to change the vesting years from 10 years to 6 years in order to be consistent with the City's pension plan.

Hatcher-Bolin read the ordinance by title.

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

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

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

7. Approval of General Pension Board Actions

Recommended Action: Commission's Approval

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

CITY MANAGER / NON-CONSENT

8. Revokable License Agreement with Pamela Sellers & Kassie Knight

Recommended Action: Commission Discretion

Motion made by Commissioner Albritton, seconded by Commissioner Smith

Pamela Sellers and Kassie Knight were present.

Knight addressed the Commission with concerns about the agreement, stating they did not have the funds for the \$1,000,000 insurance policy requirement. She also stated they were willing to remove the top portion of the fence in order to comply with height requirements however, they would like additional time to have an attorney look over the agreement on their behalf.

The Commission and staff discussed the agreement. A suggestion was made to Sellers and Knight that they may want to consider reaching out to their insurance agent to see if the fence is covered under their current policy. The Commission did not entertain the idea of dropping the insurance requirement altogether due to potential liability issues if something were to occur on City property. The Commission agreed to table this discussion until they met again in April.

Commissioner Albritton moved to amend the motion to table item until the April meeting, seconded by Commissioner Smith.

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

9. Power Cost Adjustment

Minschew announced the February power cost adjustment.

10. Resolution 2026-08 FL Dept of Elder Affairs Grant Agreement for Senior Center
Recommended Action: Commission Approval

Long presented the resolution to accept the grant agreement for a new senior center building. Long stated the current thought was to build on the existing site. The Commission did ask to remain open to a different location, if one were to be available.

Motion made by Commissioner Smith, Seconded by Commissioner Miller.

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

CONSENT AGENDA

11. Acceptance of the Downtown Market Study & Vision Presentation
12. Acceptance of the Inland Port Feasibility Study Final Report

- 13. ITB 26-01 Wauchula Municipal Airport T-Hangar Building
- 14. Lease Agreement with Hardee County - SW Water Tower Project
- 15. Resolution 2026-03 Heardbridge Rd Watermain

Recommended Action: Commission's Approval on Items 11 thru 15

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

- 16. Approval of Minutes for 2/2/2026 CRA Workshop, and 2/9/2026 CRA Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

- 17. CRA RFQ 26-01 Professional Architectural Services - Historic City Hall

Recommended Action: Board's Approval

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

- 18. CRA RFP 26-01 Utility and Sidewalk Improvements - Bay St and 1st Ave

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

- 19. Krause Services Contract Amendment

Recommended Action: Board's Approval

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

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Albritton

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

- 20. Approval of CRA Board Actions

Recommended Action: Commission's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the City Commission meeting at 6:45 pm.

PROCLAMATION 2026-02**NATIONAL DAY OF PRAYER
MAY 7, 2026**

WHEREAS, throughout the history of America we have poured out prayers to the God of hope; in times of crisis and celebration, in prosperity and need, in times of war and peace we have poured out praise to God for all He is, thanks to God for all He has done, confession and pleas for forgiveness when we have parted from His Word and will, and poured out intercession asking for His heart and hand to move for the sake of our neighbors and nation, and our history is filled with His grace, goodness, and abundant answers to those prayers; and

WHEREAS, from the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God; and

WHEREAS, the National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, in our city and across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, "Glorify God Among The Nations, Seeking Him In All Generations" based on the verse in I Chronicles 16:24 "Tell of His glory among the nations, His wonderful deeds among all the peoples."

NOW THEREFORE, I, Keith Nadaskay, Mayor of the City of Wauchula, do hereby proclaim, May 7, 2026, as a day of prayer throughout our City and I commend this observance to our citizens and request that prayers be poured out for our City; for our neighbors as we live, serve, work, and learn together that we made be filled with all joy and peace and abound in hope.

ADOPTED AND PROCLAIMED this 13th day of April, 2026 at a regular meeting of the City Commission of the City of Wauchula, Florida.

(SEAL)

ATTEST:

Stephanie Camacho, City Clerk

CITY OF WAUCHULA

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By: _____
Kristie Hatcher-Bolin, City Attorney

ORDINANCE 2026-04

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA AMENDING ARTICLE III, CHAPTER 22, AND SECTIONS 22-97, 22-99, AND 22-100 OF THE CODE OF ORDINANCES OF THE CITY OF WAUCHULA, FLORIDA (“CITY CODE”); AMENDING ARTICLE 3, UTILITIES, SECTION 3.04.01, OF THE UNIFIED LAND DEVELOPMENT CODE OF THE CITY OF WAUCHULA, FLORIDA (“ULDC”); PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR THE CORRECTION OF SCRIVENER’S ERRORS; PROVIDING FOR CODIFICATION AND INCORPORATION INTO THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. COMMISSION FINDINGS. In adopting this Ordinance and modifying the City Code of Ordinances, the City Commission of Wauchula, Florida, hereby makes the following findings:

(1) The City of Wauchula (the “City”) is a municipal corporation created under the laws of the State of Florida, and is authorized, pursuant to general and special law and its home rule powers contained in the Florida Statutes and the Florida Constitution, to own, operate, provide, and extend central water, wastewater, and reclaimed water services both within and without the City of Wauchula, Florida.

(2) The City has the exclusive authority over the management, operations, and control of the provision of water, wastewater (also known as “sewer”), and reclaimed water services in the service area both within and without the City limits.

(3) The City has the authority and duty to establish and modify water and wastewater rates for the City’s water and wastewater systems.

(4) The City has determined that development at urban level densities should be served by a central potable water supply and central wastewater service.

(5) The City has also incurred bonded indebtedness to expand and maintain its central water system and central wastewater system.

(6) Demands for potable water and wastewater capacity led to the construction of new expanded central utilities plant and facilities and extensions of the City's utility system to areas where new customers may connect.

(7) Stringent state and federal water and wastewater treatment and operation standards have been promulgated, and with these increasing costs of constructing central water and wastewater facilities, the City's ability to provide central water and wastewater service within the City may be limited.

(8) The financing of central water and wastewater facilities is complex, requires extensive planning and engineering, and calls for advanced participation by the development community so that adequate public facilities can be provided to meet the impacts of that development.

(9) The use of water and sewer impact fees, also known as "connection fees," became widespread in Florida during the 1970's and 1980's when Florida was experiencing rapid growth. The cost of providing the facilities to serve the influx of new residents resulted in a dramatic increase in taxes and utility rates. Additionally, during this time, more stringent environmental regulations were also driving utility rates higher. Municipalities and other governmental entities imposed impact fees to recover the cost of the new facilities required to serve Florida's rapid growth.

(10) The Florida Supreme Court has mandated that, to be valid, using water and wastewater connection fees to raise capital for expansion is permissible where expansion is reasonably required, the use of the money collected is limited to meeting the costs of expansion, and such connection fees do not exceed a pro rata share of reasonably anticipated costs of expansion. *Contractors & Builders Ass'n of Pinellas County v. Utilities Comm'n of Dunedin*, 329 So. 2d 314 (Fla. 1976).

(11) In 1982, the City adopted its first set of water and sewer impact fees, providing that the rate of impact fees would be set by resolution.

(12) On May 8, 2006, the City adopted resolution No. 06-16, modified the water and sewer impact fees levied by the City.

(13) The City adopted the changes and modifications proposed in Ordinance 2014-06 on June 9, 2014 and suspended and waived the collection of water and wastewater impact fees until May 1, 2015.

(14) These impact fees, and the modification and suspension of same, were adopted prior to the implementation of section 163.31801, Fla. Stat., which codified certain requirements to establish valid impact fees in Florida.

(15) On June 28, 2019, the Florida Legislature exempted water and wastewater (sewer) connection fees from the requirements of section 163.31801, Fla. Stat., by virtue of the adoption of section 5, Chapter 2019-165, Laws of Florida.

(16) The City has not collected any impact fees for water and wastewater since the adoption of the original moratorium under Ordinance 2014-06. But the moratorium expired on January 31, 2026. Accordingly, the water and wastewater impact fees adopted by Ordinance 2014-06 currently are in effect and will remain in effect until the effective date of this Ordinance 2026-04.

(17) The City previously commissioned studies to determine the appropriate level of rates, fees, charges, and related policies and rules for its water and wastewater systems in accordance with the standards set forth in section 180.13(2), Fla. Stat., pertaining to municipal public works, and section 184.09(1)(b), Fla. Stat., governing municipal water and sewer financing, requiring cities to fix rates that are just and reasonable for utility services. See *Cooksey v. Utilities Comm'n*, 261 So. 2d 129 (Fla. 1972).

(18) In adopting water and wastewater capital connection fees, the City is availing itself of the exemption from the procedural requirements of section 163.31801, Fla. Stat., as provided in section 163.31801(12), Fla. Stat.

(19) The City hereby finds, declares, ratifies, and confirms the validity of all past water and wastewater (sewer) impact, connection, and capacity fees and that all such funds collected have been appropriately earmarked and limited solely for meeting the costs of expansion.

(20) The City has received a report from GovRates that constitutes a capital connection fee study (the "Study"), and that recommends increases to the City's capital charge structure that is consistent with state law and is in line with other neighboring communities.

(21) The City Commission previously considered and approved the Study, and it has been determined that (1) water and wastewater connection fees are necessary to offset the costs associated with meeting future demands for the City's water and wastewater facilities pursuant to the projections set forth in the Study; (2) that these fees bear a reasonable relationship to the burden imposed upon the City to provide water and wastewater facilities to new utility customers served by the City; (3) that the fee revenues will provide a direct benefit to such new City customers reasonably related to the fees assessed; (4) that an essential nexus exists between the projected new development and the need for additional water and wastewater facilities to be funded with these fees and the benefits that accrue to new development paying the fees; and (5) that the amount of the water and wastewater impact fees are roughly proportional to the pro rata share of the additional water and wastewater facilities needed to serve new development.

(22) For these and other reasons, and based on the data and analysis contained in the Study, it is necessary for the City to adopt the changes and modifications proposed within this Ordinance.

(23) The City has full and exclusive authority over the management, operation, and control of all of the City's utilities and the authority to prescribe rules and regulations governing the use of such facilities whenever such are provided by the City, and to make such changes from time to time in such rules and regulations as it deems necessary.

(24) The City Commission's decisions, as set forth herein, are reasonable and prudent steps pertaining to sound growth management which have been taken for the benefit of the citizens of the City, both present and future.

(25) The City is projected to increase in population and further economically develop in the future.

(26) This Ordinance contains an administrative framework to ensure that the benefit of water and wastewater facilities funded with water and sewer capital connection fees will accrue proportionately to new development paying the fees.

(27) Requiring future growth to contribute its fair share of the costs necessary to fund required capital improvements and additions is an integral and vital part of the regulatory plan of growth management in the City and is a practice consistent with sound and generally accepted growth management, fiscal and public administration practices, and principles.

(28) To generate funds for future alternative water needs, administration, operation, and long-range projects, it is necessary to increase water user rates to begin funding mandated alternative water supplies.

(29) The City has notified each customer of the utility system through the regular utility billing process of this Ordinance in accordance with Section 180.136, Florida Statutes.

(30) The City Commission finds that the regulations, charges, rates and fees adopted by this Ordinance are in the best interest of, and are necessary to ensure, the health, safety and welfare of the citizens of the City of Wauchula, and users of the City utility system.

(31) The City has scheduled, advertised, and held the appropriate hearings required by Chapters 166 and 180, Florida Statutes, and has received and considered all City staff, City consultant, and public written and oral comments and other competent, substantial evidence.

(32) These fees have been established by the City and the City desires to ratify and incorporate these fees into the Code of Ordinances for better transparency

SECTION 2. AMENDMENT OF ARTICLE III OF CHAPTER 22, CITY CODE. Article III Chapter 22 of the Code of Ordinances, City of Wauchula, Florida, in title “Water and Sewer Impact Fees”, is hereby amended to read as follows:

ARTICLE III- WATER AND SEWER IMPACT CAPITAL CONNECTION FEES

SECTION 3. AMENDMENT OF SEC. 22-97, CITY CODE. Section 22-97 of the Code of Ordinances, City of Wauchula, Florida, is hereby amended to read as follows:

“Sec. 22-97. Water and Sewer ~~Impact~~ Capital Connection Fees Imposed; Calculation.

(1)(a) Each new user of the City’s waterworks system shall pay a one-time water ~~impact~~ capital connection fee as provided herein. The revenue generated hereunder shall be deposited in the water system ~~impact~~ capital connection fees account specified in section 22-100 and shall be used only for the expansion of the waterworks system. The water capital connection fees set forth below in this Ordinance 2026-04 shall become effective on October 1, 2026. Up to and including September 30, 2026, the applicable water capital connection fees shall be those adopted by Ordinance 2014-06. For all those persons, firms, and entities that have not prepaid applicable water capital connection/impact fees for an identifiable property on or before September 30, 2026, the applicable water capital connection fees shall be levied and collected in the amounts set forth in this Ordinance 2026-04, which shall become effective October 1, 2026.

(b) The amount of the water capital connection ~~impact~~-fee is set forth below:

For all customers, the capital connection fee due shall be the greater of i) the amounts derived from the estimated flow approach described below; or ii) the amounts shown in the below meter equivalent approach schedule. The City Manager or their designee has the authority to determine the applicable capital connection fee based on the adopted fees, the intent of the fees, and the customer's specific configurations or circumstances.

- i. Estimated Flow Approach:
Each Customer's estimated average daily flow requirements in gallons for water service shall be multiplied by \$3.72 per gallon of capacity.
- ii. Meter Equivalent Approach:

<u>Meter Size</u>	<u>Meter Capacity Equivalent Factor*</u>	<u>Water Capital Connection Fee</u>
<u>3/4"</u>	<u>1.00</u>	<u>\$1,140</u>
<u>1"</u>	<u>1.67</u>	<u>\$1,905</u>
<u>1.5"</u>	<u>3.33</u>	<u>\$3,800</u>
<u>2"</u>	<u>5.33</u>	<u>\$6,080</u>
<u>3"</u>	<u>10.67</u>	<u>\$12,165</u>
<u>4"</u>	<u>16.67</u>	<u>\$19,005</u>
<u>6"</u>	<u>33.33</u>	<u>\$38,000</u>
<u>8"</u>	<u>53.33</u>	<u>\$60,800</u>
<u>10"</u>	<u>76.67</u>	<u>\$87,405</u>

<u>12"</u>	<u>143.33</u>	<u>\$163,400</u>
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*Reflects meter equivalent factors implied by the size of the meter serving the premises based on information published by the American Water Works Association (AWWA) regarding meter capacities

Table 7
Water Impact Fees

Connection Size	Annual Consumption Gallons	Plant Cost per Gallon	Annual Consumption per Customer	Proposed Impact Fees
¾" meter	131,684,078	\$0.01168	58,190	\$680
1" meter	6,439,445	\$0.01168	107,324	\$1,250
1 ½" meter	5,668,170	\$0.01168	188,939	\$2,200
2" meter	22,685,060	\$0.01168	482,660	\$5,640
3" & 4" meter	10,415,900	\$0.01168	946,900	\$11,059

Capital Connection Impact fees shall be reviewed from time to time as required by the City Commission and any subsequent revisions thereto shall be by ordinance.

(c) Where an applicant furnishes detailed water consumption records for an establishment not in conformance with any of the above, these records may be used in determining the value of the water capital connection impact-fee at the sole option of the City. The City may also on its own initiative recalculate usage and projected usage to insure that the applicant or existing customer has paid for those ERCs it is using.

(d) If deemed necessary by the City, the estimated water demands and corresponding capital connection impact-fees shall be redetermined based on actual usage when the development is at or very near full/maximum occupancy/use. If the redetermined use is larger than originally computed, the additional capital connection impact fee will be collected from the user/developer. The City shall have the right to redetermine the capital connection impact fees and require the customer to pay any additional charges.

(e) Where a commercial usage changes so as to increase the water demand (for example: from a shoe store to a coin laundry) the additional water demand and capital connection impact fee shall be computed by the City and paid by the user prior to the issuance of a building permit.

(f) Matters of interpretation and definition shall rest with the City.

(2)(a) Each new user of the City's wastewater system shall pay a one-time wastewater capital connection impact fee as provided herein. The revenue generated hereunder shall be deposited in the wastewater system capital connection impact fees account specified in section 22-100 and shall be used only for the expansion of the wastewater system. The wastewater capital connection fees set forth below in this Ordinance 2026-04 shall become effective on October 1, 2026. Up to and including September 30, 2026, the applicable wastewater capital connection fees shall be those adopted by Ordinance 2014-06. For all those persons, firms, and entities that have not prepaid applicable wastewater capital connection/impact fees for an identifiable property on or before September 30, 2026, the applicable wastewater capital connection fees shall be levied and collected in the amounts set forth in this Ordinance 2026-04, which shall become effective October 1, 2026.

b) The amount of the wastewater capital connection impact fee is set forth below:

For all customers, the connection fee due shall be the greater of i) the amounts derived from the estimated flow approach described below; or ii) the amounts shown in the below meter equivalent approach schedule. The City Manager or their designee has the authority to determine the applicable connection fee based on the adopted fees, the intent of the fees, and the customer's specific configurations or circumstances.

- i. Estimated Flow Approach:
Each Customer's estimated average daily flow requirements in gallons for wastewater service shall be multiplied by \$17.42 per gallon of capacity.
- ii. Meter Equivalent Approach:

<u>Meter Size</u>	<u>Meter Capacity Equivalent Factor*</u>	<u>Wastewater Capital Connection Fee</u>
<u>3/4"</u>	<u>1.00</u>	<u>\$4,230</u>
<u>1"</u>	<u>1.67</u>	<u>\$7,065</u>
<u>1.5"</u>	<u>3.33</u>	<u>\$14,090</u>
<u>2"</u>	<u>5.33</u>	<u>\$22,550</u>
<u>3"</u>	<u>10.67</u>	<u>\$45,135</u>
<u>4"</u>	<u>16.67</u>	<u>\$70,515</u>
<u>6"</u>	<u>33.33</u>	<u>\$140,990</u>
<u>8"</u>	<u>53.33</u>	<u>\$225,590</u>
<u>10"</u>	<u>76.67</u>	<u>\$324,315</u>
<u>12"</u>	<u>143.33</u>	<u>\$606,290</u>

*Reflects meter equivalent factors implied by the size of the meter serving the premises based on information published by the American Water Works Association (AWWA) regarding meter capacities.

Table 8
Wastewater Impact Fees

Connection Size	Annual Consumption Gallons	Plant Cost per Gallon	Annual Consumption per Customer	Proposed Impact Fees
¾" meter	131,684,078	\$0.03936	58,190	\$2,290
1" meter	6,439,445	\$0.03936	107,324	\$4,200
1 ½" meter	5,668,170	\$0.03936	188,939	\$7,400
2" meter	22,685,060	\$0.03936	482,660	\$19,000
3" & 4" meter	10,415,900	\$0.03936	946,900	\$37,300

(c) Where an applicant furnishes detailed water consumption records for an establishment not in conformance with any of the above, these records may be used in determining the value of the wastewater capital connection fee at the sole option of the City. The City may also on its own initiative recalculate usage and projected usage to insure that the applicant or existing customer has paid for those ERCs it is using.

(d) If deemed necessary by the City, the estimated wastewater demands and corresponding capital connection impact fees shall be redetermined based on actual usage when the development is at or very near full/maximum occupancy/use. If the redetermined use is larger than originally computed, the additional capital connection impact fee will be collected from the user/developer. The City shall have the right to redetermine the capital connection impact fees and require the customer to pay any additional charges.

(e) Where a commercial usage changes so as to increase the wastewater demand (for example: from a shoe store to a coin laundry) the additional wastewater demand and capital connection impact fee shall be computed by the City and paid by the user prior to the issuance of a building permit.

(f) Matters of interpretation and definition shall rest with the City.

(3) It is the intent of this section to provide for the assessment and collection of capital connection fees on all new development occurring within the City of Wauchula so as to ensure that such new development pays its fair and proportionate share of the capital costs for water and sewer infrastructure and improvements required to accommodate such new development.

(4) Funds collected from the water capital connection fees shall be used for the purpose of providing capital land, facilities and equipment for the water utility within the City's Public Works Department. Such capital improvements are intended to

accommodate the demand for new infrastructure and equipment generated by new growth and new development so that the level of service set forth in the Capital Improvements Element of the City of Wauchula's Comprehensive Plan can be maintained. No funds shall be used for salaries, periodic or routine maintenance or general operating expenditures.

(5) Funds collected from the wastewater capital connection fees shall be used for the purpose of providing capital land, facilities and equipment for the wastewater utility within the City's Public Works Department. Such capital improvements are intended to accommodate the demand for new infrastructure and equipment generated by new growth and new development so that the level of service set forth in the Capital Improvements Element of the City of Wauchula's Comprehensive Plan can be maintained. No funds shall be used for salaries, periodic or routine maintenance or general operating expenditures.

(6) The City shall submit with its annual financial report required under Section 218.32, Florida Statutes, or its financial audit report required under Section 218.39, Florida Statutes, a separate affidavit signed by its chief financial officer attesting, to the best of his or her knowledge, that all water and wastewater capital connection fees were collected and expended by the City in full compliance with the spending period provision in this Ordinance, and that funds expended from each connection fee account were used only to acquire, construct, or improve specific infrastructure needs.

(7) The revenue realized for water and wastewater capital connection fees imposed pursuant to this Chapter shall be identified in the City's budget as separate accounts as required by state law. The City shall maintain adequate records to justify all expenditures from any capital connection fund and any accounts established within such fund and shall provide for reporting of Capital Connection Fee rates, collections, expenditures, and Affordable Housing exemptions in accordance with state law.

SECTION 4. AMENDMENT OF SEC. 22-99, CITY CODE. Sec. 22-99.
Payment prerequisite to service.

Each ~~impact~~ capital connection fee imposed by the City shall be paid to the City before regular service is provided.

SECTION 5. AMENDMENT OF SEC. 22-100, CITY CODE. Sec. 22-100.
Deposit and use of proceeds.

(a) All funds derived from the water system ~~impact~~ capital connection fee shall be deposited in an account titled "Water System ~~Impact~~ Capital Connection Fees" and shall be used only for ~~emergency repairs~~, expansion, modification, or new construction of the City's water treatment plant, pumping, storing, treating, or distribution facilities.

(b) All funds derived from the sewer system ~~impact~~ capital connection fee shall be deposited in an account titled "Sewer System ~~Impact~~ Capital Connection Fees," and shall be used only for ~~emergency repairs~~, expansion, modification, or new construction of the City's sewer treatment plant, lift stations, or collection system.

(c) Such funds derived from ~~impact~~ capital connection fees shall be deposited or invested so as to maximize interest earnings and may be pledged for borrowing purposes.

SECTION 6. AMENDMENT OF ARTICLE 3.04.01(A)(4) UTILITIES, ULDC.

(4) The developer shall pay whatever potable water and wastewater ~~impact~~ capital connection fees in force at the time of final approval of the developer's facilities together with all other financial obligations of the developer to the City before the City will accept said facilities and render service.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Policy is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. CONFLICTING ORDINANCES AND RESOLUTIONS. All other ordinances and resolutions, or portions thereof which conflict with this or any part of this Ordinance are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage.

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this _____ day of _____, 2026.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

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

This ordinance was moved for approval by Commissioner _____.

The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Sherri Albritton _____ insert yes or no

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

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Kristie Hatcher-Bolin, City Attorney

Capital Connection Fee Comparison

(Formerly Impact Fees)

Meter Size	Last Amounts Charged 2006		Currently Adopted 2014 Rates		Proposed 2026 Rates	
	Water	Wastewater	Water	Wastewater	Water	Wastewater
3/4"	1,000	5,250	680	2,290	1,140	4,230
1"	1,250	5,250	1,250	4,200	1,904	7,064
1.5"	1,500	5,250	2,200	7,400	3,796	14,086
2"	2,000	5,250	5,640	19,000	6,076	22,546
3"	2,500	5,250	11,059	37,300	12,164	45,134
4"		5,250	11,059	37,300	19,004	70,514

SECTION 3:

IMPACT FEE ANALYSIS

3-1: Background on Water and Wastewater Impact Fees

While the City's Code of Ordinances contains a section on water and wastewater impact fees ("Impact Fees"), the City has not charged these fees for several years in an effort to encourage growth and development within the utility service area. This section of the report provides updated impact fee calculations in the event that the City would like to once again charge these fees in the future.

The purpose of impact fees is to assign the proportionate share of growth-related capital costs to new customers benefiting from such additional costs. This practice has been referred to as "growth paying its own way" without existing user cost burdens.

The initial precedent for Impact Fees in Florida was set in the Florida Supreme Court decision *Contractors and Builders Association of Pinellas Authority v. The Authority of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as Impact Fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. On June 14, 2006, new Impact Fee legislation became effective as Chapter 2006-218, Laws of Florida, and was later incorporated in Section 163.31801 of the Florida Statutes. These new Impact Fee laws, which were labeled as the "Florida Impact Fee Act," recognize that Impact Fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by growth. The Florida Impact Fee Act has subsequently been amended in May 2009 with Florida House Bill 227, in July 2019 with Florida House Bill 207, and in June 2021 with Florida House Bill 337. The act, which is not applicable to water and wastewater impact fees as will be discussed later in this section, states that an Impact Fee adopted by ordinance of a county or municipality, or by resolution of a special district, must meet the following minimum requirements:

- The Impact Fee must be calculated based on the most recent and localized data.
- The local government must provide for accounting and reporting of Impact Fee collections and expenditures in a separate accounting fund.
- The local government must limit administrative charges for the collection of Impact Fees to actual costs.
- The local government must provide notice no less than 90 days before the effective date of an ordinance or resolution imposing a new or amended Impact Fee. However, a county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an Impact Fee.
- The local government may not require payment of the Impact Fee before the date of issuance of the building permit.
- The Impact Fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the construction.

- The Impact Fee must be reasonably connected to, or have a rational nexus with, the expenditures of the revenues generated and the benefits accruing to the new construction.
- The local government must specifically earmark revenues generated by the impact fees to acquire, construct, or improve capital facilities to benefit new users.
- The local government may not use revenues generated by the Impact Fees to pay existing debt or for previously approved projects unless the expenditures are reasonably connected to, or have a rational nexus with, the increased impact generated by the new construction.

The Florida Impact Fee Act also states:

"In any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or this section. The court may not use a deferential standard."

Florida House Bill 337 added the following Impact Fee increase limitations:

- An increase in the Impact Fee of not more than 25% must be implemented in two equal annual increments.
- An increase in the Impact Fee greater than 25% but not more than 50% must be implemented in four equal installments.
- An Impact Fee increase may not exceed 50% of the current fee.
- An Impact Fee may not be increased more than once every 4 years.

HOWEVER, a local government can increase impact fees beyond the phase-in limitations if:

- A demonstrated needs study has been completed within the past 12 months that expressly demonstrates extraordinary circumstances necessitating the need to exceed the phase-In limitations.
- The local government holds two publicly noticed workshops dedicated to the extraordinary circumstances.
- The Impact Fee increases is approved by at least a two-thirds vote of the governing body.

The Florida Impact Fee Act also states that "This section does not apply to water and sewer connection fees." Based on legal opinions that we have received, many provisions of the Florida Impact Fee Act – including the increase limitations – are not applicable to water and wastewater impact fees. According to the legal opinions:

Impact Fees have been defined as "scheduled charges applied to new development to generate revenue for the construction or expansion of capital facilities located outside the boundaries of the new development (off-site) that benefit the contributing development." Ronald H. Rosenberg, *The Changing Culture Of American Land Use Regulation: Paying For Growth With Impact Fees*, 59 S.M.U. L.Rev. 177, 206 (Winter 2006) (citing James C. Nicholas, Arthur C. Nelson & Julian C. Juergensmeyer, *A Practitioner's Guide to Development Impact Fees* 1–2 (1991)).

"Impact fees, which include connection fees, are the method by which a new user of a municipally-owned water or sewer system pays his or her fair share of the costs that the new use of the system involves." See *Contractors & Builders Ass'n v. City of Dunedin*, 329 So.2d 314 (Fla.1976).

"A connection fee is generally considered to be a type of impact fee charged by utility companies for initiating new service." See, e.g., *Save Our Septic Sys. Comm., Inc. v. Sarasota Cnty.*, 957 So.2d 671 (Fla. 2d DCA 2007); *City of Zephyrhills v. Wood*, 831 So.2d 223, 224 (Fla. 2d DCA 2002).

The Florida Impact Fee Act legislation was apparently written based upon a particular jurisdiction which referred to their water and sewer impact fees as "water and sewer connection fees" but the intent was to exempt water and sewer impact fees regardless of what they are called.

Based on Florida statutory and case law, certain conditions are required to develop a valid Impact Fee:

1. **The Impact Fee must meet the "dual rational nexus" test.** First, Impact Fees are valid when a reasonable impact or rationale exists between the anticipated need for capital facilities and the growth in population. Second, Impact Fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the Impact Fee proceeds and the benefits accruing to the development from use of those proceeds.
2. **The system of Impact Fees and related charges should be set up so that there is not an intentional windfall to existing users.**
3. **The Impact Fees should only cover the capital cost of construction and related costs (engineering, legal, financing, administrative, etc.) for capital expansions or other capital requirements to serve growth.** Expenses for rehabilitation or replacement of a facility benefiting the existing customers (e.g., replacement of a capital asset) or an increase in the level of service should be borne by all users of the facility (i.e., existing and future users to the extent that capacity is available in such facilities to serve growth). Similarly, increased expenses due to operation and maintenance of that facility should be borne by the existing users of the utility and are not a cost component of the derivation of the Impact Fees.
4. **An Impact Fee resolution or ordinance should be maintained that explicitly restricts the use of Impact Fees collected and requires Impact Fee revenue to be set aside in a separate account.** Separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

The courts, recent legislation, and industry practices have addressed three areas associated with the development of Impact Fees. These areas include i) the "fair share" concept relating to payment of the fee by the affected property owners; ii) the "rational nexus" concept, which focuses on the expenditure or purpose of the fee; and iii) the consideration of credits that recognize appropriate fee offsets (e.g., grant-funded infrastructure).

The fair share concept addresses the fact that the fee can only be used for capital expenditures attributable to growth. The fee cannot be used to finance level of service deficiencies or the replacement of existing facilities required to provide services to the existing system users. Typical industry practices also allow for establishing different fees for different classes of customers and the ability for the payment of a reduced impact fee if applicants can demonstrate that their development will have smaller impact (or capacity need resulting in a lower allocated capital requirement) than assumed in the fee determination. Additionally, the fair share concept recognizes that the cost of facilities used by both existing customers and new growth must be apportioned between the two user groups such that the user groups are treated equally, and that one group does not intentionally subsidize the other.

The rational nexus concept requires that there be a reasonable relationship between the need for capital facilities and the benefits to be received by new development for which the fee will be expended or applied. The City's existing infrastructure and the corresponding financing and management of such infrastructure is on a system-wide basis. And as such, the Impact Fees were calculated on a System-wide basis. The second nexus condition recognizes that the property must receive a benefit from the public services for which the fee is being applied. The water and wastewater facilities are used by and are constructed on behalf of all the property within the City's service area and benefit both residential and commercial customers. As such, all new growth requesting capacity from the utility system is subject to the application of the Impact Fees.

Credit or fee offsets recognize that credits should be applied to an Impact Fee if an agency has received property in the form of cost-free capital or if there is a specific revenue (e.g., taxes) that will be used for the growth-driven capital expenditures for which the impact fee was designed. Examples of cost-free capital include grants, property contributions by developers, infrastructure funded from external sources (assessments), and other sources that provide funds toward the capital expenditures for which the impact fee was designed to recover. These credits allow for the recovery of costs to serve new development through impact fees net of such cost-free capital. The calculated water and wastewater Impact Fees recognize the above-referenced issues.

3-2: Existing Impact Fees

Before being waived by the City Commission, the City's water and wastewater Impact Fees were imposed on a per-equivalent residential unit ("ERU") basis in accordance with the customer's estimated daily flow. These Impact Fees are summarized in the following Exhibit 3-1:

Exhibit 3-1: Former Water and Wastewater Impact Fees

Description	Inside-City
Water Impact Fee Per Equivalent Residential Unit	\$ 1,000
Wastewater Impact Fee Per Equivalent Residential Unit	4,300
Total	<u>\$ 5,300</u>

3-3: Level of Service Requirements

In the evaluation of the capital facility needs for providing water and wastewater utility services, it is critical that a level of service ("LOS") standard be developed. Per Section 163.3164(28) of the Florida Statutes, the "level of service" means "an indicator of the extent or degrees of service provided by, or proposed to be provided by a facility, based on and related to the operational characteristics of the facility." A level of service indicates the capacity per unit of demand for each public facility or service. Essentially, the level of service standards are established to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits pursuant to Section 163.3202(2)(g) of the Florida Statutes.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an ERU expressed as the amount of usage (gallons) allocated on an average daily basis. This allocation of capacity would generally represent the amount of capacity allocable to an ERU, whether or not such capacity is actually used (commonly referred to as "readiness to serve"). As previously mentioned, an ERU— sometimes known as an equivalent residential connection (ERC) or equivalent dwelling unit (EDU) – is representative of the average capacity allocated to provide service to a typical individually-metered single-family residential account. This class of users is usually the largest number of customers served by a public utility such as the City's, and such customers generally have the lowest level of usage requirements for a specifically-metered account.

Based on a review of assumptions in the City's 2019 Community Redevelopment Plan, GovRates has calculated water and wastewater impact fees assuming LOS standards of 307 gpd and 245 gpd per ERU, respectively. These LOS standards are similar to those utilized by other Florida utilities.

3-4: Existing Utility Assets in Service

In the determination of the Impact Fee associated with serving future customers, any excess capacity of the existing utility system available to serve such growth should be considered. Since this capacity is available to serve the near-term incremental growth of the utility system, it would be appropriate to evaluate the capacity availability of such facilities. In order to evaluate the availability of the existing utility assets to meet future capacity needs, the existing utility assets were reviewed and assigned to functional categories. The functionalization of the existing utility assets is necessary to identify those assets which should be included in the determination of the impact fees.

The functional cost categories are based on the purpose of the assets and the service that such assets provide. The following Exhibit 3-2 contains a summary of the functional cost categories for the utility assets considered in the impact fee analysis:

Exhibit 3-2: Utility Asset Categories

Water Service	Wastewater Service	Other Assets
Supply	Treatment	General Assets (equipment, vehicles, etc.)
Treatment, Transmission, and Storage	Effluent / Reclaimed Water	
Distribution	Transmission and Major Pumping Stations	
Fire Hydrants	Collection (includes local lift stations, manholes, and laterals)	
Meters and Services		

Generally, the costs of onsite facilities which serve a specific development or customer such as water distribution and wastewater collection lines, meters and services, and fire hydrants are usually i) donated by a developer as part of the City's utility extension program (a contribution of the plant); ii) recovered from the individual properties through an assessment program based on those properties which receive special benefit from such facilities or from the application of a main line extension fee to recover the specific cost of such facilities; or iii) funded from the customer directly (e.g., by a "front-foot" charge where the on-site lines were initially financed by the utility and then paid by the customer or an installation charge to recover the cost of a new service line and/or the meter).

The City provided GovRates with reported utility asset information that served as the basis of the functionalization of the existing utility assets. The original costs of the assets (gross book value) were adjusted based on historical changes in the ENR Construction Cost Index to derive the current value. Only assets not fully depreciated were recognized in the calculations. Table 3-1 at the end of this section provides a summary of the functionalization of the existing utility plant-in-service for the System. This information represents the most current information available relative to the assets-in-service that can serve the existing and near-term future customer base of each utility system.

3-5: Additional Capital Investment

The City's capital improvement program (CIP) through the Fiscal Year 2027, as prepared and estimated by the utility staff and its Consulting Engineers, outlines a number of capital improvements for the water and wastewater systems. These capital projects include i) expansions to accommodate new growth; ii) upgrades of existing assets to accommodate new and existing customers; and iii) replacements of existing assets or projects which generally benefit current users of the System.

Tables 3-2 and 3-3 at the end of this section show the capital costs included in the Impact Fee calculations. No amounts associated with departmental capital outlay were included. Departmental capital outlay is the ongoing replacement of vehicles, equipment, machinery, computers, furniture, and other assets that generally have relatively short average service lives (e.g., five years). These amounts are typically

considered or classified as general plant and are funded on a "pay-as-you-go" basis through the annual user rate revenues of the System.

Based on our understanding of the fair share apportionment rule identified by case law, only water production / wastewater treatment and major backbone transmission costs were recognized in the water and wastewater Impact Fee calculations. General transmission and distribution / collection project costs were not recognized because they i) generally are not system-wide costs (i.e., distribution / collection project costs tend to benefit specific customers); ii) in many instances, are funded by a specific charge applied to a customer (e.g., line extension charges, etc.); and iii) are usually contributed to the City as part of the development process (e.g., it would not be equitable for a developer who has contributed the distribution / collection assets to pay an Impact Fee which includes recovery of distribution/collection projects).

3-6: Water and Wastewater System Impact Fee Calculations

The calculated Impact Fees are shown in the following Exhibit 3-3:

**Exhibit 3-3: Former and Calculated
Water and Wastewater Impact Fees Per ERU**

Description	Former	Calculated	Difference	Level of Service (gpd) [1]	Calculated Cost per Gallon [2]
Water	\$1,000	\$1,140	\$140	307	\$3.72
Wastewater	4,300	4,230	(70)	245	17.24
Combined	<u>\$5,300</u>	<u>\$5,370</u>	<u>\$70</u>		

ERU = Equivalent Residential Unit

gpd = gallons per day

[1] Based on assumptions in City's Community Redevelopment Plan.

[2] Proposed fee divided by level of service assumption.

As shown in the preceding table, the calculated water impact fee is higher than the former water impact fee, while the calculated wastewater impact fee is slightly lower than the former wastewater impact fee. The City now has a higher cost per unit of capacity than what was previously calculated due to inflation, new treatment technology, increased government regulations, and changing capital needs. However, the calculations recognize historical and projected grants and legislative appropriations that are offsets in the Impact Fee calculations (cannot include infrastructure costs for which the City did not pay). The costs per gallon of capacity shown in the preceding Exhibit 3-3 are comparable to those of many other Florida utilities.

An overview of the impact fee calculations is shown in Table 3-4 at the end of this section.

3-7: Impact Fee Comparisons

In order to provide additional information to the City regarding the existing and calculated Impact Fees, a comparison of the existing and calculated fees for the City with those of other Florida jurisdictions was prepared. This comparison, summarized on Table 3-5 and Figure 3-1 at the end of this section, provides a comparison of the City's former and calculated Impact Fees charged to single-family residential connections (i.e., one ERU) with the fees or comparable charges currently imposed by other "neighboring" municipal/governmental water and wastewater systems. Figure 3-1 shows a graphical representation of the comparison. It is important to note that the methods used in the development of the water and wastewater Impact Fees imposed may vary. Moreover, no analysis has been performed to determine whether 100% of the proportionate cost of new facilities is recovered from system Impact Fees, or some percentage less than 100% with the balance recovered through the user charges. Additionally, the types of capital facilities currently in service or planned for the utility may have a material effect on the impact fee charged by a local government. For example, wastewater effluent disposal utilizing a deep injection well system generally has a higher capital cost per unit of capacity than use of a surface water discharge such as an outfall to a bay or river. The capital costs associated with constructing reverse osmosis water treatment facilities, which treat brackish water, are higher than those of lime softening facilities, which treat freshwater.

Some reasons why Impact Fees differ among utilities:

- Source and quality of raw water supply.
- Proximity to source of supply.
- Type and complexity of treatment process.
- Effluent disposal method.
- Density of service area.
- Availability of grant funding to finance capital assets / CIP.
- Age of system.
- Utility life cycle (e.g., growth-oriented vs. mature).
- Level of service standards.
- Administrative policies.

As shown on Table 3-3, the average water and wastewater system Impact Fees per ERU for the 13 surveyed neighboring utilities are \$1,559 and \$2,457 (combined = \$4,016), respectively, for a single-family residences equaling one ERU. Of the surveyed utilities, Polk County has the highest combined water and wastewater fees at \$7,039. The City of Palmetto with combined fees of \$1,702 has the lowest in the group. The calculated water system Impact Fee of \$1,140 and the calculated wastewater system Impact Fee of \$4,230 (combined = \$5,370) for the City are comparable with the fees charged by the surveyed utilities. The City of Lake Wales, DeSoto County, and Polk County are the utilities represented in the comparison that currently charge higher combined water and wastewater Impact Fees than those calculated for the City.

ORDINANCE 2026-05

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; ANNEXING APPROXIMATELY 2.245 ACRES LOCATED AT 119 OHIO AVENUE (PARCEL NUMBER 04-34-25-0000-02670-0000) AS FURTHER IDENTIFIED IN EXHIBIT “A” HEREOF, INTO THE INCORPORATED LIMITS OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION, THE MAILING OF CERTIFIED NOTICE TO THE COUNTY, AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR HARDEE COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF HARDEE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTRODUCED and PASSED on first reading in regular session of the City Commission of the City of Wauchula, Florida, this ____ day of April, 2026.

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this _____ day of _____, 2026. This ordinance was moved for approval by Commissioner _____. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

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

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

Kristie Hatcher-Bolin, City Attorney

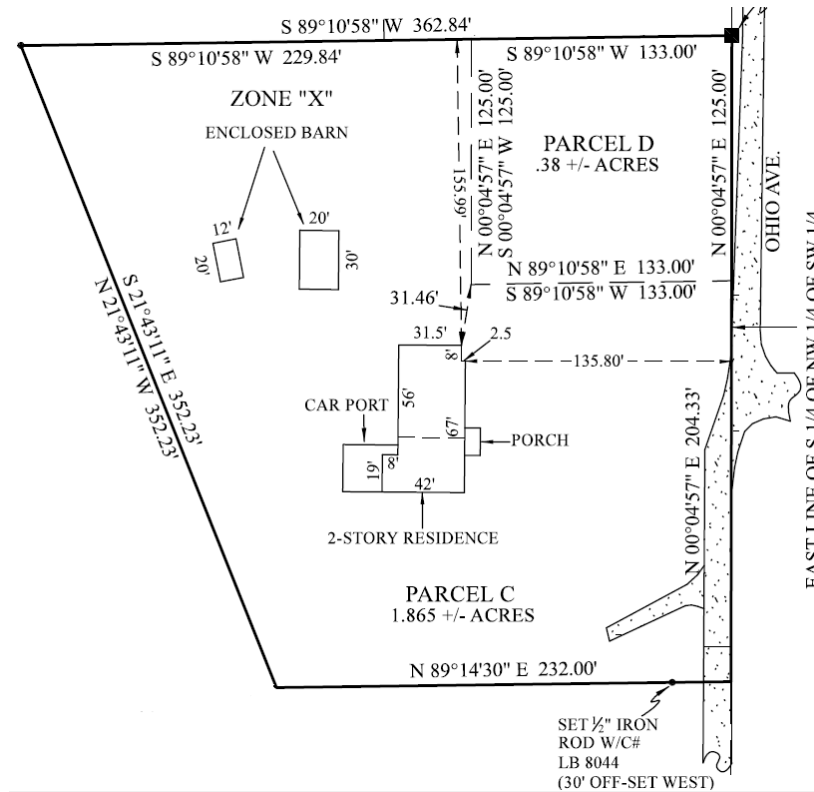
EXHIBIT "A": LEGAL DESCRIPTION AND MAP

DESCRIPTION PARCEL C:

A portion of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 34 South, Range 25 East, Hardee County, Florida being more particularly described as follows: Commence at the Northeast corner of said South 1/4 of Northwest 1/4 of Southwest 1/4 also being the Southeast corner of Hidden Creek North as per plat or map thereof as recorded in Plat Bar B-56 Page 1, of the Public Records of Hardee County, Florida; thence S 89°10'58" W along the North line of said South 1/4 of Northwest 1/4 of Southwest 1/4 also being the South line of said Hidden Creek North a distance of 133.00 feet for the POINT OF BEGINNING; thence continue the same line a distance of 229.84 feet to the Southwest corner of Lot 13 of said Hidden Creek North; thence S 21°43'11" E a distance of 352.23 feet to the South line of said South 1/4 of Northwest 1/4 of Southwest 1/4; thence N 89°14'30" E along said South line a distance of 232.00 feet to the Southeast corner of said South 1/4 of Northwest 1/4 of Southwest 1/4; thence N 00°04'57" E along said East line a distance of 204.33 feet; thence S 89°10'58" W and parallel with said North line a distance of 133.00 feet; thence N 00°04'57" E and parallel with said East line a distance of 125.00 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL D:

A portion of the South 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 34 South, Range 25 East, Hardee County, Florida being more particularly described as follows: Begin at the Northeast corner of said South 1/4 of Northwest 1/4 of Southwest 1/4 also being the Southeast corner of Hidden Creek North as per plat or map thereof as recorded in Plat Bar B-56 Page 1, of the Public Records of Hardee County, Florida; thence S 89°10'58" W along the North line of said South 1/4 of Northwest 1/4 of Southwest 1/4 also being the South line of said Hidden Creek North a distance of 133.00 feet; thence S 00°04'57" W and parallel with the East line of said South 1/4 of Northwest 1/4 of Southwest 1/4 a distance of 125.00 feet; thence N 89°10'58" E and parallel with said North line a distance of 133.00 feet to said East line; thence N 00°04'57" E along said East line a distance of 125.00 feet to the POINT OF BEGINNING.







**CITY OF WAUCHULA
HARDEE PROPERTY ANNEXATION
STAFF REPORT & PROPOSED AMENDMENTS**
March 2, 2026

TO: City of Wauchula City Commission

PREPARED BY: Kyle Long, City of Wauchula

AGENDA DATE: March 2, 2026

REQUESTED ACTION: Items for Consideration:

1. **ORDINANCE 2026-05:** AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; ANNEXING APPROXIMATELY 2.245 ACRES LOCATED AT 119 OHIO AVENUE (PARCEL NUMBER 04-34-25-0000-02670-0000) AS FURTHER IDENTIFIED IN EXHIBIT "A" HEREOF, INTO THE INCORPORATED LIMITS OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR PUBLICATION OF NOTICE OF THE PROPOSED ANNEXATION, THE MAILING OF CERTIFIED NOTICE TO THE COUNTY, AND FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT IN AND FOR HARDEE COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF HARDEE COUNTY, AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

BACKGROUND:

Ngozi Konana (applicant) requests the annexation of approximately 2.245 acres of land, located at 119 Ohio Avenue, further described as parcel: 04-34-25-0000-02670-0000.



This agenda report includes an analysis of the annexation request. This request requires a public hearing, motion, and vote by the City Commission. This process is outlined in the Motion Options portion of this report.

PROPERTY INFORMATION

The property associated with the application is located on the west side of Ohio Avenue (Attached Aerial Map). There is currently an existing house that was built prior to the application and the property is currently serviced by City water utilities. The City is simultaneously processing plan amendment and rezoning requests from the owner. Ms. Konan is splitting the parcel and would like to annex the property to make it more attractive to sell.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

The proposed project is not anticipated to degrade the Level-of-Service (LOS) standards of infrastructure and public service facilities within the surrounding area. Again, City water will be connected to the subject property.

ENVIRONMENTAL CONDITIONS AND IMPACTS

None. There is already an existing single-family home constructed on the property.

PUBLIC HEARING: Annexation

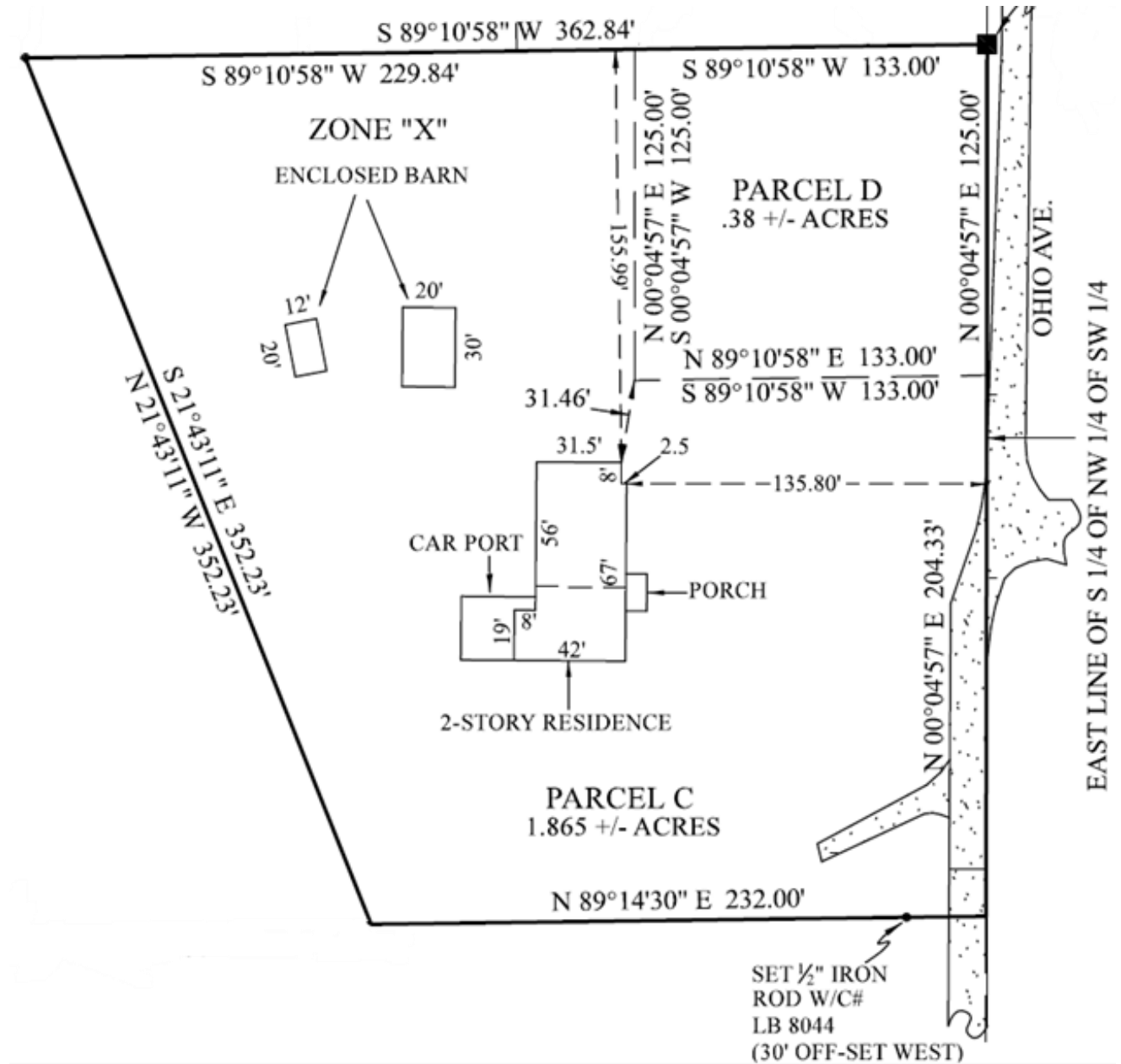
MOTION OPTIONS:

1. I move **approval of Ordinance 2026-05** annexing approximately 2.245 acres located at 119 Ohio Avenue (Parcel Number 04-34-25-0000-02670-0000), parcels of land identified in Exhibit "A" hereof; providing for severability; providing for conflicts; providing an effective date.
2. I move **approval with changes of Ordinance 2026-05** annexing approximately 2.245 acres located at 119 Ohio Avenue (Parcel Number 04-34-25-0000-02670-0000), parcels of land identified in Exhibit "A" hereof; providing for severability; providing for conflicts; providing an effective date.
3. I move **denial of Ordinance 2026-05** annexing approximately 2.245 acres located at 119 Ohio Avenue (Parcel Number 04-34-25-0000-02670-0000), parcels of land identified in Exhibit "A" hereof; providing for severability; providing for conflicts; providing an effective date.
4. I move continuation of this item until a date certain.

Attachments:

- Aerial Photo – Subject Property
- Survey
- City/County Boundary Aerial
- Application







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: _____

The typical total cost is between \$150.00 and \$300.00.

Signature(s): Randy Mayer

Date: 6/11/25

Print Name(s): Randy Mayer

Signature of applicant(s): Randy Mayer

Date: 6/11/25

Print Name(s): Randy Mayer

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

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
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. 2026-06

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:

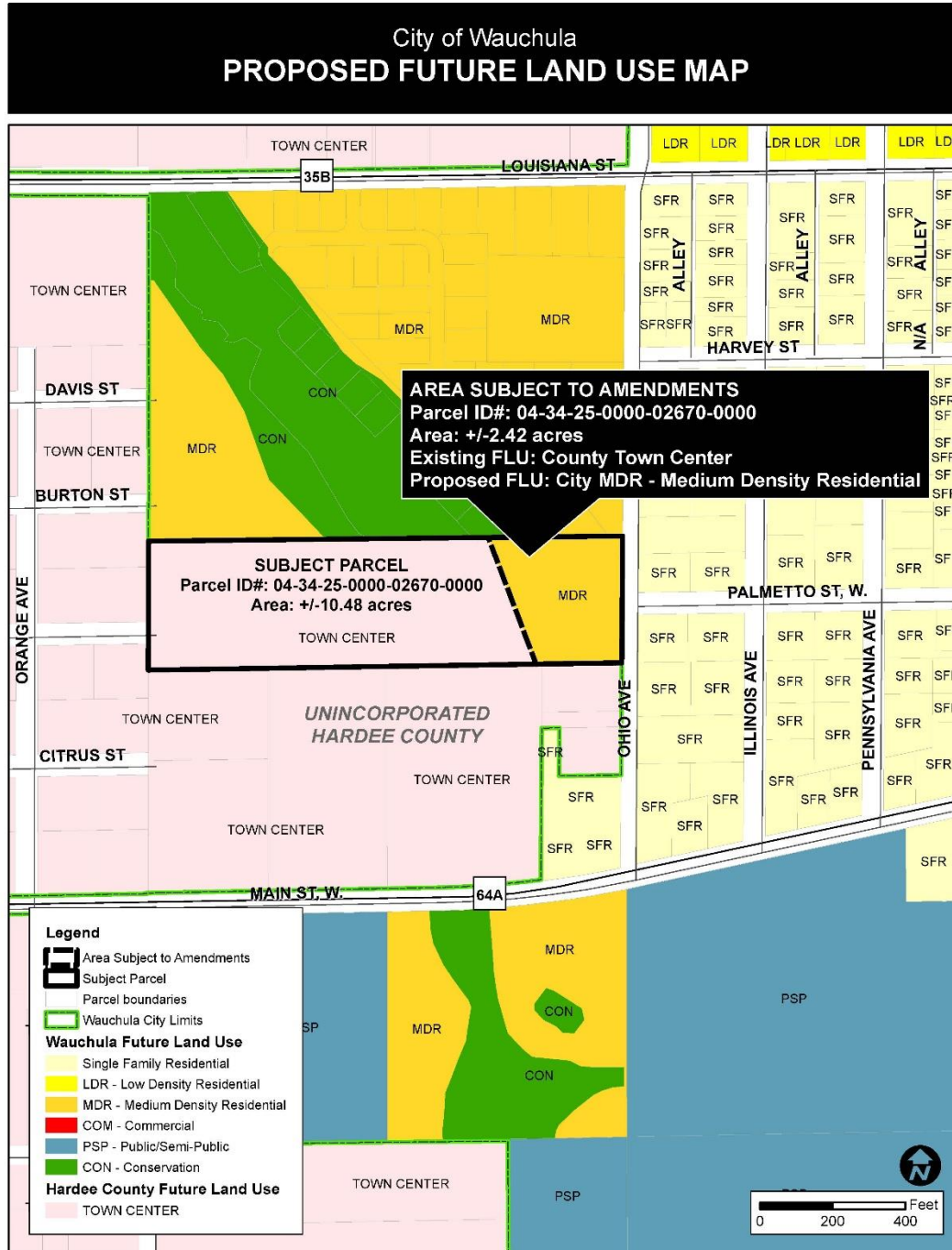
Stephanie Camacho, City Clerk

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.



Photo credit Google Nov 2024

View of the property



Photo credit Google Nov 2024

Property looking southwest



Photo credit Google Nov 2024

View of Ohio Avenue looking north

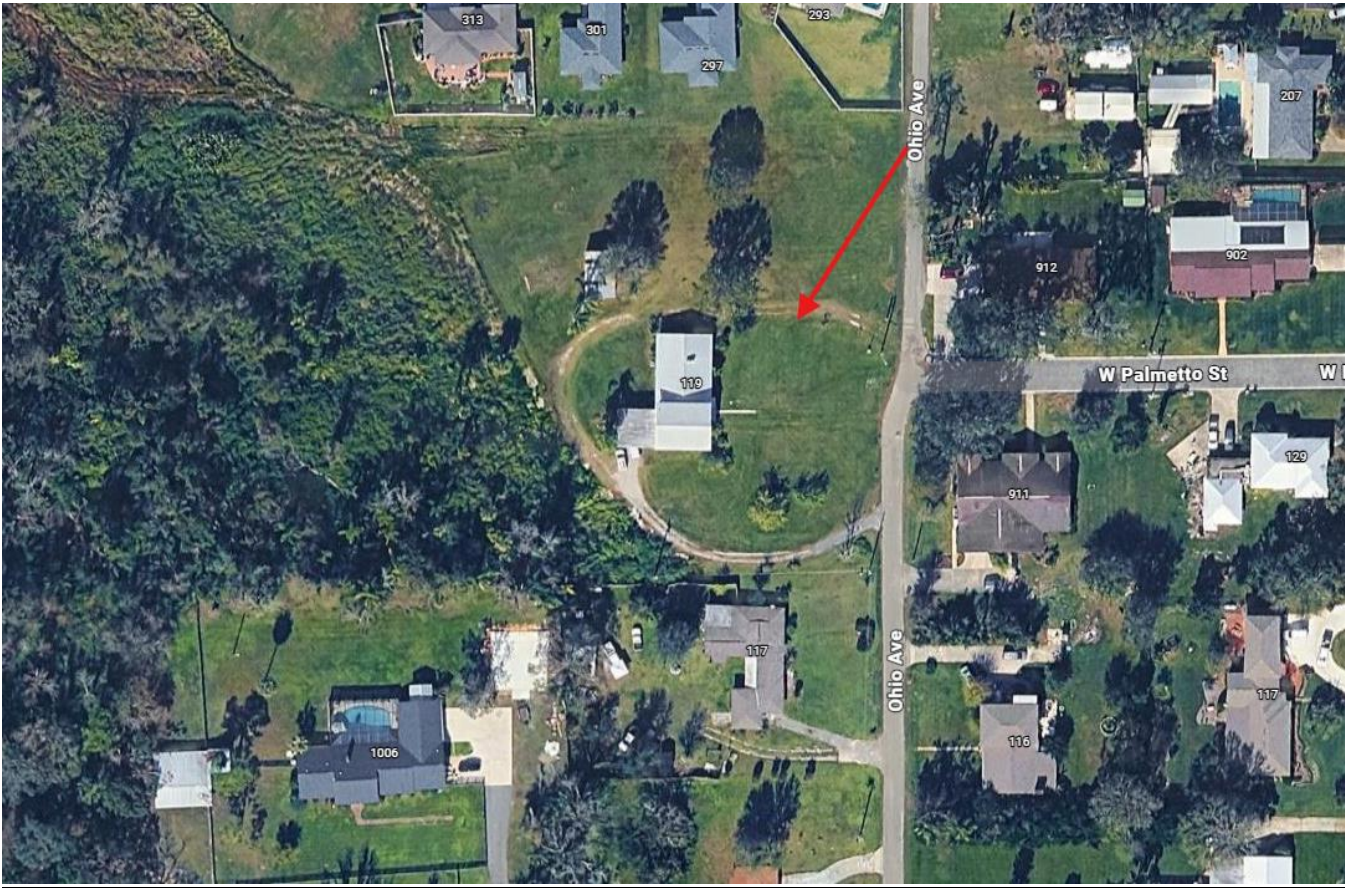
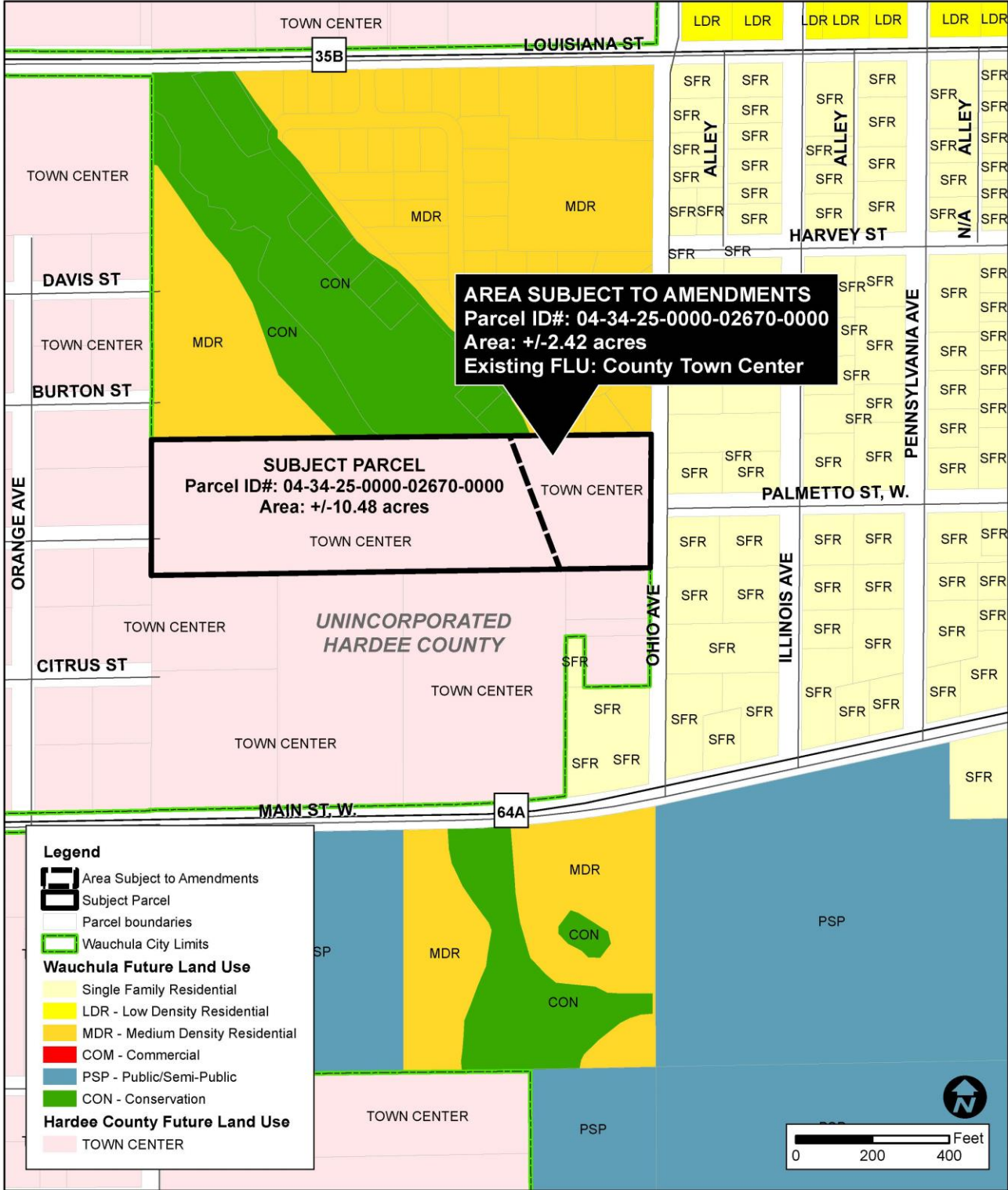


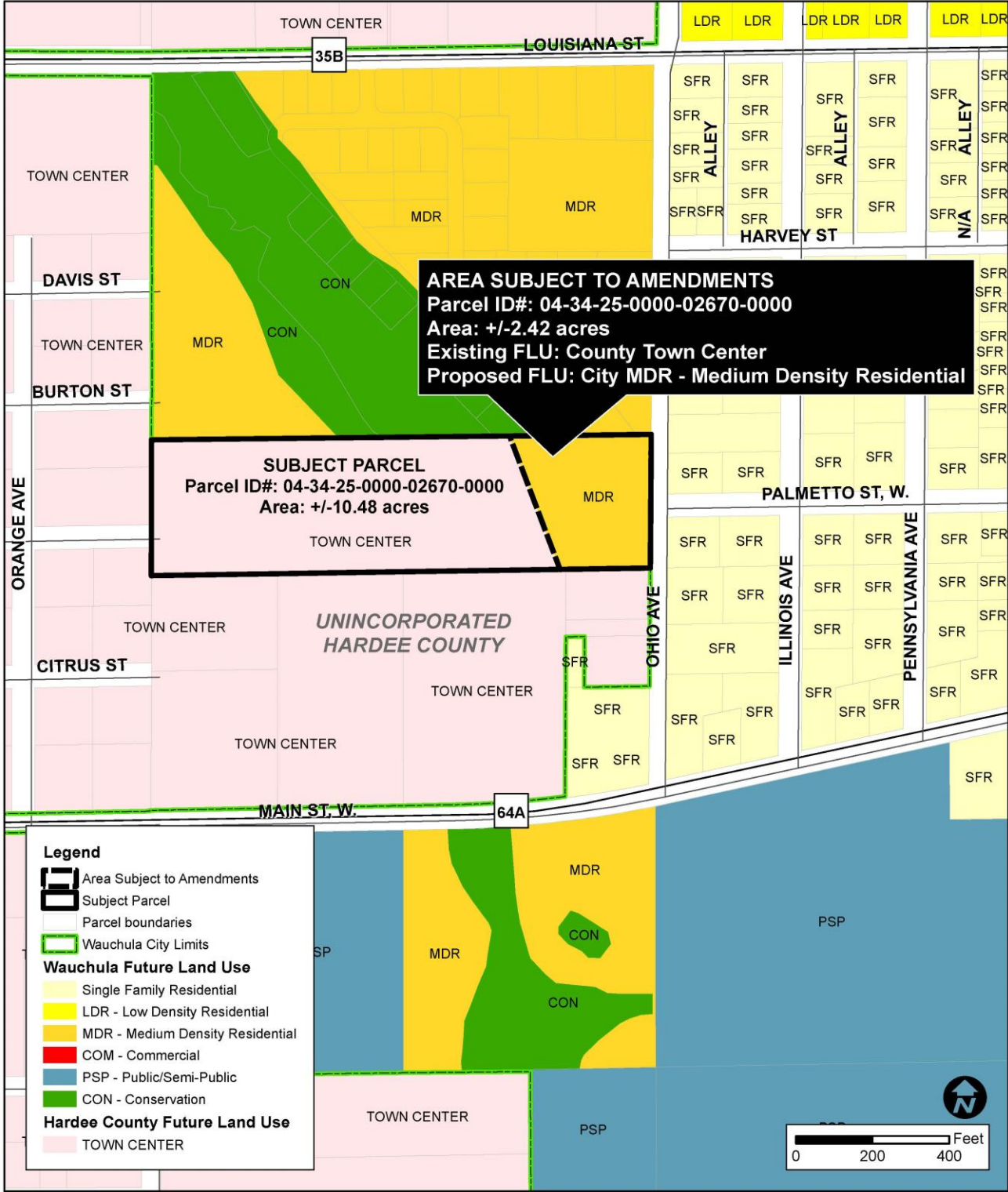
Photo credit Google 2026

Aerial View of the property

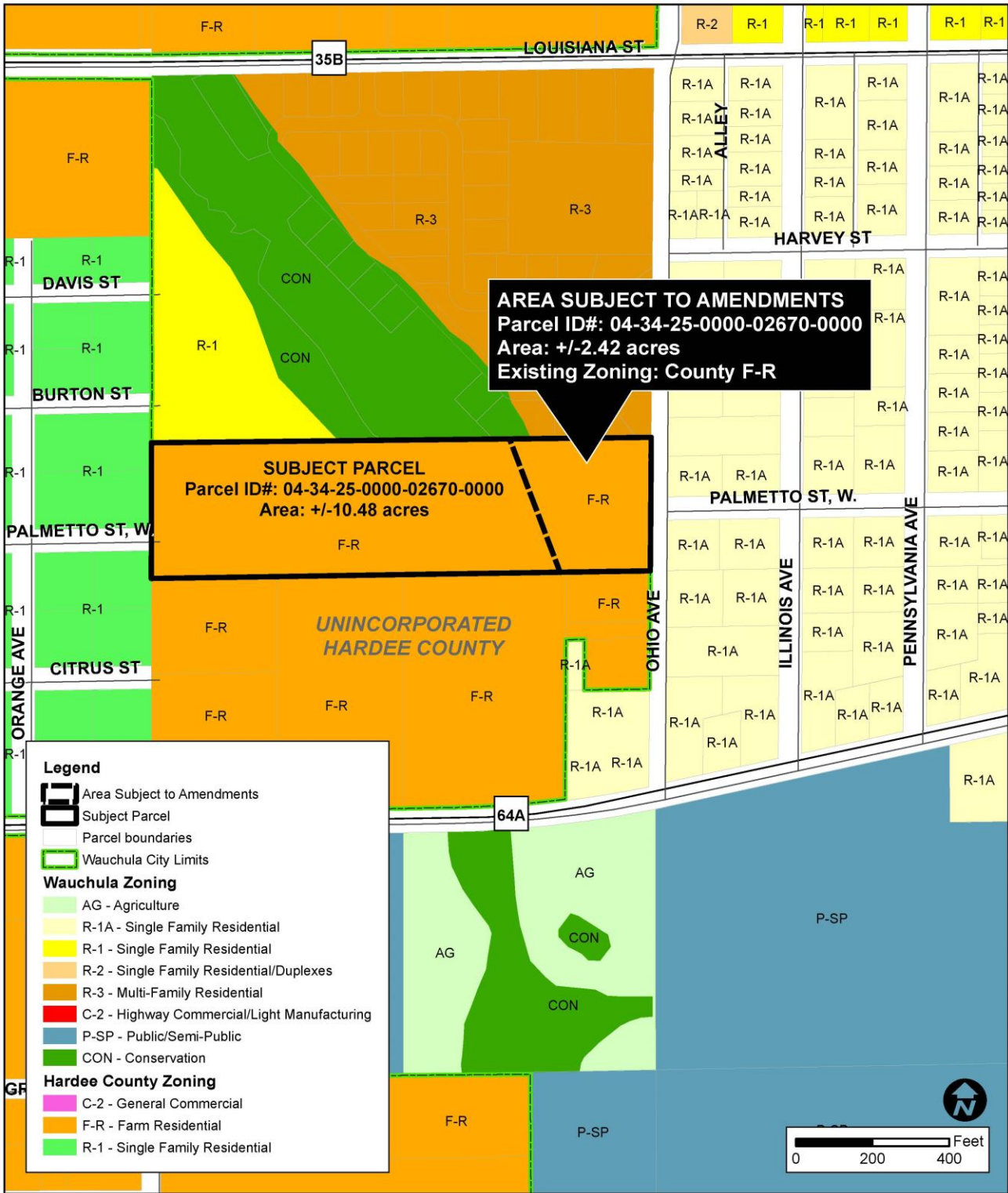
City of Wauchula EXISTING FUTURE LAND USE MAP



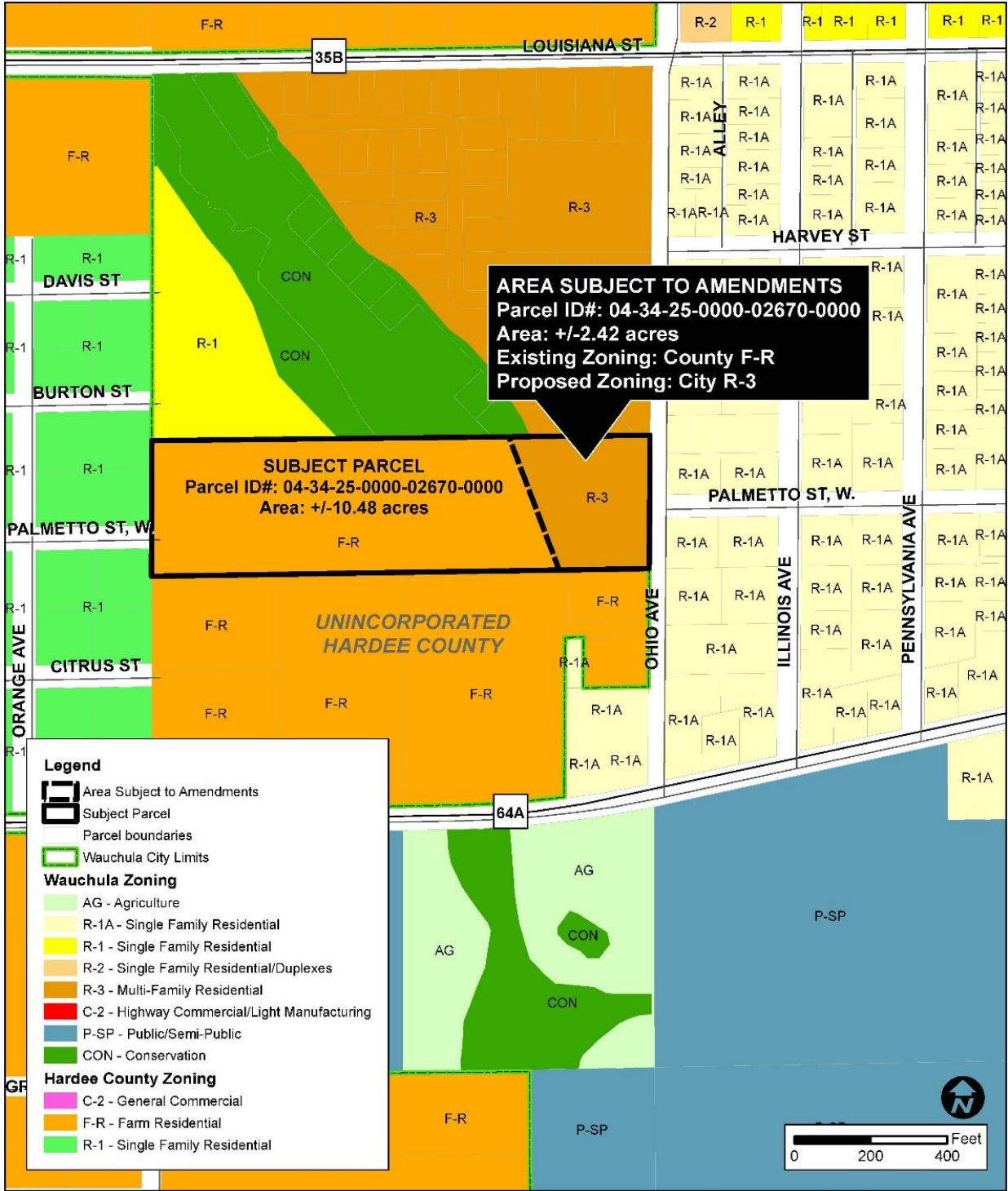
City of Wauchula PROPOSED FUTURE LAND USE MAP



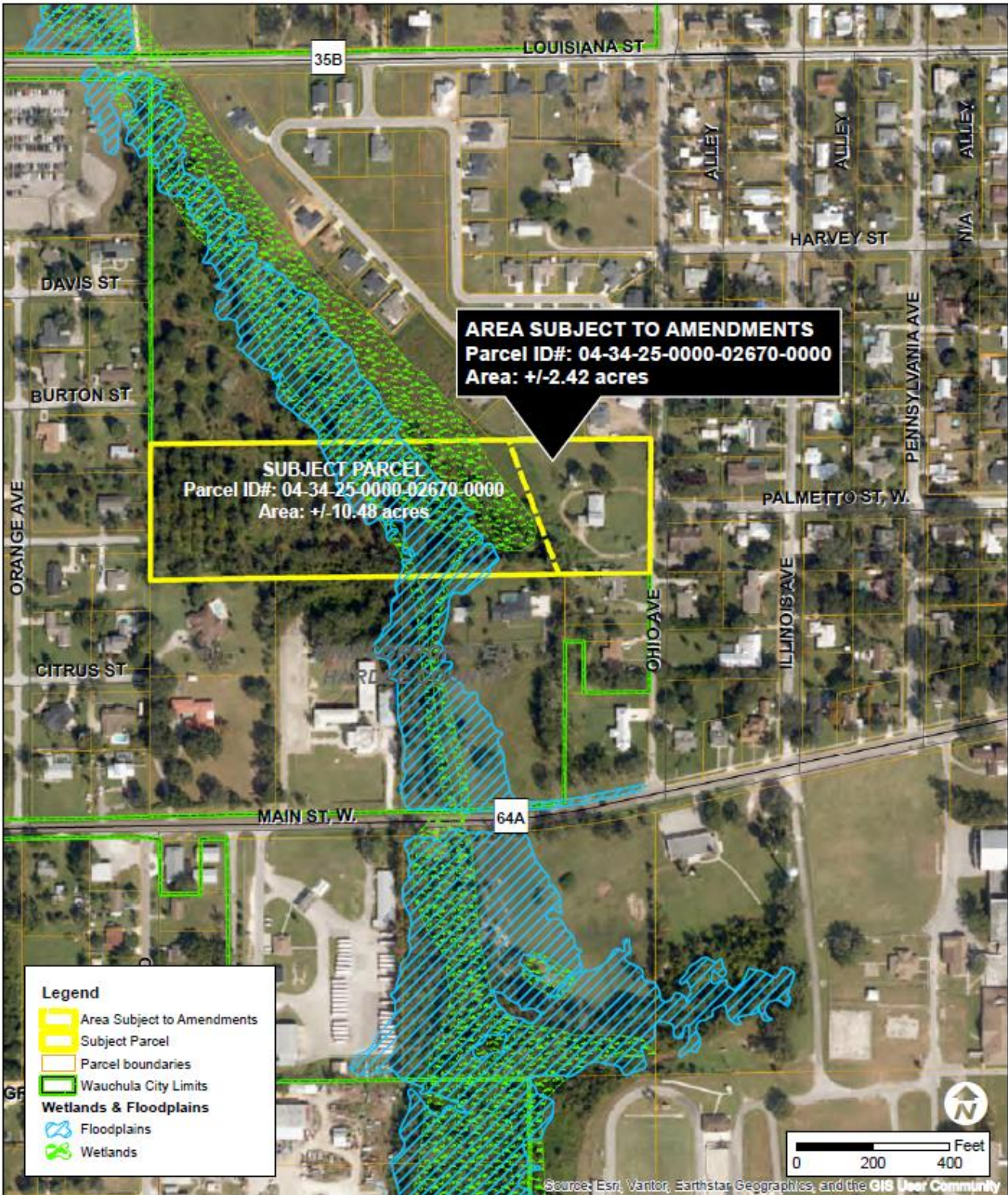
City of Wauchula EXISTING ZONING MAP



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.

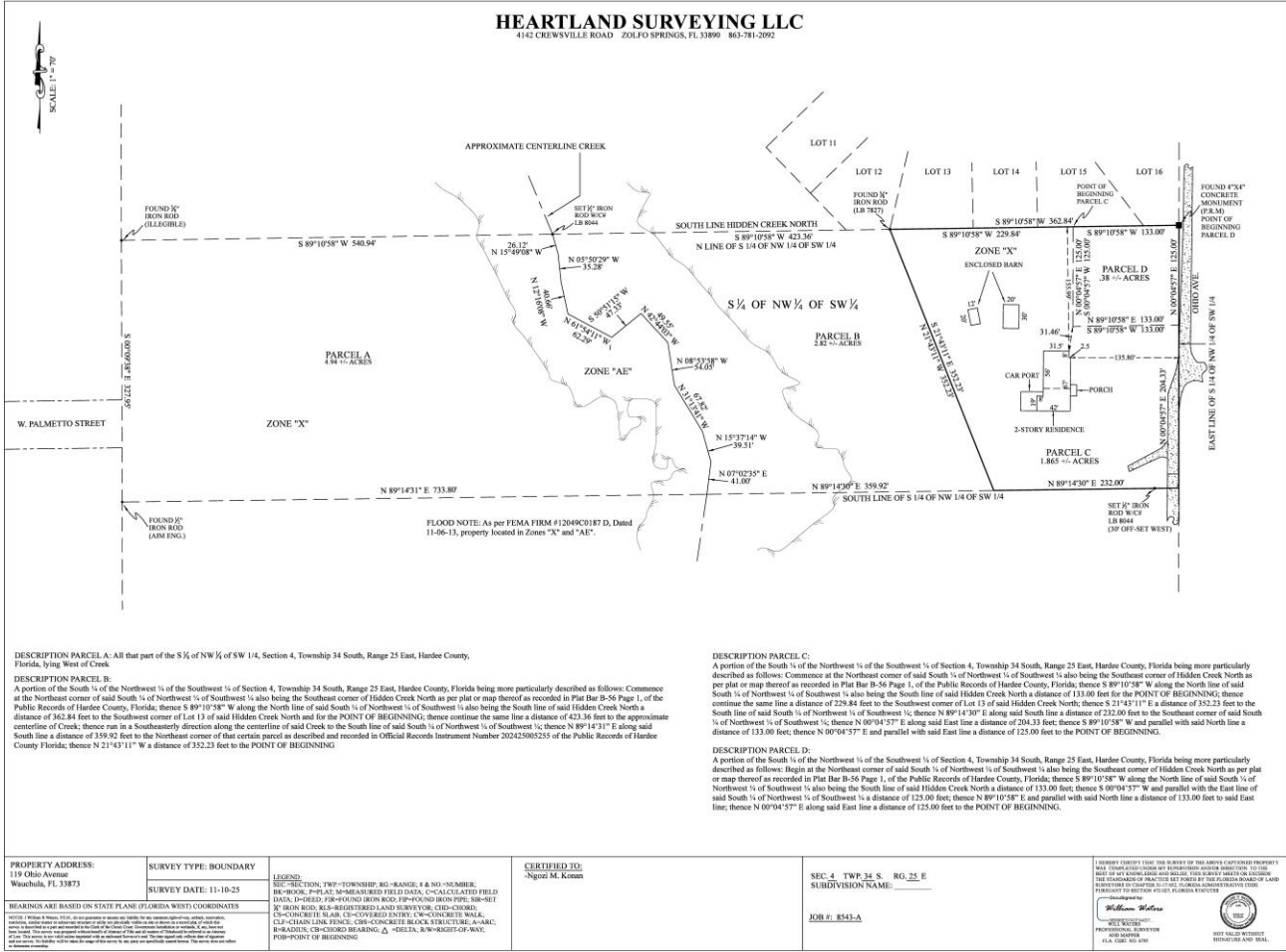
Signed by:  Date: 02/04/2026
Signature(s): _____

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

Signature of applicant(s): _____ Date: _____

Print Name(s): _____

FOR OFFICE USE ONLY		
___ 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 on 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:

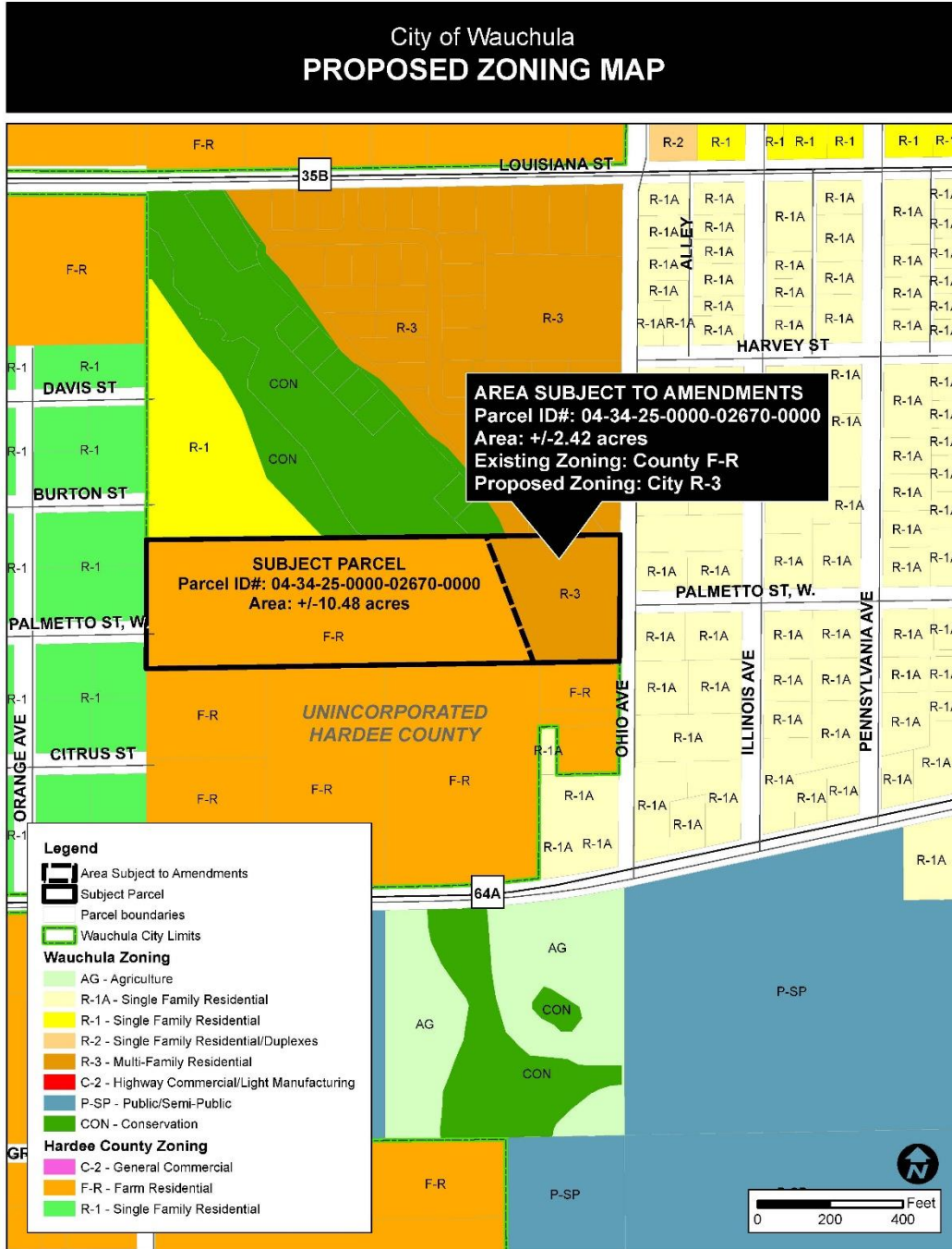
Stephanie Camacho, City Clerk

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 # 8.

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 T~~the Development Director shall be responsible for placing all minor Subdivision Plats on the City Commission agenda for approval and acceptance. T~~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.



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, March 09, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

PRESENT

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

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Director of Project Management and Procurement Ward Grimes
Assistant Chief of Police Tom Fort
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

1. Minutes for 2/2/2026 Commission Workshop and 2/9/2026 Commission Meeting

Recommended Action: Commission's Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

No comments presented.

PRESENTATIONS

2. Proclamation 2026-01 Water Conservation Month

Recommended Action: Commission's Approval

Amanda Simat - Southwest Florida Water Management District
Simat addressed the Commission, highlighting the importance of water conservation, and presented the proclamation to declare April as Water Conservation Month.

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

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-04 Modifying Water and Sewer Capital Connection Fees - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Braxton noted a change from the workshop of the delayed effective date of 10/1/2026 as well as noting a prepayment option by 9/30/2026.

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

4. Ordinance 2026-05 Annexation of 119 Ohio Ave - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Miller declared a voting conflict and read the conflict statement into the record.
"For the record, I am declaring a voting conflict pursuant to Florida Statute 112.3143(3)(a). This item would insure to the special private gain or loss of my mother, Louise Jones, and therefore I will abstain from voting on this matter and will file the required Form 8B with the Clerk."

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

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

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

GENERAL PENSION BOARD AGENDA

5. Approval of Minutes for 12/8/2025 General Pension Board Meeting

Recommended Action: Board's Approval

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

6. Ordinance 2026-08 Police Pension Share Plan Amendment

Recommended Action: Board Approval

Braxton presented the ordinance to the Board with recommendations from the Police Pension Board to lower the retirement age from 60 years of age to 55 years of age, as allowed by Florida Statute chapter 185, and also to change the vesting years from 10 years to 6 years in order to be consistent with the City's pension plan.

Hatcher-Bolin read the ordinance by title.

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

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

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

7. Approval of General Pension Board Actions

Recommended Action: Commission's Approval

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

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Albritton

CITY MANAGER / NON-CONSENT

8. Revokable License Agreement with Pamela Sellers & Kassie Knight

Recommended Action: Commission Discretion

Motion made by Commissioner Albritton, seconded by Commissioner Smith

Pamela Sellers and Kassie Knight were present.

Knight addressed the Commission with concerns about the agreement, stating they did not have the funds for the \$1,000,000 insurance policy requirement. She also stated they were willing to remove the top portion of the fence in order to comply with height requirements however, they would like additional time to have an attorney look over the agreement on their behalf.

The Commission and staff discussed the agreement. A suggestion was made to Sellers and Knight that they may want to consider reaching out to their insurance agent to see if the fence is covered under their current policy. The Commission did not entertain the idea of dropping the insurance requirement altogether due to potential liability issues if something were to occur on City property. The Commission agreed to table this discussion until they met again in April.

Commissioner Albritton moved to amend the motion to table item until the April meeting, seconded by Commissioner Smith.

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

9. Power Cost Adjustment

Minschew announced the February power cost adjustment.

10. Resolution 2026-08 FL Dept of Elder Affairs Grant Agreement for Senior Center

Recommended Action: Commission Approval

Long presented the resolution to accept the grant agreement for a new senior center building. Long stated the current thought was to build on the existing site. The Commission did ask to remain open to a different location, if one were to be available.

Motion made by Commissioner Smith, Seconded by Commissioner Miller.

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

CONSENT AGENDA

11. Acceptance of the Downtown Market Study & Vision Presentation

12. Acceptance of the Inland Port Feasibility Study Final Report

13. ITB 26-01 Wauchula Municipal Airport T-Hangar Building

14. Lease Agreement with Hardee County - SW Water Tower Project

15. Resolution 2026-03 Heardbridge Rd Watermain

Recommended Action: Commission's Approval on Items 11 thru 15

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

- 16. Approval of Minutes for 2/2/2026 CRA Workshop, and 2/9/2026 CRA Meeting

Recommended Action: Board’s Approval

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

- 17. CRA RFQ 26-01 Professional Architectural Services - Historic City Hall

Recommended Action: Board's Approval

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

- 18. CRA RFP 26-01 Utility and Sidewalk Improvements - Bay St and 1st Ave

Recommended Action: Board's Approval

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

- 19. Krause Services Contract Amendment

Recommended Action: Board's Approval

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

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

- 20. Approval of CRA Board Actions

Recommended Action: Commission’s Approval

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the City Commission meeting at 6:45 pm.

Richard K. Nadaskay, Mayor

Stephanie Camacho, City Clerk

ORDINANCE 2026-08

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA, RELATING TO THE CITY OF WAUCHULA PENSION PLAN (THE “PLAN”); AMENDING ARTICLE XIII PROVIDING FOR REVISION OF POLICE OFFICER SHARE PLAN VESTING AND NORMAL RETIREMENT AGE.

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

WHEREAS, the City desires to amend the Police Share Plan only, to provide that the normal retirement age be reduced to age 55 and vesting requirements reduced from 10 years to 6 years; and

WHEREAS, the Police Pension Board has recommended and approved changes set forth herein; and

WHEREAS, the City is authorized and empowered to amend the Plan.

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

SECTION 1. ADOPTION OF AMENDED PLAN; AUTHORIZATION FOR MAYOR TO EXECUTE PLAN AMENDMENTS. The City hereby approves the amendments to the Police Officer Share Plan attached to and incorporated in the Ordinance as Exhibit “A”. The Mayor is hereby authorized and directed to execute and deliver to the Trustees of the Plan the amendments that have been adopted by this Ordinance.

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

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

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

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

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

(SEAL)

ATTEST:

CITY OF WAUCHULA, FLORIDA

Stephanie Camacho, City Clerk

By: _____
Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

Kristie Hatcher-Bolin, City Attorney

I HEREBY CERTIFY that notices of the public hearings on this ordinance were published in the Herald Advocate as required by Florida Statutes; that the foregoing ordinance was duly passed and adopted on the 13th day of April, 2026; that the first reading of said ordinance was held on the 9th day of March, 2026; that the public hearings were held on the 9th day of March, 2026; and on the 13th day of April, 2026; and that the second and final reading of said ordinances was held on the 13th day of April, 2026.

Stephanie Camacho, City Clerk

POLICE OFFICERS
SHARED PLAN CONTRIBUTIONS

Police Officer. In accordance with provisions of Florida Statutes Chapter 185 and such other required authority, a Police Officer, who is a Participant, shall be entitled to one share in the Police Fund for each full year of service as a Police Officer of the City. The number of full years of service rendered by each Participant shall be determined and a record thereof shall be made on the Participant's service record and the Participant shall thereupon have as many share as full years rendered, and thereafter each full fiscal year of service as defined in Article I(m) hereof shall add one more share to the credit of each Participant.

The number of shares to which each and every Participant is entitled as at the close of each fiscal year shall be added together and the total number of shares thus determined shall be divided into the net amount of money available to be allocated and credited to the respective share accounts. The amount to be credited to the account of each Participant will then be obtained by multiplying the value determined for one (1) share by the total number of shares to which each Participant is entitled. No credits shall be made to an individual's account after he has been separated from service, whether by retirement, transfer to another city department, or in any manner whatsoever. ~~Notwithstanding the change in the Plan's vesting schedule from 10 Years of Credited Service to 6 Years of Credited Service reflected in Article VII that is otherwise effective May 17, 2010,~~ A Participant shall ~~continue to be~~ 0% vested in his share account until the completion of ~~10~~ 6 Years of Credited Service, at which time ~~he~~ a Participant shall become 100% vested in such account.

For purposes of this Section, the ~~word~~ term, service Credited Service, shall mean all time served as a regularly appointed or employed Police Officer of the City of Wauchula, for which regular Compensation is paid by the City of Wauchula and all time during which a Participant is absent on military leave. It shall include all leaves of absence with pay, but shall not include leaves of absence during which no regular Compensation is paid by the City of Wauchula, except military leave as herein provided.

The Police Pension Board shall pay all costs and expenses of management and operation for the fiscal year last ended.

The Police Pension Board shall set aside as much of the income as it considers advisable as a reserve for expenses for the then current fiscal year.

After deducting the monies called for by paragraph (i) and (ii), the remaining monies shall be allocated and credited to the Accounts of the respective Participants.

As soon as the monies are received, the value of each Participant's share shall be calculated and credited to his share account. Such calculation shall be made and credits allocated to his share account only once in each fiscal year; and prorations shall not be made for a part of the year.

~~Upon retirement, or, effective October 1, 2003, upon the Participant's election after attaining normal retirement age, notwithstanding that the Participant is still employed by the City of Wauchula, a Participant shall be paid the entire amount standing to his credit in the Police Fund at the date of his retirement, in such manner as he shall elect to receive it, either in a lump sum or in four quarterly installments.~~ Upon retirement, or, effective April 13, 2026, upon the Participant's election after attaining age 55 and the completion of 6 Years of Credited Service, even if the Participant is still employed by the City, a Participant may elect to be paid the entire amount standing to his credit in the Police Fund as of the the date of his retirement or request after attaining age 55 and the completion of 6 Years of Credited Service, in such manner as he shall elect to receive it, either in a lump sum or in four quarterly installments. Settlement as provided herein shall be in full satisfaction of all claims of a Participant against the special fund, and he shall thereupon cease to be a Participant.

City responsibility with respect to special funds. The City of Wauchula shall have no responsibility for the operation of the Police Funds except as specified in this Article and shall bear no expense in the operation of the special funds.

Effect of conflict of statutes. If any provisions of this Article or the Plan hereby created shall conflict with the provisions of Florida Statutes Chapter 185, such conflict shall be resolved in favor of the statutory provisions which are intended to control.

IN WITNESS WHEREOF, this Plan has been executed this _____ day of _____, 2026.

EMPLOYER:

City of Wauchula

By: _____

City Manager



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, March 09, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

PRESENT

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

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Director of Project Management and Procurement Ward Grimes
Assistant Chief of Police Tom Fort
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

1. Minutes for 2/2/2026 Commission Workshop and 2/9/2026 Commission Meeting
Recommended Action: Commission’s Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

No comments presented.

PRESENTATIONS

2. Proclamation 2026-01 Water Conservation Month

Recommended Action: Commission's Approval

Amanda Simat - Southwest Florida Water Management District
Simat addressed the Commission, highlighting the importance of water conservation, and presented the proclamation to declare April as Water Conservation Month.

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-04 Modifying Water and Sewer Capital Connection Fees - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Braxton noted a change from the workshop of the delayed effective date of 10/1/2026 as well as noting a prepayment option by 9/30/2026.

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

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Smith

4. Ordinance 2026-05 Annexation of 119 Ohio Ave - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Miller declared a voting conflict and read the conflict statement into the record.

"For the record, I am declaring a voting conflict pursuant to Florida Statute 112.3143(3)(a). This item would insure to the special private gain or loss of my mother, Louise Jones, and therefore I will abstain from voting on this matter and will file the required Form 8B with the Clerk."

Motion made by Commissioner Albritton, Seconded by Commissioner Smith.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay

Voting Abstaining: Commissioner Miller

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

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

GENERAL PENSION BOARD AGENDA

5. Approval of Minutes for 12/8/2025 General Pension Board Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

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Recommended Action: Board Approval

Braxton presented the ordinance to the Board with recommendations from the Police Pension Board to lower the retirement age from 60 years of age to 55 years of age, as allowed by Florida Statute chapter 185, and also to change the vesting years from 10 years to 6 years in order to be consistent with the City's pension plan.

Hatcher-Bolin read the ordinance by title.

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

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

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

- 7. Approval of General Pension Board Actions

Recommended Action: Commission’s Approval

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

CITY MANAGER / NON-CONSENT

- 8. Revokable License Agreement with Pamela Sellers & Kassie Knight

Recommended Action: Commission Discretion

Motion made by Commissioner Albritton, seconded by Commissioner Smith

Pamela Sellers and Kassie Knight were present.
Knight addressed the Commission with concerns about the agreement, stating they did not have the funds for the \$1,000,000 insurance policy requirement. She also stated they were willing to remove the top portion of the fence in order to comply with height requirements however, they would like additional time to have an attorney look over the agreement on their behalf.

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Commissioner Albritton moved to amend the motion to table item until the April meeting, seconded by Commissioner Smith.

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

- 9. Power Cost Adjustment

Minsheu announced the February power cost adjustment.

- 10. Resolution 2026-08 FL Dept of Elder Affairs Grant Agreement for Senior Center
Recommended Action: Commission Approval

Long presented the resolution to accept the grant agreement for a new senior center building. Long stated the current thought was to build on the existing site. The Commission did ask to remain open to a different location, if one were to be available.

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

CONSENT AGENDA

- 11. Acceptance of the Downtown Market Study & Vision Presentation
- 12. Acceptance of the Inland Port Feasibility Study Final Report

13. ITB 26-01 Wauchula Municipal Airport T-Hangar Building
14. Lease Agreement with Hardee County - SW Water Tower Project
15. Resolution 2026-03 Heardbridge Rd Watermain

Recommended Action: Commission's Approval on Items 11 thru 15

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

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

16. Approval of Minutes for 2/2/2026 CRA Workshop, and 2/9/2026 CRA Meeting

Recommended Action: Board's Approval

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

17. CRA RFQ 26-01 Professional Architectural Services - Historic City Hall

Recommended Action: Board's Approval

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

18. CRA RFP 26-01 Utility and Sidewalk Improvements - Bay St and 1st Ave

Recommended Action: Board's Approval

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

19. Krause Services Contract Amendment

Recommended Action: Board's Approval

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

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

20. Approval of CRA Board Actions

Recommended Action: Commission's Approval

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the City Commission meeting at 6:45 pm.

126 S. 7th Ave
 Wauchula, FL 33873



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

Item # 11.

April 13, 2026

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

2ND QUARTER MEETING FOR FY 2025 - 2026

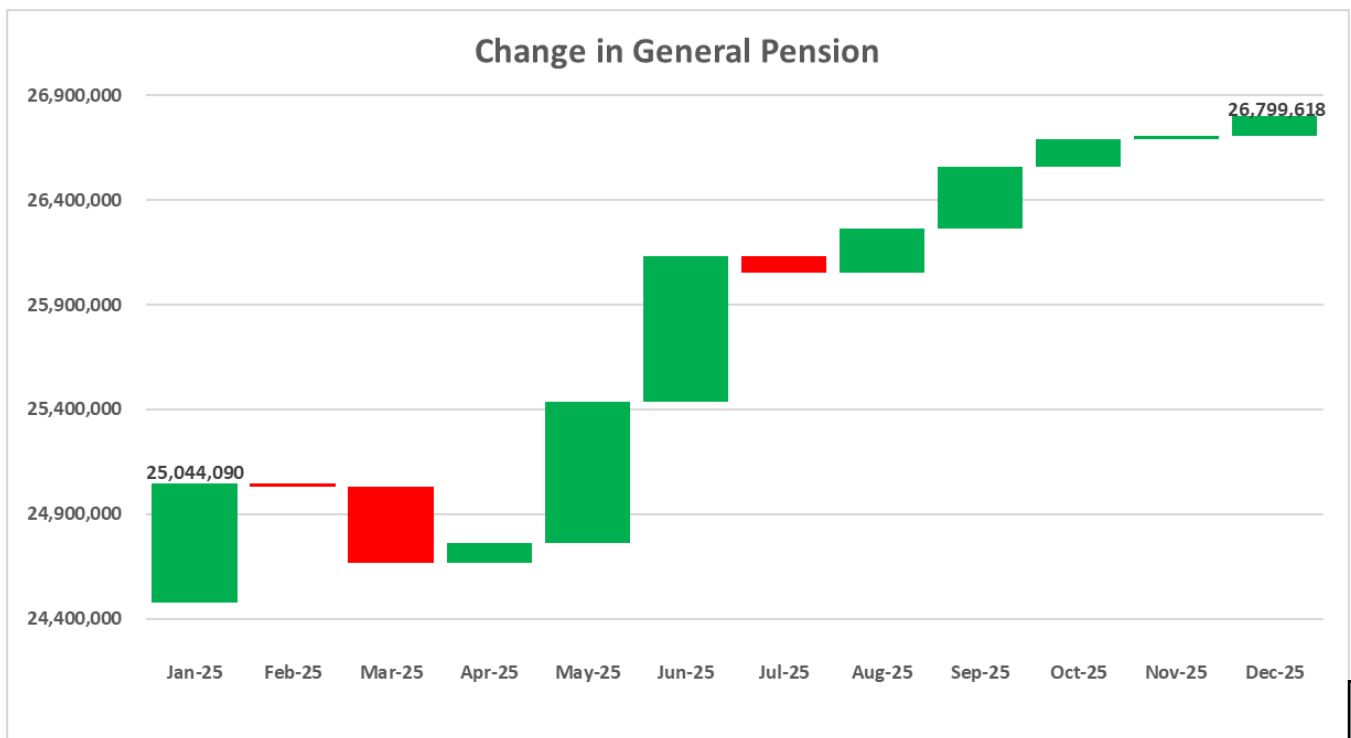
REVIEW OF FUND ACTIVITY

General Employee Pension Fund Reporting through Quarter 1 2025–2026

	CONTRIBUTIONS	EARNINGS/LOSSES	DISTRIBUTIONS	FEES PAID	TOTAL	BALANCE
1st Quarter	197,212	320,445	(264,060)	(12,978)	240,618	26,799,618
2nd Quarter						26,799,618
3rd Quarter						26,799,618
4th Quarter						26,799,618
Total	197,212	320,445	(264,060)	(12,978)	240,618	

RATE OF RETURN

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
Cash	0.97%				0.97%
Broad Market HQ Bond Fund	1.17%				1.17%
Large Cap Equity	2.59%				2.59%
Diversified Small to Mid Cap Portfolio	-0.67%				-0.67%
International Equity Porfolio	1.31%				1.31%
Core Plus Fixed Income Fund	1.26%				1.26%
Core Real Estate	-0.38%				-0.38%
Total Portfolio	1.21%				1.21%

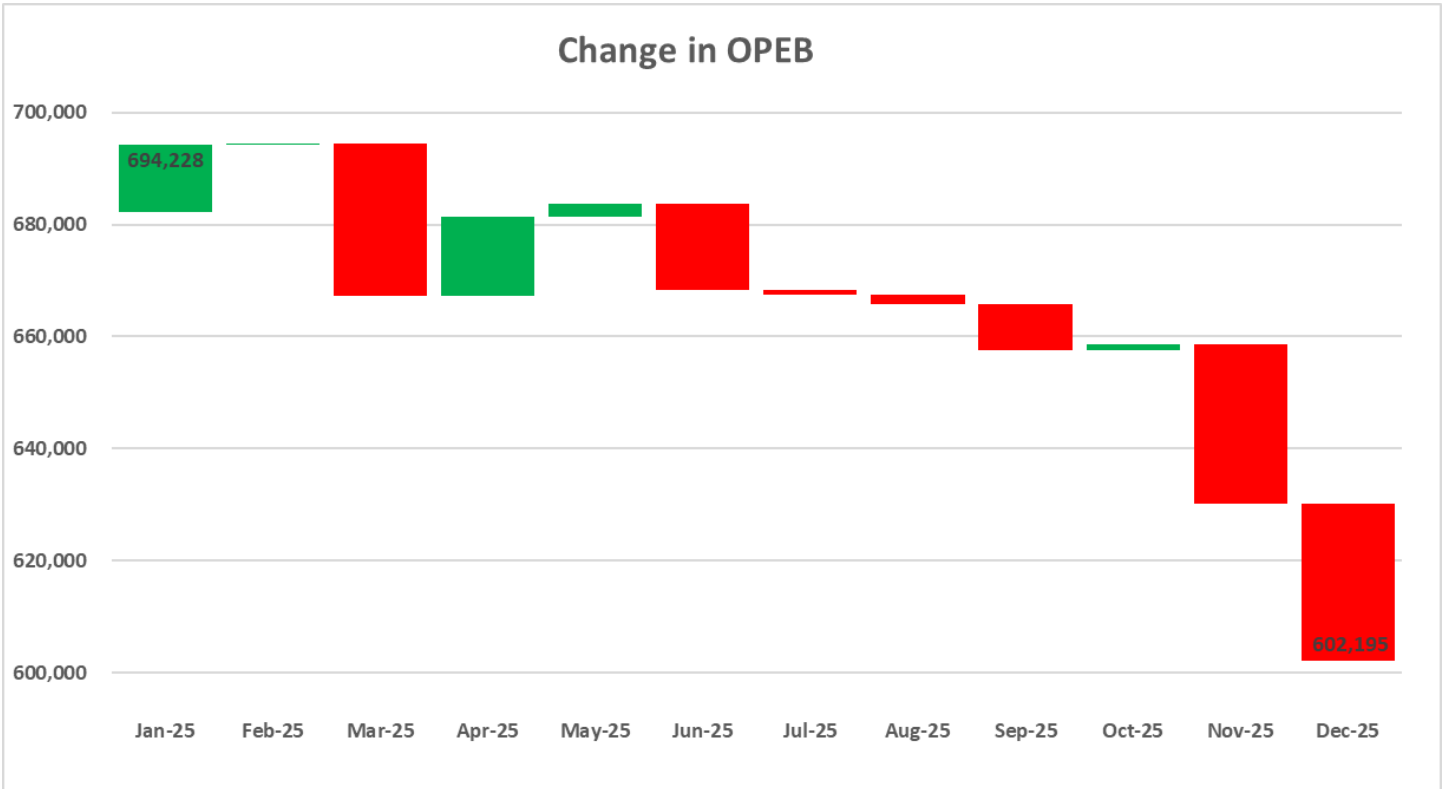


Other Post–Employment Benefits Fund Reporting through Quarter 1 2025–2026

	CONTRIBUTIONS	EARNINGS/LOSSES	DISTRIBUTIONS	FEES PAID	TOTAL	BALANCE
1st Quarter	-	8,045	(62,784)	(664)	(55,403)	602,195
2nd Quarter					-	602,195
3rd Quarter					-	602,195
4th Quarter					-	602,195
Total	-	8,045	(62,784)	(664)	(55,403)	

RATE OF RETURN

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
Cash	0.00%				0.00%
Broad Market HQ Bond Fund	1.17%				1.17%
Large Cap Equity	2.59%				2.59%
Diversified Small to Mid Cap Portfolio	-0.67%				-0.67%
International Equity Porfolio	1.31%				1.31%
Core Plus Fixed Income Fund	1.26%				1.26%
Core Real Estate	-0.38%				-0.38%
Total Portfolio	1.24%				1.24%



Plan Information for Quarter Ending

December 31, 2025

Wauchula General



Beginning Balance	\$26,559,000.27	Cash	\$241,196.55	0.9%
Contributions	\$197,211.67	Broad Market HQ Bond Fund	\$4,234,339.71	15.8%
Earnings	\$320,444.73	Core Plus Fixed Income	\$3,939,543.91	14.7%
Distributions	(\$264,060.20)	Diversified Large Cap	\$6,833,902.70	25.5%
Expenses	(\$13,091.00)	Diversified Small to Mid Cap	\$3,644,748.11	13.6%
Other	\$112.95	International Equity	\$5,788,717.58	21.6%
Ending Balance	<u>\$26,799,618.42</u>	Core Real Estate	\$2,117,169.86	7.9%

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

Wauchula General



Item # 11.

Plan Account Statement for 10/01/2025 to 12/31/2025

Beginning Balance	Contributions	Earnings/(Losses)	Distributions	Fees / Req. / Exp.	Other	Ending Balance
\$26,559,000.27	\$197,211.67	\$320,444.73	(\$264,060.20)	(\$13,091.00)	\$112.95	\$26,799,618.42

Transaction Detail

Contributions

Contribution Detail							Rollover Detail				
Date	Payroll Ending	Employer	EE Pre-Tax	EE After-Tax	State Excise	Subtotal	Date	Participant	EE Pre-Tax Rollover	EE After Tax Rollover	Total
10/06/2025	09/26/2025	\$11,652.19	\$0.00	\$0.00	\$0.00	\$11,652.19					
10/06/2025	09/24/2025	\$0.00	\$1,582.14	\$0.00	\$0.00	\$1,582.14					
10/06/2025	09/24/2025	\$1,248.30	\$0.00	\$0.00	\$0.00	\$1,248.30					
10/06/2025	09/26/2025	\$0.00	\$14,768.38	\$0.00	\$0.00	\$14,768.38					
10/20/2025	10/10/2025	\$12,587.03	\$0.00	\$0.00	\$0.00	\$12,587.03					
10/20/2025	10/10/2025	\$0.00	\$15,953.21	\$0.00	\$0.00	\$15,953.21					
10/22/2025	10/15/2025	\$68.70	\$0.00	\$0.00	\$0.00	\$68.70					
10/22/2025	10/15/2025	\$0.00	\$87.07	\$0.00	\$0.00	\$87.07					
10/31/2025	10/22/2025	\$0.00	\$16,042.03	\$0.00	\$0.00	\$16,042.03					
10/31/2025	10/22/2025	\$14,983.25	\$0.00	\$0.00	\$0.00	\$14,983.25					
11/21/2025	11/10/2025	\$0.00	\$5,232.95	\$0.00	\$0.00	\$5,232.95					
11/21/2025	11/10/2025	\$4,887.59	\$0.00	\$0.00	\$0.00	\$4,887.59					
11/26/2025	11/21/2025	\$0.00	\$17,154.52	\$0.00	\$0.00	\$17,154.52					
11/26/2025	11/21/2025	\$16,022.34	\$0.00	\$0.00	\$0.00	\$16,022.34					
12/08/2025	11/07/2025	\$0.00	\$16,956.60	\$0.00	\$0.00	\$16,956.60					
12/08/2025	11/07/2025	\$15,837.44	\$0.00	\$0.00	\$0.00	\$15,837.44					
12/22/2025	12/05/2025	\$0.00	\$16,622.50	\$0.00	\$0.00	\$16,622.50					
12/22/2025	12/05/2025	\$15,525.43	\$0.00	\$0.00	\$0.00	\$15,525.43					
Total						\$197,211.67	Total				\$0.00

Fees, Requisitions and Expenses

Date	Req. Num	Description	Amount
10/01/2025	R-2025-Qttrly4-067	VENDOR: FMPTF/ DETAIL: 09/30/2025 Quarterly Fees	(\$10,708.50)
10/01/2025	R2026-ANNL-063	VENDOR: FMPTF/ DETAIL: 2024-2025 Annual Administration Fee (1000)	(\$1,000.00)
10/28/2025	R-2026-10-00034	VENDOR: Gray Robinson Attorneys At Law/ DETAIL: Inv#11322952 Pension & Benefits advice	(\$1,382.50)
Total			(\$13,091.00)

Other

Date	Description	Amount
12/19/2025	Return of 12.1.25 pension payment for Jean Burton who passed on 11.14.25	\$112.95
Total		\$112.95

Earnings / (Losses)

Date	Amount	
10/31/2025	\$145,095.81	
11/30/2025	\$64,473.03	
12/31/2025	\$110,875.89	
Total		\$320,444.73

Distributions

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

Wauchula General



Item # 11.

Plan Account Statement for 10/01/2025 to 12/31/2025

Lump Sum Detail				Recurring Payment Detail		
Date	Participant	Type	Amount	Date	Participant	Amount
10/17/2025	Richard Jansen	Lump Sum	(\$4,212.92)	10/01/2025	Aguilar , Jeannie	(\$2,220.06)
11/14/2025	Jeffrey D. Johnson	Lump Sum	(\$11,836.98)	10/01/2025	Allen, Stanley	(\$1,097.14)
12/19/2025	Michael S Davis	Lump Sum	(\$281.20)	10/01/2025	Atchley, Terry	(\$3,720.78)
Total			(\$16,331.10)	10/01/2025	Baker, Jeffery	(\$1,228.20)
				10/01/2025	Beattie , Maria	(\$673.50)
				10/01/2025	Braddock, James A.	(\$2,324.54)
				10/01/2025	Brown, Mavis	(\$100.00)
				10/01/2025	Brown, Randall	(\$1,321.77)
				10/01/2025	Burton , Jean	(\$112.95)
				10/01/2025	Carlton, Freddie	(\$778.26)
				10/01/2025	Chestnut, Sandra L.	(\$2,179.33)
				10/01/2025	Cogburn, Shirley	(\$100.00)
				10/01/2025	Conerly, Jerry	(\$100.00)
				10/01/2025	Doying, Victoria L.	(\$2,193.39)
				10/01/2025	Dulanski Jr, John C	(\$918.65)
				10/01/2025	Dupree, Suzanne	(\$100.00)
				10/01/2025	Ehrenkauffer, Domitila	(\$2,988.37)
				10/01/2025	Ellis, Donnie	(\$1,701.88)
				10/01/2025	Flippin, Michael	(\$617.95)
				10/01/2025	Gibbs, Susan K.	(\$1,647.76)
				10/01/2025	Gibney, John	(\$1,250.16)
				10/01/2025	Grimes, Fayree	(\$100.00)
				10/01/2025	Ham, Mathew	(\$621.33)
				10/01/2025	Harris, Thomas R.	(\$2,832.80)
				10/01/2025	Hartley, James	(\$1,819.05)
				10/01/2025	Heine, Michael	(\$4,876.43)
				10/01/2025	Johnson, Billy	(\$1,715.41)
				10/01/2025	Kilpatrick, Donald	(\$1,768.46)
				10/01/2025	Lake, Dennis	(\$2,613.00)
				10/01/2025	Limoges, Kyle	(\$728.68)
				10/01/2025	Maddox, Andrew	(\$5,086.29)
				10/01/2025	McClellan , Beverly Smith	(\$2,773.02)
				10/01/2025	Mier, Jose	(\$1,435.84)
				10/01/2025	Minear, James	(\$1,749.58)
				10/01/2025	Morris, Alfred	(\$3,622.32)
				10/01/2025	Morris, Robert W.	(\$4,955.53)
				10/01/2025	Osteen, Claude	(\$3,700.85)
				10/01/2025	Osteen, Kenneth	(\$3,100.14)
				10/01/2025	Outley , Bessie	(\$1,654.49)
				10/01/2025	Pearson, Conrad	(\$733.92)
				10/01/2025	Pearson, Tammy	(\$1,036.14)
				10/01/2025	Peeples, Danny M.	(\$100.00)
				10/01/2025	Quackenbush, Bernard	(\$883.18)
				10/01/2025	Russell , Mary Sue	(\$934.86)
				10/01/2025	Snyder, Virginia	(\$2,368.45)
				10/01/2025	Stanford, Margie	(\$672.30)
				10/01/2025	Svendsen, Theresa A	(\$2,795.22)
				10/01/2025	Willis, Mark A.	(\$1,003.00)
				11/01/2025	Aguilar , Jeannie	(\$2,220.06)
				11/01/2025	Allen, Stanley	(\$1,097.14)
				11/01/2025	Atchley, Terry	(\$3,720.78)

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Wauchula General



Plan Account Statement for 10/01/2025 to 12/31/2025

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Wauchula General



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12/01/2025	Stanford, Margie	(\$672.30)
12/01/2025	Svendsen, Theresa A	(\$2,795.22)
12/01/2025	Willis, Mark A.	(\$1,003.00)
Total		(\$247,729.10)

Florida Municipal Pension Trust Fund – DB 60% Equity Allocation
Executive Summary
As of December 31, 2025

DB 60% Equity Allocation

- The FOMC approved a 3rd rate cut of 2025 in December, lowering the Federal Funds rate target range to 3.50% - 3.75%, with the committee's updated dot plot forecasting just one additional cut in 2026. Consumer prices rose at a 2.7% yearly rate last month, a decline from September's 3.0% rate. The rate was well below expectations, however the government shutdown limited data collection, potentially impacting the reliability of the results. Optimism around the AI theme continues to support equity markets. US technology giants have largely been the beneficiaries, but performance has broadened across a wider range of companies, sectors, and regions. Emerging markets continue to be the top performer, supported by strong returns from Chinese equities. Core real estate returns maintained momentum with a 5th consecutive quarter of positive returns. The 60% Equity Allocation trailed the Target Index in the fourth quarter, up 1.2% versus up 2.4%.
- This allocation has earned a 12.1% return over the past year and risen 10.5% over the past 3 years.
- Over the past 10 years, this allocation is up 7.8% on average annually. While this performance is slightly behind the target index (up 8.3%) the risk-controlled nature of many of the underlying strategies are designed to provide downside protection should the markets continue to moderate or decline.

FMIvT Broad Market High Quality Bond Fund

- The Broad Market High Quality Bond Fund outperformed the Bloomberg US Aggregate A+ Index in the fourth quarter (up 1.2% vs up 1.1%). The Fund's yield curve positioning and ABS holdings added to the returns with the portfolio well positioned going forward, especially with the tight spreads in lower quality corporates. Over the past 10 years, the Fund has matched the performance of the benchmark (both up 1.7%).
- The portfolio's conservative risk profile and high quality bias are in line with the objectives for this fund. This bias has rewarded investors in the form of a more favorable relative risk-adjusted return comparison over the long-term.

FMIvT Core Plus Fixed Income Fund

- The Core Plus Fixed Income Fund outpaced the Bloomberg Multiverse in the fourth quarter, up 1.3% vs. up 0.4%. Strong security selection within the financials sector continues to move the Fund forward. Exposure to insurance-linked assets also contributed to the performance amid elevated premiums and insured losses that were lower than expected in the 2025 hurricane season. The fund has outpaced the benchmark by over 170 basis points in 2025 and ranks in the top 38th percentile of its peer group of global unconstrained fixed income managers.
- In the 10 years since inception, the Core Plus Fixed Income Fund has posted absolute returns of 2.7% on average annually, ahead of the benchmark (up 1.5%).

FMIvT Diversified Large Cap Equity Portfolio

- At the end of third quarter 2025 the decision was made to transition the Fund's allocation to 100% to the SSgA S&P 500 Fund. The assets from the Hotchkis & Wiley Diversified Value Fund and the Atlanta Capital High Quality Growth Fund were transferred to a transition account at Northern Trust at the end of September and were fully invested in the SSgA S&P 500 Fund on 10/1/2025. This fund provides investors with passive exposure to the US large cap equity marketplace.
- U.S. large cap equities continue to show resiliency through this tumultuous market environment, with the S&P 500 finishing 2025 near a record high and marking the third year in a row of double digit returns for the index. The Fund matched the performance of the S&P 500 in the fourth quarter, both rising 2.6%.
- The Diversified Large Cap Equity portfolio has achieved a 15.4% return on average annually over the past 7 years.

Florida Municipal Pension Trust Fund – DB 60% Equity Allocation
Executive Summary
As of December 31, 2025

FMIvT Diversified Small to Mid Cap Equity Fund

- The Diversified Small to Mid Cap Equity Fund trailed the benchmark in the fourth quarter, down 0.5% vs. up 2.2%, as lower quality factors like high beta, smaller size, and companies with negative earnings outperformed. While markets continue to become more optimistic, economic factors like growing budget deficits, unsettled tariff policy and persistent inflation remain real concerns. Despite the near-term difficulties for the Fund, it has risen 11.0% over the past 7 years.
- This strategy has generated very strong results over the past 10 years, rising 10.7% on average annually compared with 10.4% for the benchmark. Furthermore, the fund ranked in the top 40th percentile of its peer group, with a more modest risk profile and very strong risk-adjusted returns.

FMIvT International Equity Portfolio

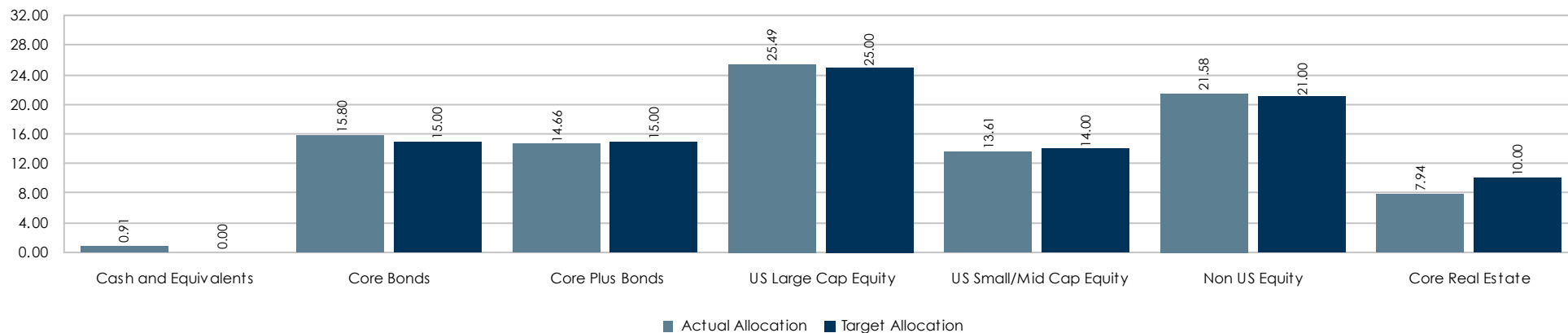
- The FMIvT International Equity Portfolio's momentum continued on an absolute basis in the fourth quarter with the fund rising 1.3%. This trails the MSCI ACWI ex-US Net benchmark (up 5.1%) with challenging stock selection in the consumer discretionary and communication services sectors hindering the relative performance. However, the market outlook remains positive on the global economy with a recalibration of US trade policy and a shift in global monetary stances tempering fears of a sharp slowdown. Despite the near-term underperformance, the Portfolio has risen 30.7% over the past year, and has outperformed the benchmark over the last 7 years.
- This strategy is intended to provide strong diversification across the broad spectrum of equity markets outside the US, with exposure to both developed and emerging markets.

FMIvT Core Real Estate Portfolio

- In early 2023, a \$50 million redemption was submitted in order to rebalance the portfolio with the proceeds scheduled to be paid out over several quarters. FMIvT received the final proceeds of their redemption request in December, and the total commitment has been reduced to \$100 million.
- Core real estate returns maintained momentum with a fifth consecutive quarter of positive returns. However, the return is comprised almost entirely of income as price appreciation remains flat. While falling 1.6% over the past 3 years, the FMIvT Core Real Estate portfolio significantly outperformed the benchmark (down 4.3%). Commercial real estate seems to have stabilized overall even as office vacancy rates remain elevated. A resumption of Fed rate cutting could act as a catalyst for transaction volume and price appreciation.
- The portfolio has outperformed the NFI ODCE Net benchmark over the past 5 years and has achieved nearly 160 basis points of excess return on average annually over the benchmark over the past 7 years.

Total Portfolio

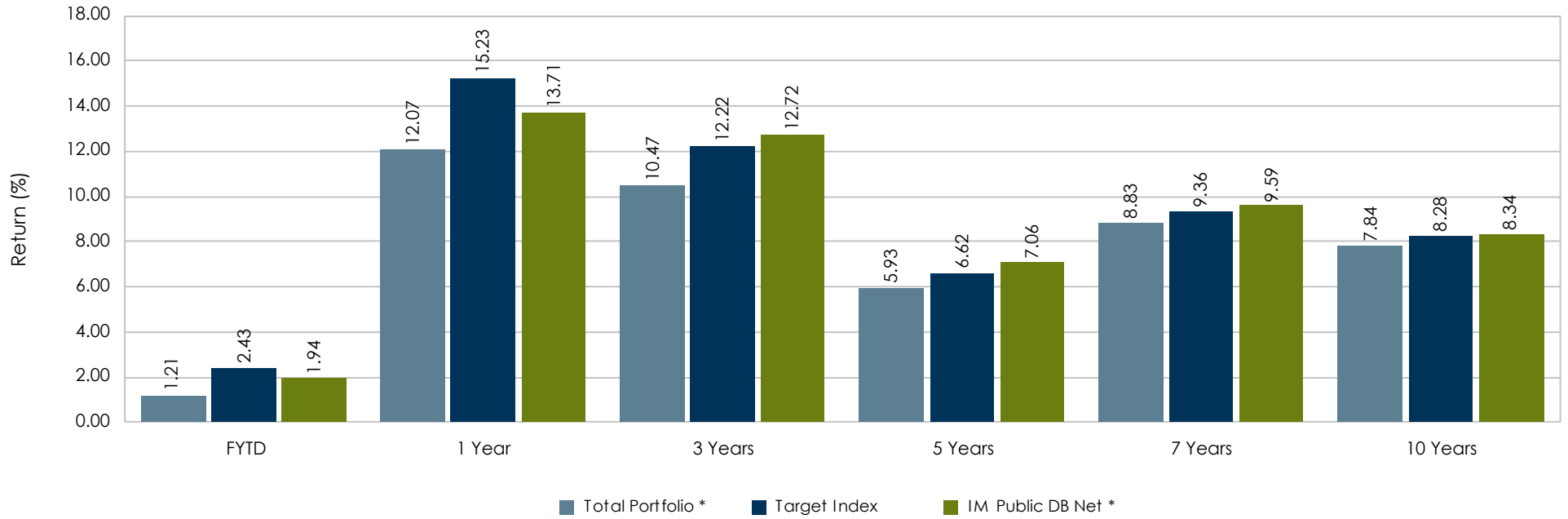
For the Period Ending December 31, 2025



	Market Value (\$000s)	Actual Allocation (%)	Target Allocation (%)	Over/Under Target (%)
Total Portfolio	680,422	100.00	100.00	
Cash and Equivalents	6,207	0.91	0.00	0.91
Fixed Income	207,270	30.46	30.00	0.46
Core Bonds	107,493	15.80	15.00	0.80
Core Plus Bonds	99,776	14.66	15.00	-0.34
Equity	412,891	60.68	60.00	0.68
US Equity	266,023	39.10	39.00	0.10
US Large Cap Equity	173,440	25.49	25.00	0.49
US Small/Mid Cap Equity	92,583	13.61	14.00	-0.39
Non US Equity	146,868	21.58	21.00	0.58
Core Real Estate	54,055	7.94	10.00	-2.06

Total Portfolio

For the Periods Ending December 31, 2025



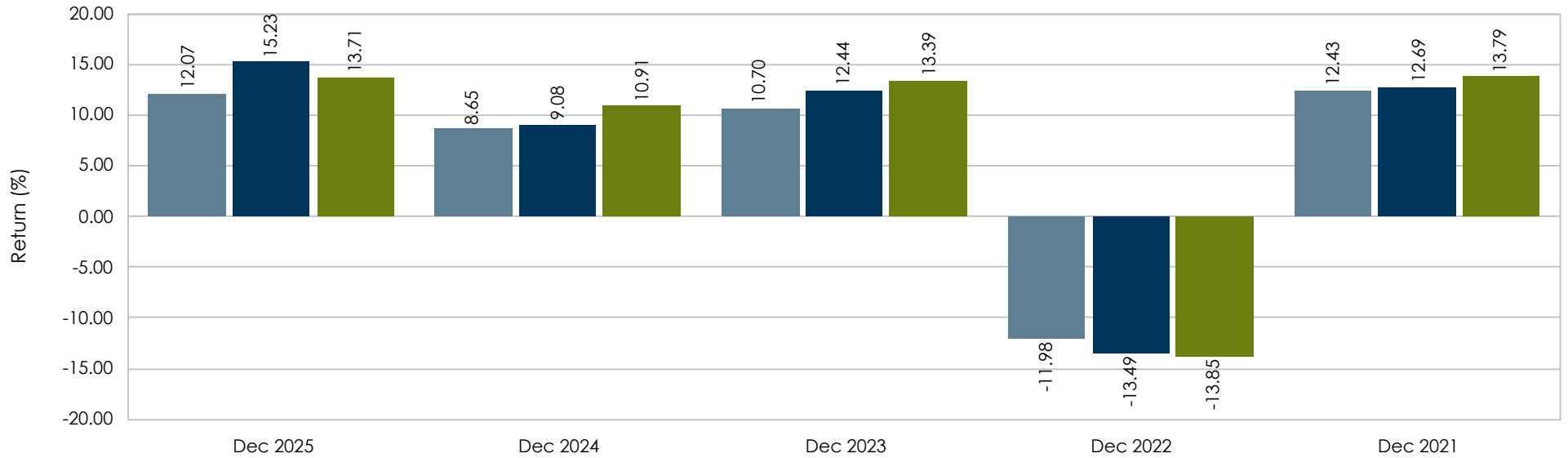
	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	92	82	88	87	74	73
5th Percentile	2.68	16.39	15.65	8.57	11.28	9.66
25th Percentile	2.21	15.01	13.65	7.68	10.12	8.80
50th Percentile	1.94	13.71	12.72	7.06	9.59	8.34
75th Percentile	1.66	12.55	11.53	6.35	8.78	7.80
95th Percentile	0.99	9.80	9.34	5.00	7.58	6.60
Observations	292	290	272	265	252	239

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

* Performance is calculated using net of fee returns.

Total Portfolio

For the One Year Periods Ending December



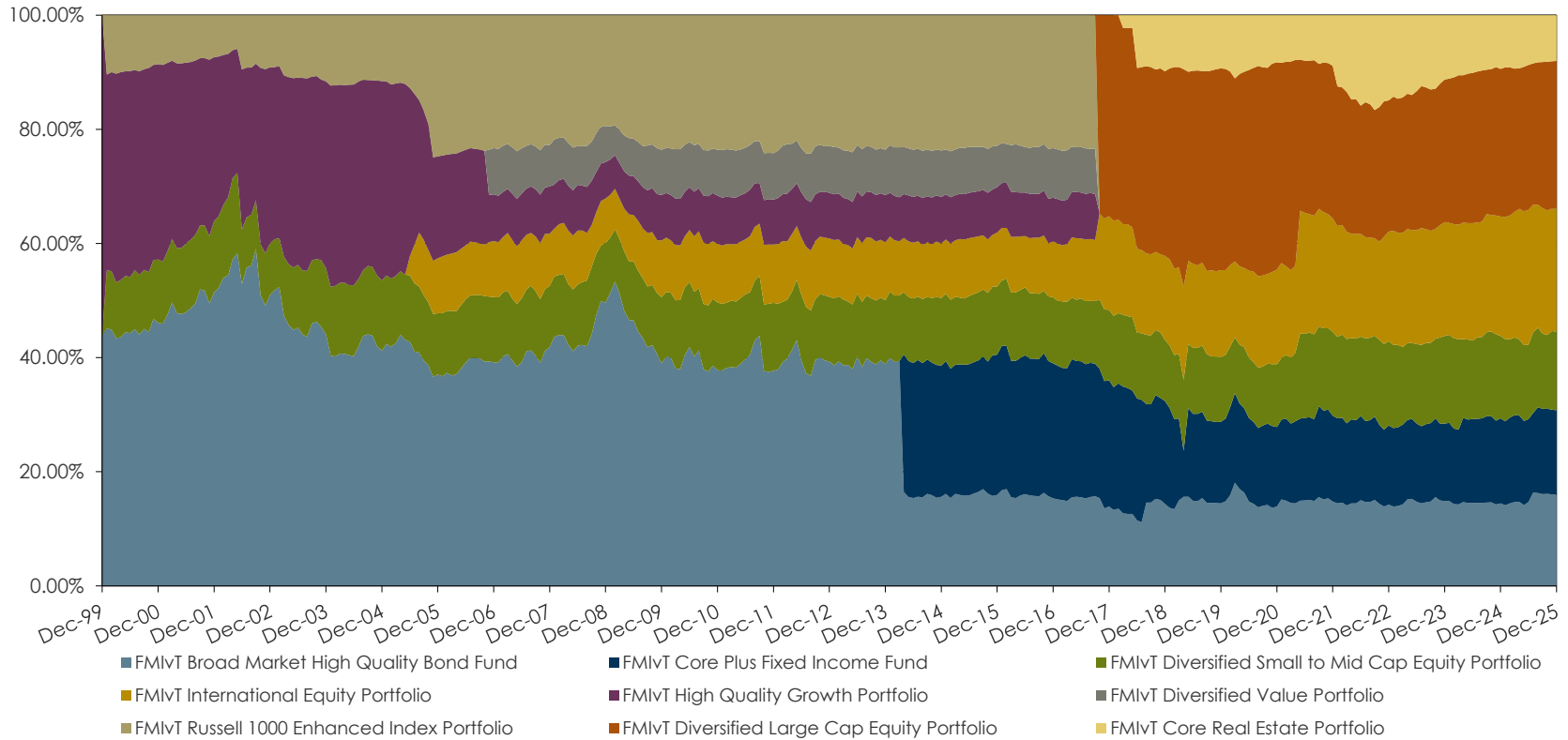
■ Total Portfolio * ■ Target Index ■ IM Public DB Net *

Ranking	82	83	85	26	72
5th Percentile	16.39	14.46	18.06	-8.04	17.83
25th Percentile	15.01	12.12	15.05	-11.91	15.29
50th Percentile	13.71	10.91	13.39	-13.85	13.79
75th Percentile	12.55	9.39	11.61	-15.41	12.19
95th Percentile	9.80	6.67	8.45	-17.47	9.56
Observations	290	598	547	539	559

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

* Performance is calculated using net of fee returns.

Total Portfolio
Historical Manager Allocation



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

Performance vs. Objectives

For the Periods Ending December 31, 2025

	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?
	5 Years					10 Years				
<ul style="list-style-type: none"> The Total Portfolio's annualized total return should exceed the total return of the Target Index. 	6.62		5.93 *		No	8.28		7.84 *		No
<ul style="list-style-type: none"> The Total Portfolio's annualized total return should rank at median or above when compared to the IM Public DB Net universe. 	7.06 *	50th	5.93 *	87th	No	8.34 *	50th	7.84 *	73rd	No

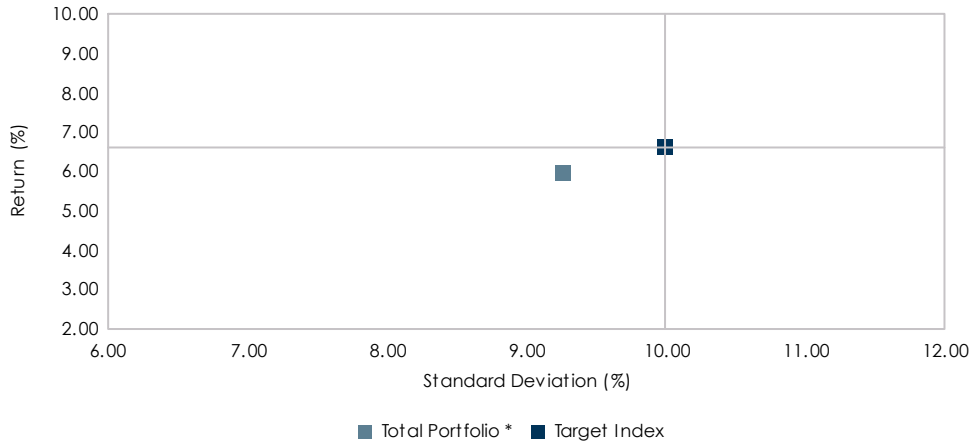
Performance and Statistics are calculated using monthly return data. * Indicates net of fee data.

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

Total Portfolio

For the Periods Ending December 31, 2025

5 Year Risk / Return



5 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	5.93	6.62
Standard Deviation (%)	9.26	9.99
Sharpe Ratio	0.29	0.34

Benchmark Relative Statistics

Beta	0.92
Up Capture (%)	91.23
Down Capture (%)	94.48

5 Year Growth of a Dollar



5 Year Return Analysis

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

* Performance is calculated using net of fee returns.

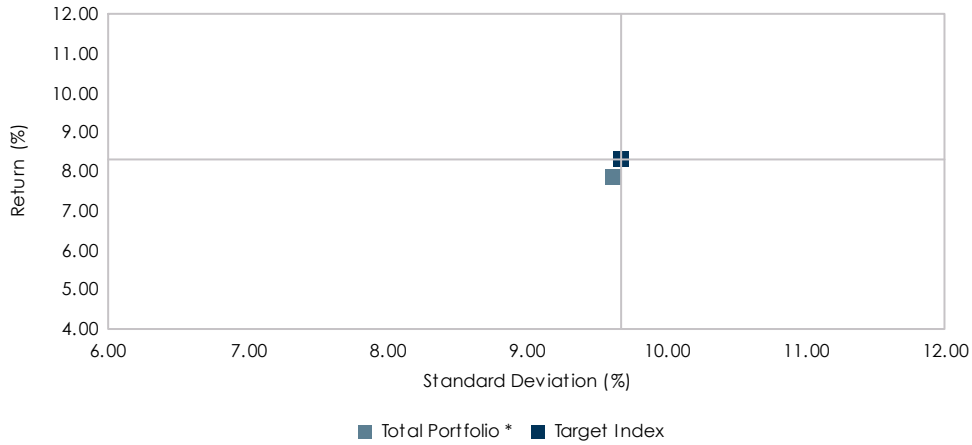
Statistics are calculated using monthly return data.

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Total Portfolio

For the Periods Ending December 31, 2025

10 Year Risk / Return



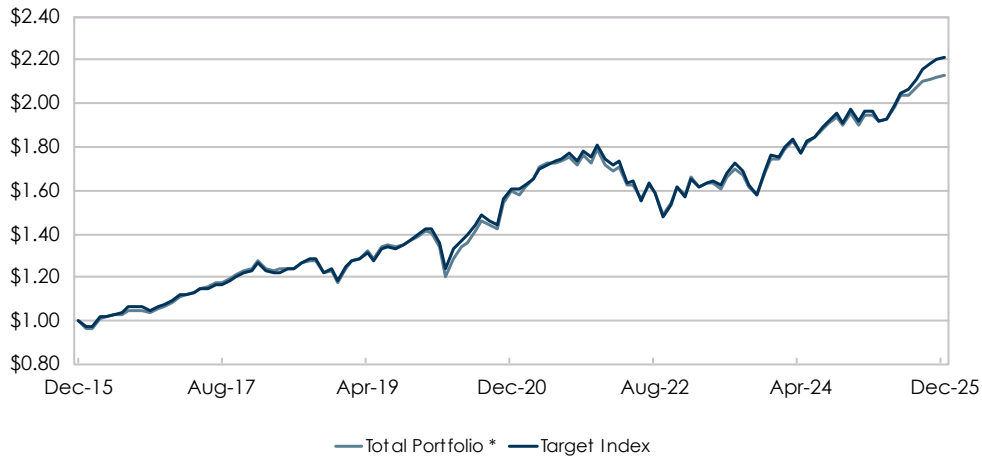
10 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	7.84	8.28
Standard Deviation (%)	9.62	9.68
Sharpe Ratio	0.59	0.63

Benchmark Relative Statistics

Beta	0.98
Up Capture (%)	96.82
Down Capture (%)	99.19

10 Year Growth of a Dollar



10 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	120	120
Highest Monthly Return (%)	8.19	7.83
Lowest Monthly Return (%)	-10.21	-8.86
Number of Positive Months	82	86
Number of Negative Months	38	34
% of Positive Months	68.33	71.67

* Performance is calculated using net of fee returns.

Statistics are calculated using monthly return data.

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Rates of Return Summary

For the Periods Ending December 31, 2025

	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Total Portfolio * 1	680,422	100.00	1.21	12.07	10.47	5.93	8.83	7.84
<i>Target Index 2</i>			2.43	15.23	12.22	6.62	9.36	8.28
Cash and Equivalents	6,207	0.91						
FMPTF Operating	3,923	0.58						
FMPTF Capital City *	2,283	0.34						
<i>US T-Bills 90 Day</i>			0.97	4.18	4.81	3.17	2.68	2.18
Fixed Income	207,270	30.46						
Core Bonds								
FMIvT Broad Market High Quality Bond Fund *	107,493	15.80	1.17	7.33	4.35	-0.18	1.76	1.66
<i>Bloomberg US Aggregate A+</i>			1.13	7.18	4.37	-0.46	1.70	1.72
Core Plus Bonds								
FMIvT Core Plus Fixed Income Fund * 3	99,776	14.66	1.26	10.16	7.47	1.87	2.32	2.70
<i>Bloomberg Multiverse</i>			0.35	8.42	4.29	-1.87	0.87	1.50
Equity	412,891	60.68						
US Equity	266,023	39.10						
US Large Cap Equity * 4	173,440	25.49	2.59	15.24	18.28	11.30	15.35	13.02
<i>Russell 1000</i>			2.41	17.37	22.74	13.59	17.03	14.59
FMIvT Diversified Large Cap Equity Portfolio *	173,440	25.49	2.59	15.20	18.28	11.29	15.35	--
<i>Russell 1000</i>			2.41	17.37	22.74	13.59	17.03	14.59
US Small/Mid Cap Equity								
FMIvT Diversified SMID Cap Equity Portfolio * 5	92,583	13.61	-0.67	-5.20	7.38	6.67	10.99	10.74
<i>SMID Benchmark 6</i>			2.22	11.91	13.75	7.26	11.75	10.40
Non-US Equity								
FMIvT International Equity Portfolio * 7	146,868	21.58	1.31	30.67	16.85	6.26	10.50	7.93
<i>MSCI ACWI ex US NetDiv</i>			5.05	32.39	17.33	7.91	10.15	8.41

FYTD: Fiscal year ending September.

* Net of fee return data.

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Rates of Return Summary

For the Periods Ending December 31, 2025

	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Core Real Estate	54,055	7.94						
FMIvT Core Real Estate Portfolio * ⁸	54,055	7.94	-0.38	2.26	-1.63	4.09	3.92	--
<i>NFI ODCE Net</i>			0.68	2.89	-4.26	2.50	2.46	3.88

Notes:

- ¹ Market values and Total Portfolio performance includes all fees and expenses. Beginning July 2008 and ending September 2010, the net of fee performance includes the impact of securities lending activity, which may increase or decrease the total expenses of the portfolio.
- ² Target Index: Effective April 2021, the index consists of 30.00% Bloomberg US Aggregate, 25.00% S&P 500, 14.00% Russell 2500, 21.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.
- ³ The performance inception date of the FMIvT Core Plus Fixed Income Fund is 4/1/2014.
- ⁴ Represents the FMPTF Large Cap Equity Composite net of fees returns.
- ⁵ Custom Index consists of the Russell 2500 beginning June 1, 2010 and prior to that the Russell 2000.
- ⁶ SMID Benchmark: Effective June 2010, the index consists of 100.0% Russell 2500.
- ⁷ Allspring EM was added to the portfolio in October 2017. Portfolio renamed and manager changed in October 2014 and April 2011.
- ⁸ The performance inception date of the FMIvT Core Real Estate Portfolio is 4/1/2018.

FYTD: Fiscal year ending September.

* Net of fee return data.

Florida Municipal Investment Trust
Protecting Florida Investment Act - Quarterly Disclosure
As of December 31, 2025

This Disclosure is intended to provide information with respect to Chapter 175 and 185 Police and Fire Plan's required disclosure of direct or indirect holdings in any "scrutinized companies" as defined in the Florida State Board of Administration (FSBA) Global Governance Mandates Quarterly Report for Quarter 4 2025.

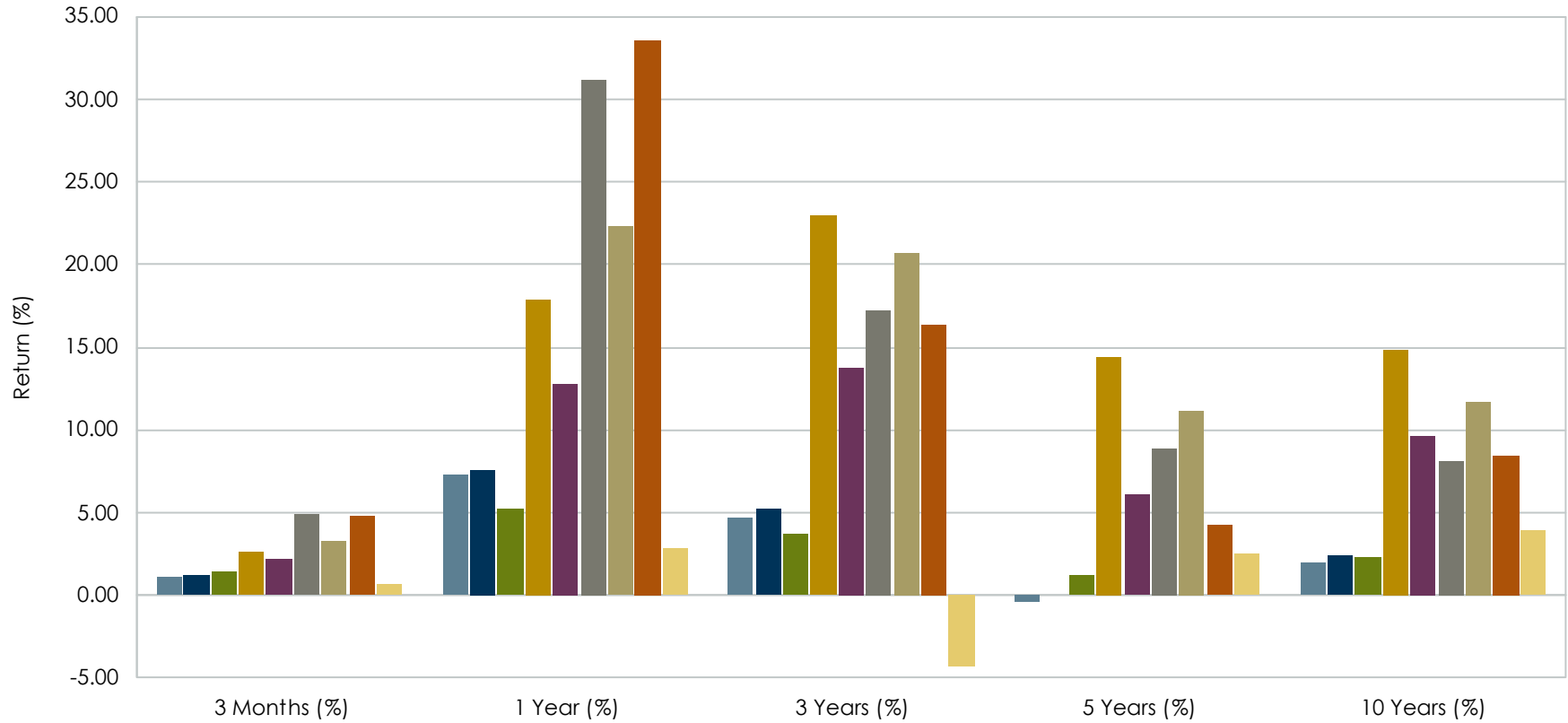
It is important to note that individual Police and Fire Plans have no direct interests in any scrutinized companies. Police and Fire Plans hold an interest in the Florida Municipal Pension Trust Fund. It is also important to note that the Florida Municipal Pension Trust Fund has no direct interests in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

The Florida Municipal Investment Trust is the only entity that could possibly have direct interests in any scrutinized companies. ACG has reviewed the **FSBA Global Governance Mandates Quarterly Report-December 17, 2025** that is available on the Florida SBA website. We have reviewed the list of companies appearing in **Tables 1 and 3- Scrutinized Companies with Activities in Sudan and Iran** and **Table 9 – Scrutinized Companies or Other Entities that Boycott Israel**, and compared these lists to securities of companies held directly by the Florida Municipal Investment Trust. As of 12/31/2025, the Florida Municipal Investment Trust had no direct interest in securities on the above referenced lists.

ACG also requested that investment managers, who manage commingled funds that are owned by the Florida Municipal Investment Trust, review the **FSBA Global Governance Mandates Quarterly Report-December 17, 2025** and disclose whether the Florida Municipal Investment Trust may hold any scrutinized companies indirectly through investment in their respective commingled funds. The FMIvT International Equity Portfolio owns units in the Allspring Emerging Markets Large-Mid Cap Equity Fund. The Allspring Emerging Markets Large-Mid Cap Equity Fund holds **Sberbank of Russia PJSC**, which represents 0.00% of their respective portion of the FMIvT International Equity. All other managers have confirmed that they do not hold any of these securities.

Market Environment

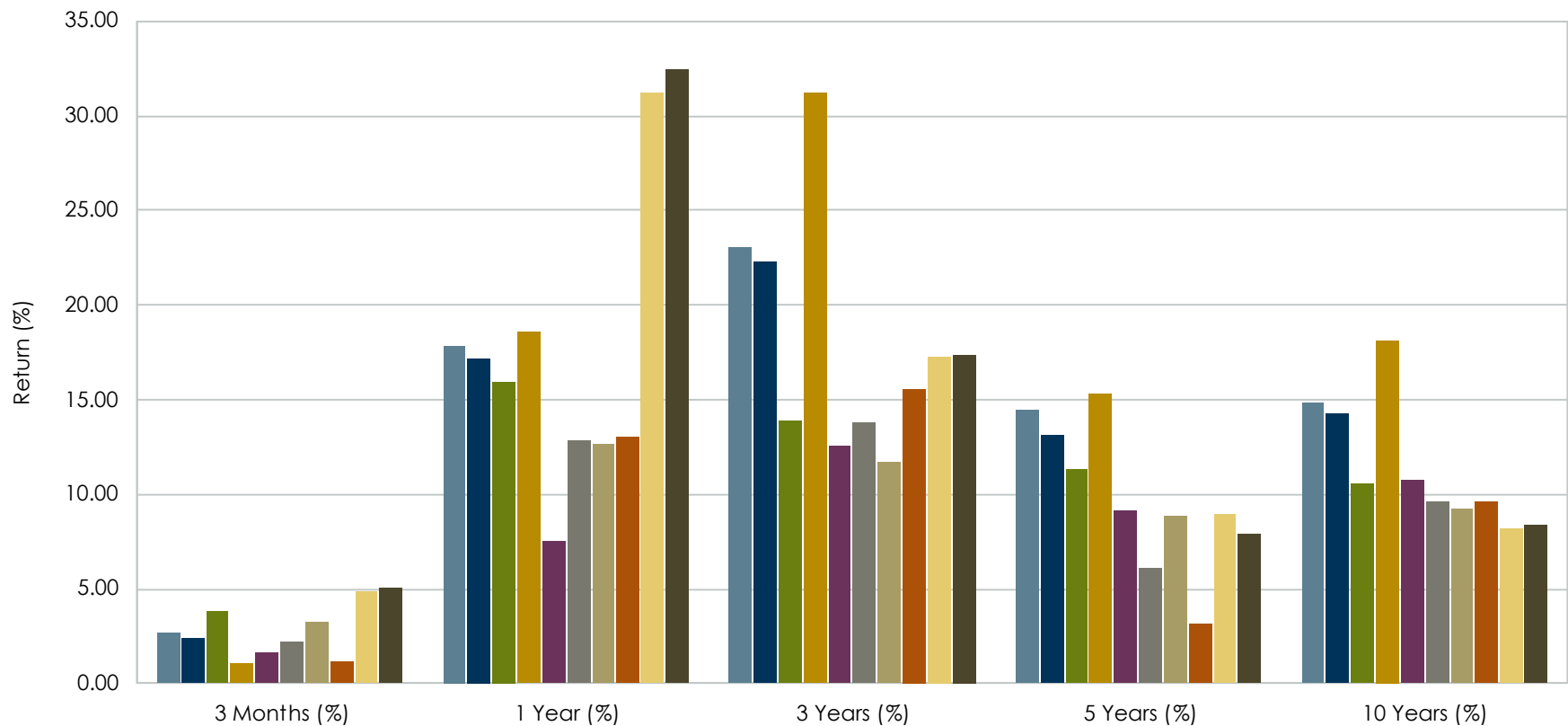
For the Periods Ending December 31, 2025



Bloomberg US Aggregate	1.10	7.30	4.66	-0.36	2.01
Bloomberg Universal	1.20	7.58	5.24	0.06	2.44
Bloomberg 1-15 Yr Municipal	1.41	5.18	3.75	1.16	2.27
S&P 500	2.66	17.88	23.01	14.42	14.82
Russell 2000	2.19	12.81	13.73	6.09	9.62
MSCI EAFE NetDiv	4.86	31.22	17.22	8.92	8.18
MSCI ACWI NetDiv	3.29	22.34	20.65	11.19	11.72
MSCI EM NetDiv	4.73	33.57	16.40	4.20	8.42
NFI ODCE Net	0.68	2.89	-4.26	2.50	3.88

Equity Index Returns

For the Periods Ending December 31, 2025

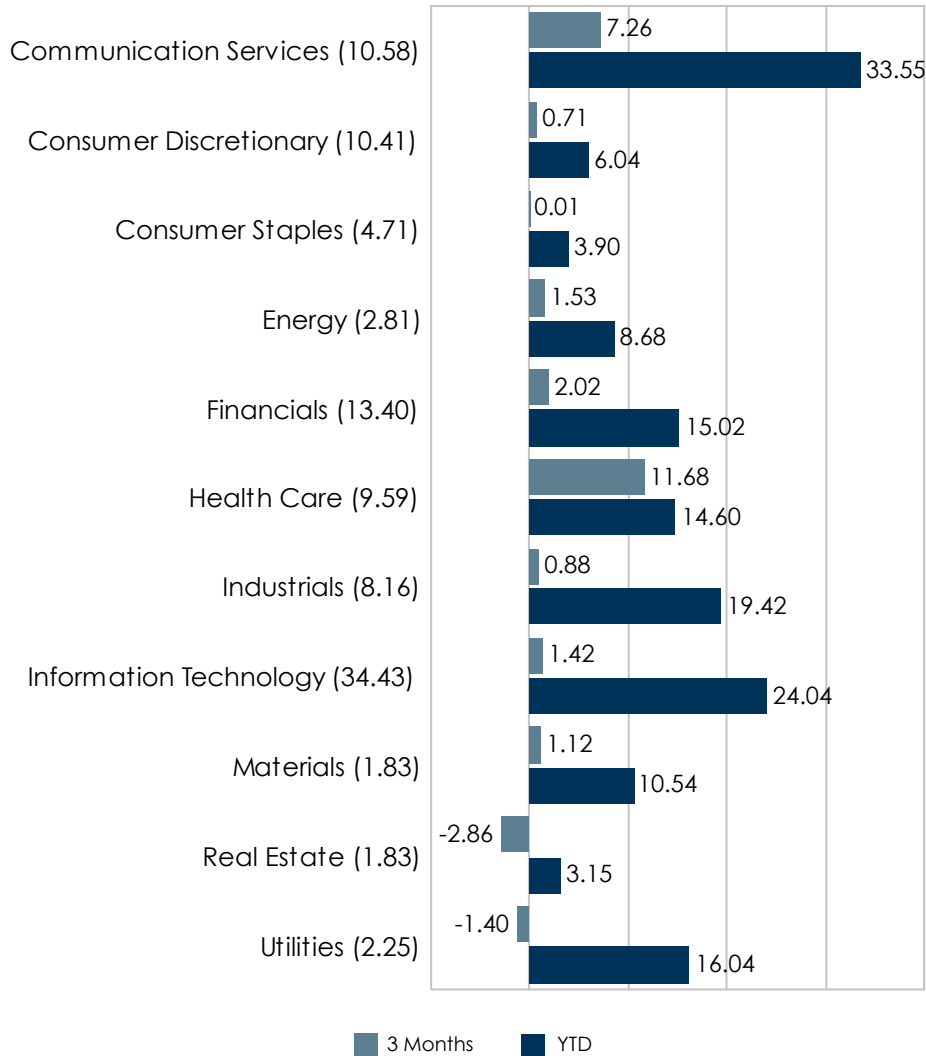


S&P 500	2.66	17.88	23.01	14.42	14.82
Russell 3000	2.40	17.15	22.25	13.15	14.29
Russell 1000 Value	3.81	15.91	13.90	11.33	10.53
Russell 1000 Growth	1.12	18.56	31.15	15.32	18.13
S&P Mid Cap 400	1.64	7.50	12.56	9.12	10.72
Russell 2000	2.19	12.81	13.73	6.09	9.62
Russell 2000 Value	3.26	12.59	11.73	8.88	9.27
Russell 2000 Growth	1.22	13.01	15.59	3.18	9.57
MSCI EAFE NetDiv	4.86	31.22	17.22	8.92	8.18
MSCI ACWI ex US NetDiv	5.05	32.39	17.33	7.91	8.41

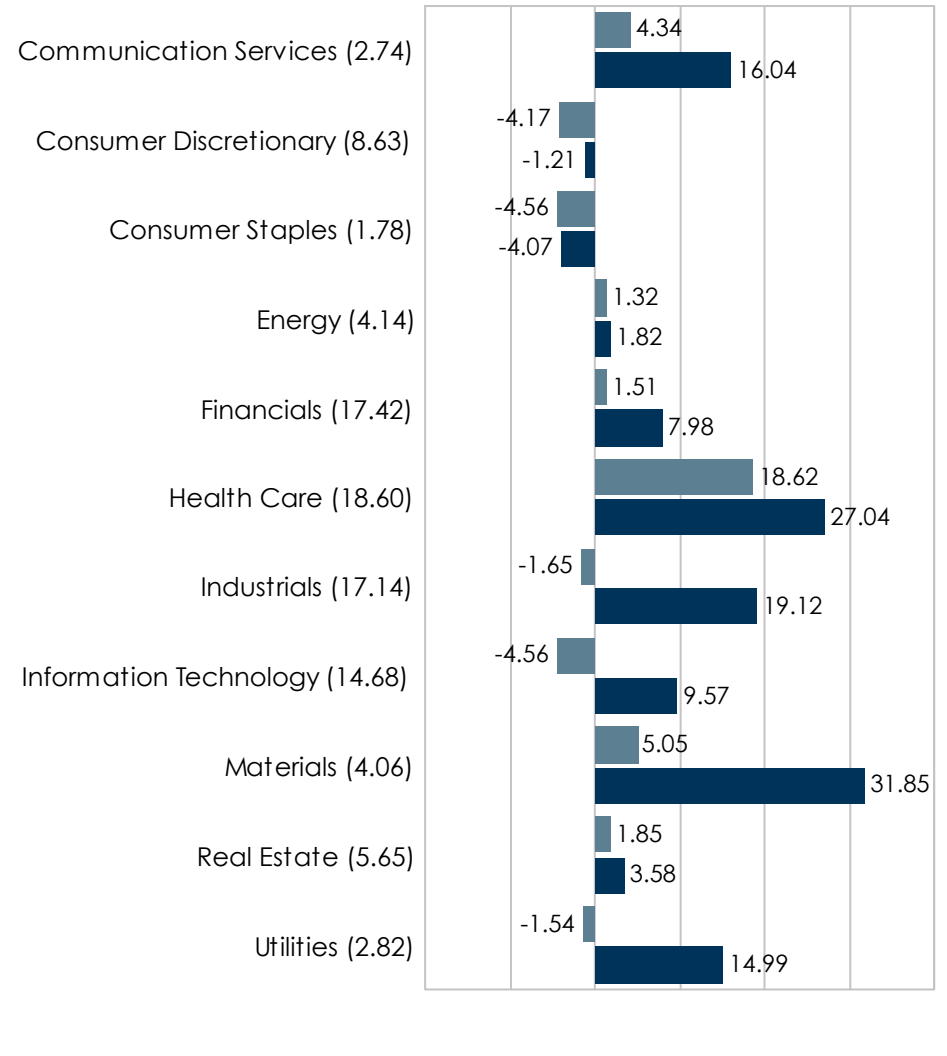
US Markets - Performance Breakdown

For the Periods Ending December 31, 2025

S&P 500 - Sector Returns (%)



Russell 2000 - Sector Returns (%)



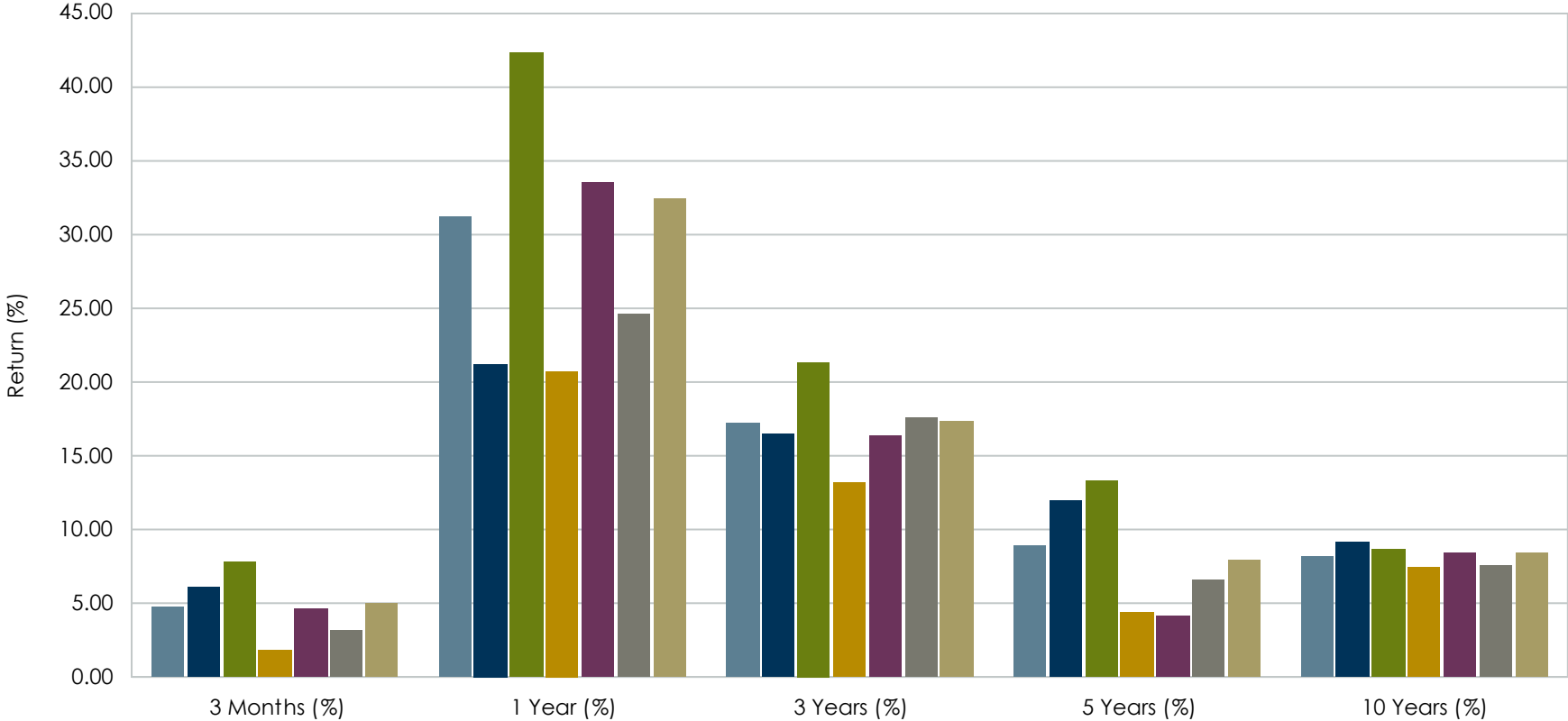
Numbers in parenthesis represent sector weightings of the index. Sector weights may not add to 100% due to rounding or securities that are not assigned to a Global Industry Classification Standard (GICS) sector.

Source: ACG Research, Bloomberg

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Non-US Equity Index Returns

For the Periods Ending December 31, 2025

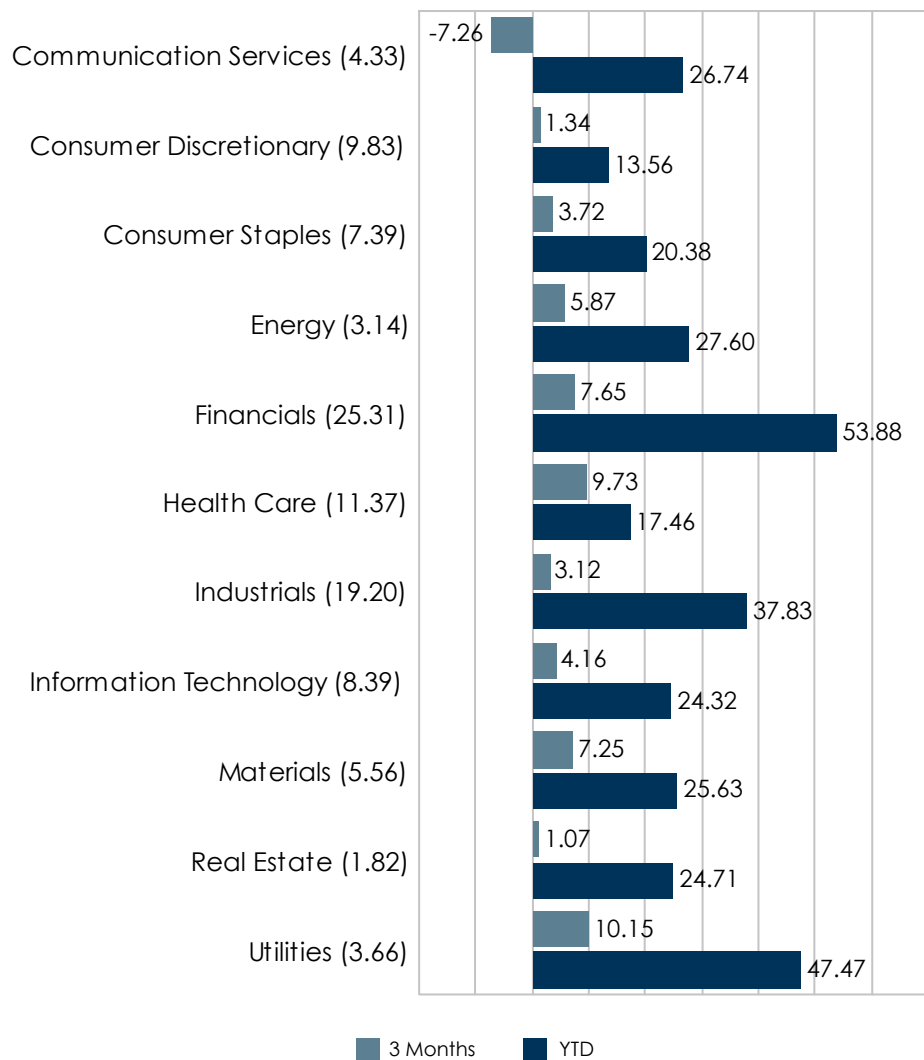


MSCI EAFE NetDiv	4.86	31.22	17.22	8.92	8.18
MSCI EAFE Local Currency	6.18	21.21	16.54	12.03	9.13
MSCI EAFE Value NetDiv	7.83	42.25	21.38	13.36	8.69
MSCI EAFE Growth NetDiv	1.86	20.76	13.16	4.43	7.42
MSCI EM NetDiv	4.73	33.57	16.40	4.20	8.42
MSCI Japan NetDiv	3.23	24.60	17.54	6.60	7.62
MSCI ACWI ex US NetDiv	5.05	32.39	17.33	7.91	8.41

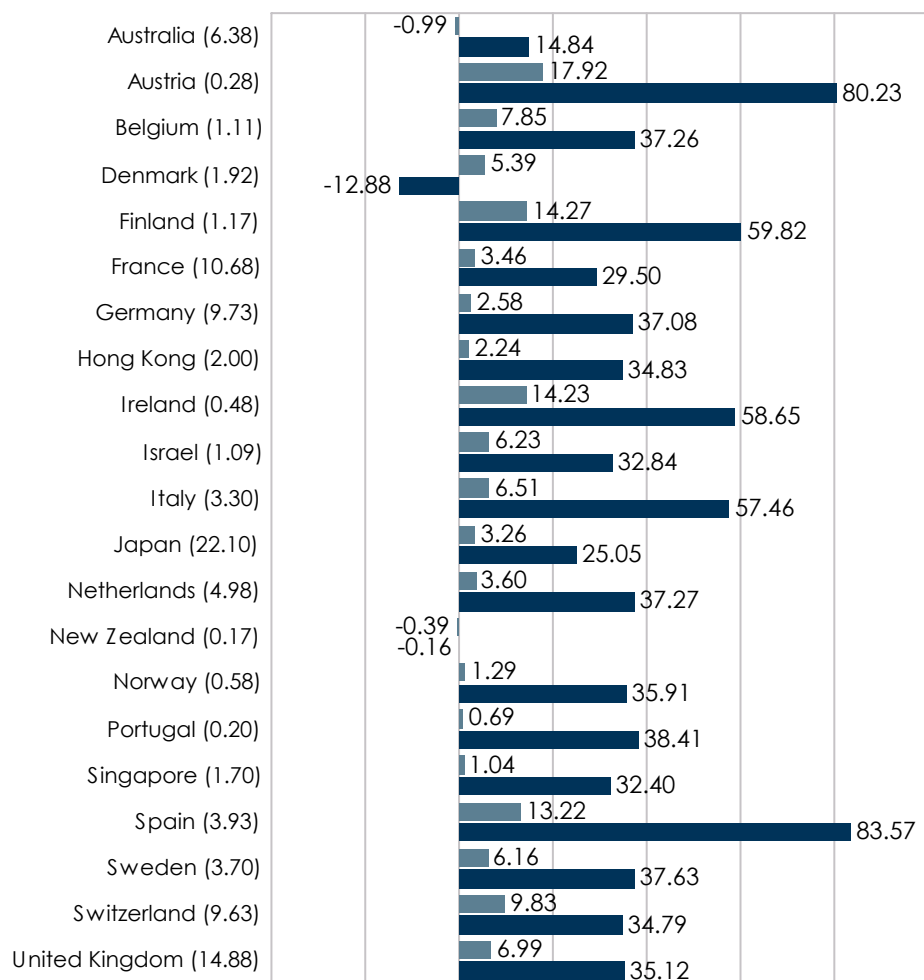
Non-US Equity - Performance Breakdown

For the Periods Ending December 31, 2025

MSCI EAFE - Sector Returns (%)



MSCI EAFE - Country Returns (%)

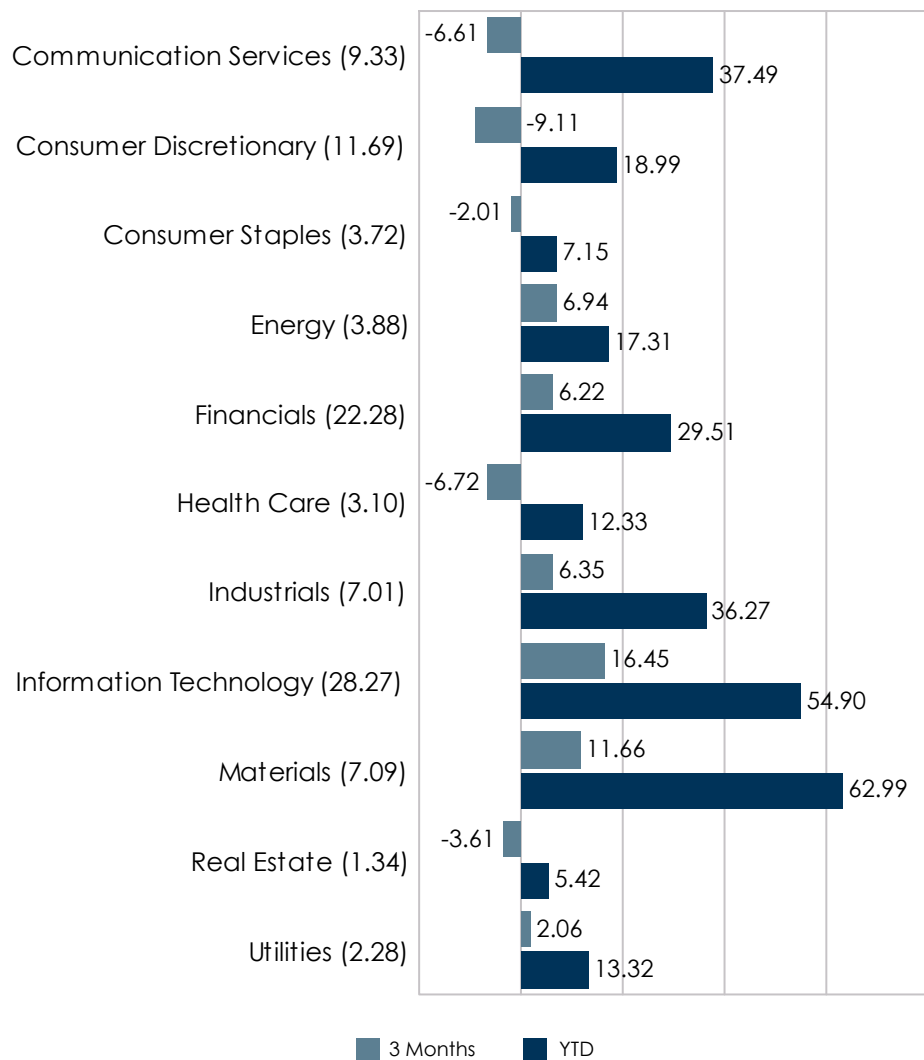


Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

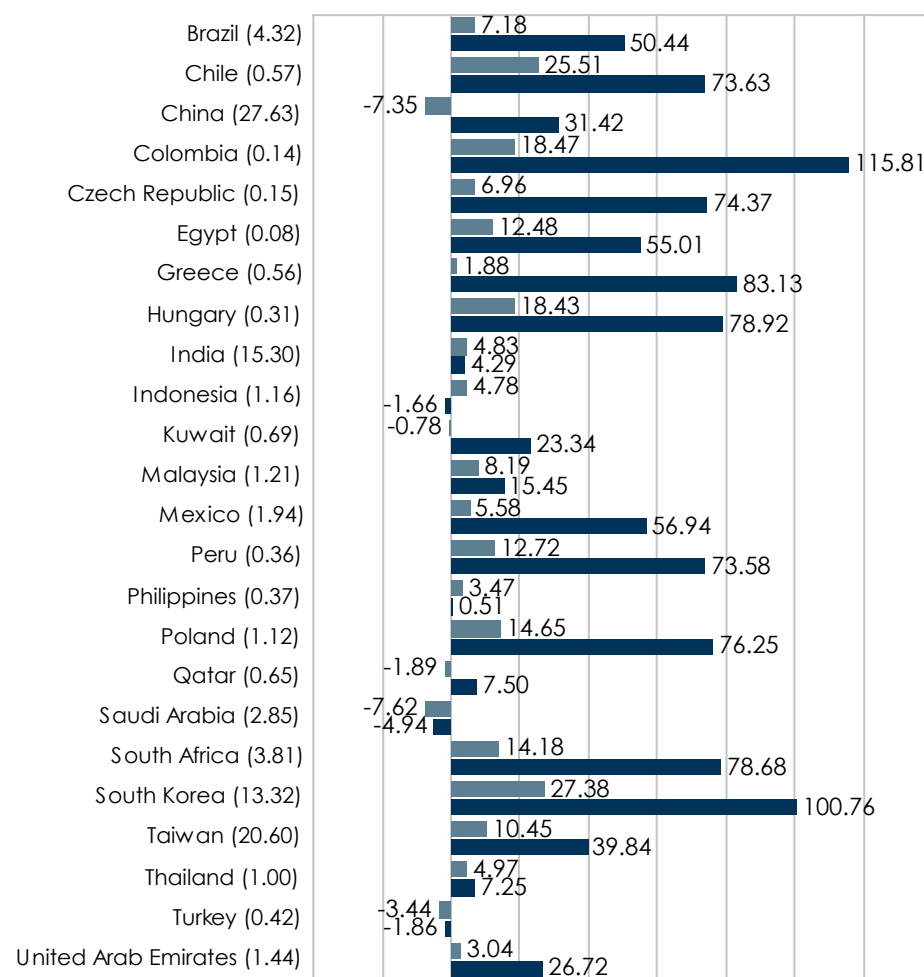
Emerging Markets - Performance Breakdown

For the Periods Ending December 31, 2025

MSCI Emerging Markets - Sector Returns (%)



MSCI Emerging Markets - Country Returns (%)

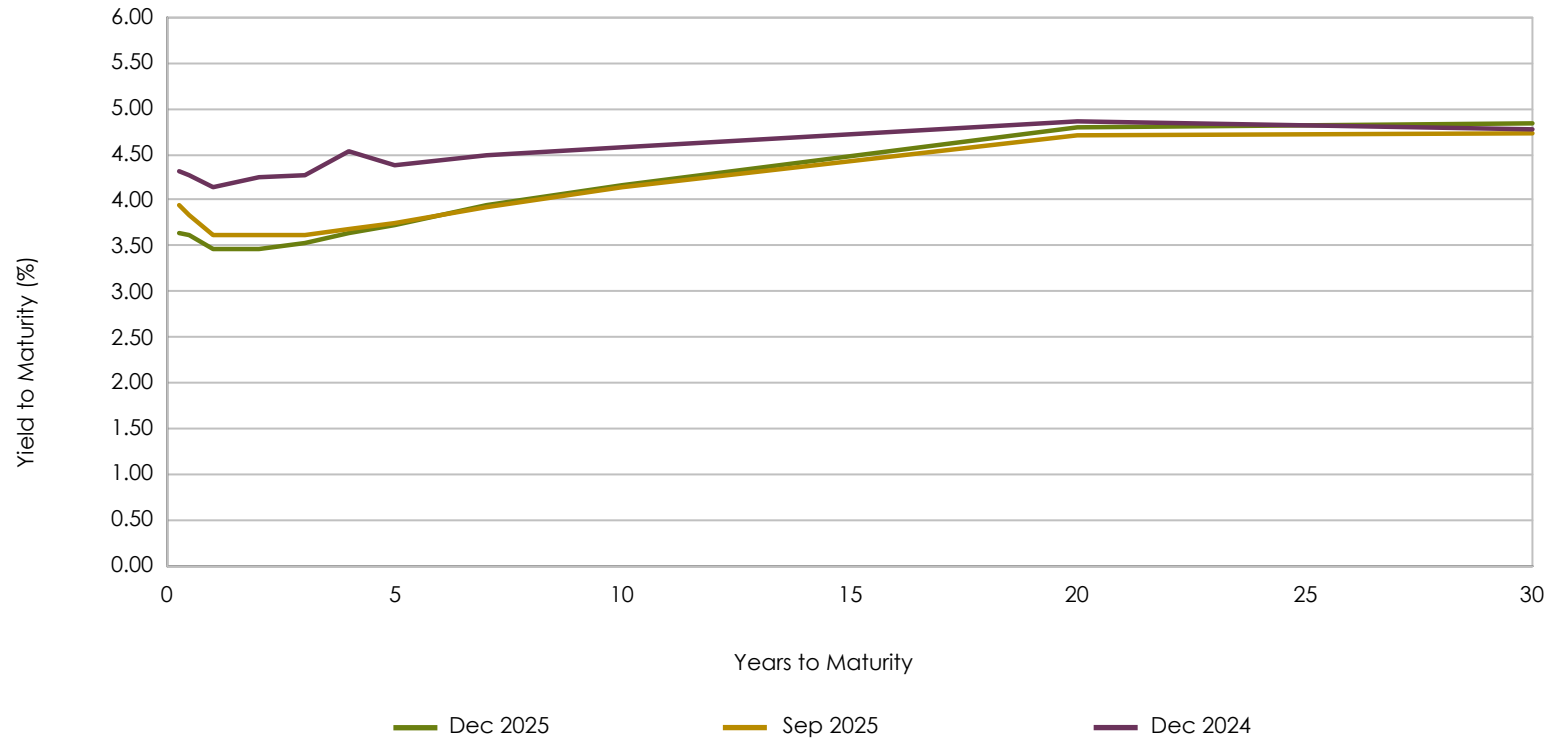


Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

Source: ACG Research, Bloomberg

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Interest Rate Term Structure Government Issues - 3 Months to 30 Years Maturity

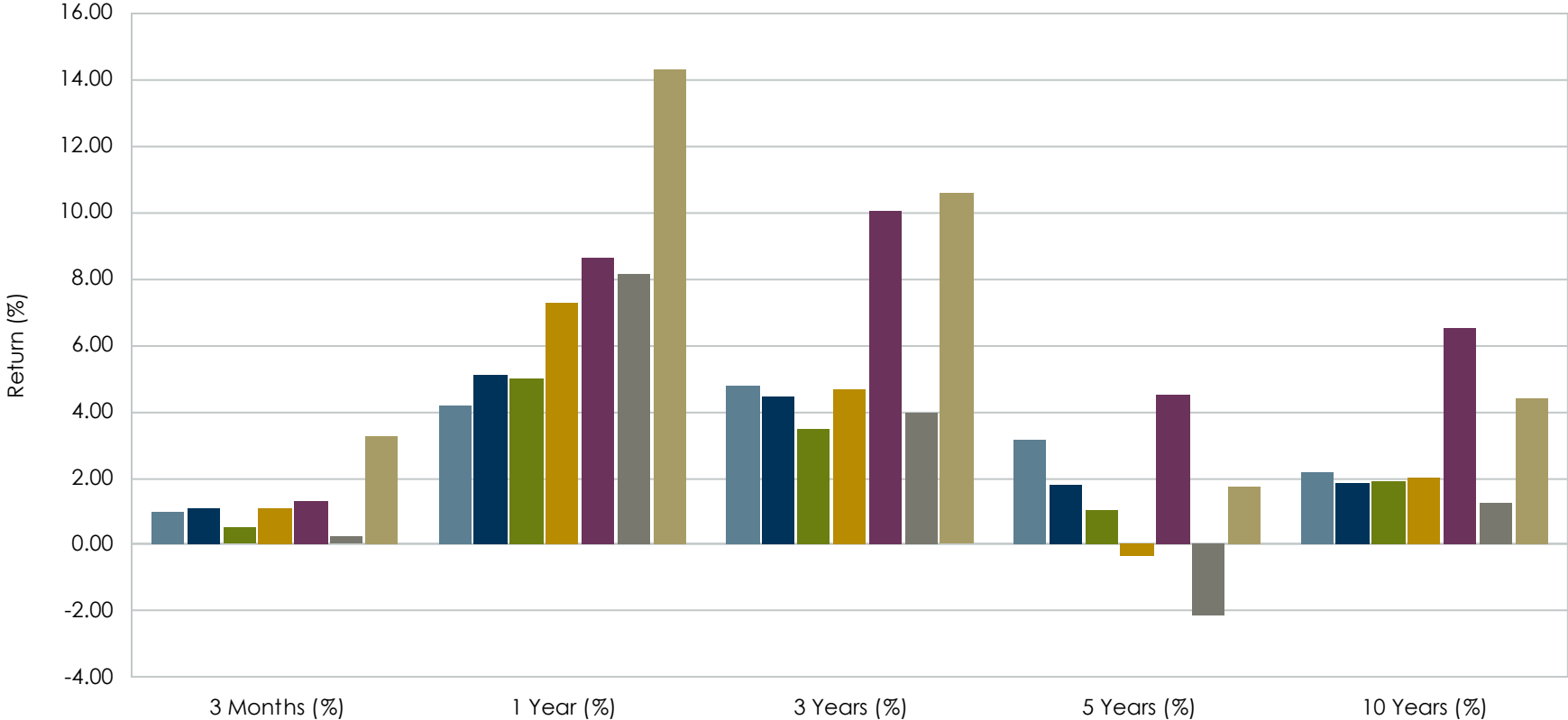


	Dec 2025	Sep 2025	Dec 2024
2 Years	3.48	3.61	4.24
3 Years	3.54	3.62	4.27
4 Years	3.64	3.69	4.53
5 Years	3.73	3.74	4.38
7 Years	3.94	3.93	4.48
10 Years	4.17	4.15	4.57
20 Years	4.79	4.70	4.86
30 Years	4.84	4.73	4.78
90 Days	3.63	3.94	4.32
180 Days	3.61	3.84	4.27
1 Year	3.48	3.62	4.15

Source: Bloomberg

Fixed Income Index Returns

For the Periods Ending December 31, 2025



US T-Bills 90 Day	0.97	4.18	4.81	3.17	2.18
ICE BofA 1-3 Yr Treasury	1.12	5.09	4.48	1.79	1.85
Bloomberg 5 Yr Municipal	0.50	5.03	3.49	1.05	1.93
Bloomberg US Aggregate	1.10	7.30	4.66	-0.36	2.01
Bloomberg US Corp High Yield	1.31	8.62	10.06	4.51	6.53
Bloomberg Global Aggregate	0.24	8.17	3.98	-2.15	1.26
JPM EMBI Global Diversified	3.29	14.30	10.60	1.78	4.40

US Fixed Income Market Environment

For the Periods Ending December 31, 2025

Nominal Returns By Sector (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
US Aggregate	1.09	7.30	4.67	-0.36
US Treasury	0.91	6.33	3.63	-0.99
US Agg: Gov't-Related	1.13	7.91	5.12	0.39
US Corporate IG	0.83	7.77	6.10	-0.09
MBS	1.70	8.59	4.90	0.15
CMBS	1.33	7.74	5.93	0.92
ABS	1.24	5.93	5.50	2.29
US Corp High Yield	1.32	8.64	10.07	4.51

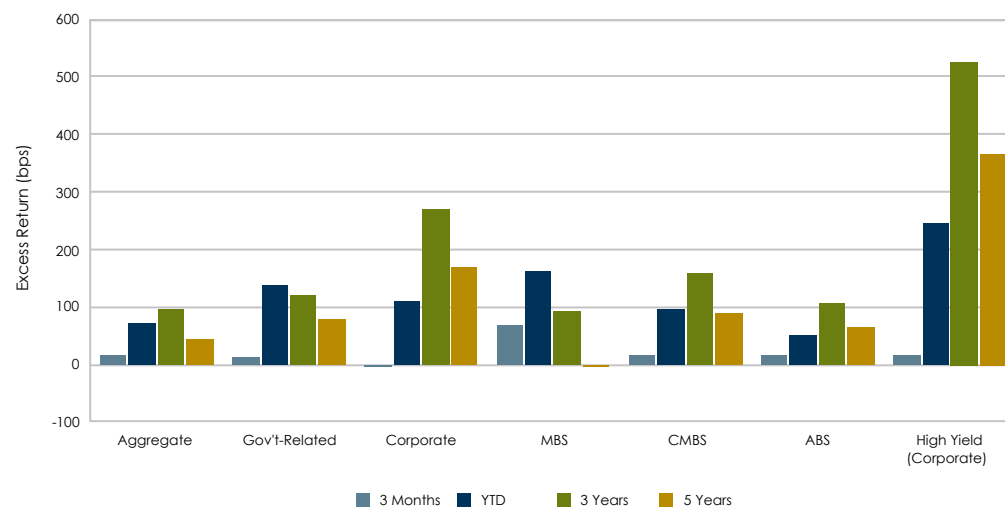
Nominal Returns by Quality (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
AAA	1.12	6.86	4.75	-0.13
AA	1.16	7.09	4.54	-0.80
A	0.95	7.88	5.71	-0.31
BAA	0.85	8.20	6.72	0.36
BA	1.51	9.02	8.95	3.83
B	1.58	8.45	9.83	4.51
CAA	0.19	8.28	14.31	6.31

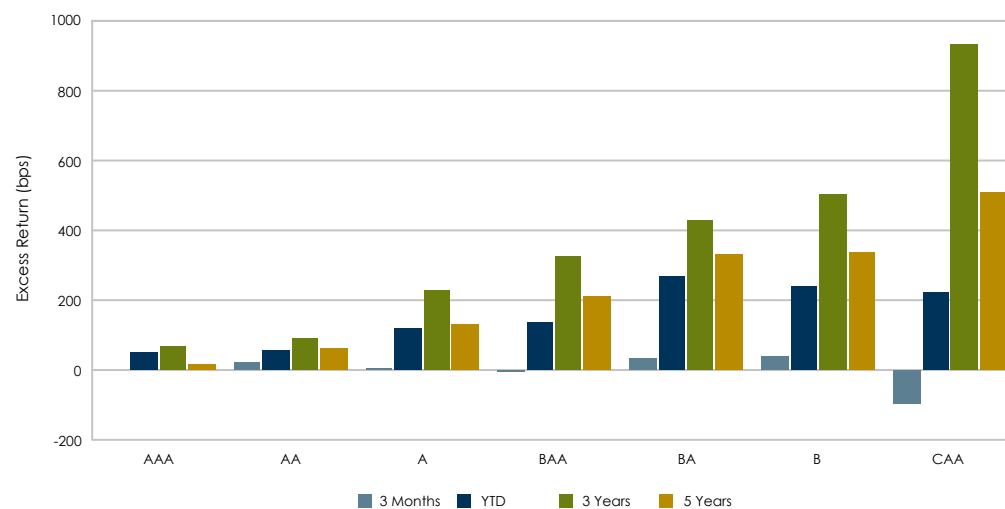
Nominal Returns by Maturity (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
1-3 Yr.	1.18	5.38	4.81	1.98
3-5 Yr.	1.32	7.31	5.21	1.12
5-7 Yr.	1.36	8.34	5.19	0.29
7-10 Yr.	1.52	8.89	4.79	-0.93
10+ Yr.	0.00	6.65	2.84	-5.02

Excess Returns by Sector



Excess Returns by Quality



Source: Bloomberg

Excess returns are relative to the duration-neutral Treasury.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

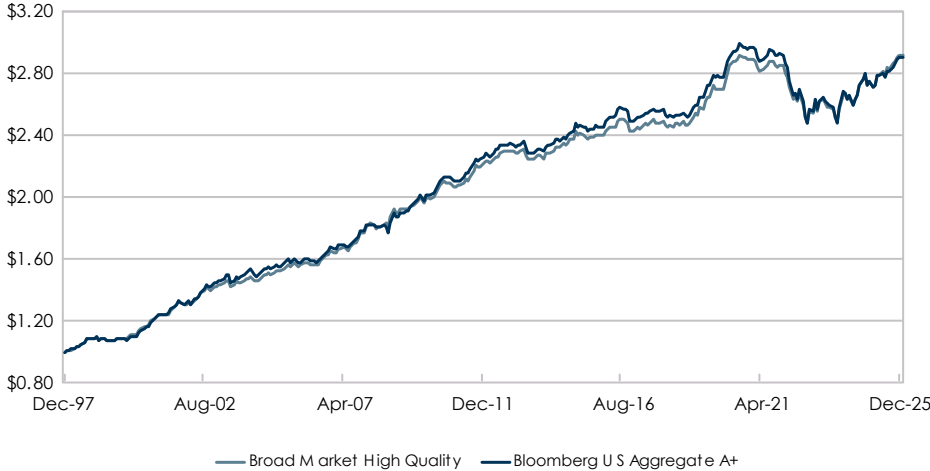
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ▪ Strategy Expanded High Quality Fixed Income ▪ Manager Atlanta Capital Management Company ▪ Vehicle Separately Managed Account ▪ Benchmark Barclays Aggregate A+ ▪ Performance Inception Date January 1998 ▪ Fees Manager Fees - 15 bps; Admin Fees - 14.5 bps ▪ Total Expenses Approximately 32 bps 	<ul style="list-style-type: none"> ▪ Minimum initial investment \$50,000 ▪ Minimum subsequent investments \$5,000 ▪ Minimum redemption \$5,000 ▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ▪ The Portfolio is valued on the last business day of the month. ▪ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ▪ Invests in Government and high quality securities while maintaining an average maturity of approximately eight and one-half years. ▪ Outperform the Bloomberg US Aggregate A+ over a complete market cycle (usually 3 to 5 years). ▪ Rank above median in a relevant peer group universe. ▪ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government. 			
		FYTD	
		1 Year	
	Beginning Market Value	199,824	168,303
	Net Additions	10,469	30,866
	Return on Investment	2,585	13,709
	Income	2,177	7,237
	Gain/Loss	409	6,472
	Ending Market Value	212,878	212,878

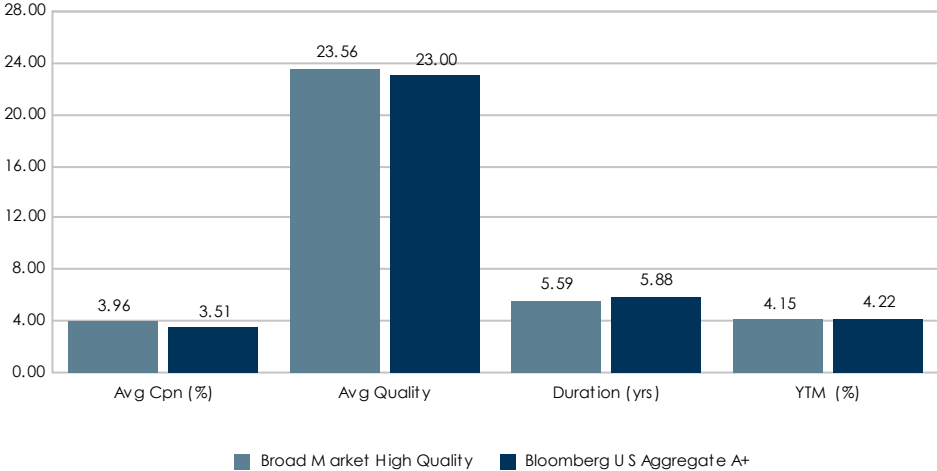
FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

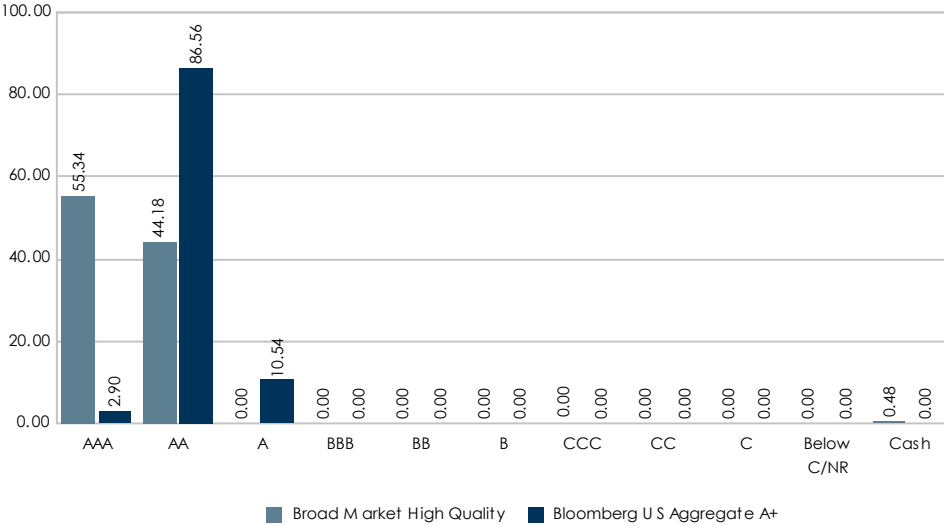
Growth of a Dollar



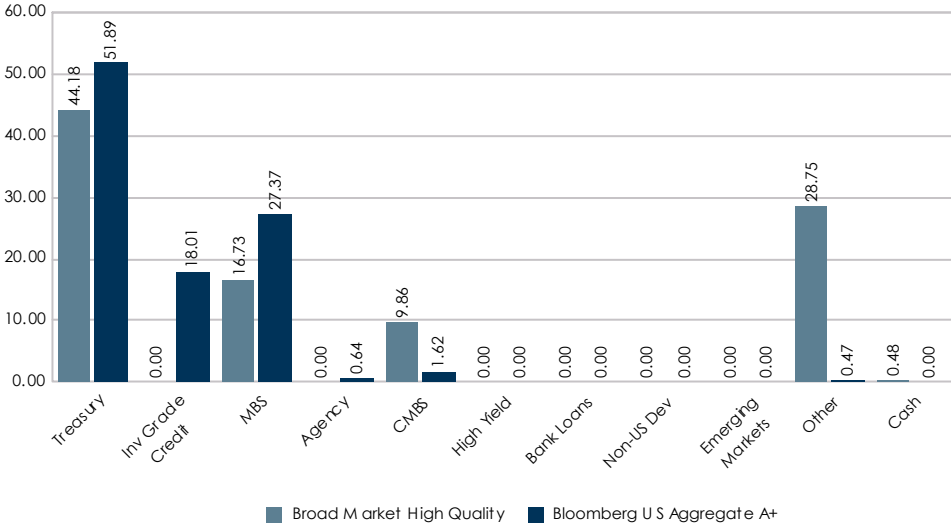
Characteristics



Quality Allocation



Sector Allocation

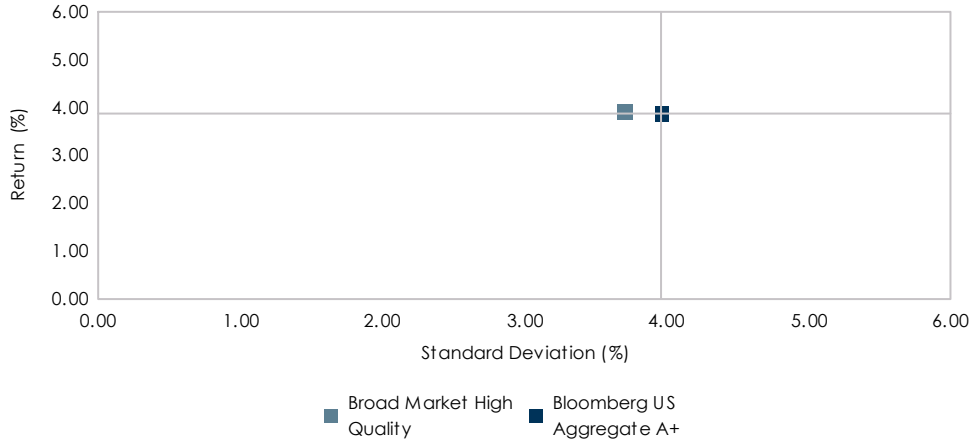


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144

FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

Risk / Return Since Jan 1998



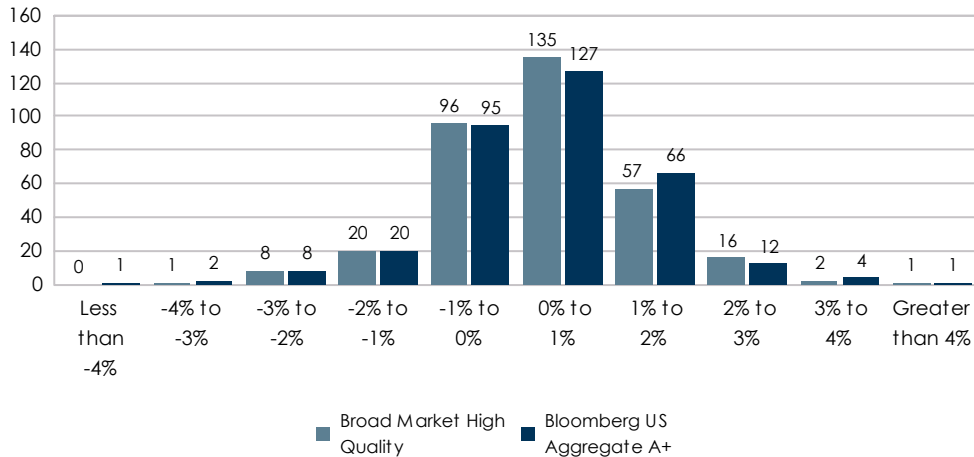
Portfolio Statistics Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Return (%)	3.90	3.88
Standard Deviation (%)	3.70	3.97
Sharpe Ratio	0.50	0.46

Benchmark Relative Statistics

Beta	0.91
R Squared (%)	95.30
Alpha (%)	0.35
Tracking Error (%)	0.88
Batting Average (%)	49.70
Up Capture (%)	94.46
Down Capture (%)	89.01

Return Histogram Since Jan 1998

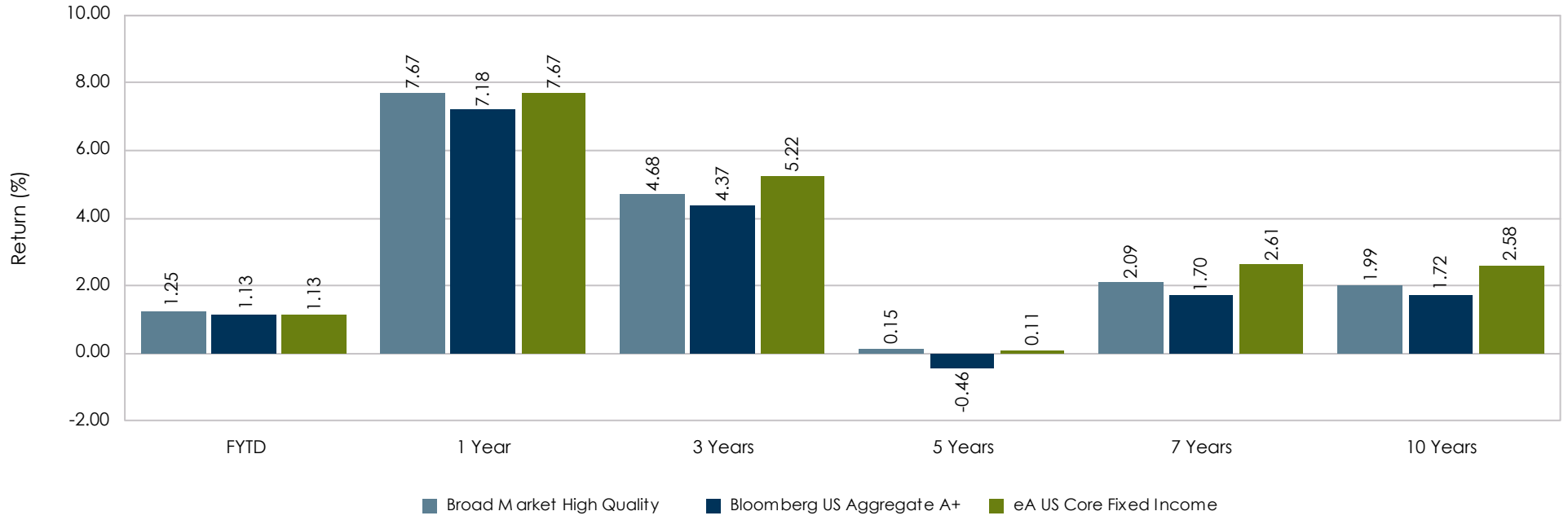


Return Analysis Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Number of Months	336	336
Highest Monthly Return (%)	4.01	4.30
Lowest Monthly Return (%)	-3.40	-4.18
Number of Positive Months	211	210
Number of Negative Months	125	126
% of Positive Months	62.80	62.50

FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

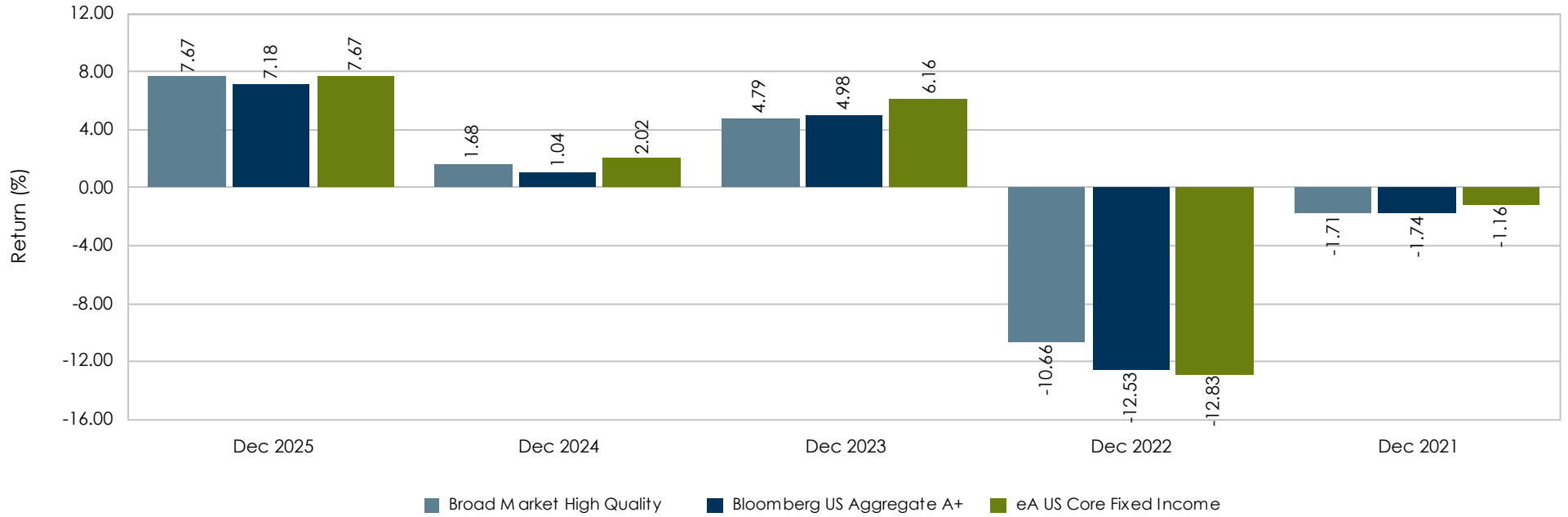


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	18	51	93	46	95	99
5th Percentile	1.37	8.48	6.21	1.08	3.34	3.26
25th Percentile	1.21	7.92	5.56	0.37	2.84	2.78
50th Percentile	1.13	7.67	5.22	0.11	2.61	2.58
75th Percentile	1.04	7.46	5.06	-0.07	2.42	2.39
95th Percentile	0.89	7.05	4.62	-0.39	2.09	2.17
Observations	196	196	194	191	182	174

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

FMIvT Broad Market High Quality Bond Fund

For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	51	74	98	11	85
5th Percentile	8.48	3.49	7.42	-8.33	0.50
25th Percentile	7.92	2.52	6.54	-12.22	-0.65
50th Percentile	7.67	2.02	6.16	-12.83	-1.16
75th Percentile	7.46	1.65	5.73	-13.27	-1.53
95th Percentile	7.05	1.19	5.19	-14.25	-2.12
Observations	196	229	246	247	248

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

Investment Guidelines
Broad Market High Quality Bond Fund
 For the Periods Ending December 31, 2025

Portfolio Sector Allocations	Max.%	Min. %	Actual Portfolio	Within Guidelines?	Comments
U.S. Govt Oblig., U.S. Govt Agency Oblig, or U.S. Govt Instrum. Oblig.	75.00%	30.00%	44.18%	Yes	
Mortgage Securities including CMO's	50.00%	0.00%	28.26%	Yes	
Corporate and Yankee Debt Obligations	30.00%	0.00%	0.00%	Yes	
Asset Backed Securities	30.00%	0.00%	27.08%	Yes	
Reverse Repurchase Agreements and/or other forms of financial leverage *	30.00%	0.00%	0.00%	Yes	
Other (Cash)	25.00%	0.00%	0.48%	Yes	
Portfolio Duration/Quality	Policy Expectations		Actual Portfolio	Within Guidelines?	Comments
Modified Duration					
Portfolio should maintain a duration equal to the Bloomberg US Aggregate A+ Index plus or minus 30% but no greater than 7 years.	4.12 to 7.00		5.59	Yes	
Credit quality					
Portfolio should Maintain a minimum bond fund rating of AA (Fitch).	AAf			Yes	
Individual Securities				Within Guidelines?	Comments
Minimum credit rating of A by any NRSRO for all corporate securities.				Yes	
Maximum of 3% at time of purchase and 5% of the portfolio value may be invested in corporate securities of an individual issuer.			0.00%	Yes	Largest Position Noted
A maximum of 5% of the portfolio, at market, may be invested in individual trusts of ABS and Non-Agency CMOs.			2.22%	Yes	Largest Position Noted
Final stated maturity of 31.0 years or less for all securities.				Yes	

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

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

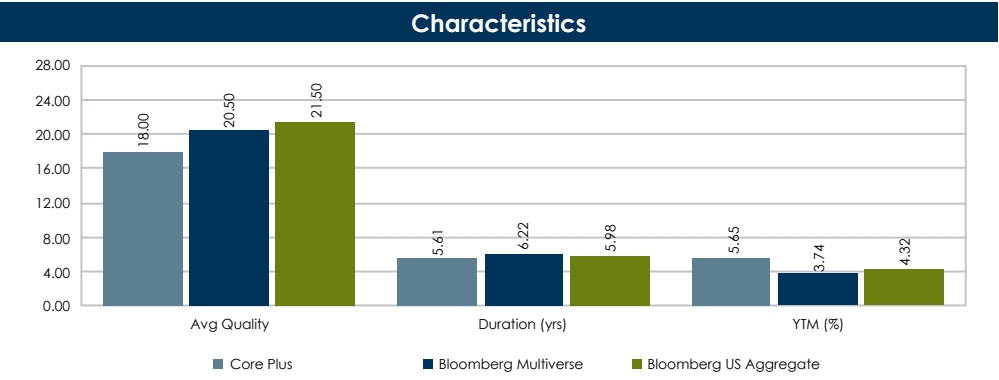
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ▪ Strategy Core Plus Fixed Income ▪ Manager Pioneer Institutional Investment ▪ Vehicle Non-Mutual Commingled ▪ Benchmark Barclays Multiverse ▪ Performance Inception Date April 2014 ▪ Fees Manager Fee - 55 bps; Admin Fee - 14.5 bps ▪ Total Expenses Approximately 72 bps 	<ul style="list-style-type: none"> ▪ Minimum initial investment \$50,000 ▪ Minimum subsequent investments \$5,000 ▪ Minimum redemption \$5,000 ▪ The Portfolio is open once a month, on the first business day following a Portfolio Valuation date, to accept Member contributions or redemptions. ▪ The Portfolio is valued on the last business day of the month. ▪ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)																
<ul style="list-style-type: none"> ▪ Invests in a broad spectrum of fixed and floating rate debt securities that are diversified by credit quality, geography and duration. ▪ Outperform the Bloomberg Multiverse over a complete market cycle (usually 3 to 5 years). ▪ Rank above median in a relevant peer group universe. ▪ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government. 																	
		<table border="0"> <tr> <td></td> <td style="text-align: center;">FYTD</td> <td style="text-align: center;">1 Year</td> </tr> <tr> <td>Beginning Market Value</td> <td style="text-align: right;">192,994</td> <td style="text-align: right;">162,770</td> </tr> <tr> <td>Net Additions</td> <td style="text-align: right;">270</td> <td style="text-align: right;">14,659</td> </tr> <tr> <td>Return on Investment</td> <td style="text-align: right;">2,658</td> <td style="text-align: right;">18,492</td> </tr> <tr> <td>Ending Market Value</td> <td style="text-align: right;">195,922</td> <td style="text-align: right;">195,922</td> </tr> </table>		FYTD	1 Year	Beginning Market Value	192,994	162,770	Net Additions	270	14,659	Return on Investment	2,658	18,492	Ending Market Value	195,922	195,922
	FYTD	1 Year															
Beginning Market Value	192,994	162,770															
Net Additions	270	14,659															
Return on Investment	2,658	18,492															
Ending Market Value	195,922	195,922															

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

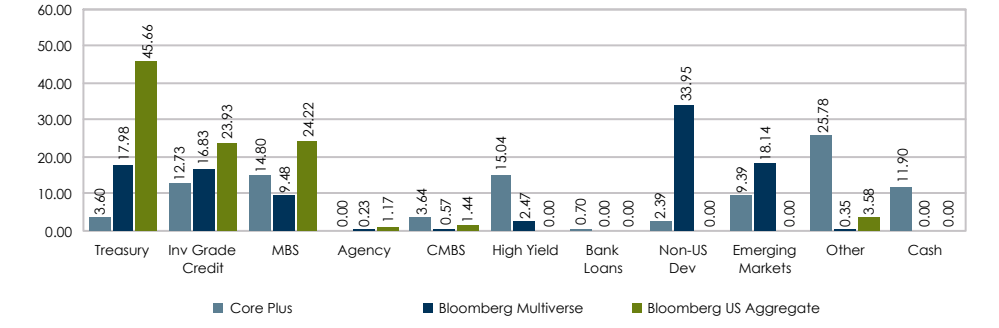
Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Core Plus	195,922	100.00
Pioneer MSFI	195,922	100.00



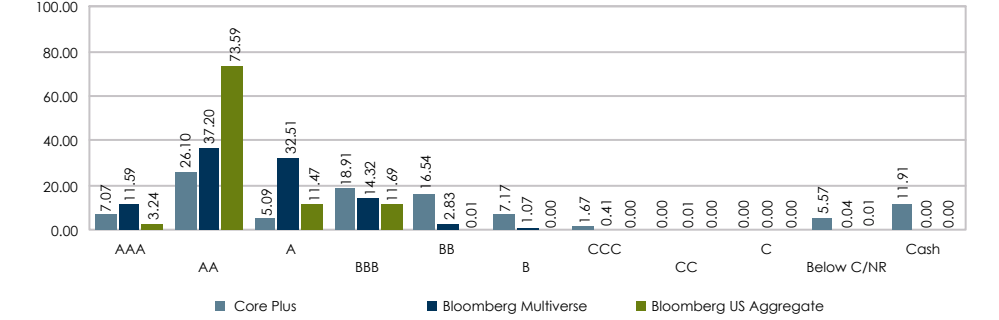
Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	192,994	162,770
Net Additions	270	14,659
Return on Investment	2,658	18,492
Ending Market Value	195,922	195,922

Sector Allocation



Quality Allocation

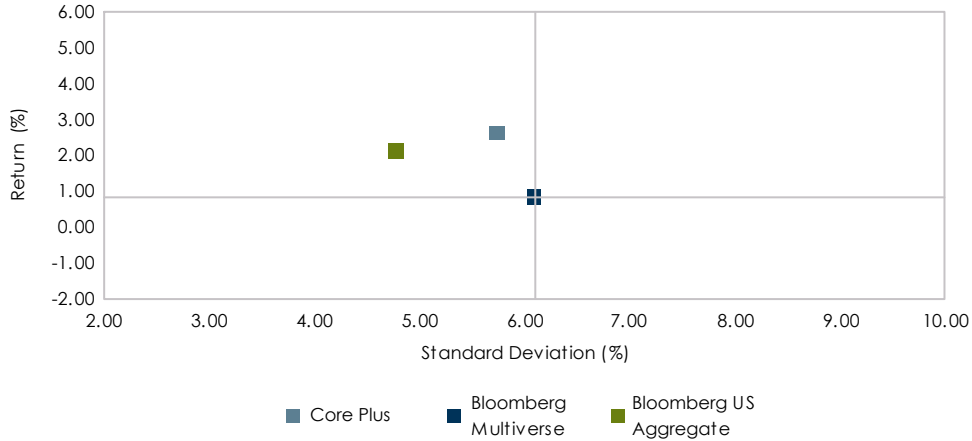


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As and TIPS.

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

Risk / Return Since Apr 2014



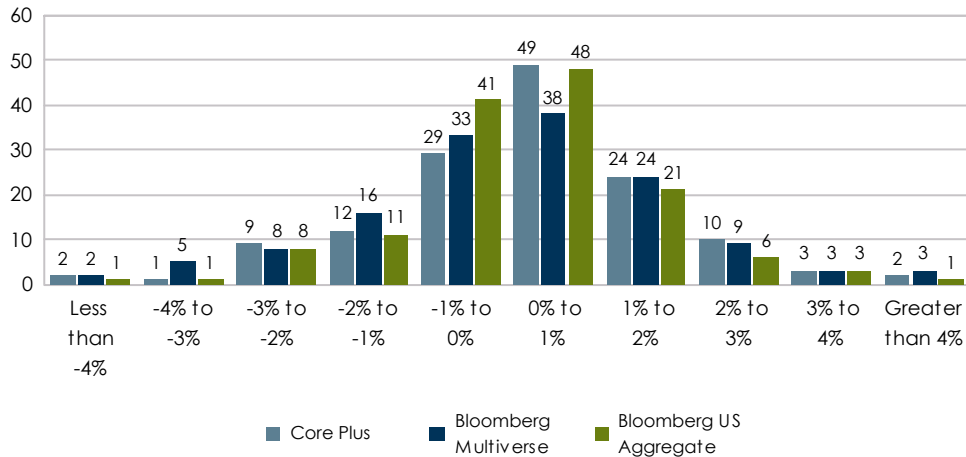
Portfolio Statistics Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	2.64	0.82	2.10
Standard Deviation (%)	5.74	6.09	4.76
Sharpe Ratio	0.14	-0.17	0.05

Benchmark Relative Statistics

	Bloomberg Multiverse	Bloomberg US Aggregate
Beta	0.66	0.79
R Squared (%)	49.07	42.46
Alpha (%)	2.13	1.05
Tracking Error (%)	4.59	4.48
Batting Average (%)	58.87	58.87
Up Capture (%)	69.90	81.32
Down Capture (%)	46.80	65.83

Return Histogram Since Apr 2014

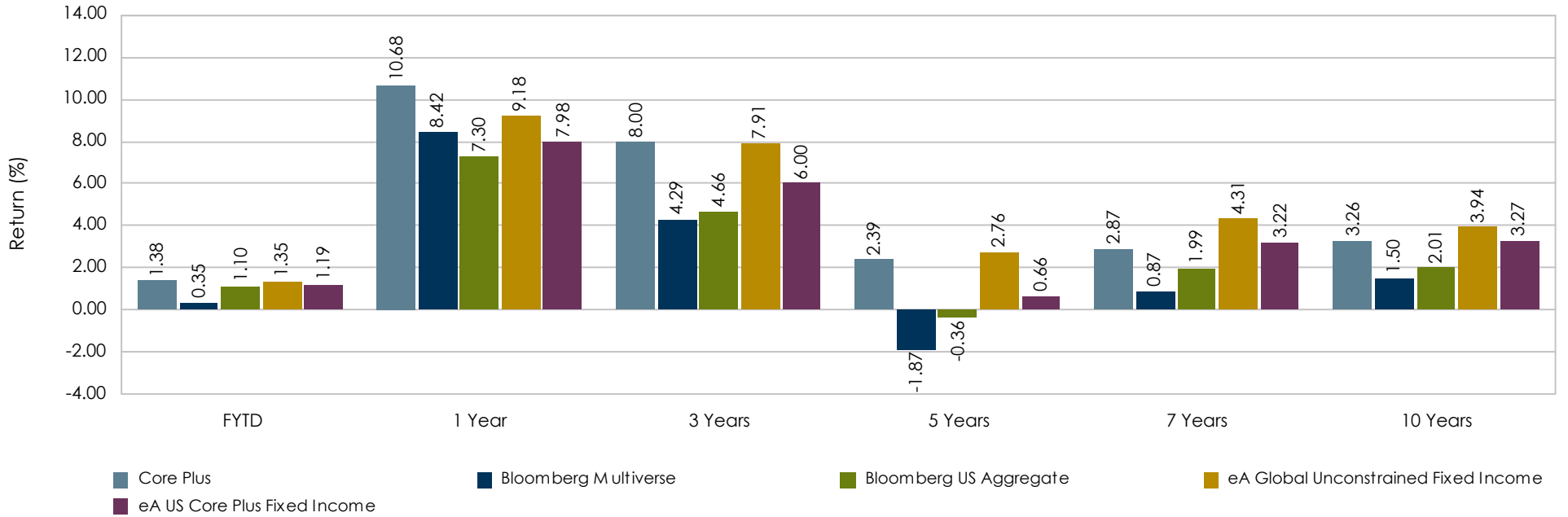


Return Analysis Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	141	141	141
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-8.40	-5.44	-4.32
Number of Positive Months	88	77	79
Number of Negative Months	53	64	62
% of Positive Months	62.41	54.61	56.03

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

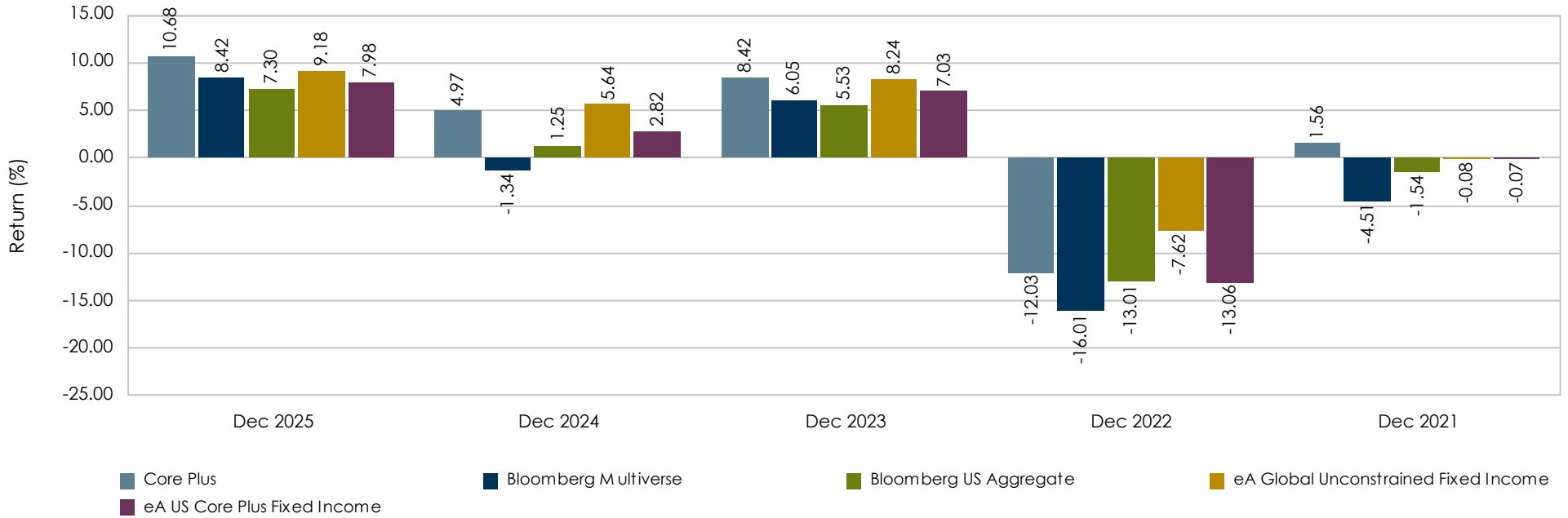


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	49 / 12	38 / 2	49 / 3	59 / 7	87 / 76	75 / 52
5th Percentile	3.22 / 1.54	20.13 / 9.39	12.13 / 7.33	6.01 / 2.59	7.30 / 4.52	5.58 / 4.46
25th Percentile	1.55 / 1.29	13.86 / 8.45	8.99 / 6.49	3.99 / 1.15	5.02 / 3.72	4.68 / 3.73
50th Percentile	1.35 / 1.19	9.18 / 7.98	7.91 / 6.00	2.76 / 0.66	4.31 / 3.22	3.94 / 3.27
75th Percentile	0.89 / 1.08	7.58 / 7.77	6.50 / 5.60	1.64 / 0.35	3.60 / 2.90	3.24 / 2.90
95th Percentile	0.32 / 0.90	5.32 / 7.31	4.77 / 5.02	-0.56 / -0.16	2.28 / 2.53	2.06 / 2.56
Observations	78 / 131	78 / 130	78 / 129	75 / 124	69 / 117	61 / 106

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

FMIvT Core Plus Fixed Income Fund

For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	38 / 2	55 / 8	48 / 7	77 / 21	26 / 11
5th Percentile	20.13 / 9.39	10.50 / 5.98	14.43 / 8.82	1.92 / -7.08	4.48 / 2.69
25th Percentile	13.86 / 8.45	7.00 / 3.49	10.34 / 7.68	-3.18 / -12.32	1.59 / 0.45
50th Percentile	9.18 / 7.98	5.64 / 2.82	8.24 / 7.03	-7.62 / -13.06	-0.08 / -0.07
75th Percentile	7.58 / 7.77	1.62 / 2.29	6.87 / 6.44	-11.90 / -13.84	-3.00 / -0.70
95th Percentile	5.32 / 7.31	-4.10 / 1.20	3.40 / 5.71	-19.75 / -15.37	-7.12 / -1.64
Observations	78 / 130	95 / 141	94 / 148	103 / 144	105 / 145

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

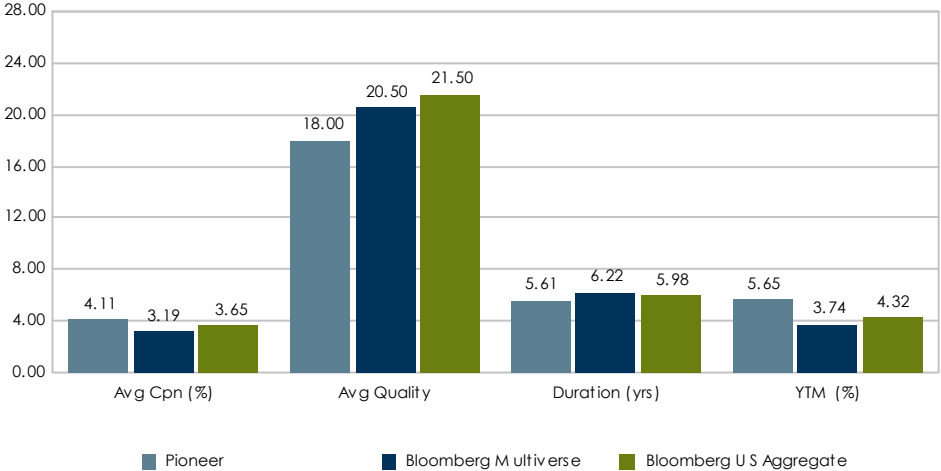
Pioneer MSFI

For the Periods Ending December 31, 2025

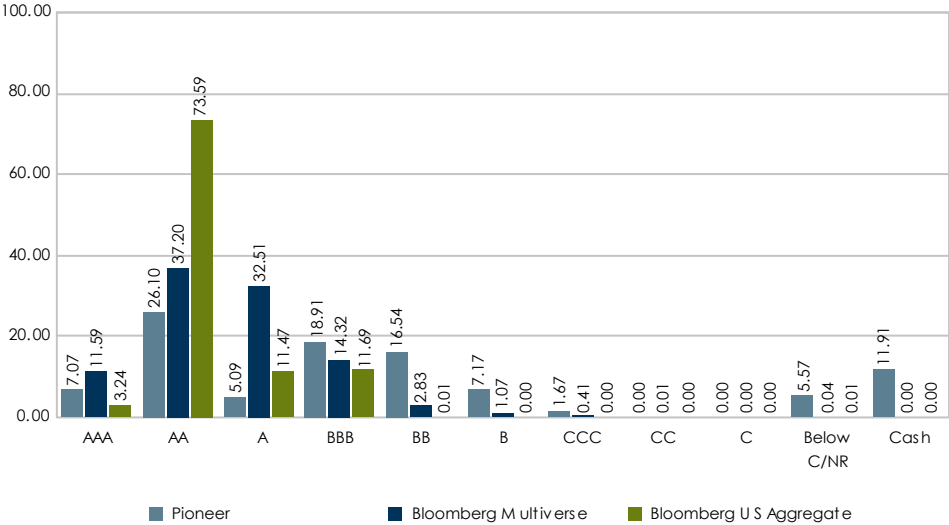
Growth of a Dollar



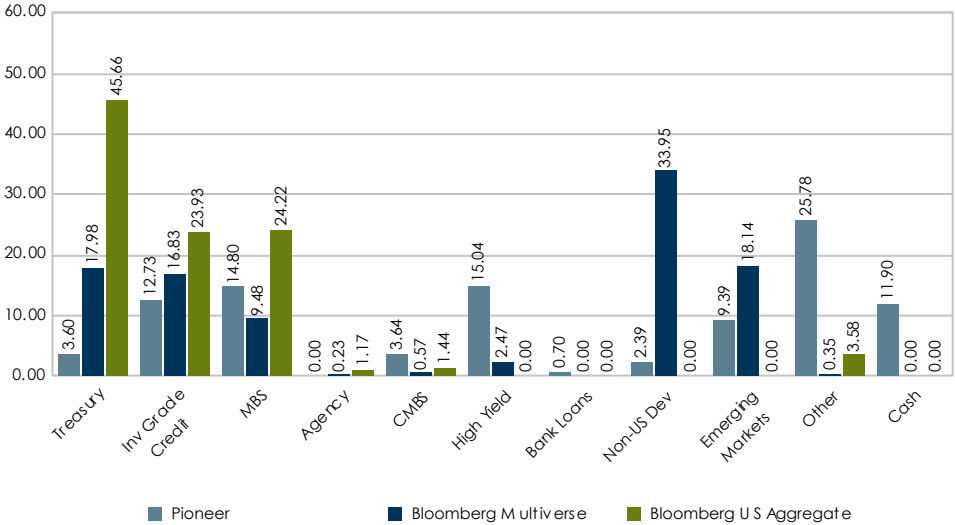
Characteristics



Quality Allocation



Sector Allocation



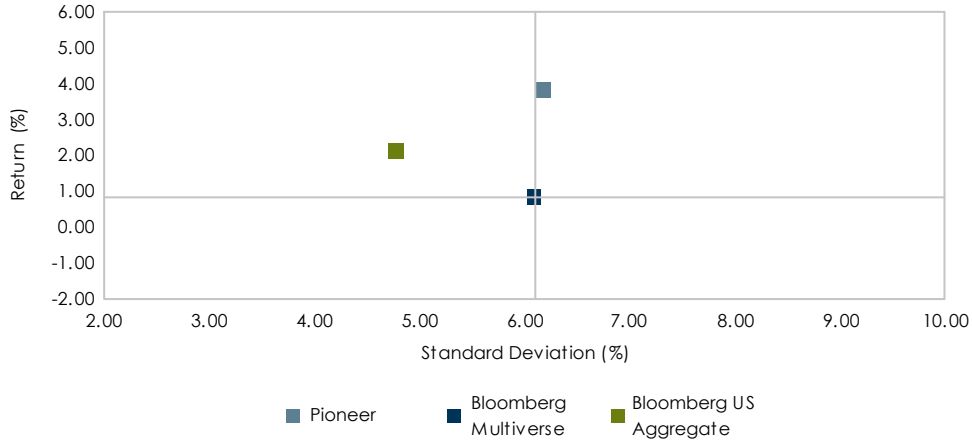
Characteristic and allocation charts represents the composite data of the Pioneer Multi-Sector Fixed Income.

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

Pioneer MSFI

For the Periods Ending December 31, 2025

Risk / Return Since Apr 2014



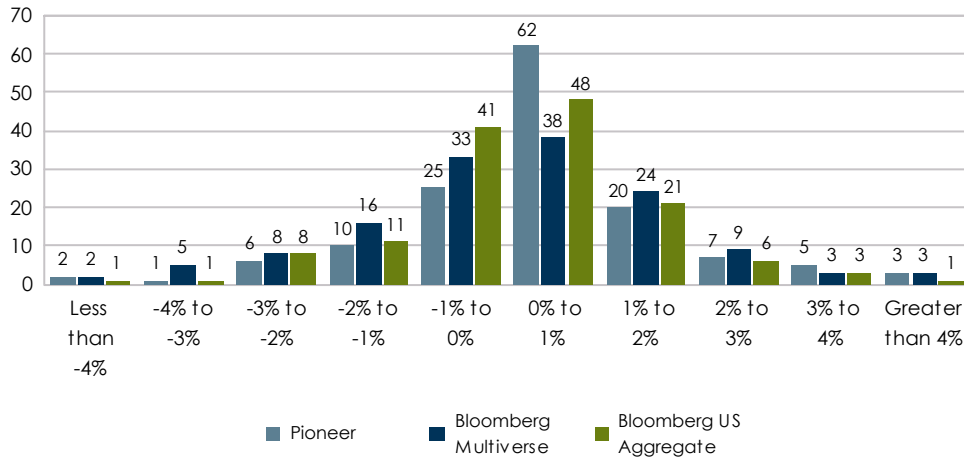
Portfolio Statistics Since Apr 2014

	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	3.81	0.82	2.10
Standard Deviation (%)	6.18	6.09	4.76
Sharpe Ratio	0.32	-0.17	0.05

Benchmark Relative Statistics

	Bloomberg Multiverse	Bloomberg US Aggregate
Beta	0.77	0.93
R Squared (%)	57.54	51.21
Alpha (%)	3.22	1.93
Tracking Error (%)	4.27	4.33
Batting Average (%)	65.96	62.41
Up Capture (%)	91.16	111.17
Down Capture (%)	54.18	82.54

Return Histogram Since Apr 2014

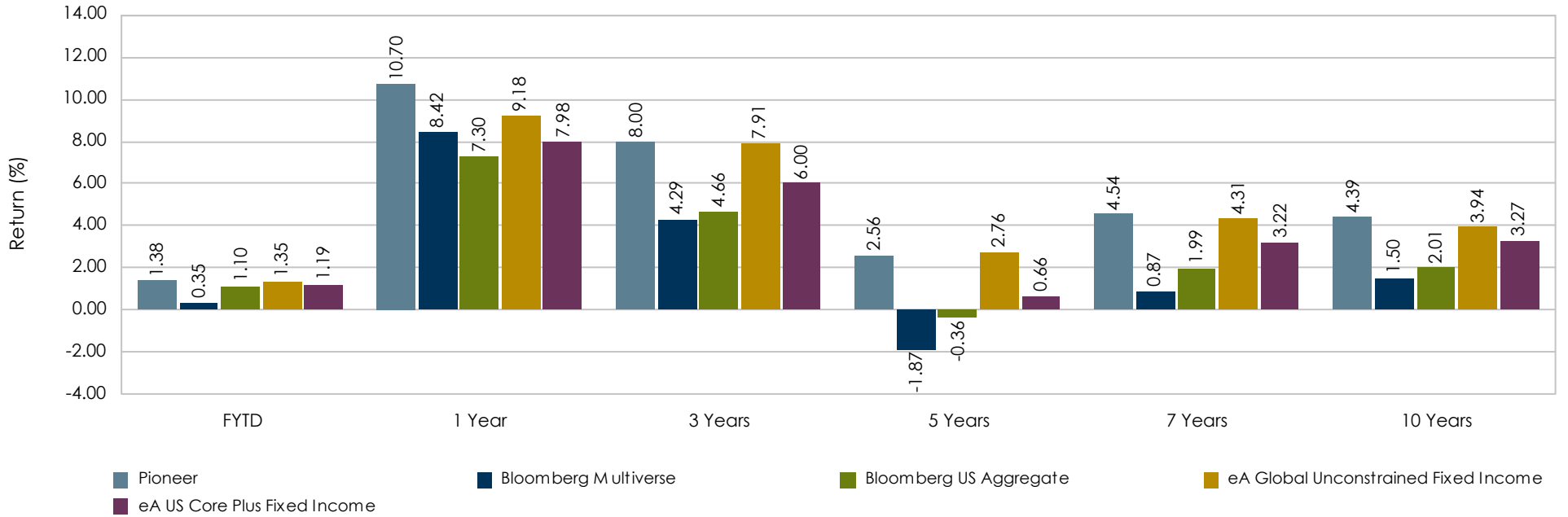


Return Analysis Since Apr 2014

	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	141	141	141
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-11.69	-5.44	-4.32
Number of Positive Months	97	77	79
Number of Negative Months	44	64	62
% of Positive Months	68.79	54.61	56.03

Pioneer MSFI

For the Periods Ending December 31, 2025

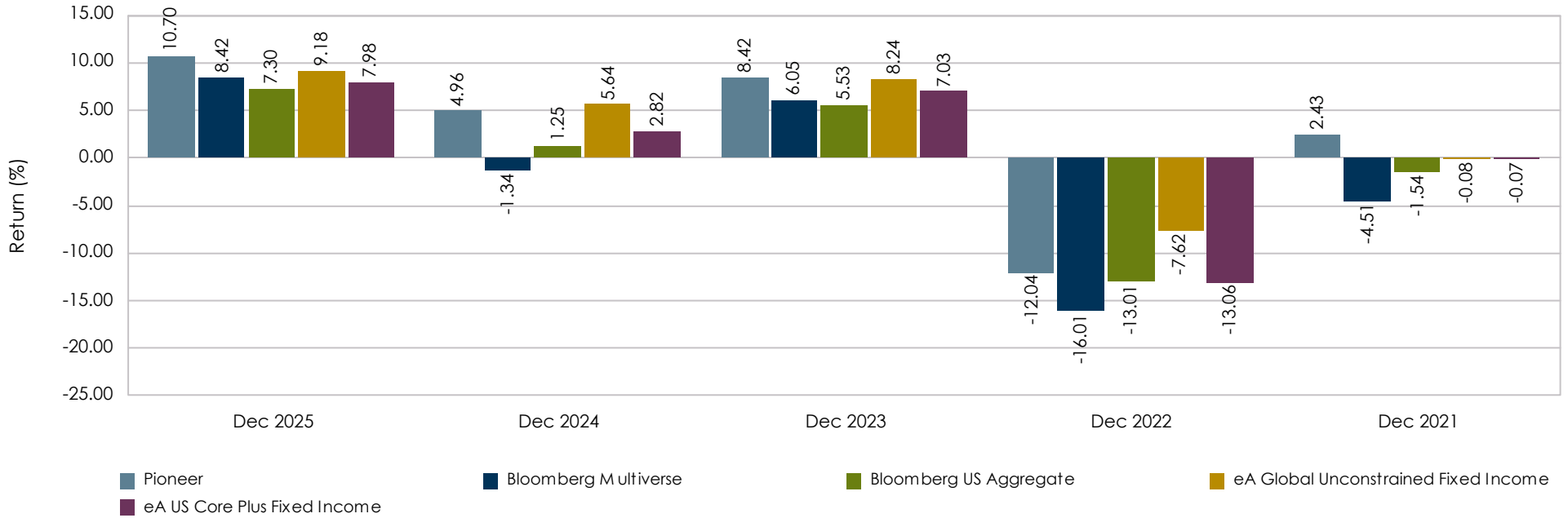


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	49 / 12	38 / 2	49 / 3	56 / 6	39 / 5	37 / 6
5th Percentile	3.22 / 1.54	20.13 / 9.39	12.13 / 7.33	6.01 / 2.59	7.30 / 4.52	5.58 / 4.46
25th Percentile	1.55 / 1.29	13.86 / 8.45	8.99 / 6.49	3.99 / 1.15	5.02 / 3.72	4.68 / 3.73
50th Percentile	1.35 / 1.19	9.18 / 7.98	7.91 / 6.00	2.76 / 0.66	4.31 / 3.22	3.94 / 3.27
75th Percentile	0.89 / 1.08	7.58 / 7.77	6.50 / 5.60	1.64 / 0.35	3.60 / 2.90	3.24 / 2.90
95th Percentile	0.32 / 0.90	5.32 / 7.31	4.77 / 5.02	-0.56 / -0.16	2.28 / 2.53	2.06 / 2.56
Observations	78 / 131	78 / 130	78 / 129	75 / 124	69 / 117	61 / 106

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

Pioneer MSFI

For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	38 / 2	55 / 8	48 / 7	77 / 21	14 / 7
5th Percentile	20.13 / 9.39	10.50 / 5.98	14.43 / 8.82	1.92 / -7.08	4.48 / 2.69
25th Percentile	13.86 / 8.45	7.00 / 3.49	10.34 / 7.68	-3.18 / -12.32	1.59 / 0.45
50th Percentile	9.18 / 7.98	5.64 / 2.82	8.24 / 7.03	-7.62 / -13.06	-0.08 / -0.07
75th Percentile	7.58 / 7.77	1.62 / 2.29	6.87 / 6.44	-11.90 / -13.84	-3.00 / -0.70
95th Percentile	5.32 / 7.31	-4.10 / 1.20	3.40 / 5.71	-19.75 / -15.37	-7.12 / -1.64
Observations	78 / 130	95 / 141	94 / 148	103 / 144	105 / 145

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

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ■ Strategy Large Cap US Equity ■ Manager State Street ■ Vehicle Non-Mutual Commingled ■ Benchmark A blend of Russell 1000 and S&P 500 ■ Performance Inception Date October 2017 ■ Fees Manager Fee - 6 bps; Admin Fee - 14.5 bps ■ Total Expenses Approximately 23 bps 	<ul style="list-style-type: none"> ■ Minimum initial investment \$50,000 ■ Minimum subsequent investments \$5,000 ■ Minimum redemption \$5,000 ■ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ■ The Portfolio is valued on the last business day of the month. ■ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

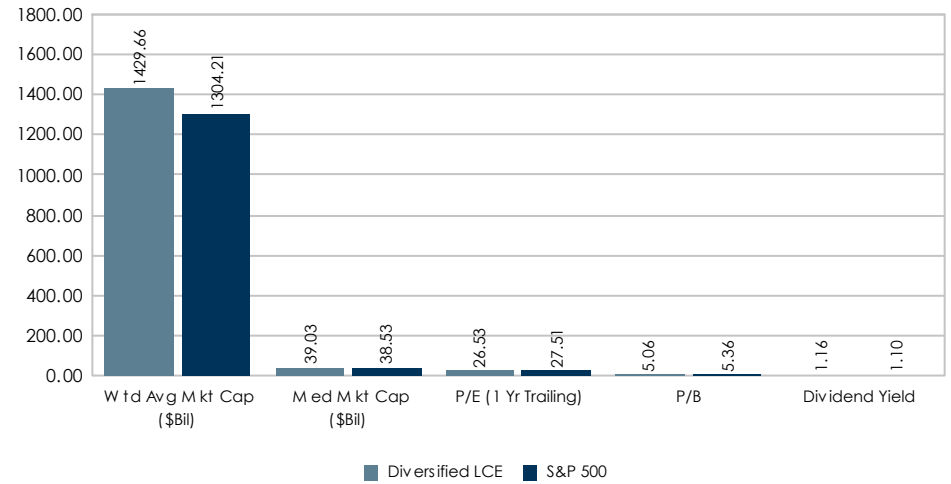
Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ■ Invests in large cap US stocks that are diversified by industry and sector. ■ Outperform the LC Benchmark over a complete market cycle (usually 3 to 5 years). ■ Rank above median in a relevant peer group universe. ■ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC. 		FYTD	1 Year
	Beginning Market Value	364,878	307,392
	Net Additions	-1,505	16,122
	Return on Investment	9,654	49,513
	Ending Market Value	373,027	373,027

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Diversified LCE	373,027	100.00
SSgA S&P 500 Index	373,027	100.00

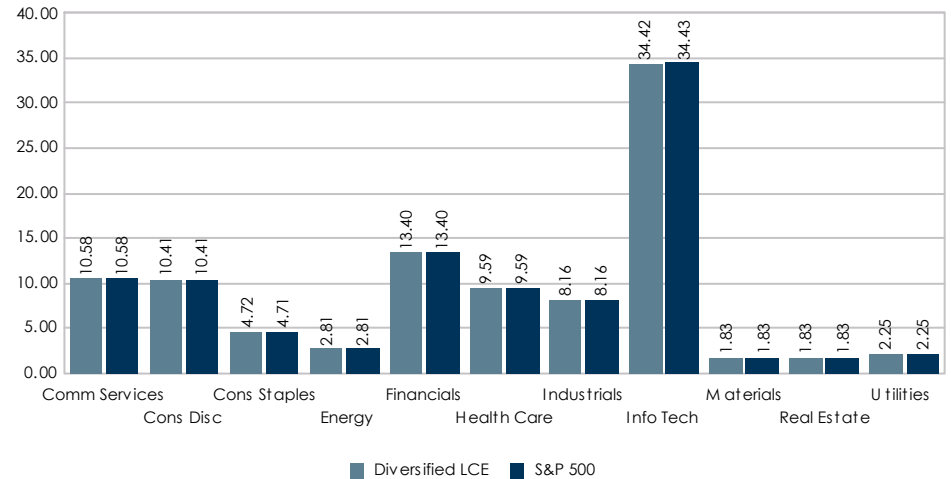
Characteristics



Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	364,878	307,392
Net Additions	-1,505	16,122
Return on Investment	9,654	49,513
Ending Market Value	373,027	373,027

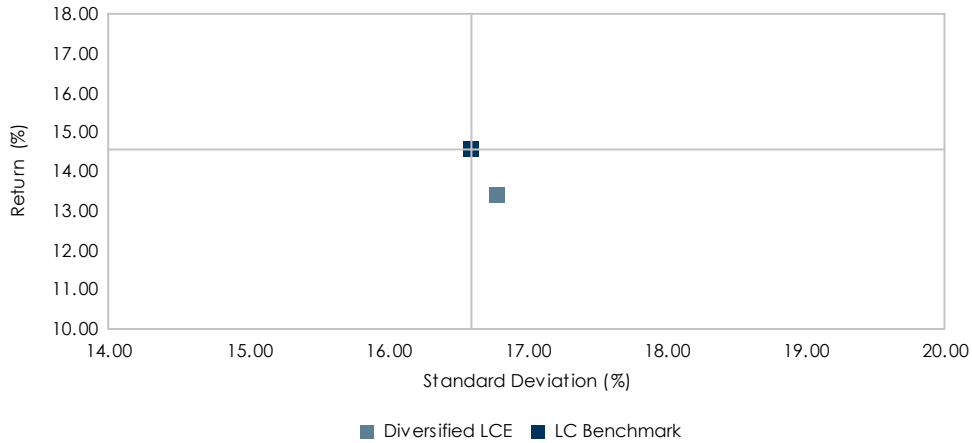
Sector Allocation



FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Oct 2017



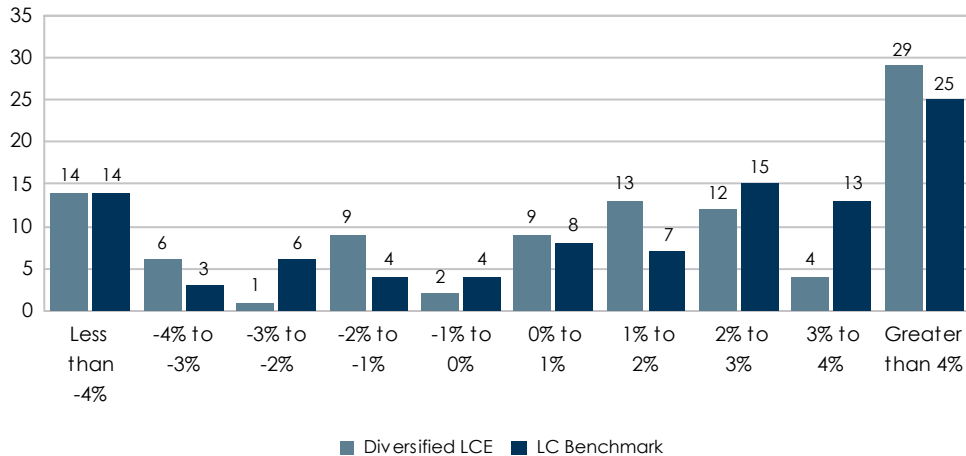
Portfolio Statistics Since Oct 2017

	Diversified LCE	LC Benchmark
Return (%)	13.35	14.53
Standard Deviation (%)	16.79	16.60
Sharpe Ratio	0.64	0.72

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	97.50
Alpha (%)	-0.99
Tracking Error (%)	2.66
Batting Average (%)	44.44
Up Capture (%)	94.99
Down Capture (%)	99.05

Return Histogram Since Oct 2017

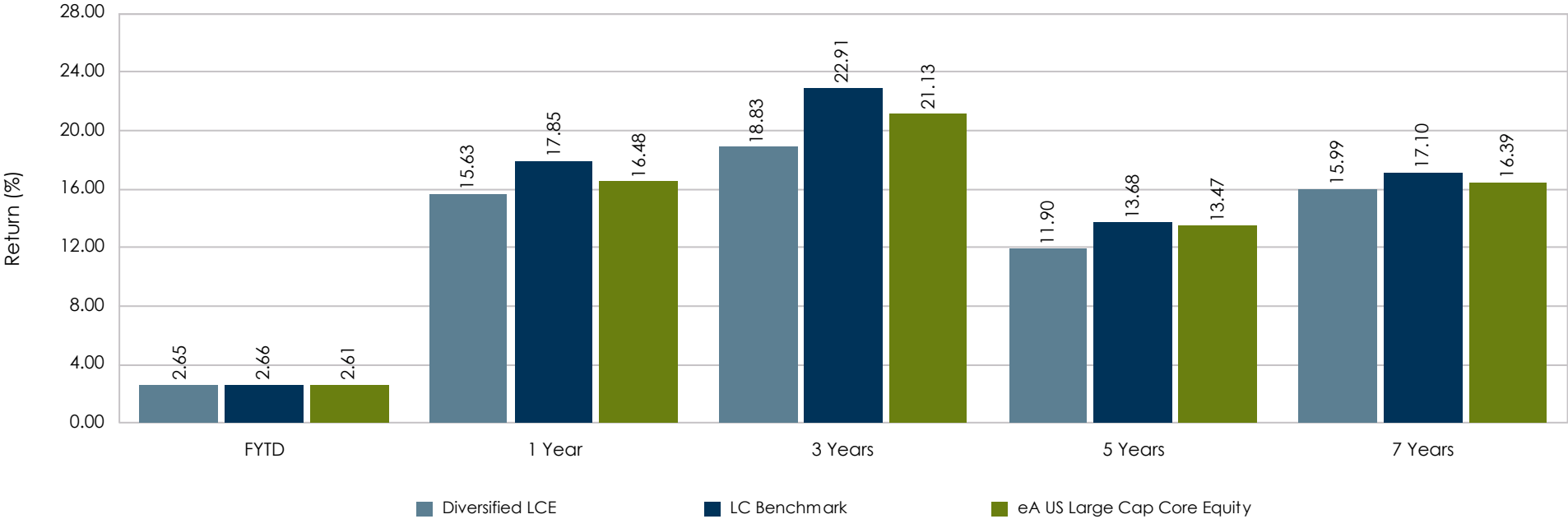


Return Analysis Since Oct 2017

	Diversified LCE	LC Benchmark
Number of Months	99	99
Highest Monthly Return (%)	13.79	13.21
Lowest Monthly Return (%)	-14.99	-13.21
Number of Positive Months	67	68
Number of Negative Months	32	31
% of Positive Months	67.68	68.69

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

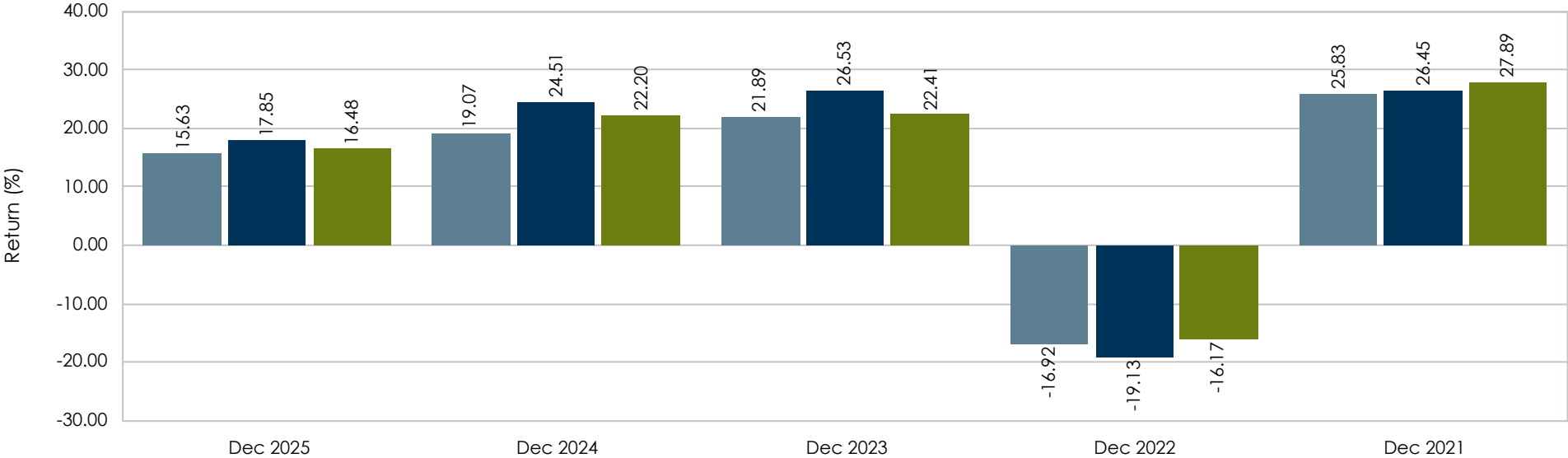


	FYTD	1 Year	3 Years	5 Years	7 Years
Ranking	49	56	64	72	59
5th Percentile	5.08	22.21	26.98	16.88	19.25
25th Percentile	3.52	18.91	23.71	15.12	17.65
50th Percentile	2.61	16.48	21.13	13.47	16.39
75th Percentile	1.31	12.95	17.08	11.48	15.00
95th Percentile	-0.76	7.62	11.53	8.91	11.98
Observations	380	380	373	350	325

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

FMIvT Diversified Large Cap Equity Portfolio

For the One Year Periods Ending December



■ Diversified LCE ■ LC Benchmark ■ eA US Large Cap Core Equity

Ranking	56	67	53	57	67
5th Percentile	22.21	30.54	33.00	-4.17	33.62
25th Percentile	18.91	26.02	26.91	-12.14	30.16
50th Percentile	16.48	22.20	22.41	-16.17	27.89
75th Percentile	12.95	16.91	16.91	-18.81	24.82
95th Percentile	7.62	10.95	8.45	-22.53	19.11
Observations	380	433	401	392	395

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

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

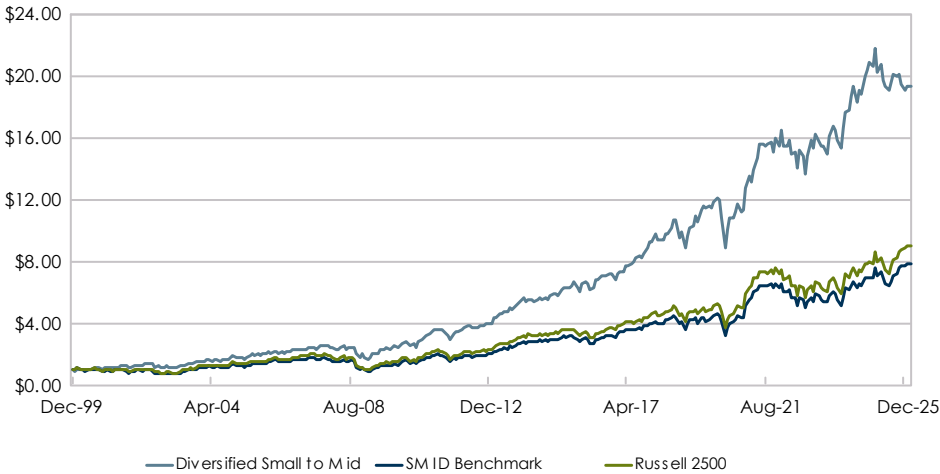
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ▪ Strategy Small to Mid (SMID) (Strategy change in 2010) ▪ Manager Atlanta Capital Management Company ▪ Vehicle Separately Managed Account ▪ Benchmark A blend of Russell 2500 and Russell 2000 ▪ Performance Inception Date January 2000 ▪ Fees Manager Fee - 45 bps; Admin Fee - 14.5 bps ▪ Total Expenses Approximately 62 bps 	<ul style="list-style-type: none"> ▪ Minimum initial investment \$50,000 ▪ Minimum subsequent investments \$5,000 ▪ Minimum redemption \$5,000 ▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ▪ The Portfolio is valued on the last business day of the month. ▪ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)																						
<ul style="list-style-type: none"> ▪ Invests in small to mid cap core style common stocks of companies domiciled in the US or traded on the New York Stock Exchange. ▪ Outperform a blended index of the Russell 2500 beginning June 1, 2010 and the Russell 2000 prior to that, over a complete market cycle (usually 3 to 5 years). ▪ Rank above median in a relevant peer group universe. ▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC. 																							
		<table border="0"> <thead> <tr> <th></th> <th style="text-align: center;">FYTD</th> <th style="text-align: center;">1 Year</th> </tr> </thead> <tbody> <tr> <td>Beginning Market Value</td> <td style="text-align: right;">216,553</td> <td style="text-align: right;">213,916</td> </tr> <tr> <td>Net Additions</td> <td style="text-align: right;">12,462</td> <td style="text-align: right;">24,496</td> </tr> <tr> <td>Return on Investment</td> <td style="text-align: right;">-949</td> <td style="text-align: right;">-10,345</td> </tr> <tr> <td style="padding-left: 20px;">Income</td> <td style="text-align: right;">662</td> <td style="text-align: right;">2,280</td> </tr> <tr> <td style="padding-left: 20px;">Gain/Loss</td> <td style="text-align: right;">-1,611</td> <td style="text-align: right;">-12,625</td> </tr> <tr> <td>Ending Market Value</td> <td style="text-align: right;">228,066</td> <td style="text-align: right;">228,066</td> </tr> </tbody> </table>		FYTD	1 Year	Beginning Market Value	216,553	213,916	Net Additions	12,462	24,496	Return on Investment	-949	-10,345	Income	662	2,280	Gain/Loss	-1,611	-12,625	Ending Market Value	228,066	228,066
	FYTD	1 Year																					
Beginning Market Value	216,553	213,916																					
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Gain/Loss	-1,611	-12,625																					
Ending Market Value	228,066	228,066																					

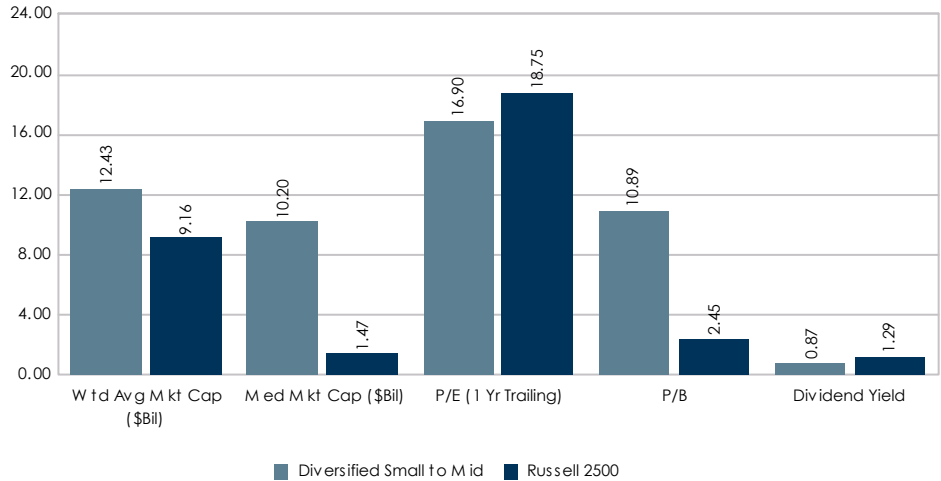
FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

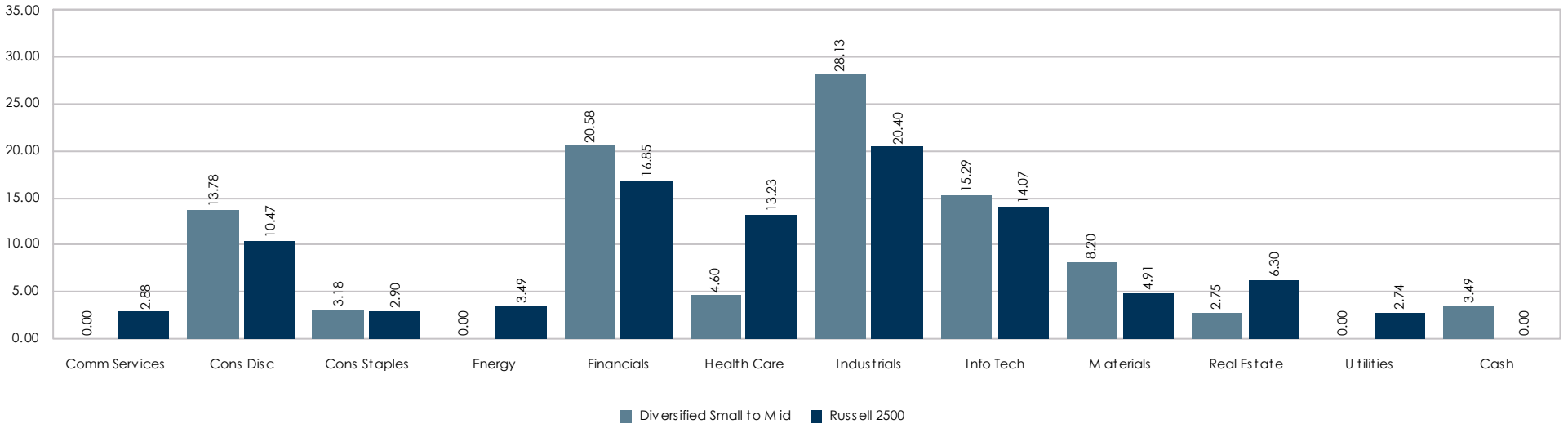
Growth of a Dollar



Characteristics



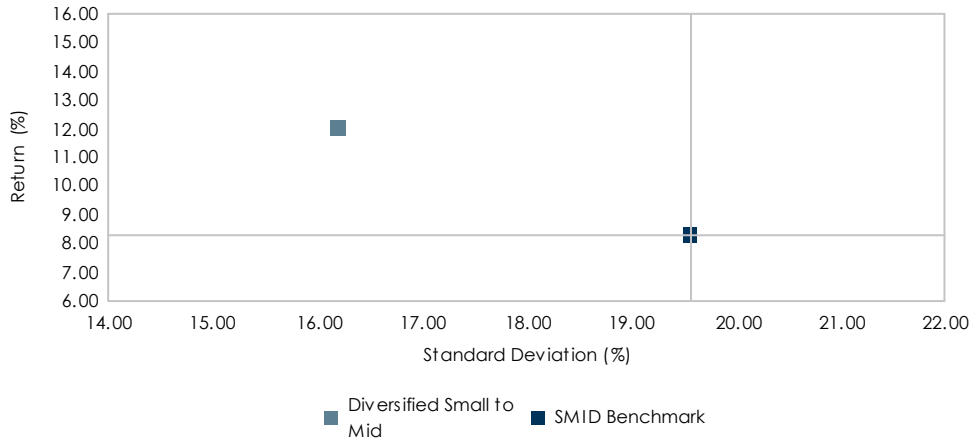
Sector Allocation



FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Jan 2000



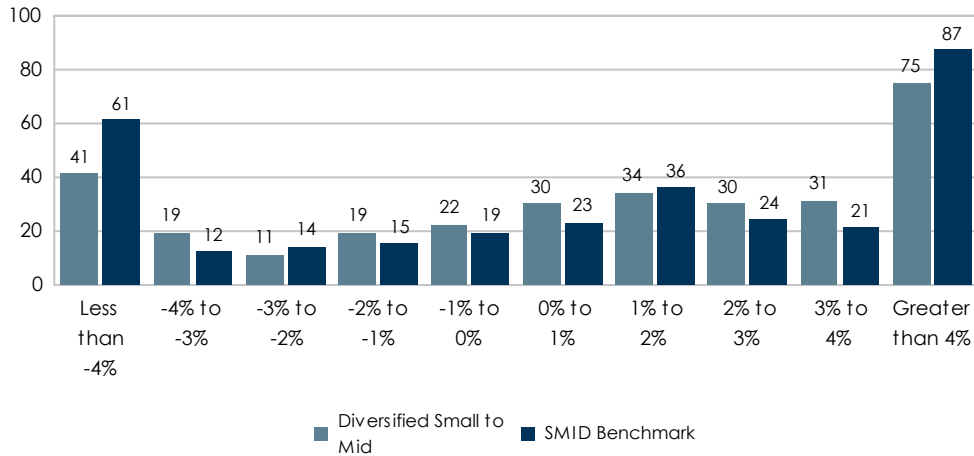
Portfolio Statistics Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Return (%)	12.06	8.28
Standard Deviation (%)	16.20	19.56
Sharpe Ratio	0.63	0.33

Benchmark Relative Statistics

Beta	0.76
R Squared (%)	84.67
Alpha (%)	5.34
Tracking Error (%)	7.87
Batting Average (%)	51.92
Up Capture (%)	82.67
Down Capture (%)	72.09

Return Histogram Since Jan 2000

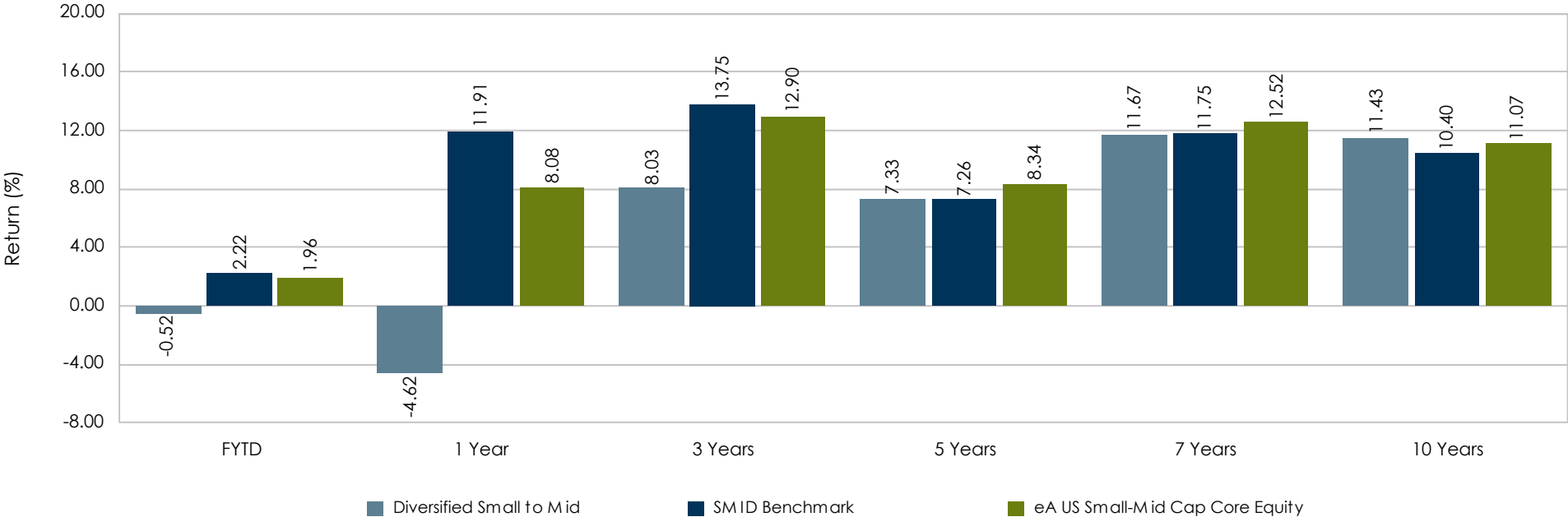


Return Analysis Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Number of Months	312	312
Highest Monthly Return (%)	15.00	16.51
Lowest Monthly Return (%)	-17.49	-21.70
Number of Positive Months	200	191
Number of Negative Months	112	121
% of Positive Months	64.10	61.22

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

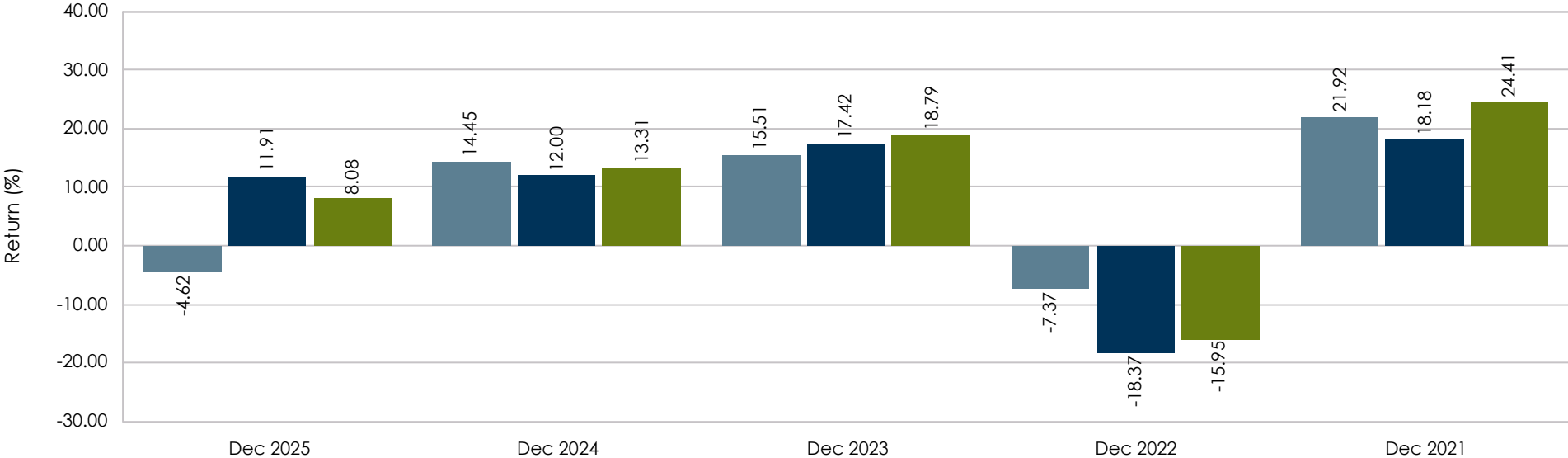


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	78	97	89	63	64	40
5th Percentile	6.14	19.77	21.11	15.12	17.06	14.83
25th Percentile	2.81	14.02	15.58	10.57	14.01	12.02
50th Percentile	1.96	8.08	12.90	8.34	12.52	11.07
75th Percentile	-0.47	2.68	9.99	6.11	10.79	9.85
95th Percentile	-3.72	-4.47	6.66	3.96	8.95	8.60
Observations	98	98	93	90	78	58

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

FMIvT Diversified SMID Cap Equity Portfolio

For the One Year Periods Ending December



■ Diversified Small to Mid ■ SMID Benchmark ■ eA US Small-Mid Cap Core Equity

Ranking	97	41	67	8	67
5th Percentile	19.77	25.23	28.60	-4.74	35.43
25th Percentile	14.02	16.40	21.62	-12.05	30.36
50th Percentile	8.08	13.31	18.79	-15.95	24.41
75th Percentile	2.68	10.38	14.45	-19.23	20.49
95th Percentile	-4.47	5.19	8.30	-26.03	13.88
Observations	98	103	106	100	97

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

Investment Guidelines
Diversified Small to Mid (SMID) Cap Equity Portfolio

For the Periods Ending December 31, 2025

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector				
Communication Services	30.00%	0.00%	Yes	
Consumer Discretionary	30.00%	13.78%	Yes	
Consumer Staples	30.00%	3.18%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	20.58%	Yes	
Health Care	30.00%	4.60%	Yes	
Industrials	30.00%	28.13%	Yes	
Information Technology	30.00%	15.29%	Yes	
Materials	30.00%	8.20%	Yes	
Real Estate	30.00%	2.75%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.00%	3.49%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.00%	4.14%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.00%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.00%	0.00%	Yes	
A maximum of 10% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	10.00%	0.00%	Yes	

FMIvT International Equity Portfolio

For the Periods Ending December 31, 2025

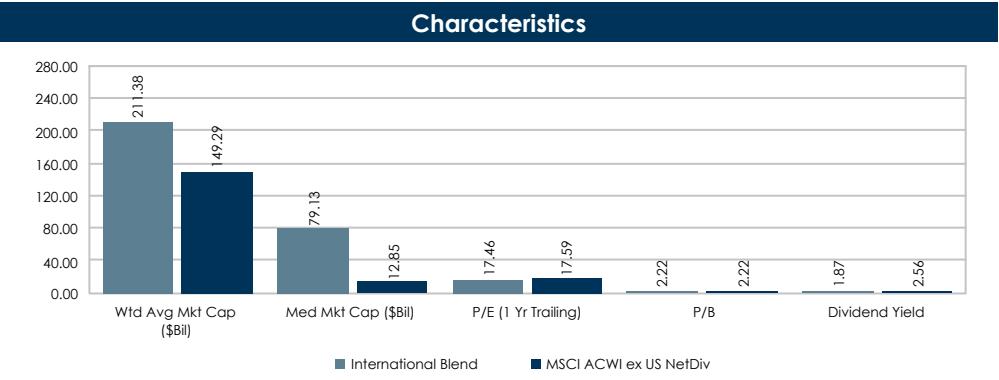
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ▪ Strategy International Equity ▪ Manager Ninety One Asset Management and Allspring Global Investments ▪ Vehicle Non-Mutual Commingled ▪ Benchmark MSCI ACWI ex US ▪ Performance Inception Date June 2005 (Manager changes April 2011, October 2014 & October 2017) ▪ Fees Manager Fee - 43 bps; Admin Fee - 14.5 bps ▪ Total Expenses Approximately 59 bps 	<ul style="list-style-type: none"> ▪ Minimum initial investment \$50,000 ▪ Minimum subsequent investments \$5,000 ▪ Minimum redemption \$5,000 ▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ▪ The Portfolio is valued on the last business day of the month. ▪ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ▪ Invests in developed and emerging markets outside the US. Maintains approximately equal weightings to both growth and value securities through a systematic rebalancing process. ▪ Outperform the MSCI ACWI ex US NetDiv over a complete market cycle (usually 3 to 5 years). ▪ Rank above median in a relevant peer group universe. ▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Investments in foreign securities generally pose greater risk than domestic securities. 			
		FYTD	
		1 Year	
	Beginning Market Value	282,955	227,207
	Net Additions	-418	-10,890
	Return on Investment	4,156	70,375
	Ending Market Value	286,692	286,692

FMIvT International Equity Portfolio

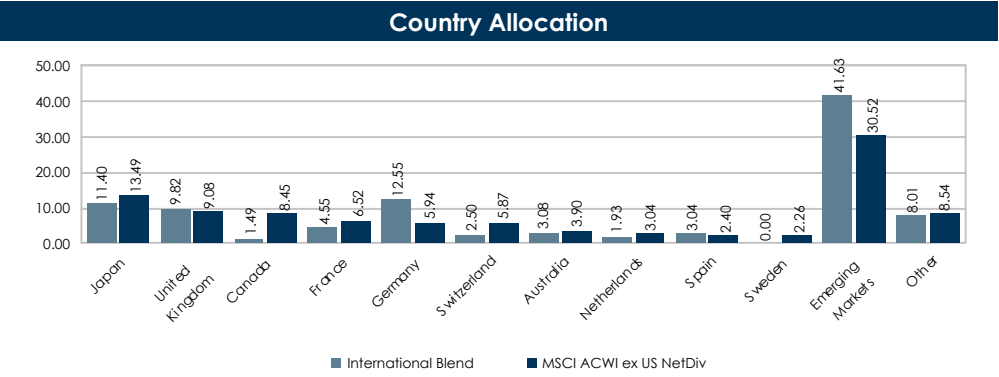
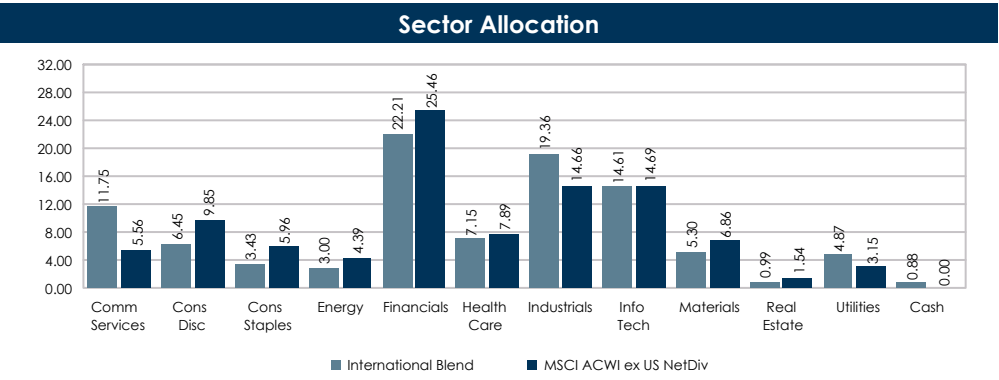
For the Periods Ending December 31, 2025

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total International Blend	286,692	100.00
Ninety One International Equity Fund	263,386	91.87
Allspring EM Large/Mid Cap Eq	23,307	8.13



Dollar Growth Summary (\$000s)

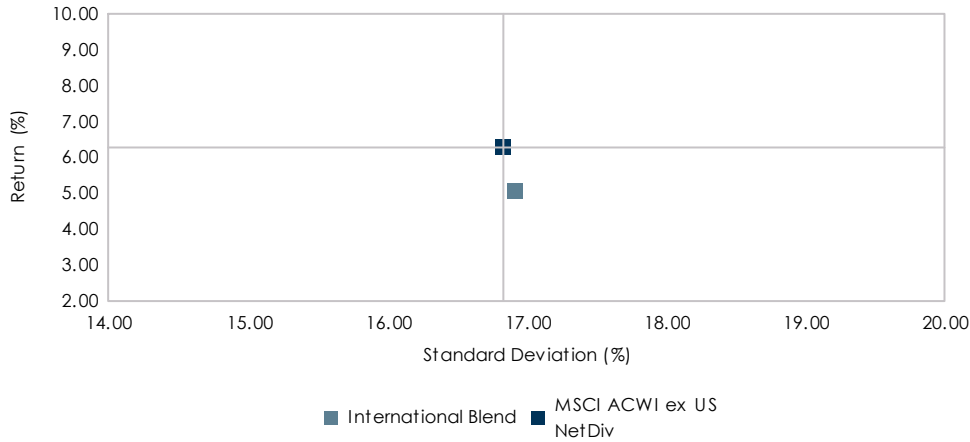
	FYTD	1 Year
Beginning Market Value	282,955	227,207
Net Additions	-418	-10,890
Return on Investment	4,156	70,375
Ending Market Value	286,692	286,692



FMIvT International Equity Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Jul 2005



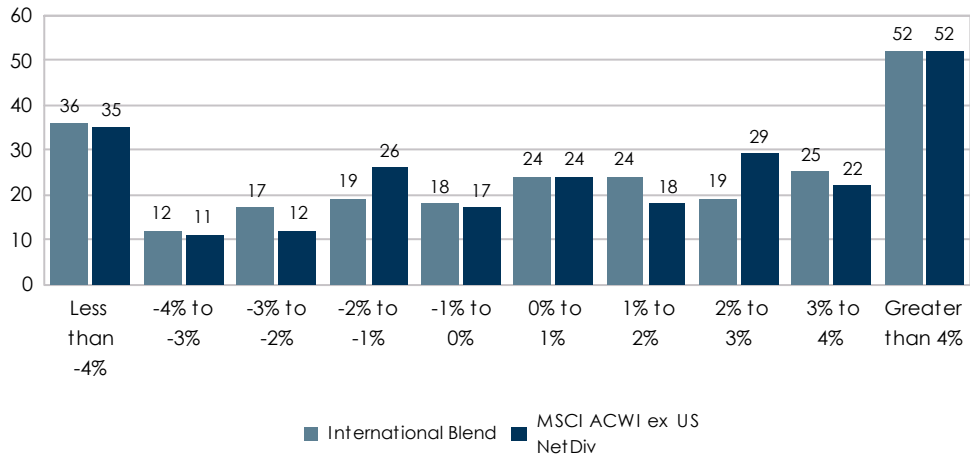
Portfolio Statistics Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Return (%)	5.04	6.29
Standard Deviation (%)	16.92	16.83
Sharpe Ratio	0.20	0.27

Benchmark Relative Statistics

Beta	0.98
R Squared (%)	94.64
Alpha (%)	-0.99
Tracking Error (%)	3.94
Batting Average (%)	47.56
Up Capture (%)	95.72
Down Capture (%)	101.17

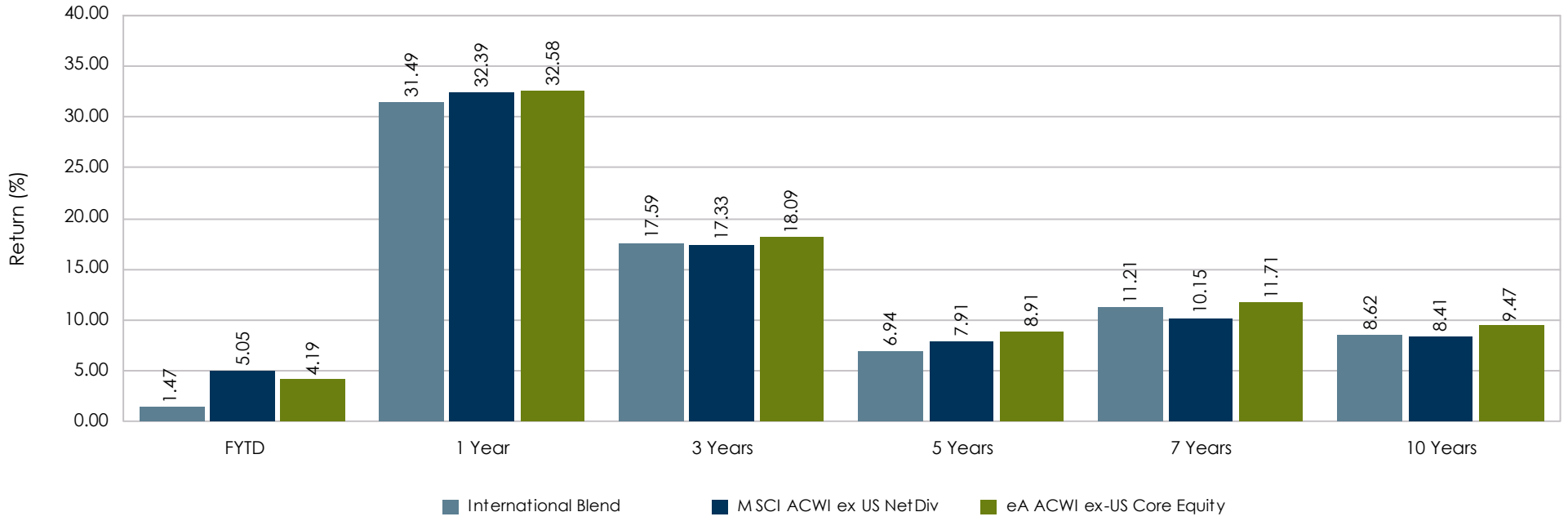
Return Histogram Since Jul 2005



Return Analysis Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Number of Months	246	246
Highest Monthly Return (%)	12.03	13.63
Lowest Monthly Return (%)	-21.48	-22.02
Number of Positive Months	144	145
Number of Negative Months	102	101
% of Positive Months	58.54	58.94

FMIvT International Equity Portfolio
 For the Periods Ending December 31, 2025

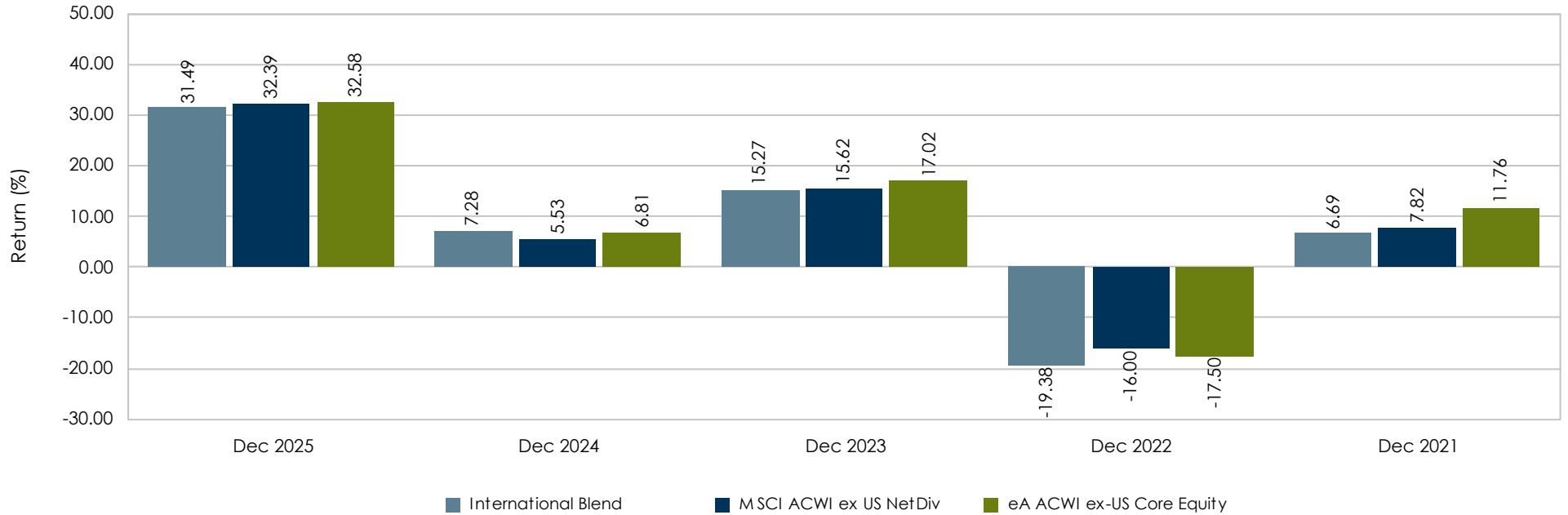


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	86	56	54	75	59	72
5th Percentile	7.44	44.27	24.39	13.98	14.67	11.69
25th Percentile	5.60	36.51	20.52	10.74	13.12	10.36
50th Percentile	4.19	32.58	18.09	8.91	11.71	9.47
75th Percentile	2.50	27.01	15.95	6.83	10.39	8.46
95th Percentile	-0.47	14.66	11.28	3.02	8.31	7.10
Observations	173	173	163	150	136	118

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

FMIvT International Equity Portfolio

For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	56	47	72	67	84
5th Percentile	44.27	13.86	23.21	-9.72	21.54
25th Percentile	36.51	9.96	19.88	-14.46	14.50
50th Percentile	32.58	6.81	17.02	-17.50	11.76
75th Percentile	27.01	3.83	14.85	-20.46	8.64
95th Percentile	14.66	0.16	10.86	-30.09	1.81
Observations	173	183	176	171	171

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

Investment Guidelines

International Equity Portfolio

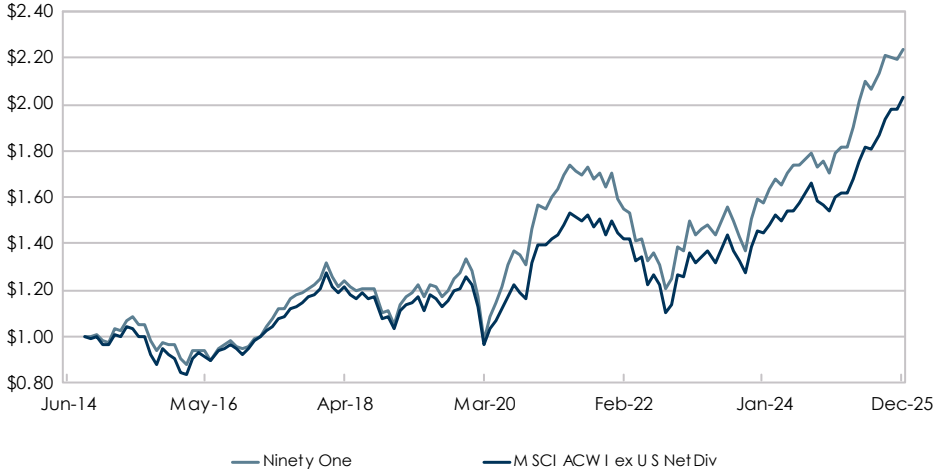
For the Periods Ending December 31, 2025

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Comments
Ninety One International Equity Fund	90.00%	80% - 100%	91.87%	Yes	
Allspring EM Large/Mid Cap Eq Fund	10.00%	0% - 20%	8.13%	Yes	
Allocation		Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.		10.0%	0.88%	Yes	

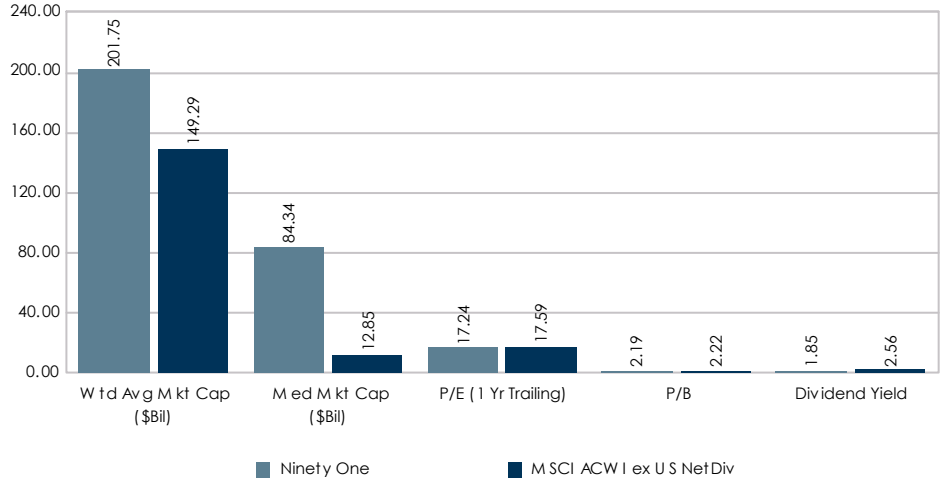
Ninety One International Equity Fund

For the Periods Ending December 31, 2025

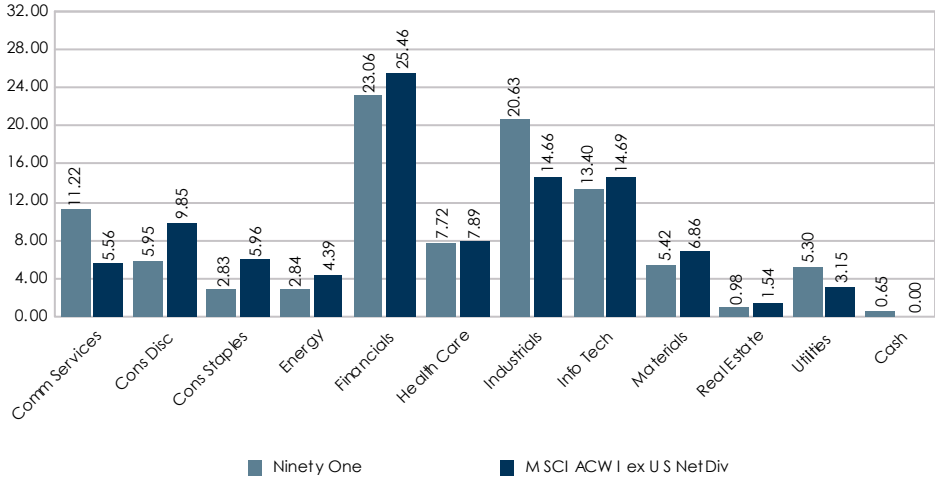
Growth of a Dollar



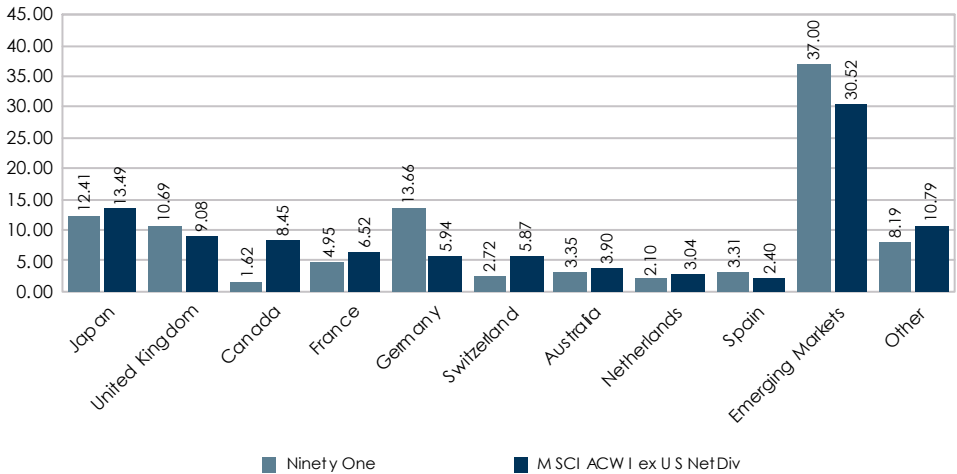
Characteristics



Sector Allocation



Country Allocation

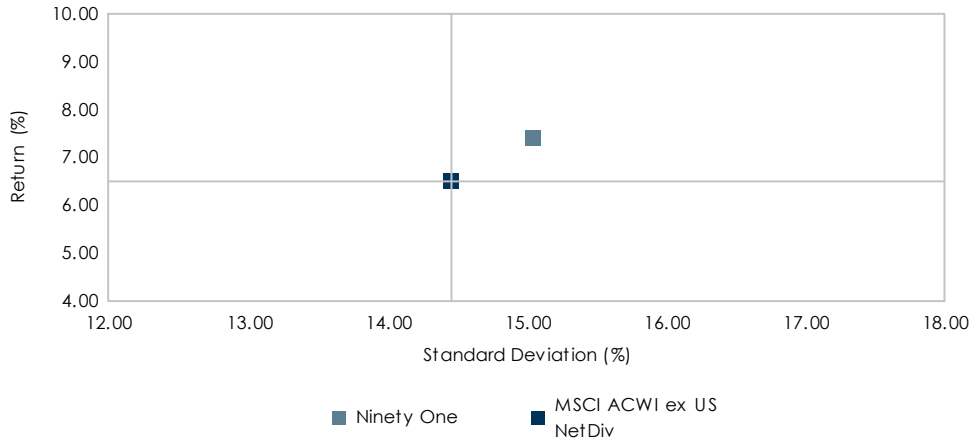


Characteristic and allocation charts represents data of the Ninety-One International Equity (Non-Mutual Commingled).

Ninety One International Equity Fund

For the Periods Ending December 31, 2025

Risk / Return Since Oct 2014



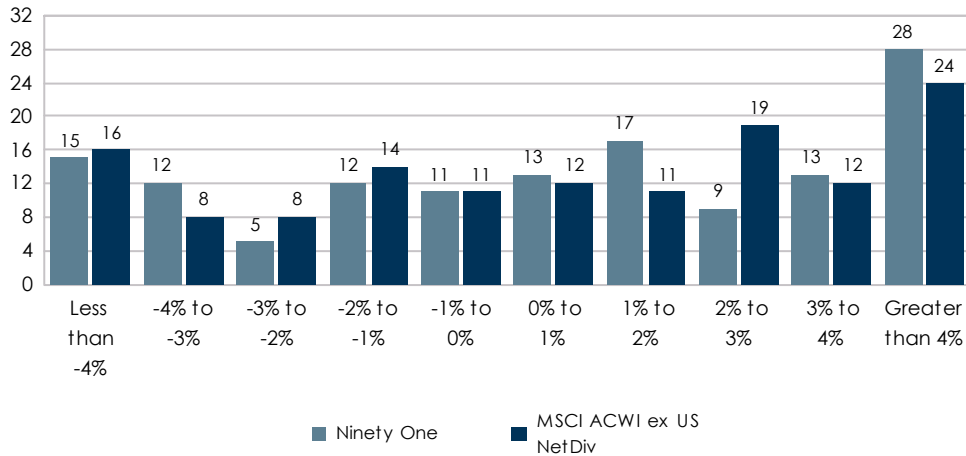
Portfolio Statistics Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Return (%)	7.42	6.52
Standard Deviation (%)	15.05	14.46
Sharpe Ratio	0.37	0.32

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	92.04
Alpha (%)	0.96
Tracking Error (%)	4.25
Batting Average (%)	54.07
Up Capture (%)	101.84
Down Capture (%)	97.54

Return Histogram Since Oct 2014

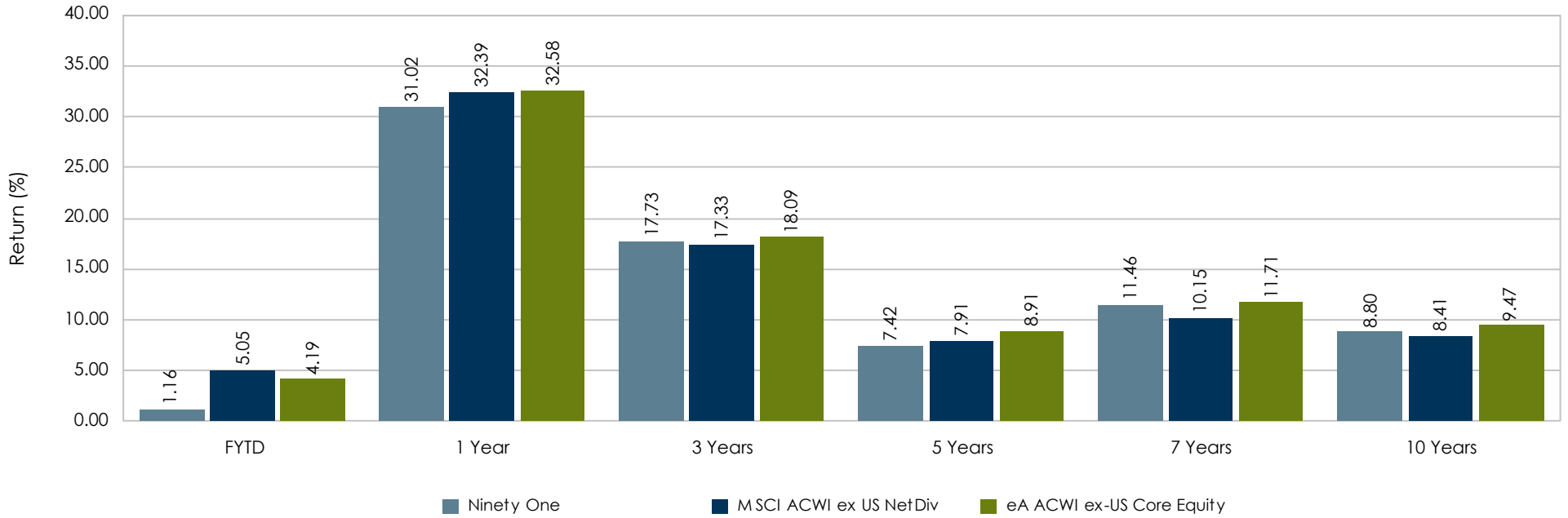


Return Analysis Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Number of Months	135	135
Highest Monthly Return (%)	12.16	13.45
Lowest Monthly Return (%)	-16.65	-14.48
Number of Positive Months	80	78
Number of Negative Months	55	57
% of Positive Months	59.26	57.78

Ninety One International Equity Fund

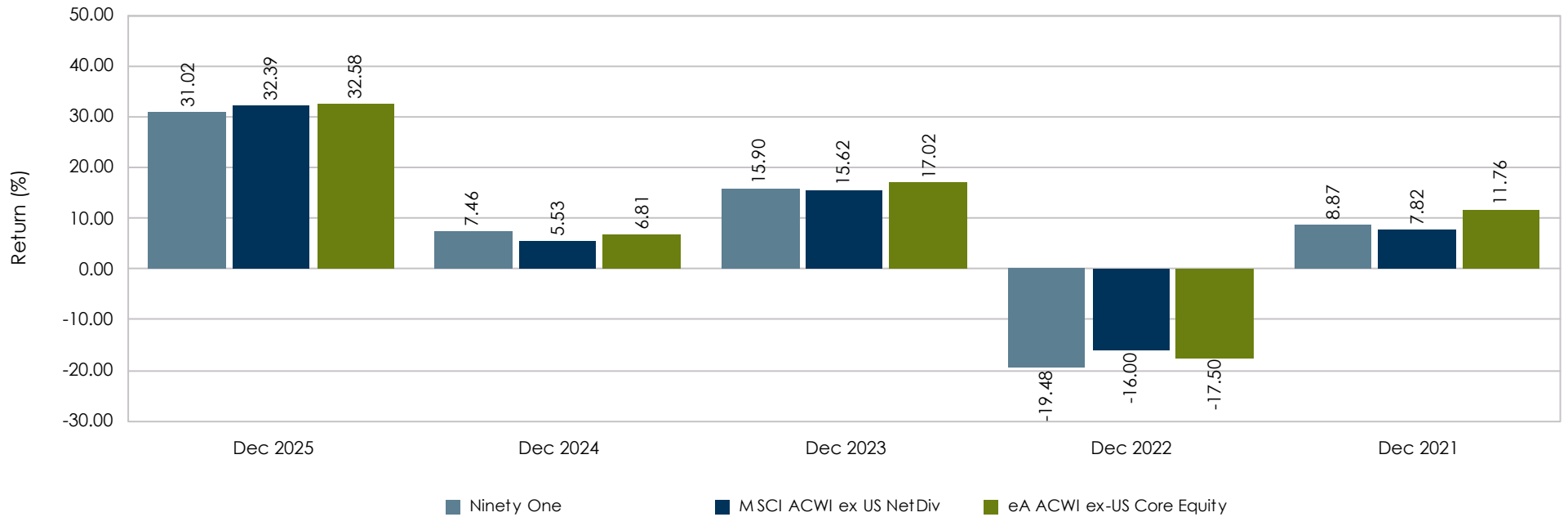
For the Periods Ending December 31, 2025



	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	88	60	53	69	54	68
5th Percentile	7.44	44.27	24.39	13.98	14.67	11.69
25th Percentile	5.60	36.51	20.52	10.74	13.12	10.36
50th Percentile	4.19	32.58	18.09	8.91	11.71	9.47
75th Percentile	2.50	27.01	15.95	6.83	10.39	8.46
95th Percentile	-0.47	14.66	11.28	3.02	8.31	7.10
Observations	173	173	163	150	136	118

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

Ninety One International Equity Fund
 For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	60	45	64	67	74
5th Percentile	44.27	13.86	23.21	-9.72	21.54
25th Percentile	36.51	9.96	19.88	-14.46	14.50
50th Percentile	32.58	6.81	17.02	-17.50	11.76
75th Percentile	27.01	3.83	14.85	-20.46	8.64
95th Percentile	14.66	0.16	10.86	-30.09	1.81
Observations	173	183	176	171	171

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

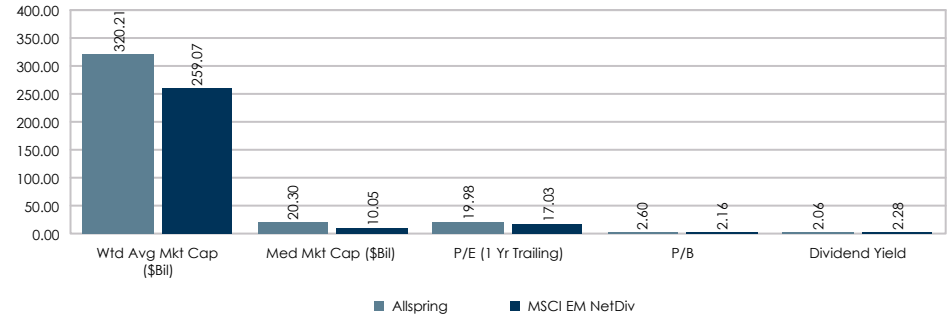
Allspring EM Large/Mid Cap Eq

For the Periods Ending December 31, 2025

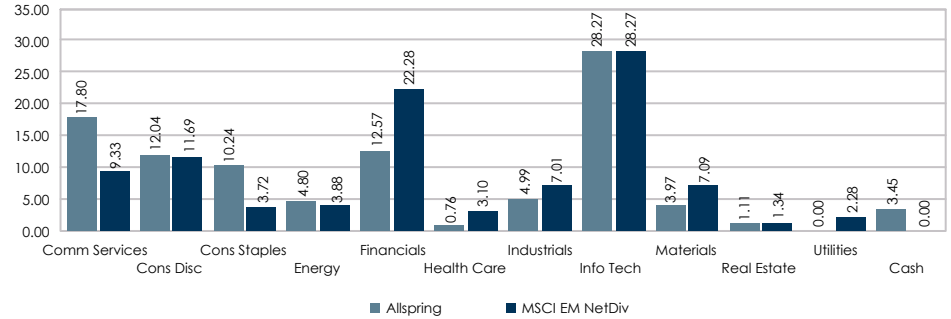
Account Description

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

Characteristics



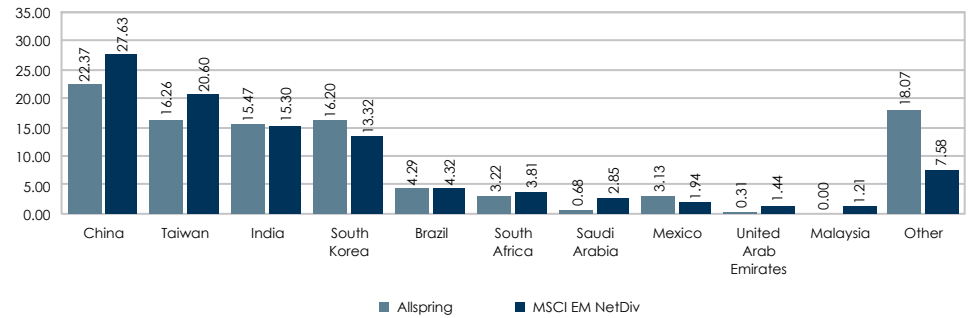
Sector Allocation



Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	22,170	17,016
Net Additions	-2	-8
Return on Investment	1,138	6,299
Ending Market Value	23,307	23,307

Country Allocation

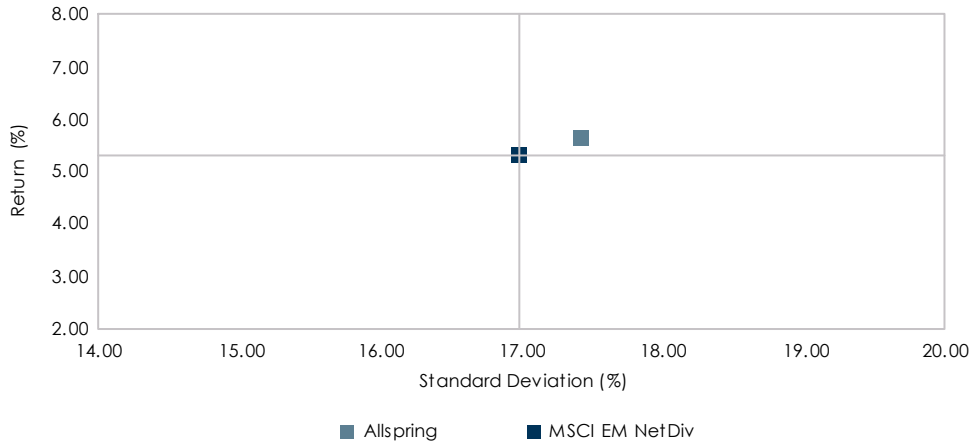


Characteristic and allocation charts represents data of the Allspring Emerging Markets Large/Mid Cap Fund (Non-Mutual Commingled).

Allspring EM Large/Mid Cap Eq

For the Periods Ending December 31, 2025

Risk / Return Since Nov 2017



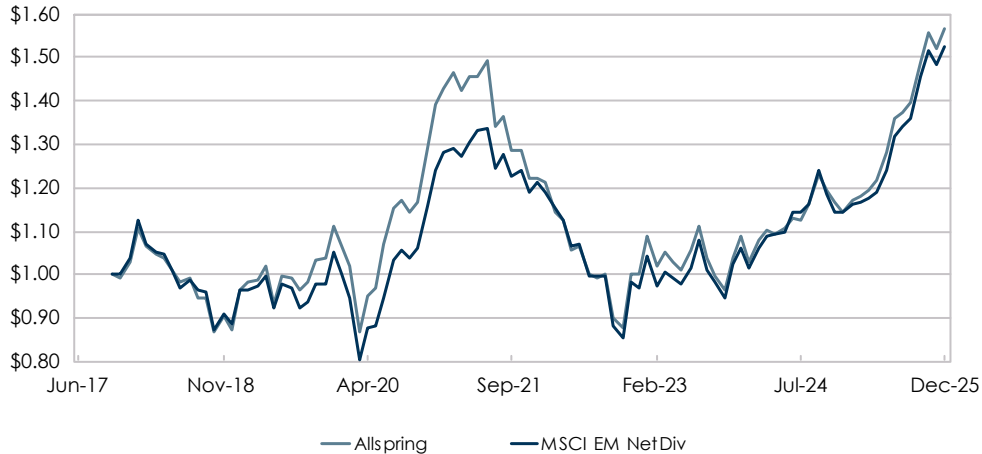
Portfolio Statistics Since Nov 2017

	Allspring	MSCI EM NetDiv
Return (%)	5.64	5.31
Standard Deviation (%)	17.42	16.99
Sharpe Ratio	0.18	0.16

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	94.96
Alpha (%)	0.39
Tracking Error (%)	3.91
Batting Average (%)	55.10
Up Capture (%)	102.77
Down Capture (%)	100.98

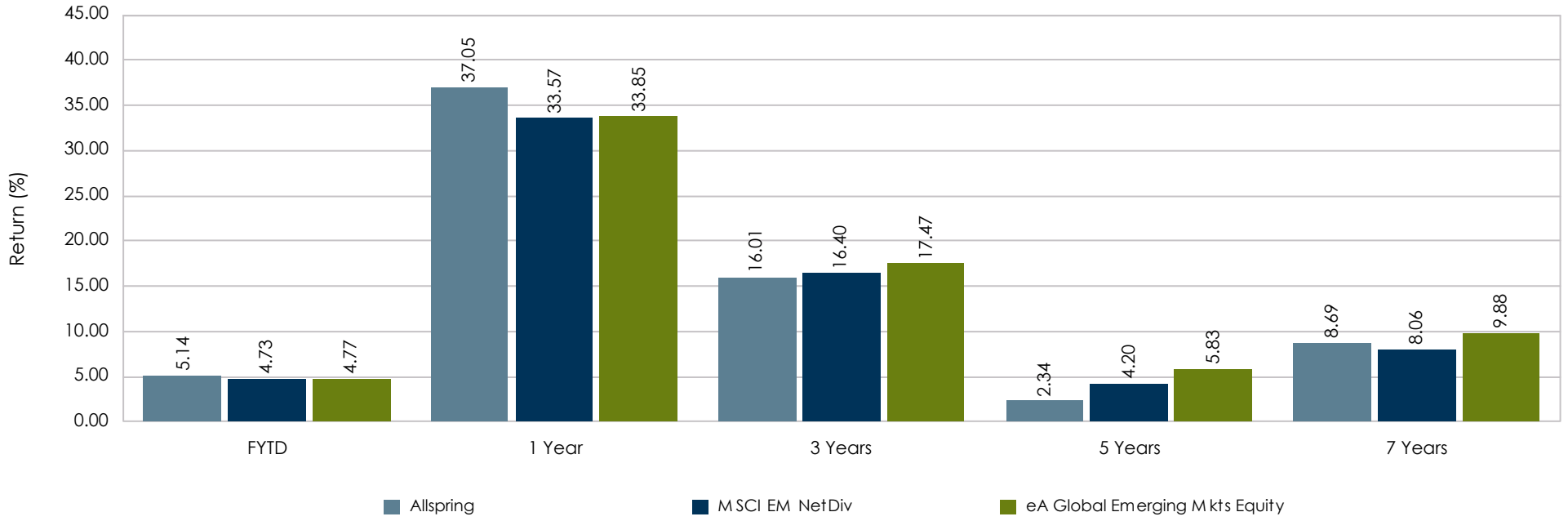
Growth of a Dollar Since Nov 2017



Return Analysis Since Nov 2017

	Allspring	MSCI EM NetDiv
Number of Months	98	98
Highest Monthly Return (%)	14.02	14.83
Lowest Monthly Return (%)	-14.87	-15.40
Number of Positive Months	55	57
Number of Negative Months	43	41
% of Positive Months	56.12	58.16

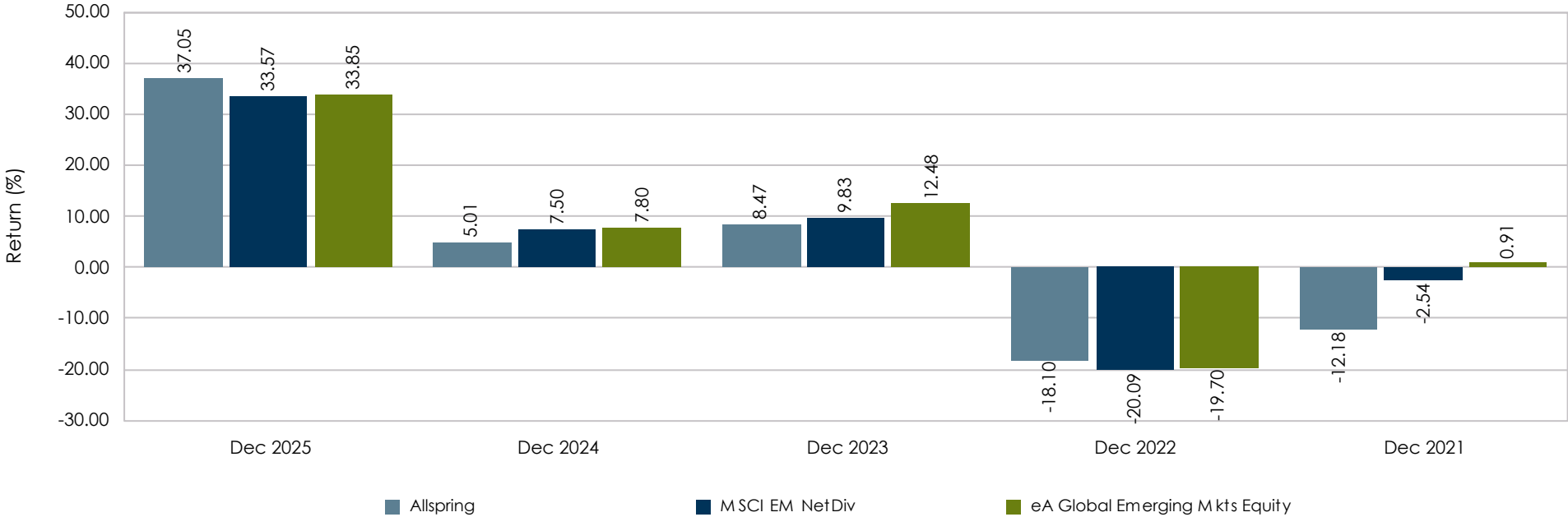
Allspring EM Large/Mid Cap Eq
 For the Periods Ending December 31, 2025



Ranking	42	30	71	85	72
5th Percentile	8.74	46.75	24.56	13.64	14.90
25th Percentile	6.32	38.26	20.19	8.94	11.43
50th Percentile	4.77	33.85	17.47	5.83	9.88
75th Percentile	3.35	28.07	15.36	3.61	8.52
95th Percentile	-0.71	15.05	10.30	0.00	6.56
Observations	494	494	471	426	382

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

Allspring EM Large/Mid Cap Eq
 For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	30	74	78	41	97
5th Percentile	46.75	16.50	28.75	-6.44	21.45
25th Percentile	38.26	10.72	17.63	-15.01	6.80
50th Percentile	33.85	7.80	12.48	-19.70	0.91
75th Percentile	28.07	4.73	8.94	-23.06	-3.32
95th Percentile	15.05	-2.10	3.73	-30.21	-10.75
Observations	494	542	544	555	540

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

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025

Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ■ Strategy Core Real Estate ■ Manager Morgan Stanley Real Estate Advisor, Inc. ■ Vehicle Non-Mutual Commingled ■ Benchmark NFI ODCE Net Index ■ Performance Inception Date April 2018 ■ Fees Manager Fees - 124 bps; Admin Fees - 14.5 bps ■ Total Expenses Approximately 141 bps 	<ul style="list-style-type: none"> ■ Minimum initial investment \$50,000 ■ Minimum subsequent investments \$5,000 ■ Minimum redemption \$5,000 or Member's entire remaining account balance if the Member's balance falls below \$50,000 ■ The Portfolio is open once a quarter, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ■ The Portfolio is valued on the last business day of the calendar quarter. ■ The Administrator must have advance written notification of Member contributions or redemptions 90 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ■ Invests in real estate properties diversified by type and location. ■ Outperform the NFI ODCE Net index on an annual basis. 			
		FYTD	
		1 Year	
	Beginning Market Value	144,101	160,695
	Net Additions	-5,230	-27,042
	Return on Investment	-39	5,178
	Ending Market Value	138,831	138,831

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025

Account Description

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

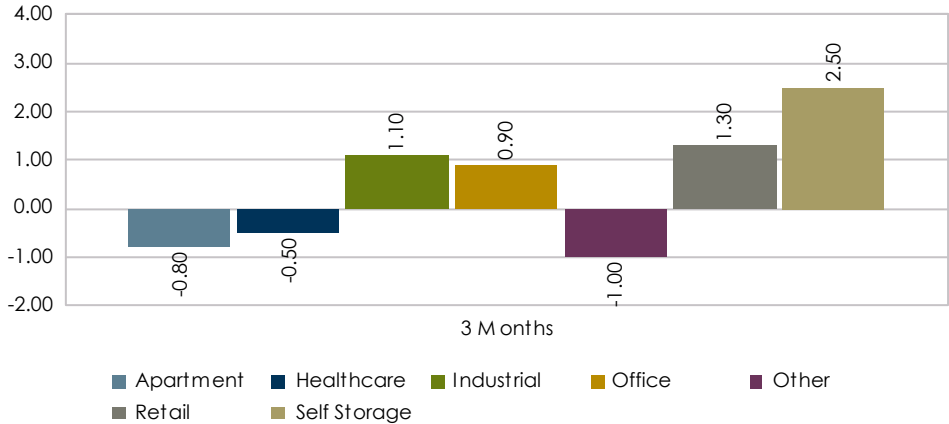
Fund Information

▪ Gross Market Value	\$42,795,000,000
▪ Net Market Value	\$30,542,000,000
▪ Cash Balance of Fund	\$61,084,000
▪ # of Properties	520
▪ # of Participants	499

Performance Goals

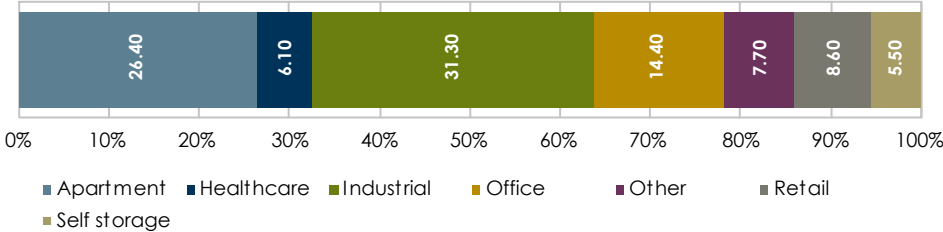
- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Returns by Property Type (%)

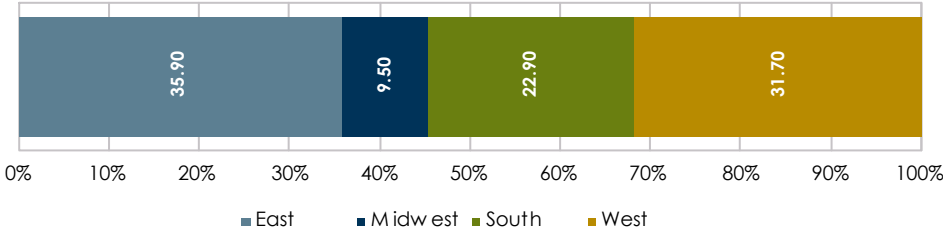


Allocations

Property Type



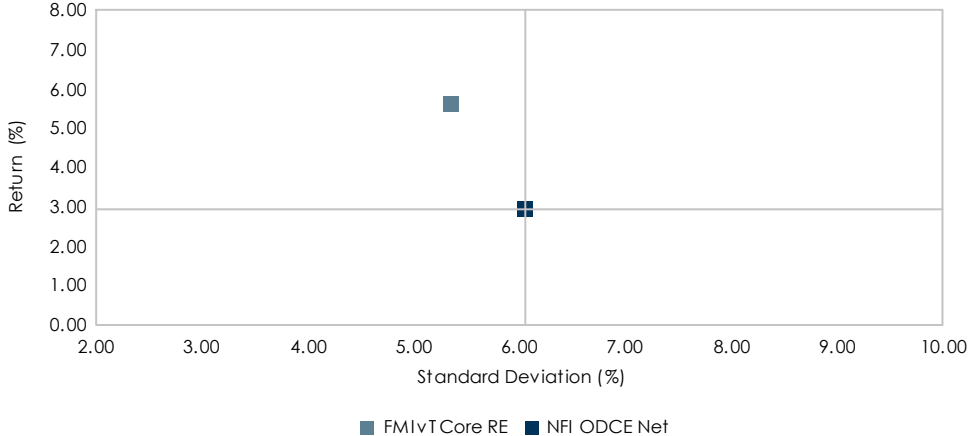
Geographic Region



FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Apr 2018



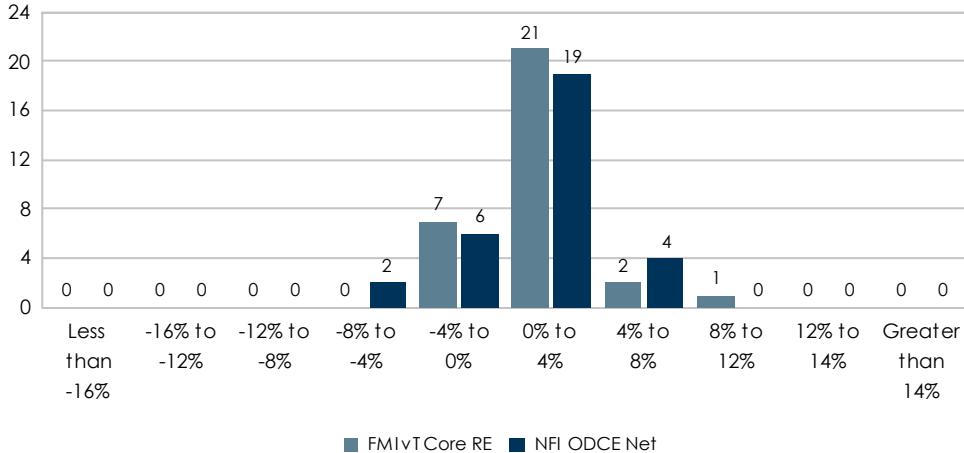
Portfolio Statistics Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Return (%)	5.60	2.90
Standard Deviation (%)	5.36	6.06
Sharpe Ratio	0.56	0.05

Benchmark Relative Statistics

Beta	0.84
R Squared (%)	90.66
Alpha (%)	0.77
Tracking Error (%)	1.90
Batting Average (%)	77.42
Up Capture (%)	116.45
Down Capture (%)	47.81

Return Histogram Since Apr 2018

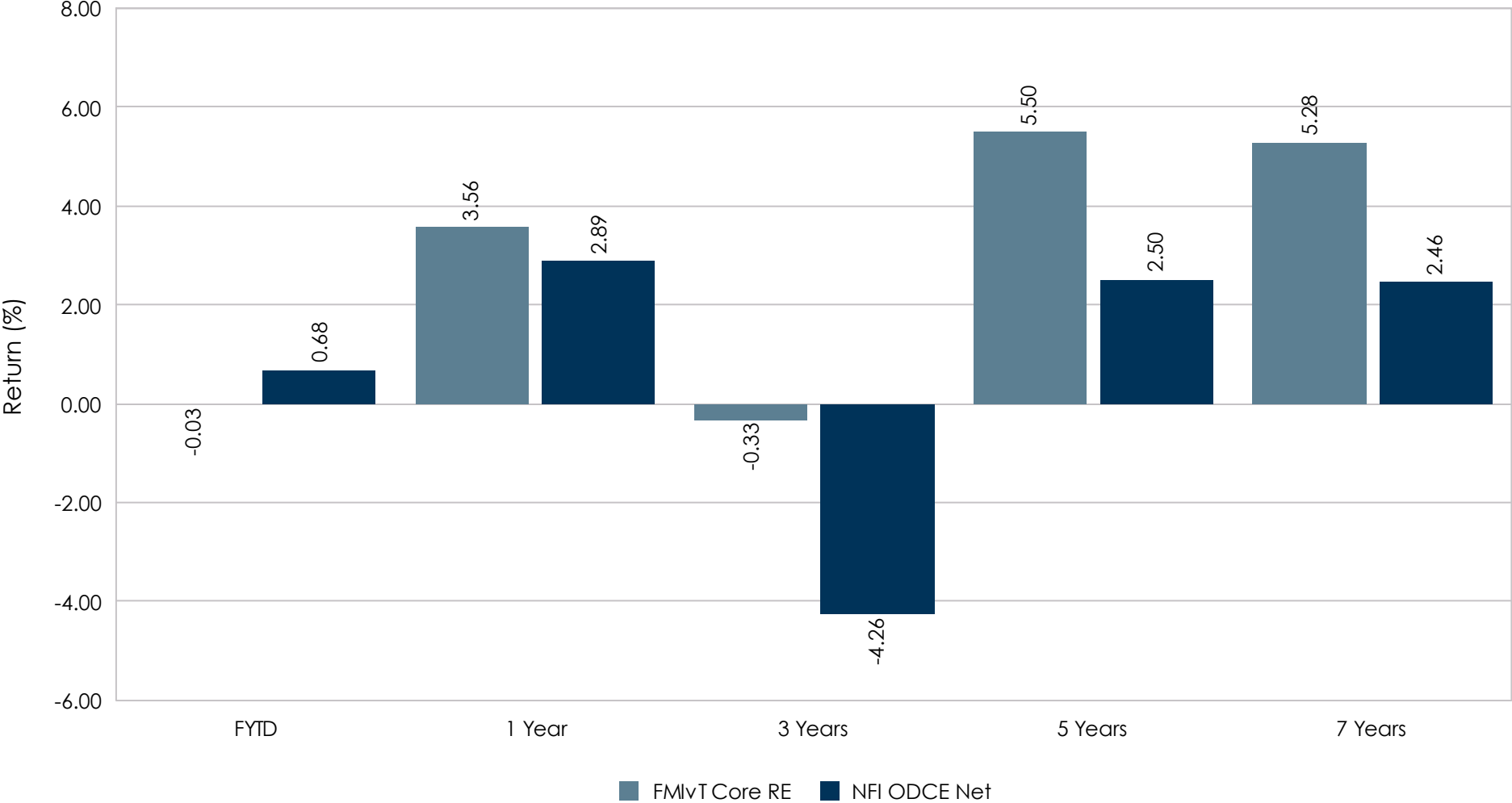


Return Analysis Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Number of Quarters	31	31
Highest Quarterly Return (%)	9.83	7.66
Lowest Quarterly Return (%)	-3.48	-5.17
Number of Positive Quarters	24	23
Number of Negative Quarters	7	8
% of Positive Quarters	77.42	74.19

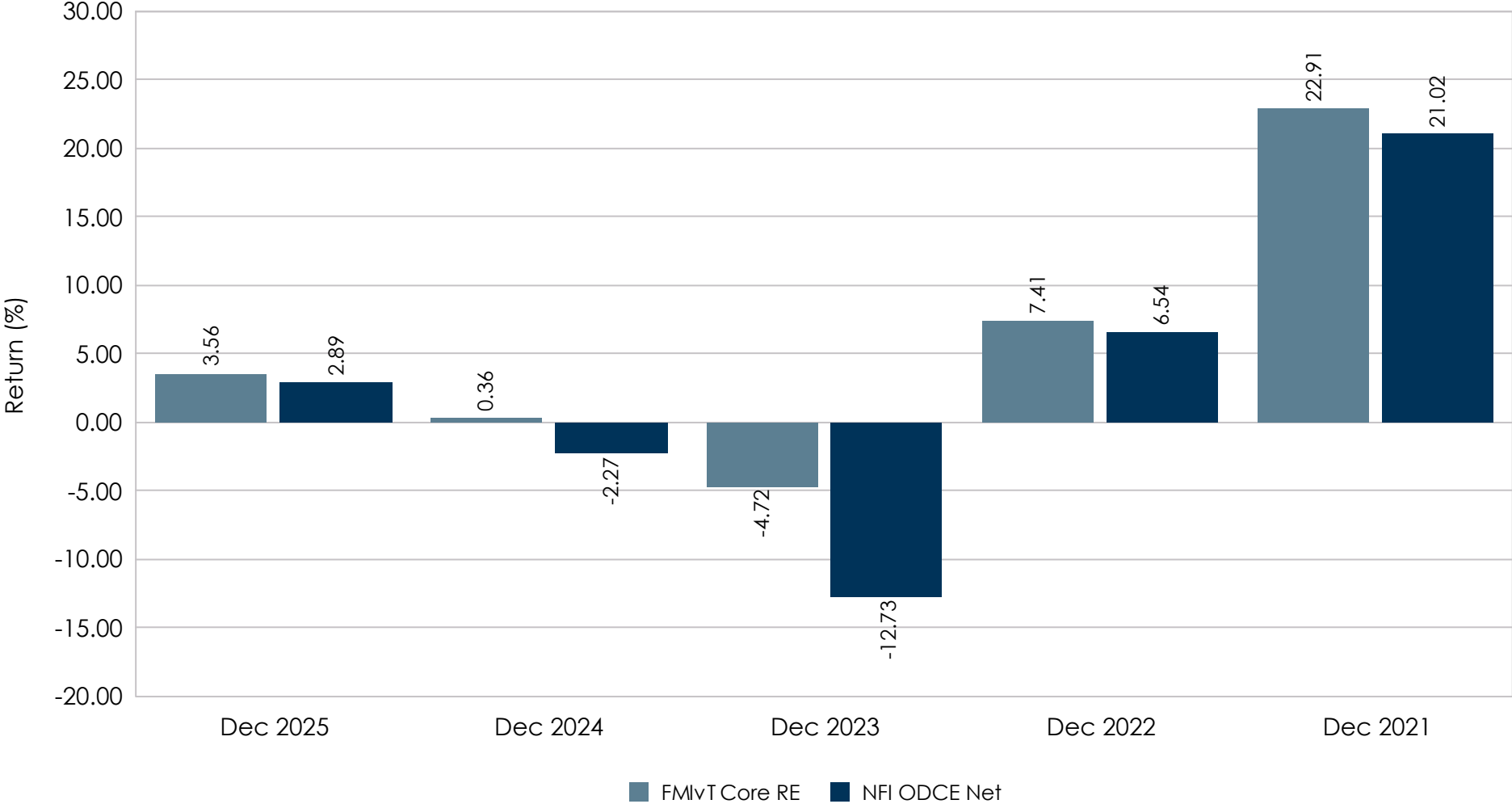
FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025



FMIvT Core Real Estate Portfolio

For the One Year Periods Ending December



Plan Information for Quarter Ending

December 31, 2025



Wauchula OPEB

Beginning Balance	\$657,598.17	Cash	\$2,408.78	0.4%
Contributions	\$0.00	Broad Market HQ Bond Fund	\$119,836.78	19.9%
Earnings	\$8,045.10	Core Plus Fixed Income	\$117,428.00	19.5%
Distributions	\$0.00	Diversified Large Cap	\$139,107.01	23.1%
Expenses	(\$63,448.40)	Diversified Small to Mid Cap	\$59,617.29	9.9%
Other	\$0.00	International Equity	\$113,212.64	18.8%
Ending Balance	<u>\$602,194.87</u>	Core Real Estate	\$50,584.37	8.4%

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

Wauchula OPEB



Plan Account Statement for 10/01/2025 to 12/31/2025

Beginning Balance	Contributions	Earnings/(Losses)	Distributions	Fees / Req. / Exp.	Other	Ending Balance
\$657,598.17	\$0.00	\$8,045.10	\$0.00	(\$63,448.40)	\$0.00	\$602,194.87

Transaction Detail

Contributions

Contribution Detail						Rollover Detail					
Date	Payroll Ending	Employer	EE Pre-Tax	EE After-Tax	State Excise	Subtotal	Date	Participant	EE Pre-Tax Rollover	EE After Tax Rollover	Total
Total						\$0.00	Total				

Fees, Requisitions and Expenses

Date	Req. Num	Description	Amount
10/01/2025	R-2025-Qrtrly4-068	VENDOR: FMPTF/ DETAIL: 09/30/2025 Quarterly Fees	(\$164.40)
10/01/2025	R2026-ANNL-064	VENDOR: FMPTF/ DETAIL: 2024-2025 Annual Administration Fee (500)	(\$500.00)
10/28/2025	R-2026-10-00029	VENDOR: City of Wauchula/ DETAIL: Reimbursement for Ehrenkaufner and Harris	(\$2,400.00)
11/13/2025	R-2026-10-00055	VENDOR: City of Wauchula/ DETAIL: October 2025 Health Reimbursement	(\$15,096.00)
11/13/2025	R-2026-10-00056	VENDOR: City of Wauchula/ DETAIL: November 2025 Health Reimbursement	(\$15,096.00)
12/10/2025	R-2026-11-00103	VENDOR: City of Wauchula/ DETAIL: December Health Reimbursement	(\$15,096.00)
12/22/2025	R-2026-12-00147	VENDOR: City of Wauchula/ DETAIL: January Health Reimbursement	(\$15,096.00)
Total			(\$63,448.40)

Date	Description	Other	Amount
Total			\$0.00

Date	Earnings / (Losses)	Amount
10/31/2025		\$3,999.13
11/30/2025		\$1,835.09
12/31/2025		\$2,210.88
Total		\$8,045.10

Distributions

Lump Sum Detail			
Date	Participant	Type	Amount
Total			

Recurring Payment Detail		
Date	Participant	Amount
Total		

Florida Municipal Pension Trust Fund – OPEB 50% Equity Allocation
Executive Summary
As of December 31, 2025

OPEB 50% Equity Allocation

- The FOMC approved a 3rd rate cut of 2025 in December, lowering the Federal Funds rate target range to 3.50% - 3.75%, with the committee's updated dot plot forecasting just one additional cut in 2026. Consumer prices rose at a 2.7% yearly rate last month, a decline from September's 3.0% rate. The rate was well below expectations, however the government shutdown limited data collection, potentially impacting the reliability of the results. Optimism around the AI theme continues to support equity markets. US technology giants have largely been the beneficiaries, but performance has broadened across a wider range of companies, sectors, and regions. Emerging markets continue to be the top performer, supported by strong returns from Chinese equities. Core real estate returns maintained momentum with a 5th consecutive quarter of positive returns. The 50% Equity Allocation trailed the Target Index in the fourth quarter, up 1.2% versus up 2.2%.
- Despite the lower allocation to equity, the 50% Equity Allocation has managed to earn an 11.7% return over the past year and risen 9.7% over the past 3 years.
- Over the past 10 years, this allocation is up 7.0% on average annually. While this performance is modestly behind objectives, the risk controlled nature of many of the underlying strategies are designed to provide downside protection should the markets continue to moderate or decline.

FMIvT Broad Market High Quality Bond Fund

- The Broad Market High Quality Bond Fund outperformed the Bloomberg US Aggregate A+ Index in the fourth quarter (up 1.2% vs up 1.1%). The Fund's yield curve positioning and ABS holdings added to the returns with the portfolio well positioned going forward, especially with the tight spreads in lower quality corporates. Over the past 10 years, the Fund has matched the performance of the benchmark (both up 1.7%).
- The portfolio's conservative risk profile and high quality bias are in line with the objectives for this fund. This bias has rewarded investors in the form of a more favorable relative risk-adjusted return comparison over the long-term.

FMIvT Core Plus Fixed Income Fund

- The Core Plus Fixed Income Fund outpaced the Bloomberg Multiverse in the fourth quarter, up 1.3% vs. up 0.4%. Strong security selection within the financials sector continues to move the Fund forward. Exposure to insurance-linked assets also contributed to the performance amid elevated premiums and insured losses that were lower than expected in the 2025 hurricane season. The fund has outpaced the benchmark by over 170 basis points in 2025 and ranks in the top 38th percentile of its peer group of global unconstrained fixed income managers.
- In the 10 years since inception, the Core Plus Fixed Income Fund has posted absolute returns of 2.7% on average annually, ahead of the benchmark (up 1.5%).

FMIvT Diversified Large Cap Equity Portfolio

- At the end of third quarter 2025 the decision was made to transition the Fund's allocation to 100% to the SSgA S&P 500 Fund. The assets from the Hotchkis & Wiley Diversified Value Fund and the Atlanta Capital High Quality Growth Fund were transferred to a transition account at Northern Trust at the end of September and were fully invested in the SSgA S&P 500 Fund on 10/1/2025. This fund provides investors with passive exposure to the US large cap equity marketplace.
- U.S. large cap equities continue to show resiliency through this tumultuous market environment, with the S&P 500 finishing 2025 near a record high and marking the third year in a row of double digit returns for the index. The Fund matched the performance of the S&P 500 in the fourth quarter, both rising 2.6%.
- The Diversified Large Cap Equity portfolio has achieved a 15.4% return on average annually over the past 7 years.

Florida Municipal Pension Trust Fund – OPEB 50% Equity Allocation
Executive Summary
As of December 31, 2025

FMIvT Diversified Small to Mid Cap Equity Fund

- The Diversified Small to Mid Cap Equity Fund trailed the benchmark in the fourth quarter, down 0.5% vs. up 2.2%, as lower quality factors like high beta, smaller size, and companies with negative earnings outperformed. While markets continue to become more optimistic, economic factors like growing budget deficits, unsettled tariff policy and persistent inflation remain real concerns. Despite the near-term difficulties for the Fund, it has risen 11.0% over the past 7 years.
- This strategy has generated very strong results over the past 10 years, rising 10.7% on average annually compared with 10.4% for the benchmark. Furthermore, the fund ranked in the top 40th percentile of its peer group, with a more modest risk profile and very strong risk-adjusted returns.

FMIvT International Equity Portfolio

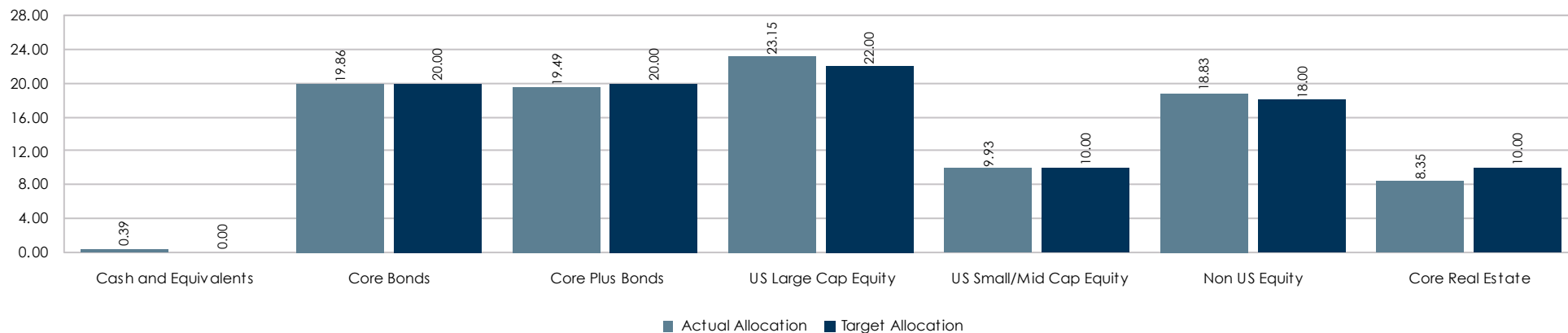
- The FMIvT International Equity Portfolio's momentum continued on an absolute basis in the fourth quarter with the fund rising 1.3%. This trails the MSCI ACWI ex-US Net benchmark (up 5.1%) with challenging stock selection in the consumer discretionary and communication services sectors hindering the relative performance. However, the market outlook remains positive on the global economy with a recalibration of US trade policy and a shift in global monetary stances tempering fears of a sharp slowdown. Despite the near-term underperformance, the Portfolio has risen 30.7% over the past year, and has outperformed the benchmark over the last 7 years.
- This strategy is intended to provide strong diversification across the broad spectrum of equity markets outside the US, with exposure to both developed and emerging markets.

FMIvT Core Real Estate Portfolio

- In early 2023, a \$50 million redemption was submitted in order to rebalance the portfolio with the proceeds scheduled to be paid out over several quarters. FMIvT received the final proceeds of their redemption request in December, and the total commitment has been reduced to \$100 million.
- Core real estate returns maintained momentum with a fifth consecutive quarter of positive returns. However, the return is comprised almost entirely of income as price appreciation remains flat. While falling 1.6% over the past 3 years, the FMIvT Core Real Estate portfolio significantly outperformed the benchmark (down 4.3%). Commercial real estate seems to have stabilized overall even as office vacancy rates remain elevated. A resumption of Fed rate cutting could act as a catalyst for transaction volume and price appreciation.
- The portfolio has outperformed the NFI ODCE Net benchmark over the past 5 years and has achieved nearly 160 basis points of excess return on average annually over the benchmark over the past 7 years.

Total Portfolio

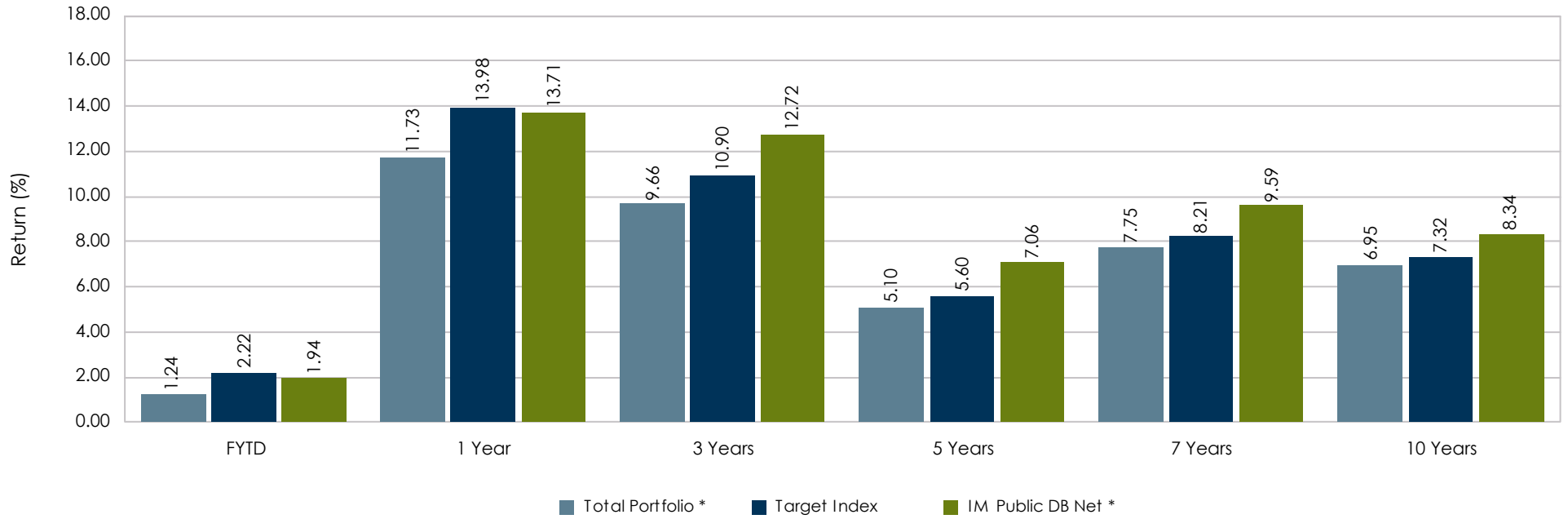
For the Period Ending December 31, 2025



	Market Value (\$000s)	Actual Allocation (%)	Target Allocation (%)	Over/Under Target (%)
Total Portfolio	34,864	100.00	100.00	
Cash and Equivalents	137	0.39	0.00	0.39
Fixed Income	13,716	39.34	40.00	-0.66
Core Bonds	6,923	19.86	20.00	-0.14
Core Plus Bonds	6,793	19.49	20.00	-0.51
Equity	18,098	51.91	50.00	1.91
US Equity	11,534	33.08	32.00	1.08
US Large Cap Equity	8,071	23.15	22.00	1.15
US Small/Mid Cap Equity	3,463	9.93	10.00	-0.07
Non US Equity	6,564	18.83	18.00	0.83
Core Real Estate	2,912	8.35	10.00	-1.65

Total Portfolio

For the Periods Ending December 31, 2025



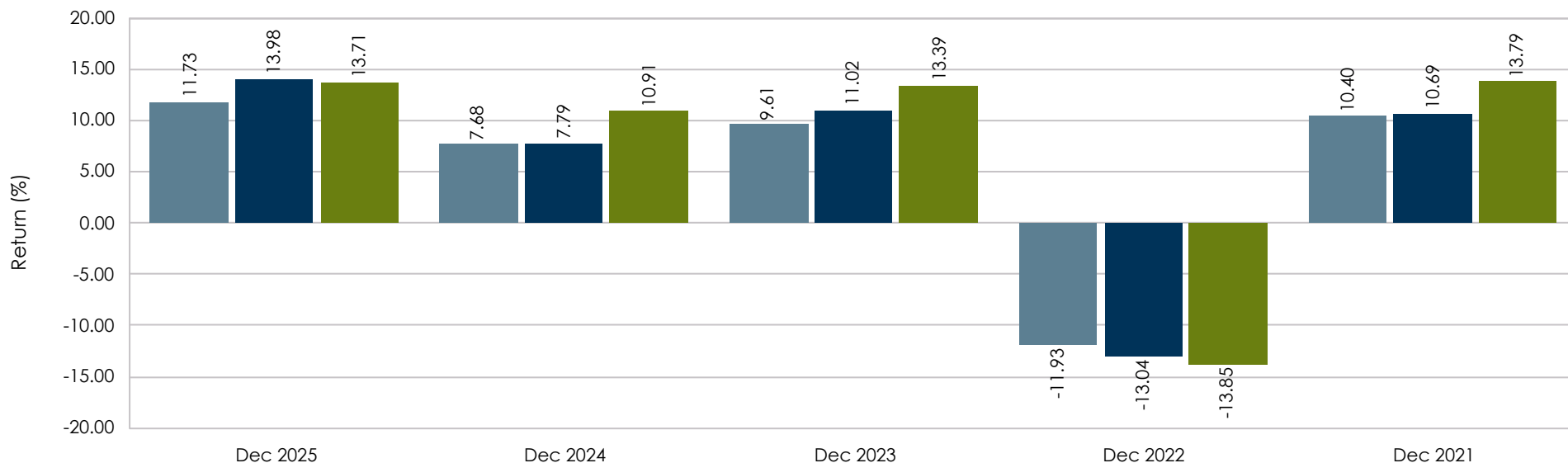
	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	91	87	93	95	94	94
5th Percentile	2.68	16.39	15.65	8.57	11.28	9.66
25th Percentile	2.21	15.01	13.65	7.68	10.12	8.80
50th Percentile	1.94	13.71	12.72	7.06	9.59	8.34
75th Percentile	1.66	12.55	11.53	6.35	8.78	7.80
95th Percentile	0.99	9.80	9.34	5.00	7.58	6.60
Observations	292	290	272	265	252	239

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

* Performance is calculated using net of fee returns.

Total Portfolio

For the One Year Periods Ending December



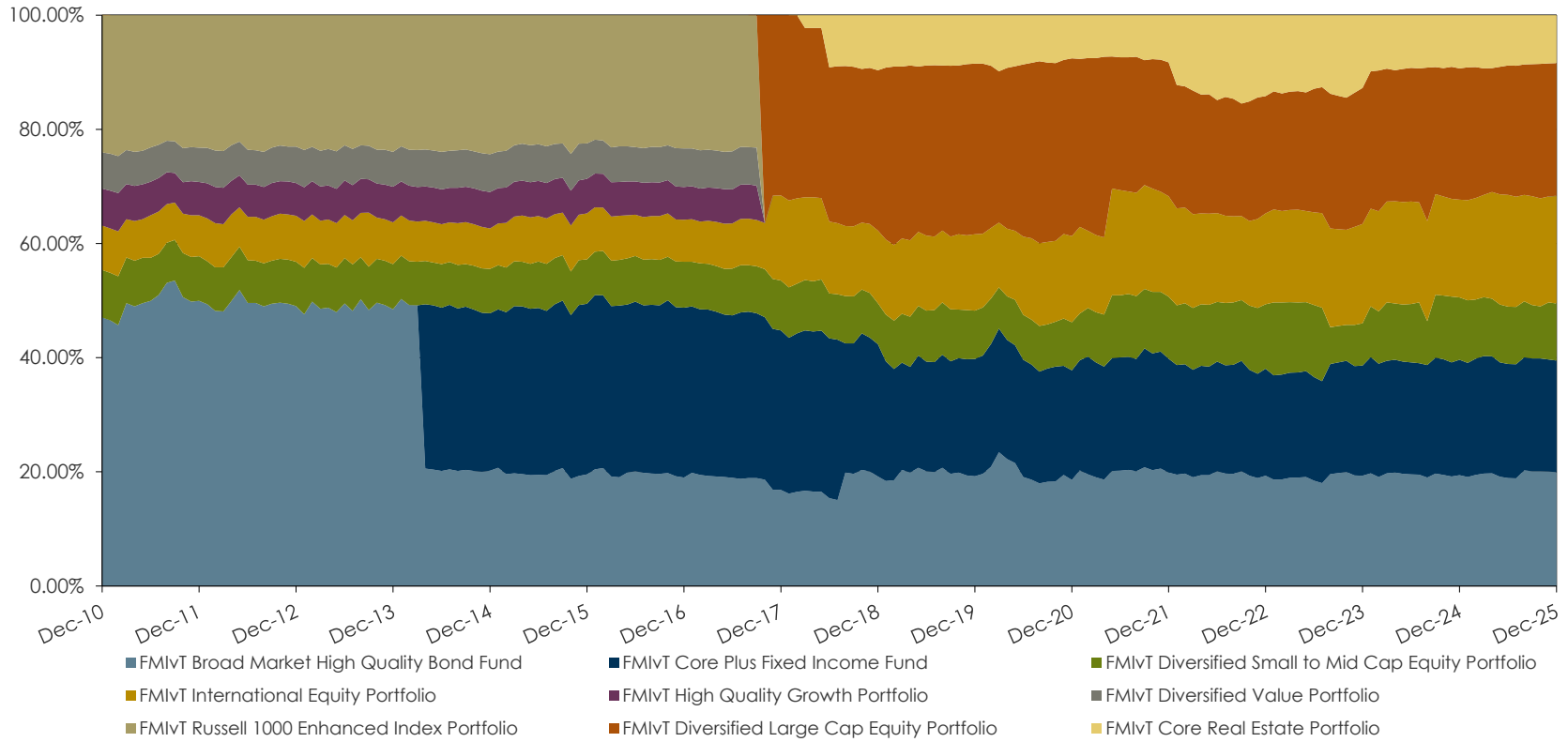
■ Total Portfolio * ■ Target Index ■ IM Public DB Net *

Ranking	87	90	92	26	93
5th Percentile	16.39	14.46	18.06	-8.04	17.83
25th Percentile	15.01	12.12	15.05	-11.91	15.29
50th Percentile	13.71	10.91	13.39	-13.85	13.79
75th Percentile	12.55	9.39	11.61	-15.41	12.19
95th Percentile	9.80	6.67	8.45	-17.47	9.56
Observations	290	598	547	539	559

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

* Performance is calculated using net of fee returns.

Total Portfolio
Historical Manager Allocation



May 2009: Initial allocation to Broad Market HQ Bond, HQ Growth Equity, Large Cap Value, Russell 1000, Small Cap, and International.
 April 2014: Added Core Plus Fixed Income.
 October 2017: FMIvT Diversified Large Cap Equity Portfolio was created, which combines the large cap core, value, and growth portfolios.
 March 2018: Added Core Real Estate Portfolio.

Performance vs. Objectives
 For the Periods Ending December 31, 2025

	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?	Benchmark (%)	Rank	Total Portfolio (%)	Rank	Objective Met?
	5 Years					10 Years				
<ul style="list-style-type: none"> The Total Portfolio's annualized total return should exceed the total return of the Target Index. 	5.60		5.10 *		No	7.32		6.95 *		No
<ul style="list-style-type: none"> The Total Portfolio's annualized total return should rank at median or above when compared to the IM Public DB Net universe. 	7.06 *	50th	5.10 *	95th	No	8.34 *	50th	6.95 *	94th	No

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

Target Index: Effective April 2021, the index consists of 40.00% Bloomberg US Aggregate, 22.00% S&P 500, 10.00% Russell 2500, 18.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.

Total Portfolio

For the Periods Ending December 31, 2025

5 Year Risk / Return



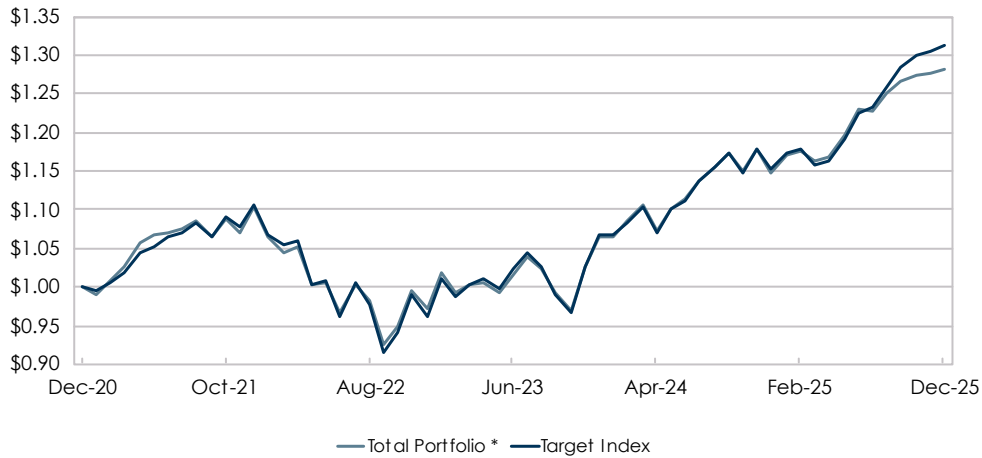
5 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	5.10	5.60
Standard Deviation (%)	8.42	9.02
Sharpe Ratio	0.22	0.26

Benchmark Relative Statistics

Beta	0.92
Up Capture (%)	92.82
Down Capture (%)	95.47

5 Year Growth of a Dollar



5 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	60	60
Highest Monthly Return (%)	5.71	6.34
Lowest Monthly Return (%)	-5.71	-6.47
Number of Positive Months	40	40
Number of Negative Months	20	20
% of Positive Months	66.67	66.67

* Performance is calculated using net of fee returns.

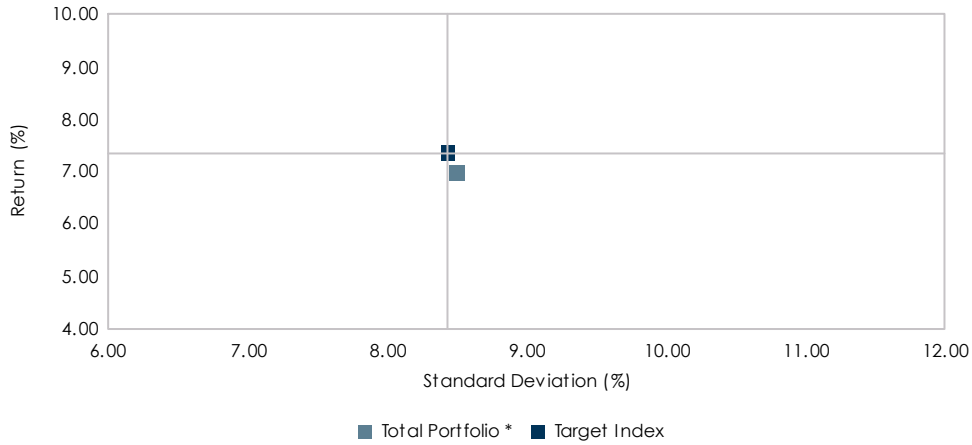
Statistics are calculated using monthly return data.

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Total Portfolio

For the Periods Ending December 31, 2025

10 Year Risk / Return



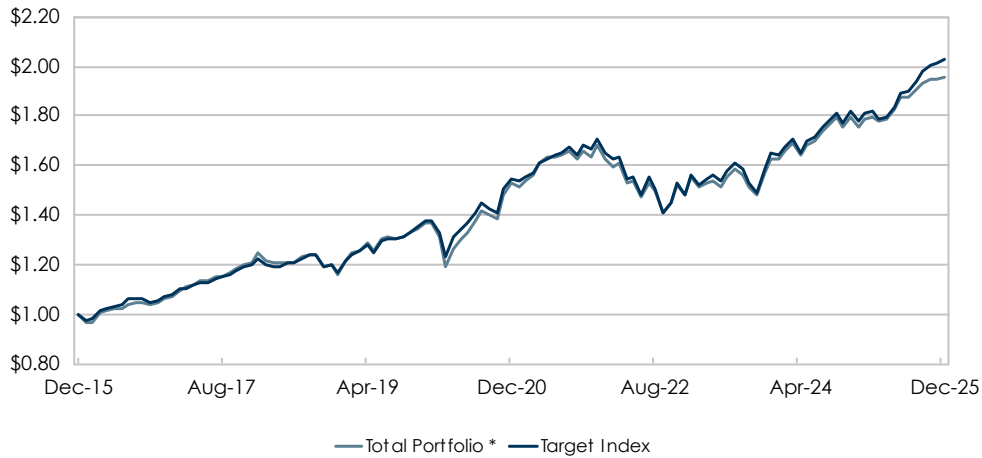
10 Year Portfolio Statistics

	Total Portfolio *	Target Index
Return (%)	6.95	7.32
Standard Deviation (%)	8.51	8.44
Sharpe Ratio	0.56	0.61

Benchmark Relative Statistics

Beta	0.99
Up Capture (%)	98.09
Down Capture (%)	100.81

10 Year Growth of a Dollar



10 Year Return Analysis

	Total Portfolio *	Target Index
Number of Months	120	120
Highest Monthly Return (%)	6.93	6.62
Lowest Monthly Return (%)	-9.03	-7.36
Number of Positive Months	84	88
Number of Negative Months	36	32
% of Positive Months	70.00	73.33

* Performance is calculated using net of fee returns.

Statistics are calculated using monthly return data.

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Rates of Return Summary

For the Periods Ending December 31, 2025

	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Total Portfolio * 1	34,864	100.00	1.24	11.73	9.66	5.10	7.75	6.95
<i>Target Index 2</i>			2.22	13.98	10.90	5.60	8.21	7.32
Cash and Equivalents	137	0.39						
FMPTF Operating	87	0.25						
FMPTF Capital City *	51	0.14						
<i>US T-Bills 90 Day</i>			0.97	4.18	4.81	3.17	2.68	2.18
Fixed Income	13,716	39.34						
Core Bonds								
FMIvT Broad Market High Quality Bond Fund *	6,923	19.86	1.17	7.33	4.35	-0.18	1.76	1.66
<i>Bloomberg US Aggregate A+</i>			1.13	7.18	4.37	-0.46	1.70	1.72
Core Plus Bonds								
FMIvT Core Plus Fixed Income Fund * 3	6,793	19.49	1.26	10.16	7.47	1.87	2.32	2.70
<i>Bloomberg Multiverse</i>			0.35	8.42	4.29	-1.87	0.87	1.50
Equity	18,098	51.91						
US Equity	11,534	33.08						
US Large Cap Equity * 4	8,071	23.15	2.59	15.23	18.28	11.30	15.35	13.00
<i>S&P 500</i>			2.66	17.88	23.01	14.42	17.29	14.82
FMIvT Diversified Large Cap Equity Portfolio *	8,071	23.15	2.59	15.20	18.28	11.29	15.35	--
<i>Russell 1000</i>			2.41	17.37	22.74	13.59	17.03	14.59
US Small/Mid Cap Equity								
FMIvT Diversified SMID Cap Equity Portfolio * 5	3,463	9.93	-0.67	-5.20	7.38	6.67	10.99	10.74
<i>SMID Benchmark 6</i>			2.22	11.91	13.75	7.26	11.75	10.40
Non-US Equity								
FMIvT International Equity Portfolio * 7	6,564	18.83	1.31	30.67	16.85	6.26	10.50	7.93
<i>MSCI ACWI ex US NetDiv</i>			5.05	32.39	17.33	7.91	10.15	8.41

FYTD: Fiscal year ending September.

* Net of fee return data.

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Rates of Return Summary

For the Periods Ending December 31, 2025

	Market Value (\$000s)	Actual Allocation (%)	FYTD (%)	1 Year (%)	3 Years (%)	5 Years (%)	7 Years (%)	10 Years (%)
Core Real Estate	2,912	8.35						
FMIvT Core Real Estate Portfolio * ⁸	2,912	8.35	-0.38	2.26	-1.63	4.09	3.92	--
<i>NFI ODCE Net</i>			0.68	2.89	-4.26	2.50	2.46	3.88

Notes:

- ¹ Market values and Total Portfolio performance includes all fees and expenses. Beginning July 2008 and ending September 2010, the net of fee performance includes the impact of securities lending activity, which may increase or decrease the total expenses of the portfolio.
- ² Target Index: Effective April 2021, the index consists of 40.00% Bloomberg US Aggregate, 22.00% S&P 500, 10.00% Russell 2500, 18.00% MSCI ACWI ex US NetDiv, 10.00% NFI ODCE Net.
- ³ The performance inception date of the FMIvT Core Plus Fixed Income Fund is 4/1/2014.
- ⁴ Represents the FMPTF Large Cap Equity Composite net of fees returns.
- ⁵ Custom Index consists of the Russell 2500 beginning June 1, 2010, and prior to that the Russell 2000.
- ⁶ SMID Benchmark: Effective June 2010, the index consists of 100.0% Russell 2500.
- ⁷ Allspring EM was added to the portfolio in October 2017. Portfolio renamed and manager changed in October 2014 and April 2011.
- ⁸ The performance inception date of the FMIvT Core Real Estate Portfolio is 4/1/2018.

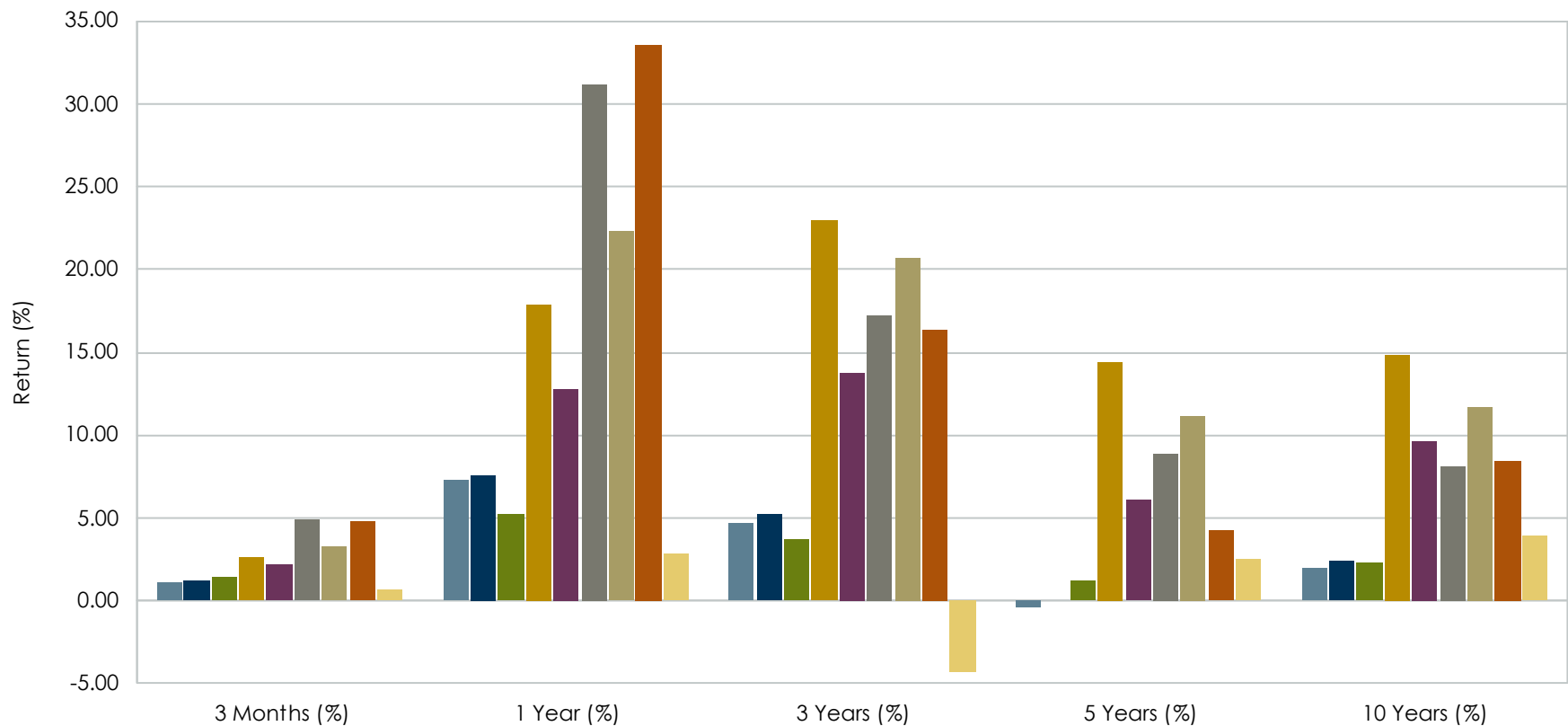
FYTD: Fiscal year ending September.

* Net of fee return data.

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Market Environment

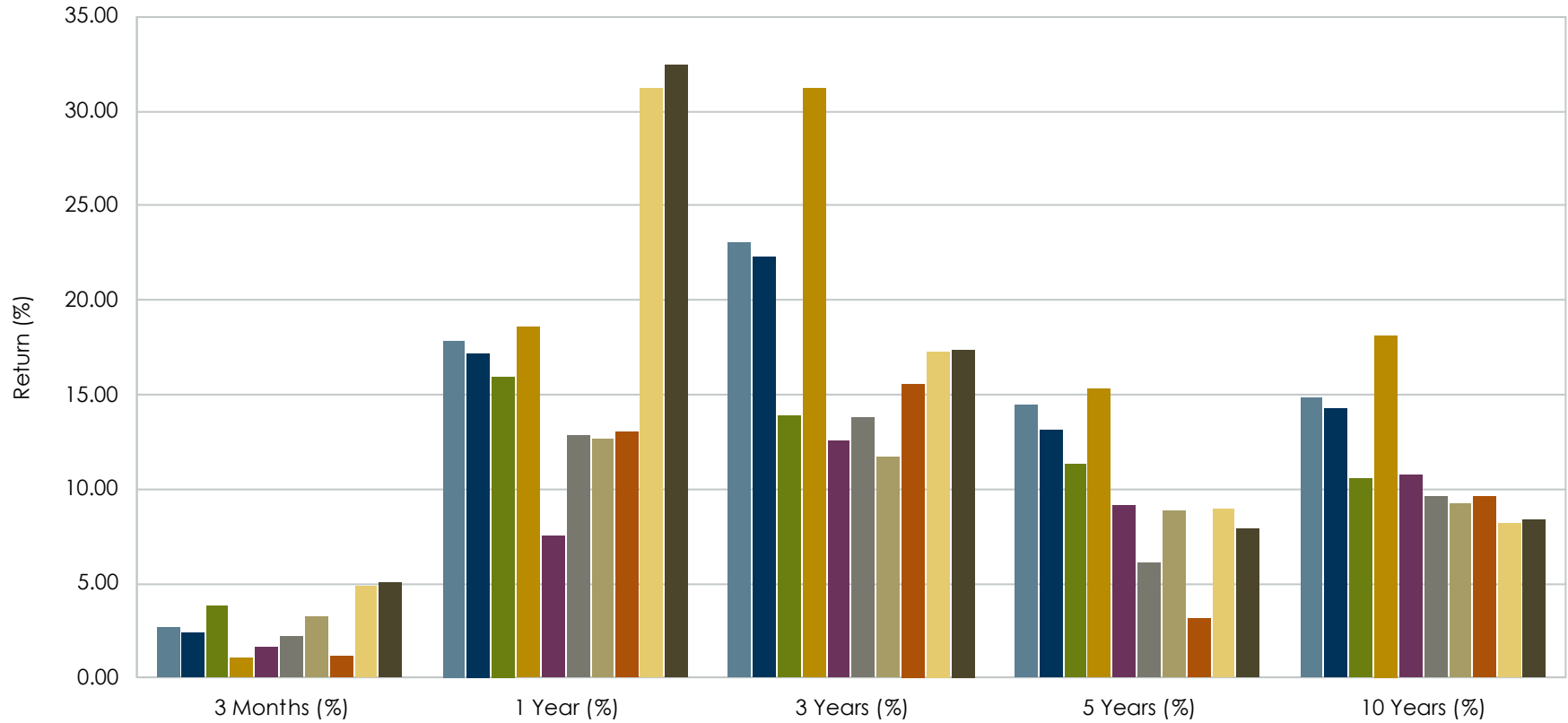
For the Periods Ending December 31, 2025



Bloomberg US Aggregate	1.10	7.30	4.66	-0.36	2.01
Bloomberg Universal	1.20	7.58	5.24	0.06	2.44
Bloomberg 1-15 Yr Municipal	1.41	5.18	3.75	1.16	2.27
S&P 500	2.66	17.88	23.01	14.42	14.82
Russell 2000	2.19	12.81	13.73	6.09	9.62
MSCI EAFE NetDiv	4.86	31.22	17.22	8.92	8.18
MSCI ACWI NetDiv	3.29	22.34	20.65	11.19	11.72
MSCI EM NetDiv	4.73	33.57	16.40	4.20	8.42
NFI ODCE Net	0.68	2.89	-4.26	2.50	3.88

Equity Index Returns

For the Periods Ending December 31, 2025

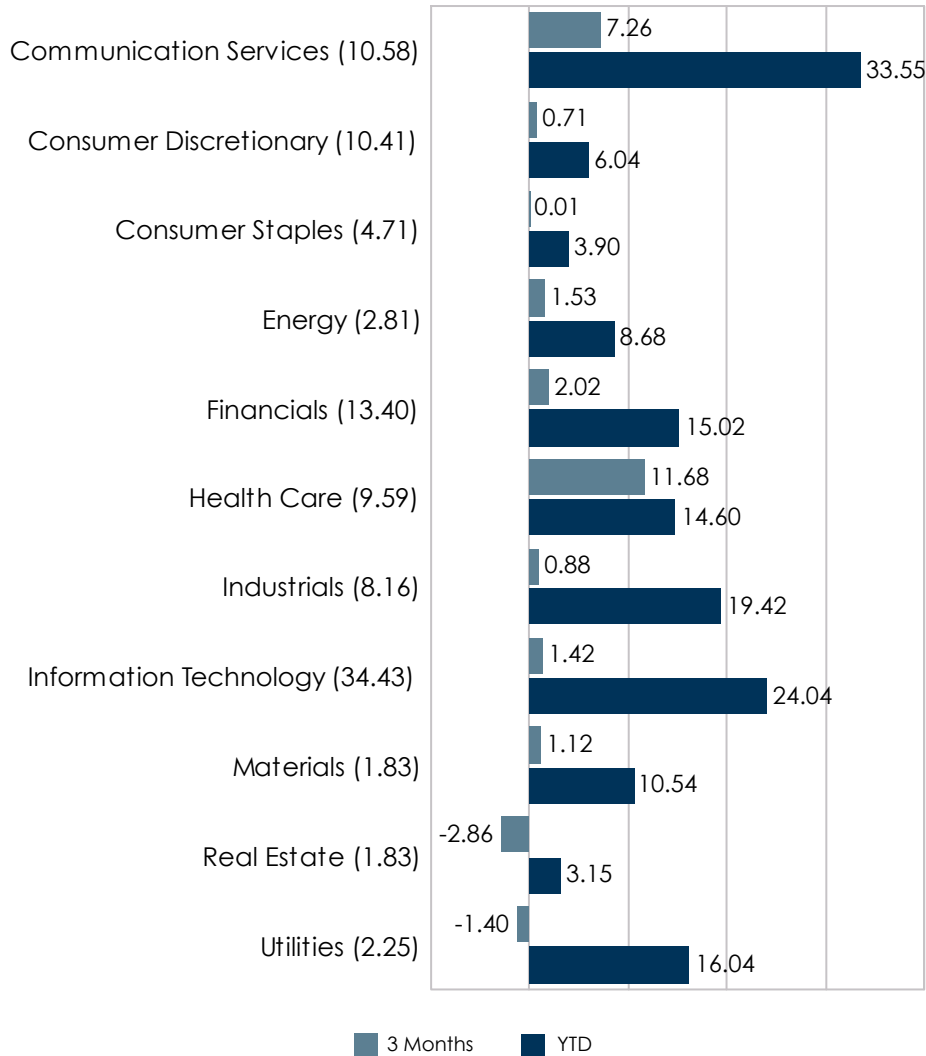


S&P 500	2.66	17.88	23.01	14.42	14.82
Russell 3000	2.40	17.15	22.25	13.15	14.29
Russell 1000 Value	3.81	15.91	13.90	11.33	10.53
Russell 1000 Growth	1.12	18.56	31.15	15.32	18.13
S&P Mid Cap 400	1.64	7.50	12.56	9.12	10.72
Russell 2000	2.19	12.81	13.73	6.09	9.62
Russell 2000 Value	3.26	12.59	11.73	8.88	9.27
Russell 2000 Growth	1.22	13.01	15.59	3.18	9.57
MSCI EAFE NetDiv	4.86	31.22	17.22	8.92	8.18
MSCI ACWI ex US NetDiv	5.05	32.39	17.33	7.91	8.41

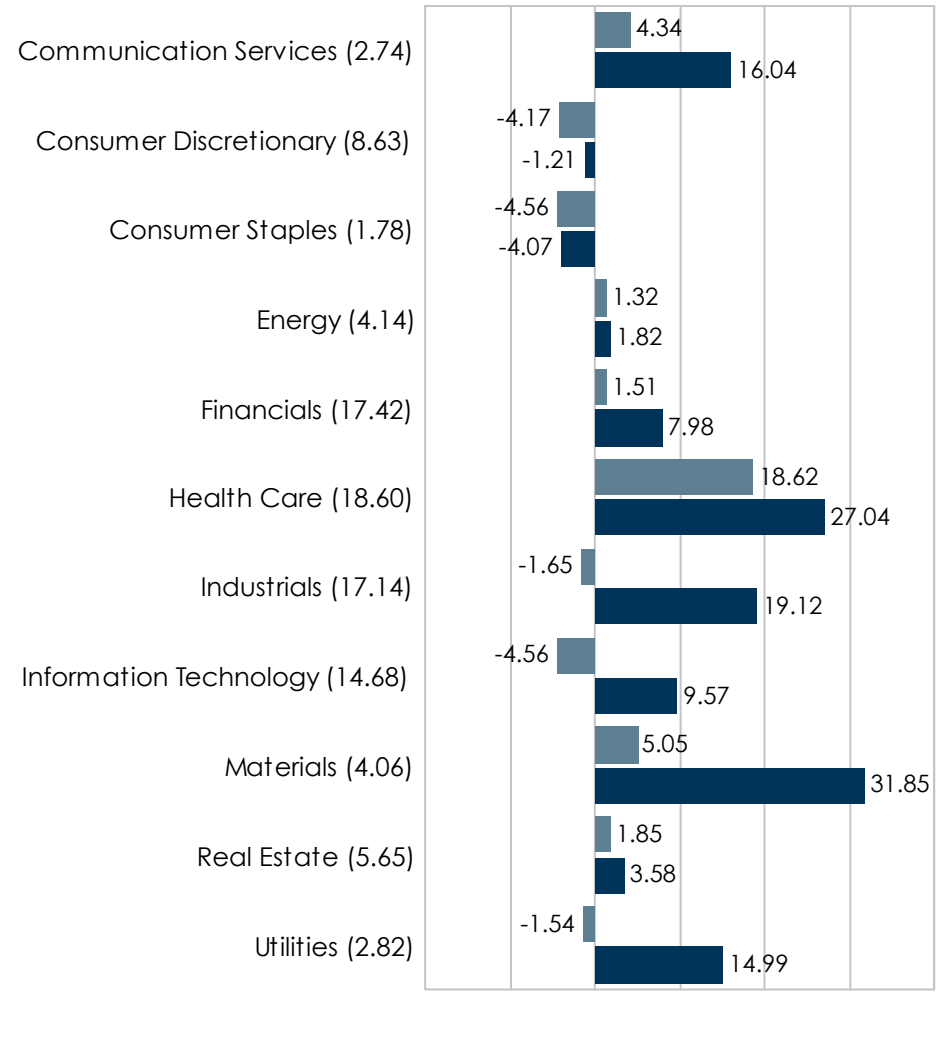
US Markets - Performance Breakdown

For the Periods Ending December 31, 2025

S&P 500 - Sector Returns (%)



Russell 2000 - Sector Returns (%)



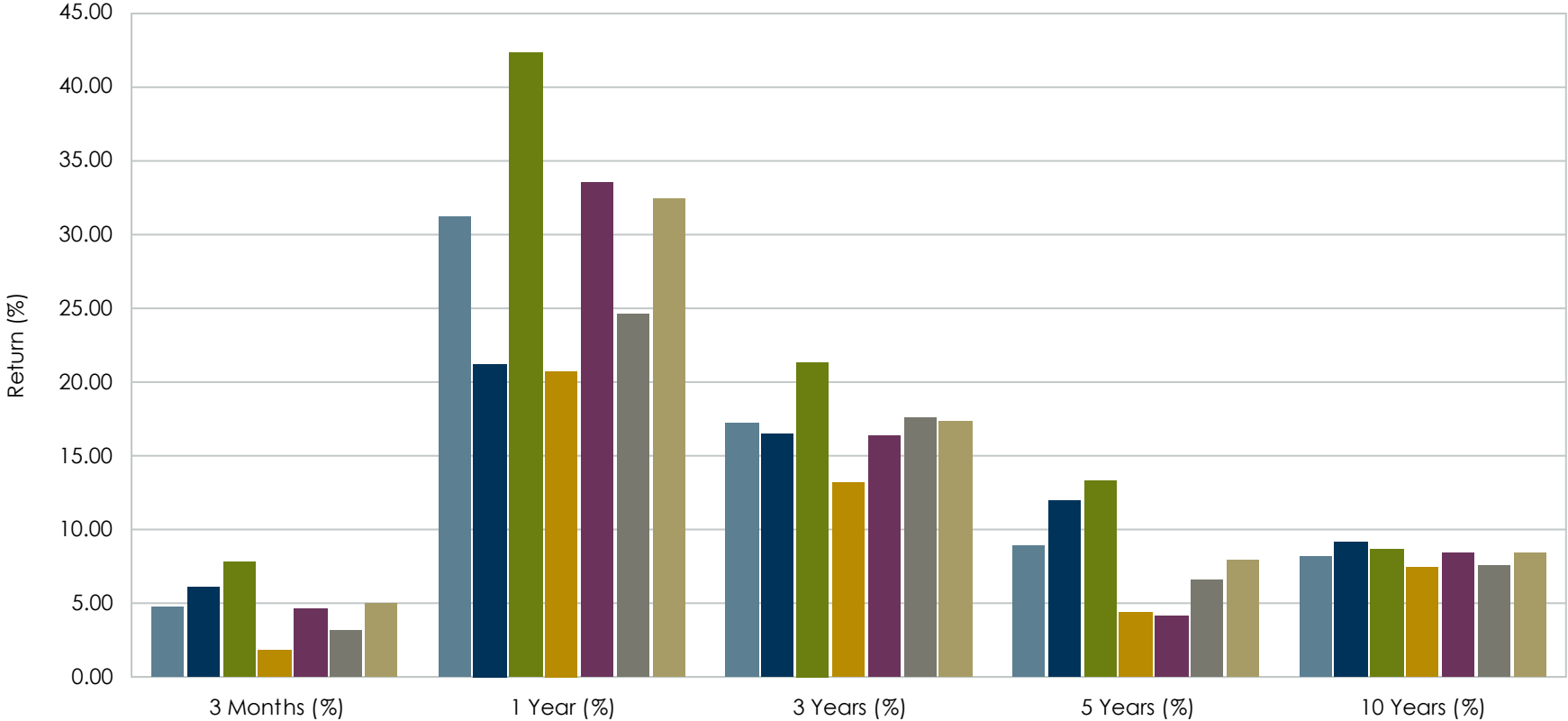
Numbers in parenthesis represent sector weightings of the index. Sector weights may not add to 100% due to rounding or securities that are not assigned to a Global Industry Classification Standard (GICS) sector.

Source: ACG Research, Bloomberg

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Non-US Equity Index Returns

For the Periods Ending December 31, 2025

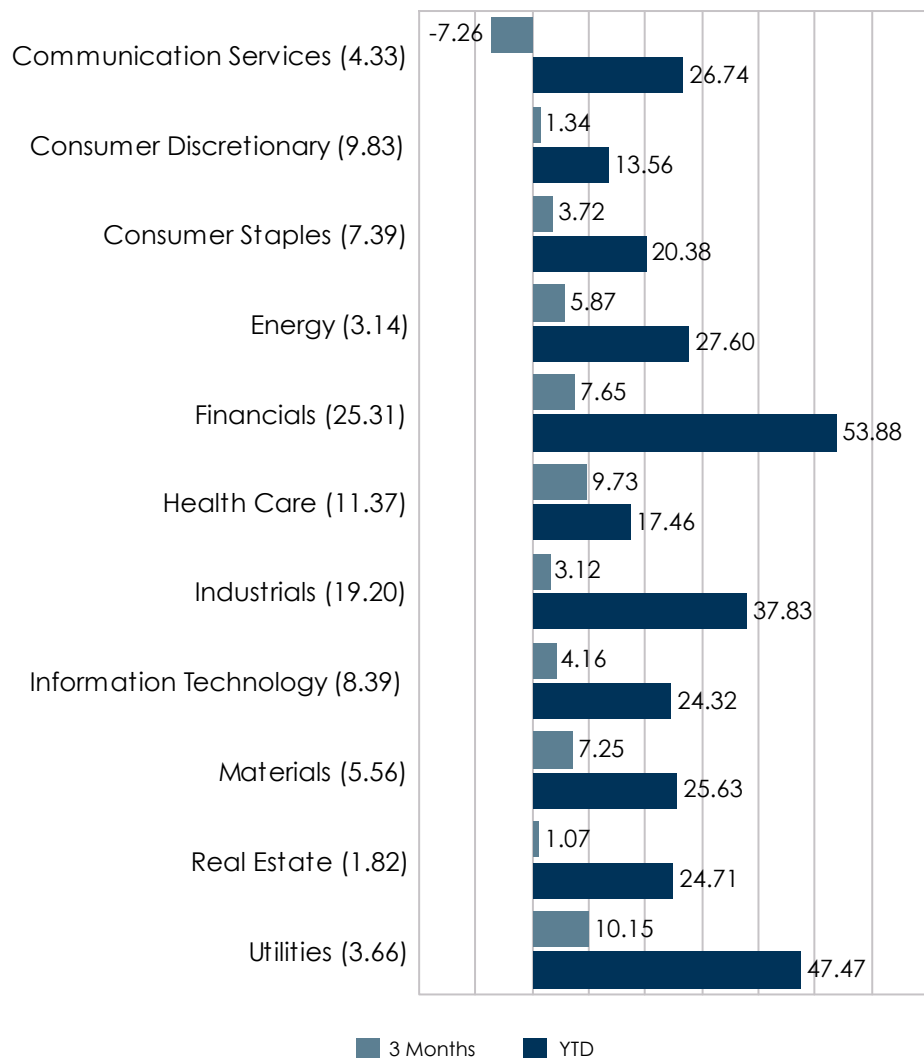


MSCI EAFE NetDiv	4.86	31.22	17.22	8.92	8.18
MSCI EAFE Local Currency	6.18	21.21	16.54	12.03	9.13
MSCI EAFE Value NetDiv	7.83	42.25	21.38	13.36	8.69
MSCI EAFE Growth NetDiv	1.86	20.76	13.16	4.43	7.42
MSCI EM NetDiv	4.73	33.57	16.40	4.20	8.42
MSCI Japan NetDiv	3.23	24.60	17.54	6.60	7.62
MSCI ACWI ex US NetDiv	5.05	32.39	17.33	7.91	8.41

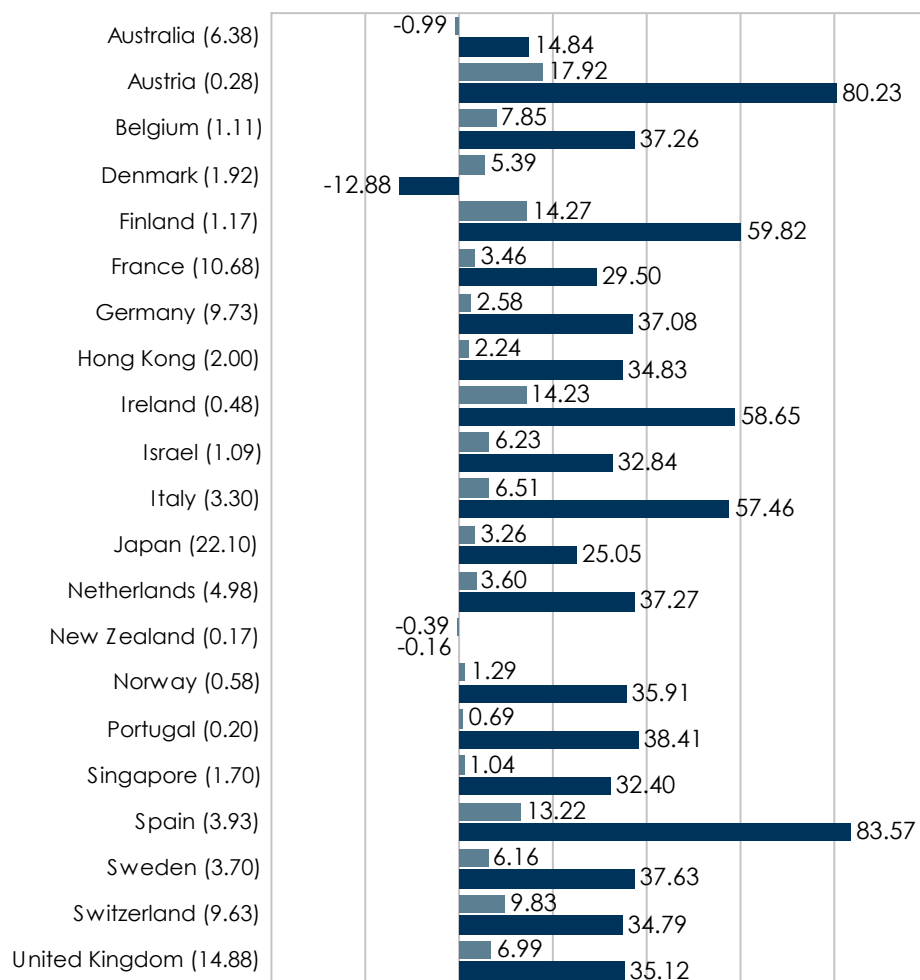
Non-US Equity - Performance Breakdown

For the Periods Ending December 31, 2025

MSCI EAFE - Sector Returns (%)



MSCI EAFE - Country Returns (%)

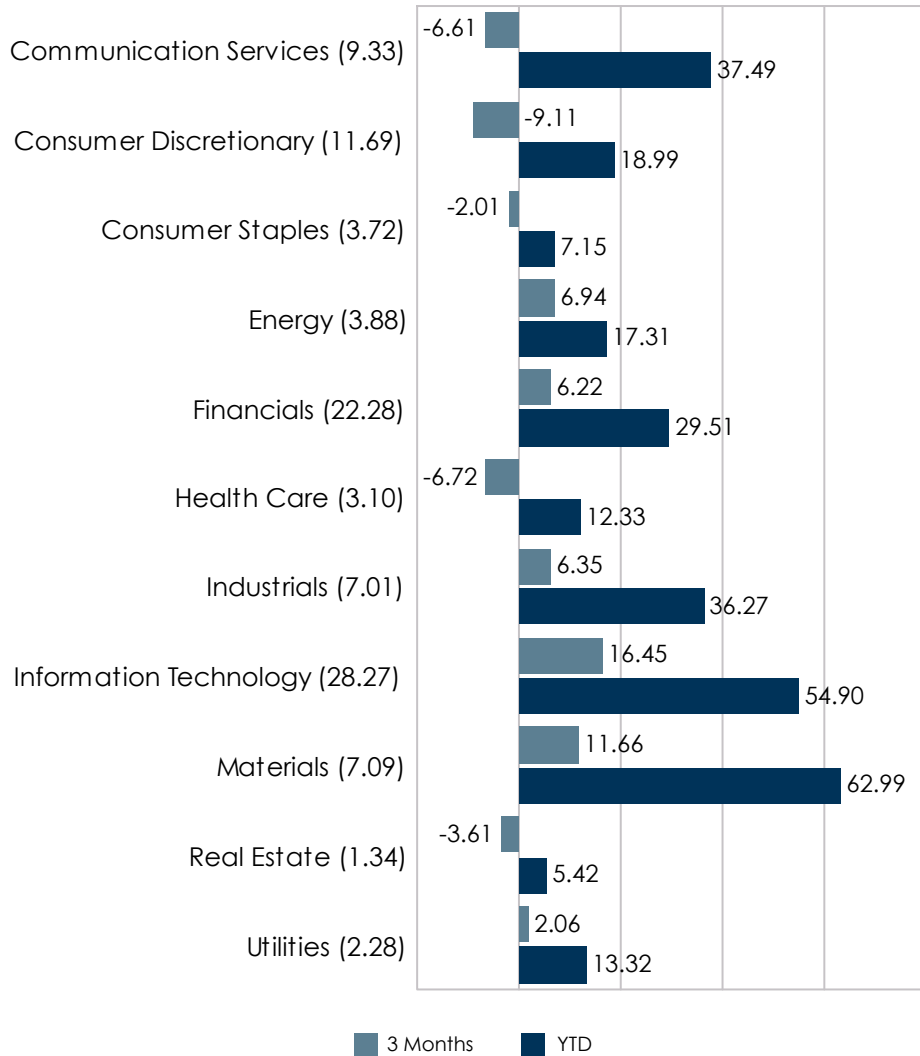


Numbers in parenthesis represent sector or country weights of the index. Sector or country weights may not add to 100% due to rounding.

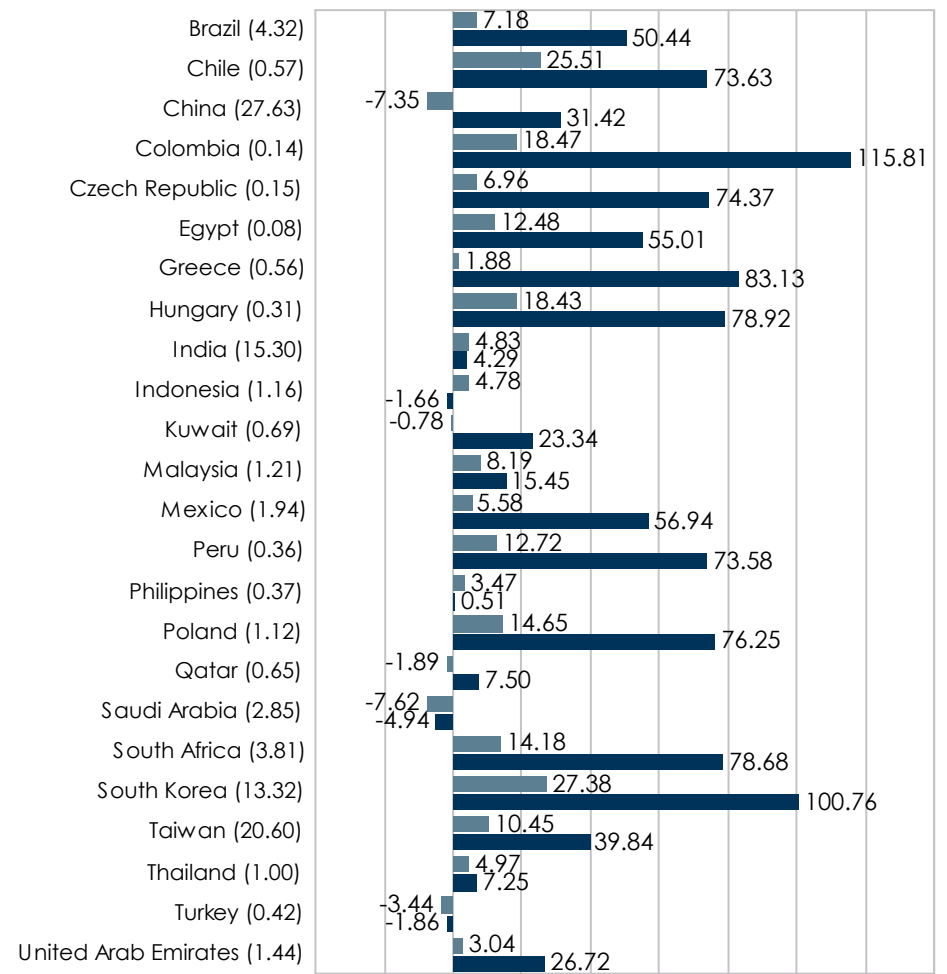
Emerging Markets - Performance Breakdown

For the Periods Ending December 31, 2025

MSCI Emerging Markets - Sector Returns (%)

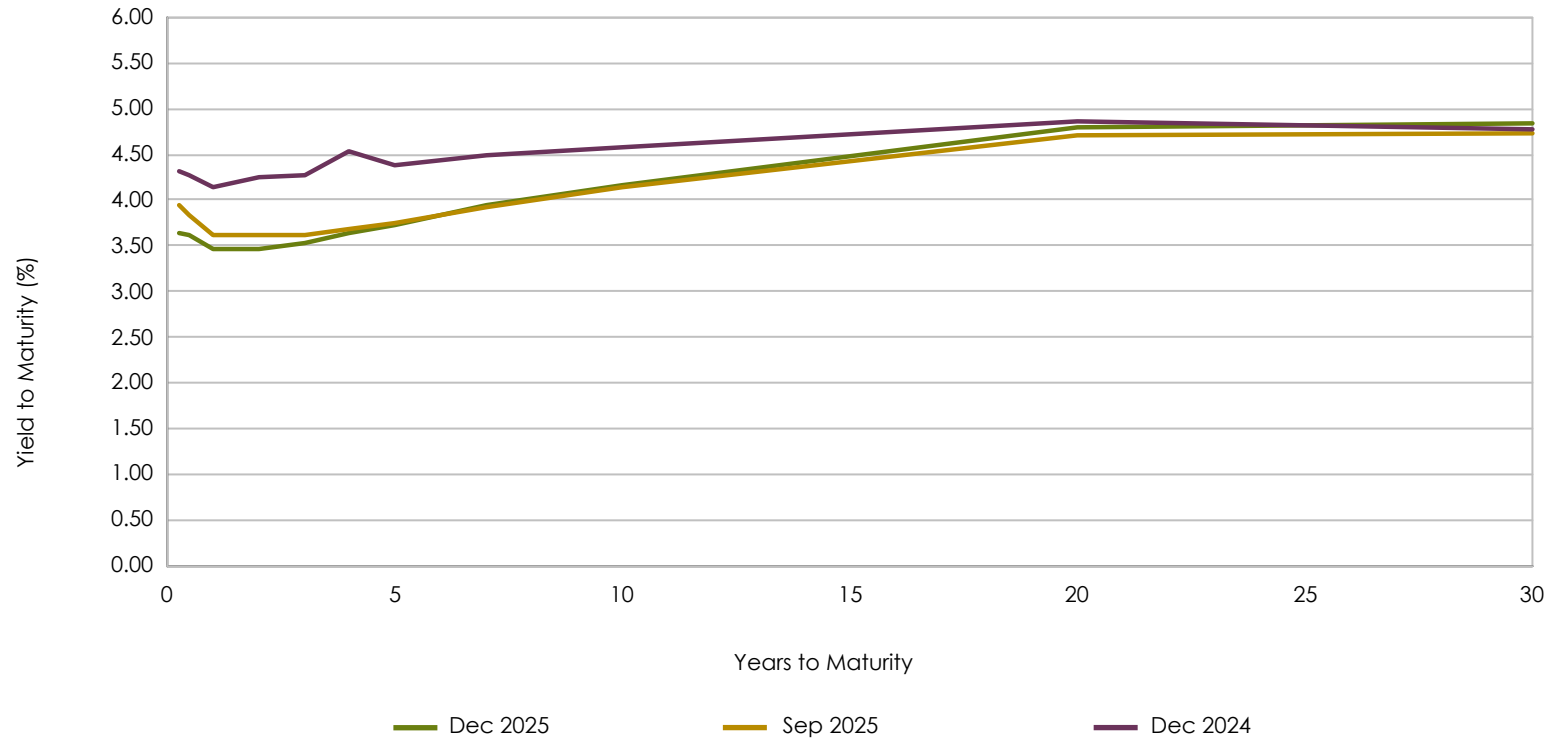


MSCI Emerging Markets - Country Returns (%)



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

Interest Rate Term Structure Government Issues - 3 Months to 30 Years Maturity

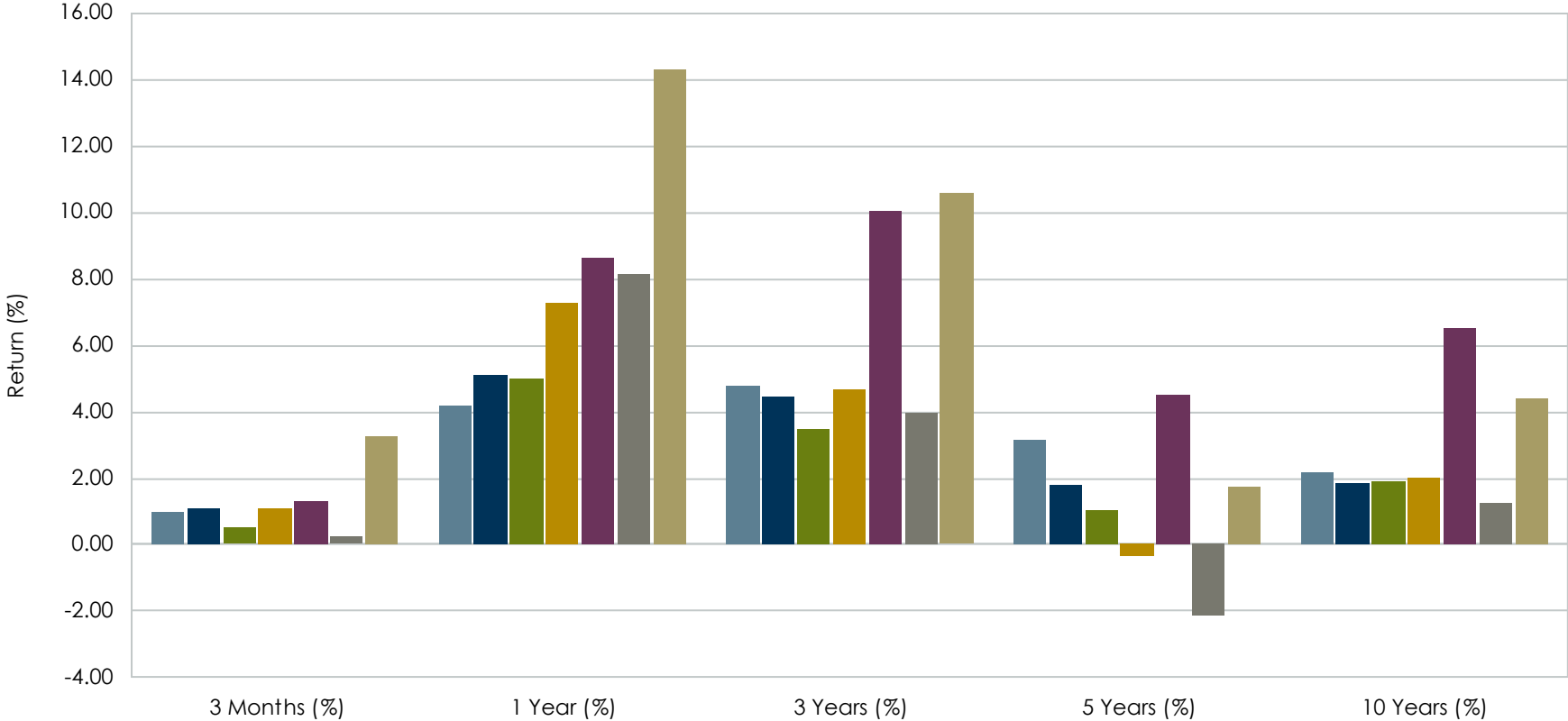


	Dec 2025	Sep 2025	Dec 2024
2 Years	3.48	3.61	4.24
3 Years	3.54	3.62	4.27
4 Years	3.64	3.69	4.53
5 Years	3.73	3.74	4.38
7 Years	3.94	3.93	4.48
10 Years	4.17	4.15	4.57
20 Years	4.79	4.70	4.86
30 Years	4.84	4.73	4.78
90 Days	3.63	3.94	4.32
180 Days	3.61	3.84	4.27
1 Year	3.48	3.62	4.15

Source: Bloomberg

Fixed Income Index Returns

For the Periods Ending December 31, 2025



US T-Bills 90 Day	0.97	4.18	4.81	3.17	2.18
ICE BofA 1-3 Yr Treasury	1.12	5.09	4.48	1.79	1.85
Bloomberg 5 Yr Municipal	0.50	5.03	3.49	1.05	1.93
Bloomberg US Aggregate	1.10	7.30	4.66	-0.36	2.01
Bloomberg US Corp High Yield	1.31	8.62	10.06	4.51	6.53
Bloomberg Global Aggregate	0.24	8.17	3.98	-2.15	1.26
JPM EMBI Global Diversified	3.29	14.30	10.60	1.78	4.40

US Fixed Income Market Environment

For the Periods Ending December 31, 2025

Nominal Returns By Sector (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
US Aggregate	1.09	7.30	4.67	-0.36
US Treasury	0.91	6.33	3.63	-0.99
US Agg: Gov't-Related	1.13	7.91	5.12	0.39
US Corporate IG	0.83	7.77	6.10	-0.09
MBS	1.70	8.59	4.90	0.15
CMBS	1.33	7.74	5.93	0.92
ABS	1.24	5.93	5.50	2.29
US Corp High Yield	1.32	8.64	10.07	4.51

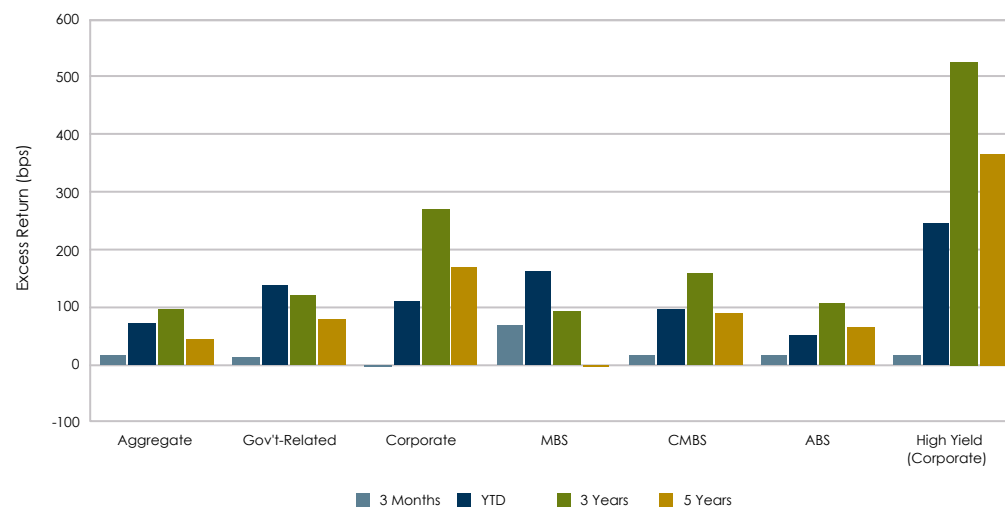
Nominal Returns by Quality (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
AAA	1.12	6.86	4.75	-0.13
AA	1.16	7.09	4.54	-0.80
A	0.95	7.88	5.71	-0.31
BAA	0.85	8.20	6.72	0.36
BA	1.51	9.02	8.95	3.83
B	1.58	8.45	9.83	4.51
CAA	0.19	8.28	14.31	6.31

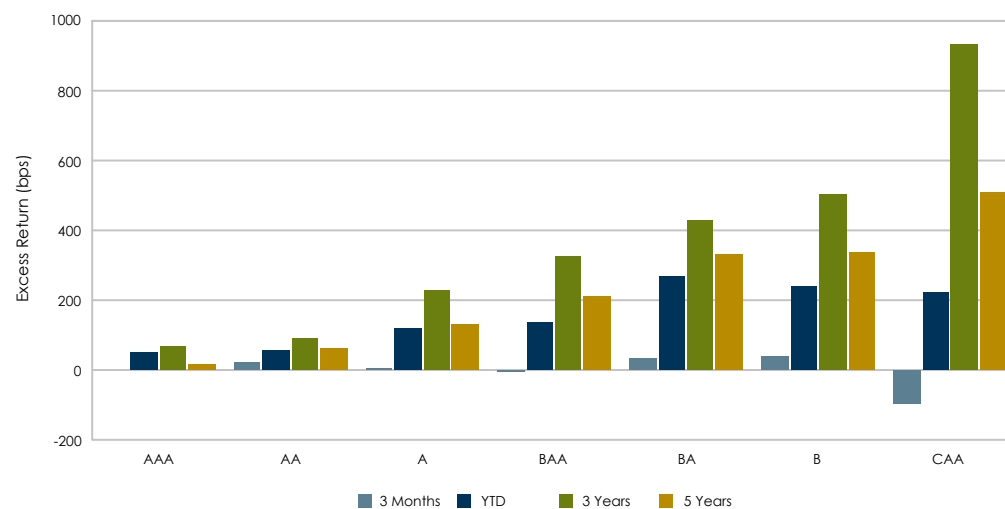
Nominal Returns by Maturity (%)

	<u>3 Months</u>	<u>YTD</u>	<u>3 Years</u>	<u>5 Years</u>
1-3 Yr.	1.18	5.38	4.81	1.98
3-5 Yr.	1.32	7.31	5.21	1.12
5-7 Yr.	1.36	8.34	5.19	0.29
7-10 Yr.	1.52	8.89	4.79	-0.93
10+ Yr.	0.00	6.65	2.84	-5.02

Excess Returns by Sector



Excess Returns by Quality



Source: Bloomberg

Excess returns are relative to the duration-neutral Treasury.

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FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

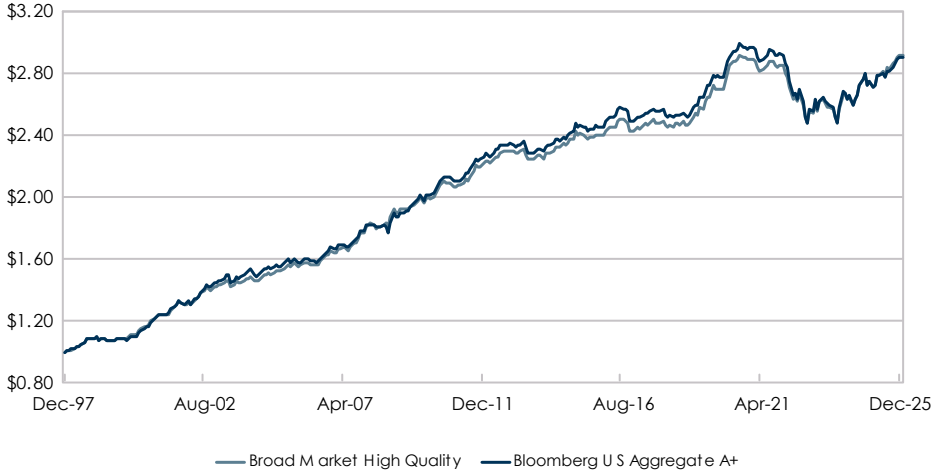
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ▪ Strategy Expanded High Quality Fixed Income ▪ Manager Atlanta Capital Management Company ▪ Vehicle Separately Managed Account ▪ Benchmark Barclays Aggregate A+ ▪ Performance Inception Date January 1998 ▪ Fees Manager Fees - 15 bps; Admin Fees - 14.5 bps ▪ Total Expenses Approximately 32 bps 	<ul style="list-style-type: none"> ▪ Minimum initial investment \$50,000 ▪ Minimum subsequent investments \$5,000 ▪ Minimum redemption \$5,000 ▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ▪ The Portfolio is valued on the last business day of the month. ▪ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ▪ Invests in Government and high quality securities while maintaining an average maturity of approximately eight and one-half years. ▪ Outperform the Bloomberg US Aggregate A+ over a complete market cycle (usually 3 to 5 years). ▪ Rank above median in a relevant peer group universe. ▪ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government. 			
		FYTD	
		1 Year	
	Beginning Market Value	199,824	168,303
	Net Additions	10,469	30,866
	Return on Investment	2,585	13,709
	Income	2,177	7,237
	Gain/Loss	409	6,472
	Ending Market Value	212,878	212,878

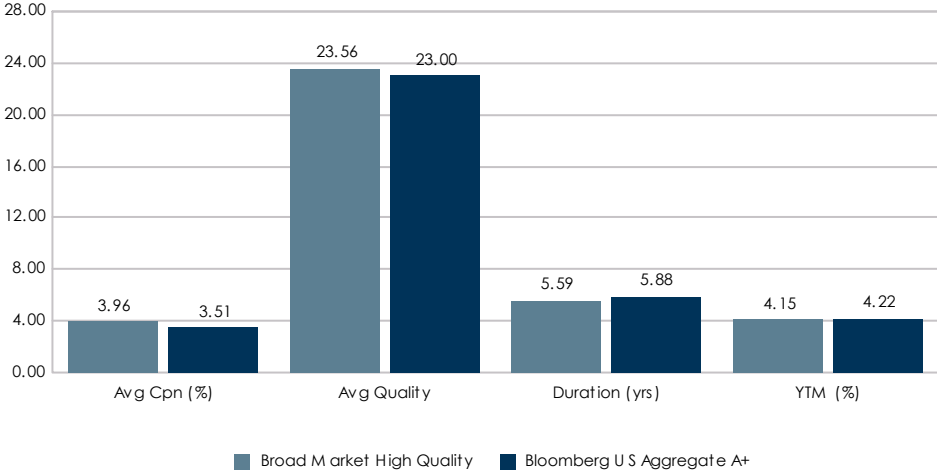
FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

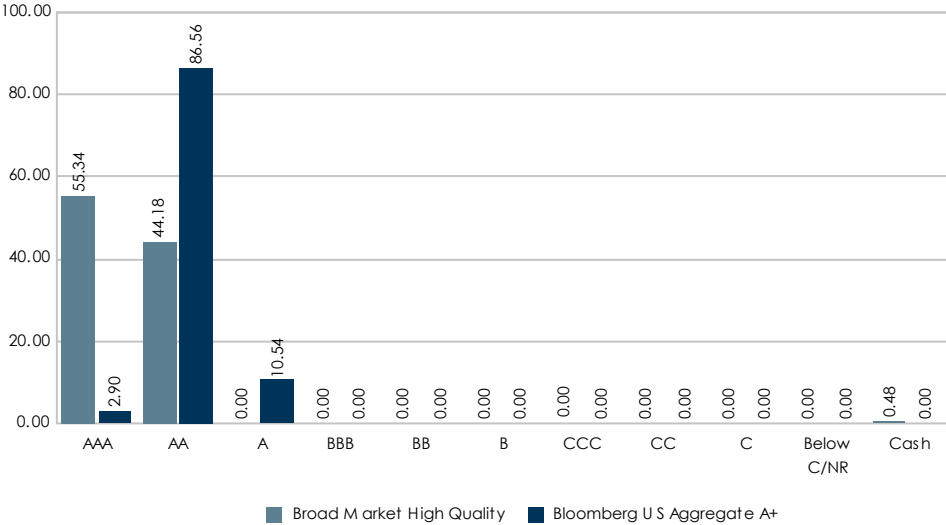
Growth of a Dollar



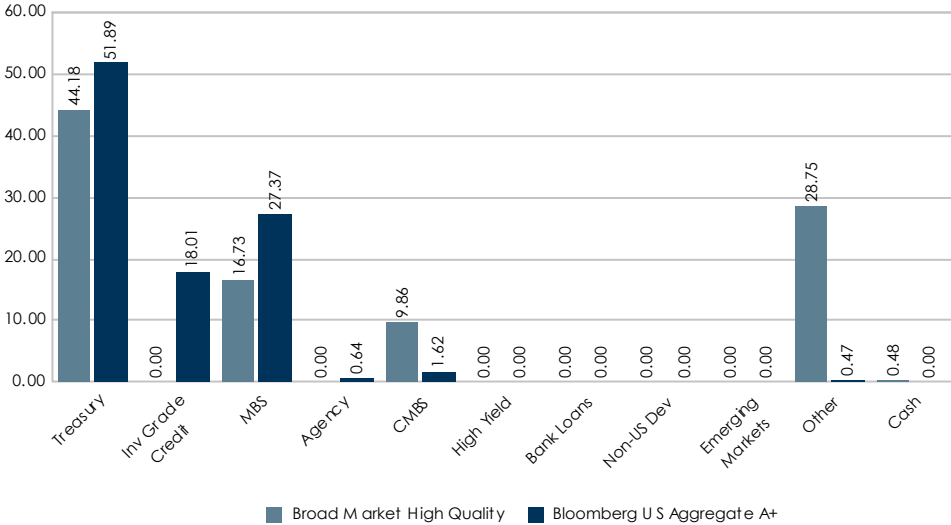
Characteristics



Quality Allocation



Sector Allocation

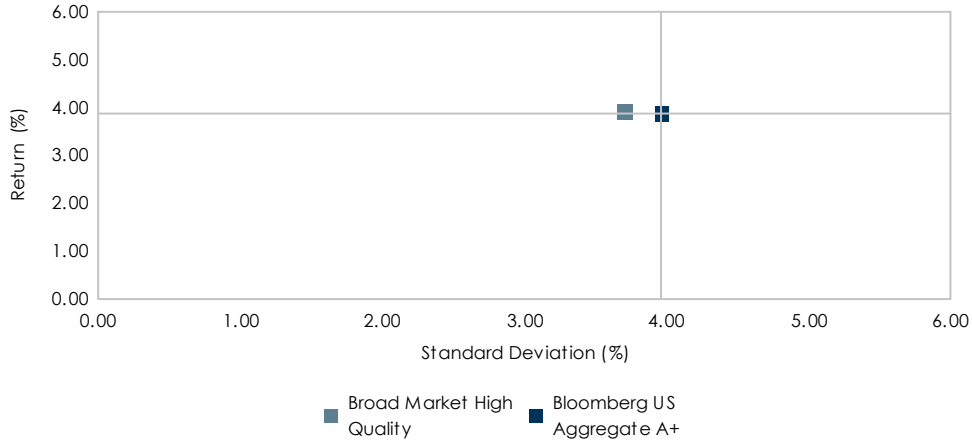


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144

FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

Risk / Return Since Jan 1998



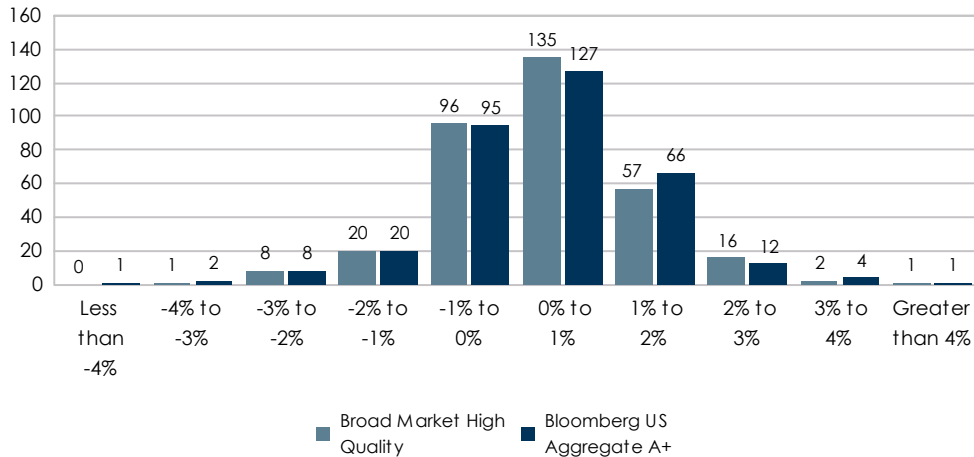
Portfolio Statistics Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Return (%)	3.90	3.88
Standard Deviation (%)	3.70	3.97
Sharpe Ratio	0.50	0.46

Benchmark Relative Statistics

Beta	0.91
R Squared (%)	95.30
Alpha (%)	0.35
Tracking Error (%)	0.88
Batting Average (%)	49.70
Up Capture (%)	94.46
Down Capture (%)	89.01

Return Histogram Since Jan 1998

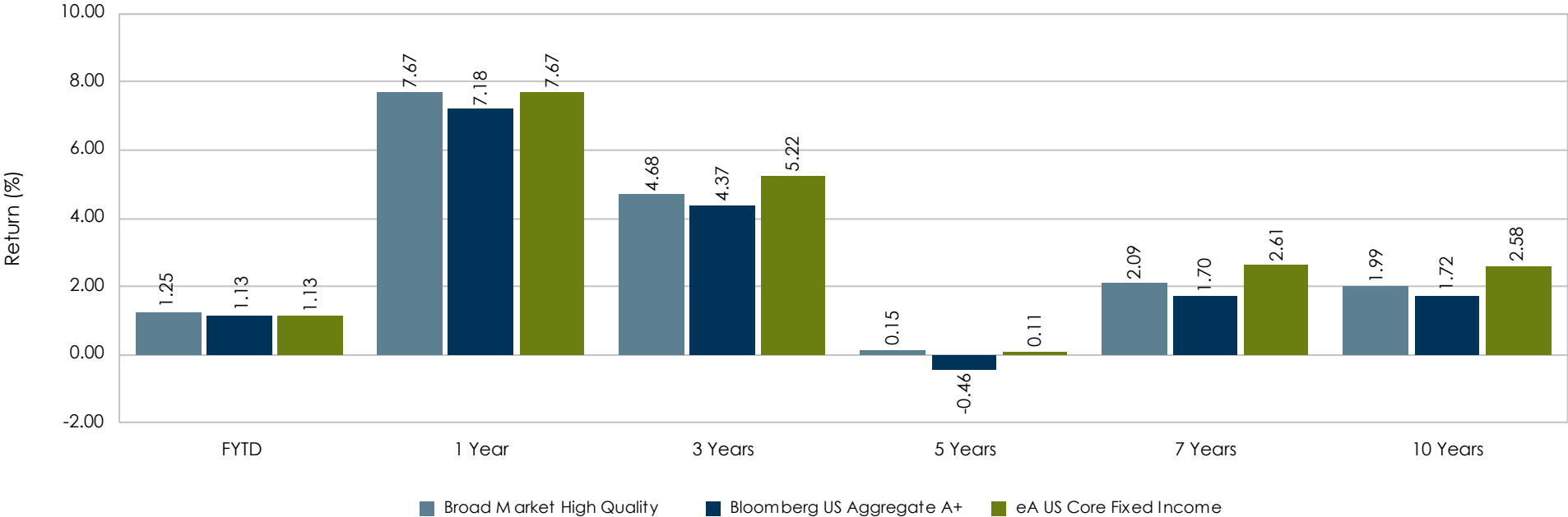


Return Analysis Since Jan 1998

	Broad Market High Quality	Bloomberg US Aggregate A+
Number of Months	336	336
Highest Monthly Return (%)	4.01	4.30
Lowest Monthly Return (%)	-3.40	-4.18
Number of Positive Months	211	210
Number of Negative Months	125	126
% of Positive Months	62.80	62.50

FMIvT Broad Market High Quality Bond Fund

For the Periods Ending December 31, 2025

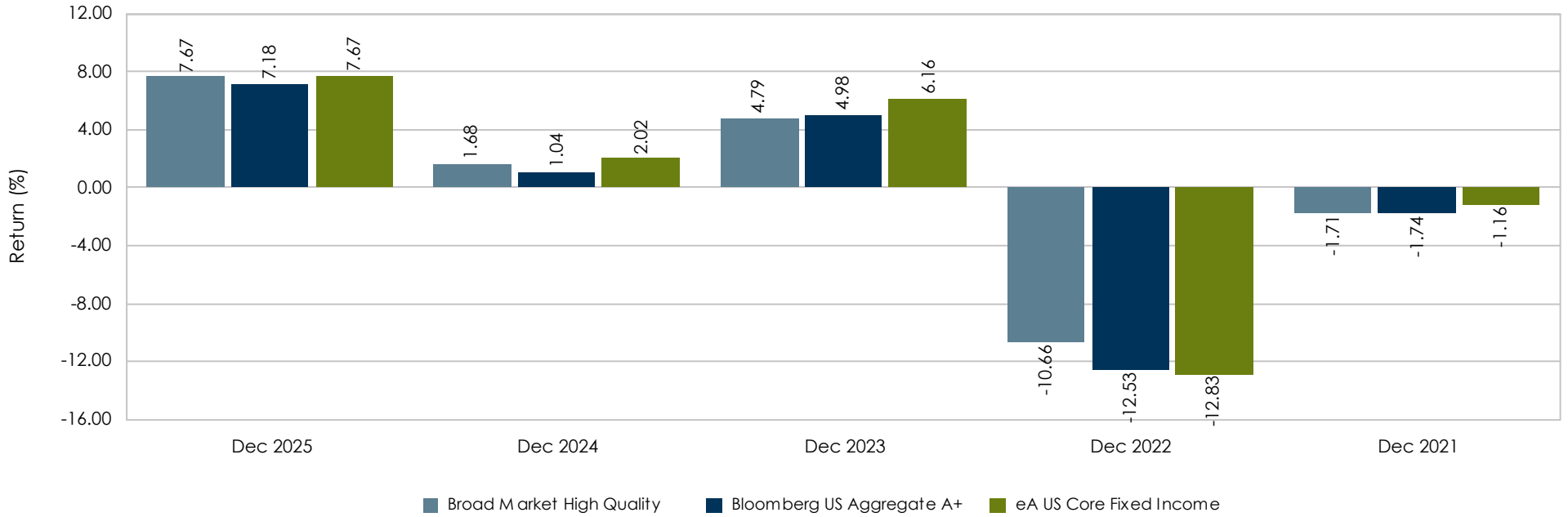


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	18	51	93	46	95	99
5th Percentile	1.37	8.48	6.21	1.08	3.34	3.26
25th Percentile	1.21	7.92	5.56	0.37	2.84	2.78
50th Percentile	1.13	7.67	5.22	0.11	2.61	2.58
75th Percentile	1.04	7.46	5.06	-0.07	2.42	2.39
95th Percentile	0.89	7.05	4.62	-0.39	2.09	2.17
Observations	196	196	194	191	182	174

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

FMIvT Broad Market High Quality Bond Fund

For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	51	74	98	11	85
5th Percentile	8.48	3.49	7.42	-8.33	0.50
25th Percentile	7.92	2.52	6.54	-12.22	-0.65
50th Percentile	7.67	2.02	6.16	-12.83	-1.16
75th Percentile	7.46	1.65	5.73	-13.27	-1.53
95th Percentile	7.05	1.19	5.19	-14.25	-2.12
Observations	196	229	246	247	248

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

Investment Guidelines
Broad Market High Quality Bond Fund
 For the Periods Ending December 31, 2025

Portfolio Sector Allocations	Max.%	Min. %	Actual Portfolio	Within Guidelines?	Comments
U.S. Govt Oblig., U.S. Govt Agency Oblig, or U.S. Govt Instrum. Oblig.	75.00%	30.00%	44.18%	Yes	
Mortgage Securities including CMO's	50.00%	0.00%	28.26%	Yes	
Corporate and Yankee Debt Obligations	30.00%	0.00%	0.00%	Yes	
Asset Backed Securities	30.00%	0.00%	27.08%	Yes	
Reverse Repurchase Agreements and/or other forms of financial leverage *	30.00%	0.00%	0.00%	Yes	
Other (Cash)	25.00%	0.00%	0.48%	Yes	
Portfolio Duration/Quality	Policy Expectations		Actual Portfolio	Within Guidelines?	Comments
Modified Duration					
Portfolio should maintain a duration equal to the Bloomberg US Aggregate A+ Index plus or minus 30% but no greater than 7 years.	4.12 to 7.00		5.59	Yes	
Credit quality					
Portfolio should Maintain a minimum bond fund rating of AA (Fitch).	AAf			Yes	
Individual Securities				Within Guidelines?	Comments
Minimum credit rating of A by any NRSRO for all corporate securities.				Yes	
Maximum of 3% at time of purchase and 5% of the portfolio value may be invested in corporate securities of an individual issuer.			0.00%	Yes	Largest Position Noted
A maximum of 5% of the portfolio, at market, may be invested in individual trusts of ABS and Non-Agency CMOs.			2.22%	Yes	Largest Position Noted
Final stated maturity of 31.0 years or less for all securities.				Yes	

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

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

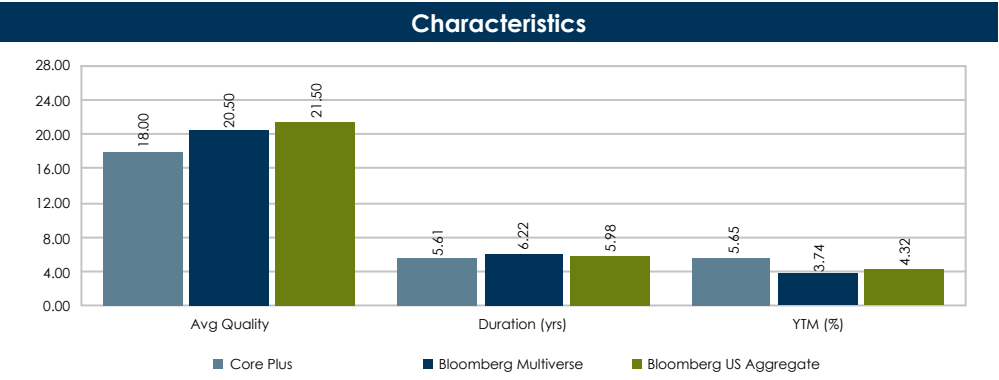
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ■ Strategy Core Plus Fixed Income ■ Manager Pioneer Institutional Investment ■ Vehicle Non-Mutual Commingled ■ Benchmark Barclays Multiverse ■ Performance Inception Date April 2014 ■ Fees Manager Fee - 55 bps; Admin Fee - 14.5 bps ■ Total Expenses Approximately 72 bps 	<ul style="list-style-type: none"> ■ Minimum initial investment \$50,000 ■ Minimum subsequent investments \$5,000 ■ Minimum redemption \$5,000 ■ The Portfolio is open once a month, on the first business day following a Portfolio Valuation date, to accept Member contributions or redemptions. ■ The Portfolio is valued on the last business day of the month. ■ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ■ Invests in a broad spectrum of fixed and floating rate debt securities that are diversified by credit quality, geography and duration. ■ Outperform the Bloomberg Multiverse over a complete market cycle (usually 3 to 5 years). ■ Rank above median in a relevant peer group universe. ■ The Portfolio is subject to interest rate, credit and liquidity risk, which may cause a loss of principal. Neither the Fund nor its yield is guaranteed by the US Government. 		FYTD	1 Year
	Beginning Market Value	192,994	162,770
	Net Additions	270	14,659
	Return on Investment	2,658	18,492
	Ending Market Value	195,922	195,922

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

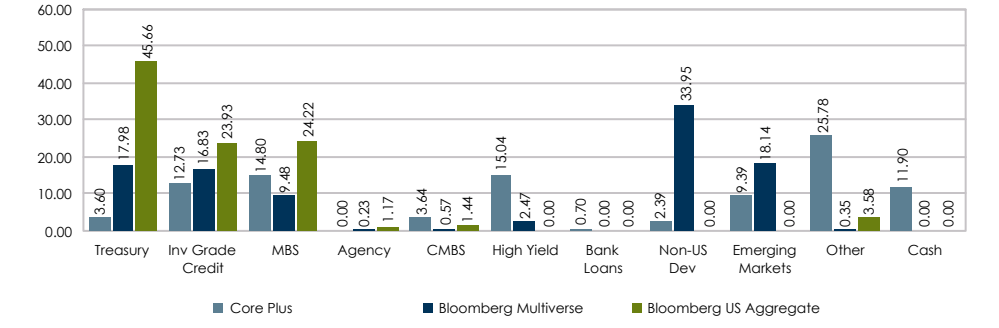
Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Core Plus	195,922	100.00
Pioneer MSFI	195,922	100.00



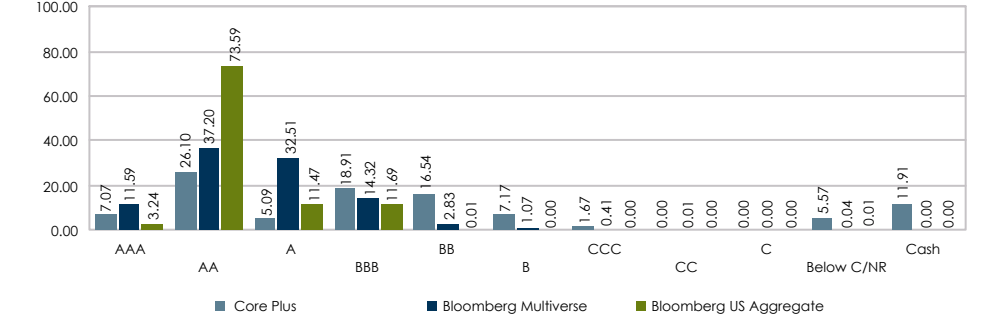
Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	192,994	162,770
Net Additions	270	14,659
Return on Investment	2,658	18,492
Ending Market Value	195,922	195,922

Sector Allocation



Quality Allocation

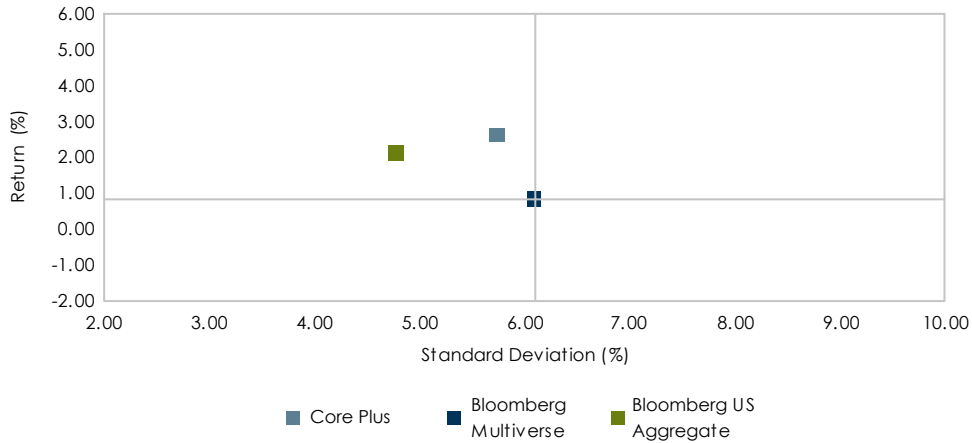


The Other sector consists of ABS, CMO, Convertibles, Municipals, Private Placements/144As and TIPS.

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

Risk / Return Since Apr 2014



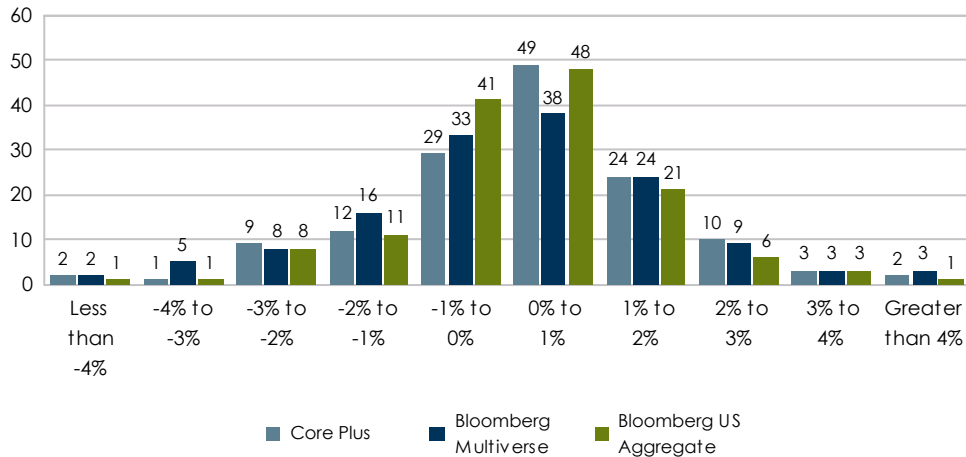
Portfolio Statistics Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	2.64	0.82	2.10
Standard Deviation (%)	5.74	6.09	4.76
Sharpe Ratio	0.14	-0.17	0.05

Benchmark Relative Statistics

	Bloomberg Multiverse	Bloomberg US Aggregate
Beta	0.66	0.79
R Squared (%)	49.07	42.46
Alpha (%)	2.13	1.05
Tracking Error (%)	4.59	4.48
Batting Average (%)	58.87	58.87
Up Capture (%)	69.90	81.32
Down Capture (%)	46.80	65.83

Return Histogram Since Apr 2014

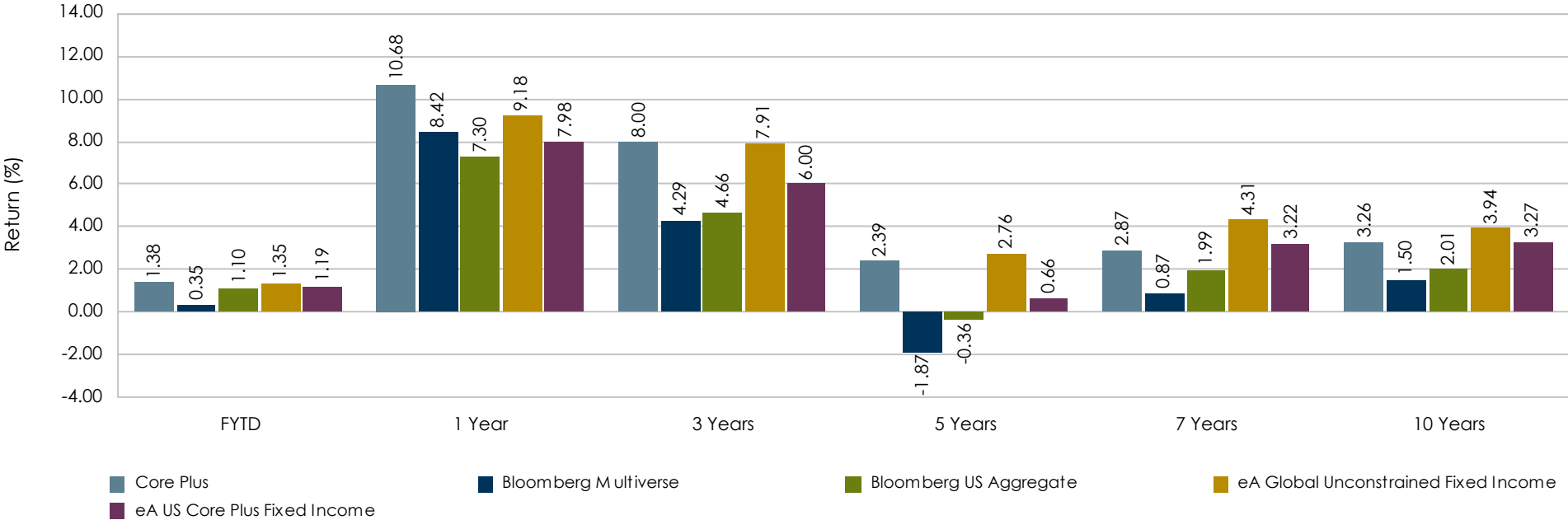


Return Analysis Since Apr 2014

	Core Plus	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	141	141	141
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-8.40	-5.44	-4.32
Number of Positive Months	88	77	79
Number of Negative Months	53	64	62
% of Positive Months	62.41	54.61	56.03

FMIvT Core Plus Fixed Income Fund

For the Periods Ending December 31, 2025

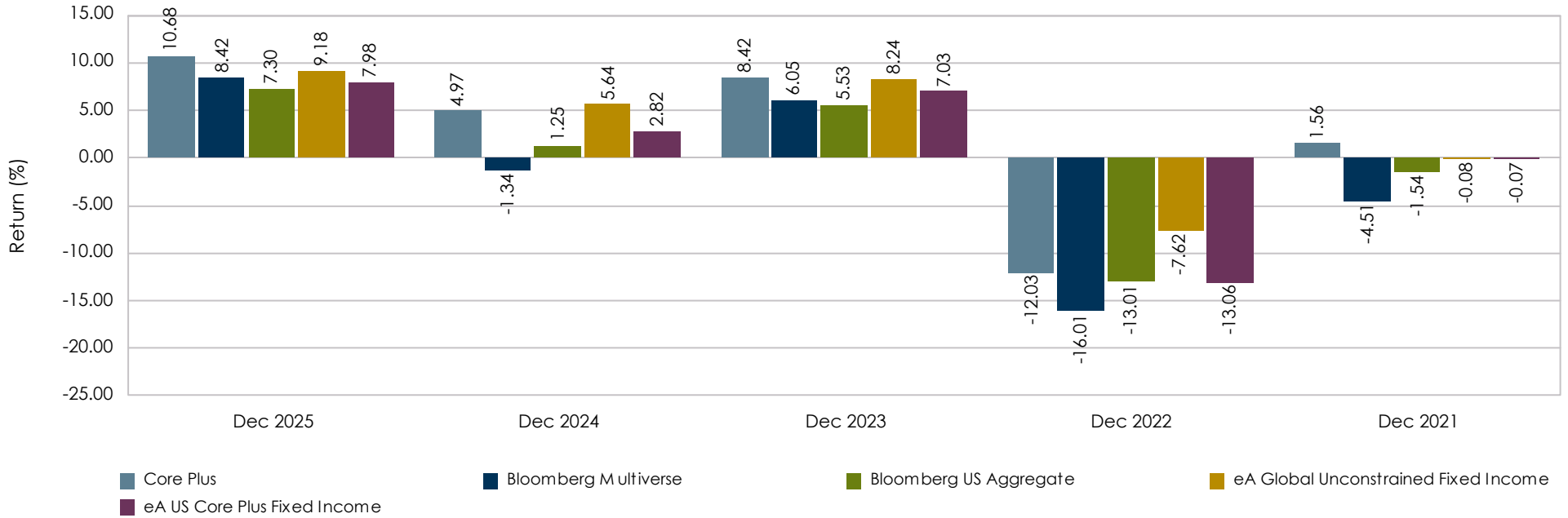


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	49 / 12	38 / 2	49 / 3	59 / 7	87 / 76	75 / 52
5th Percentile	3.22 / 1.54	20.13 / 9.39	12.13 / 7.33	6.01 / 2.59	7.30 / 4.52	5.58 / 4.46
25th Percentile	1.55 / 1.29	13.86 / 8.45	8.99 / 6.49	3.99 / 1.15	5.02 / 3.72	4.68 / 3.73
50th Percentile	1.35 / 1.19	9.18 / 7.98	7.91 / 6.00	2.76 / 0.66	4.31 / 3.22	3.94 / 3.27
75th Percentile	0.89 / 1.08	7.58 / 7.77	6.50 / 5.60	1.64 / 0.35	3.60 / 2.90	3.24 / 2.90
95th Percentile	0.32 / 0.90	5.32 / 7.31	4.77 / 5.02	-0.56 / -0.16	2.28 / 2.53	2.06 / 2.56
Observations	78 / 131	78 / 130	78 / 129	75 / 124	69 / 117	61 / 106

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

FMIvT Core Plus Fixed Income Fund

For the One Year Periods Ending December



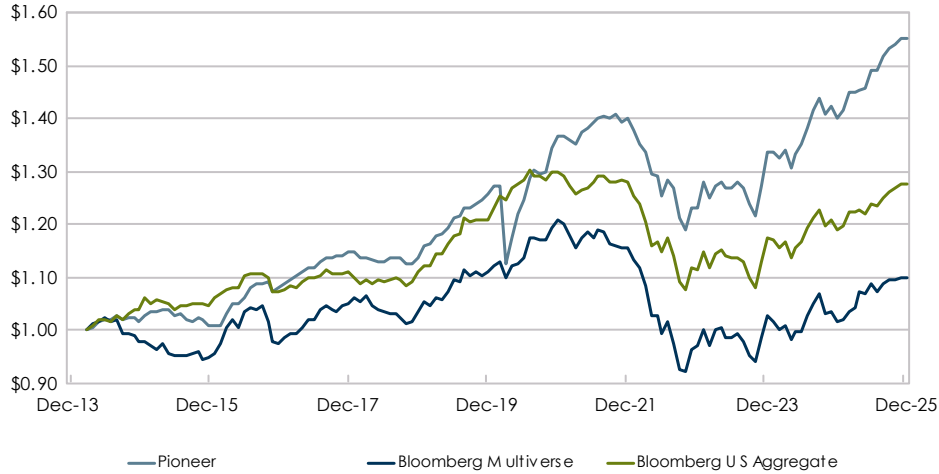
	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	38 / 2	55 / 8	48 / 7	77 / 21	26 / 11
5th Percentile	20.13 / 9.39	10.50 / 5.98	14.43 / 8.82	1.92 / -7.08	4.48 / 2.69
25th Percentile	13.86 / 8.45	7.00 / 3.49	10.34 / 7.68	-3.18 / -12.32	1.59 / 0.45
50th Percentile	9.18 / 7.98	5.64 / 2.82	8.24 / 7.03	-7.62 / -13.06	-0.08 / -0.07
75th Percentile	7.58 / 7.77	1.62 / 2.29	6.87 / 6.44	-11.90 / -13.84	-3.00 / -0.70
95th Percentile	5.32 / 7.31	-4.10 / 1.20	3.40 / 5.71	-19.75 / -15.37	-7.12 / -1.64
Observations	78 / 130	95 / 141	94 / 148	103 / 144	105 / 145

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

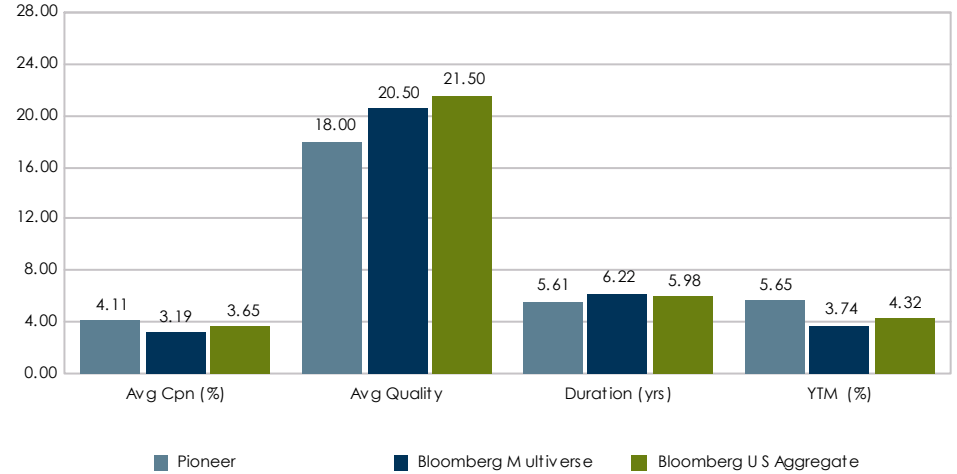
Pioneer MSFI

For the Periods Ending December 31, 2025

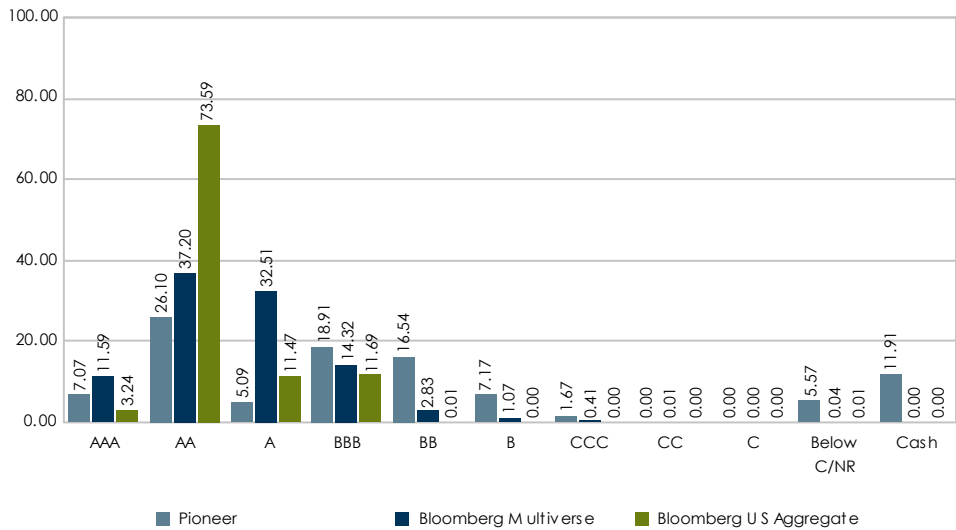
Growth of a Dollar



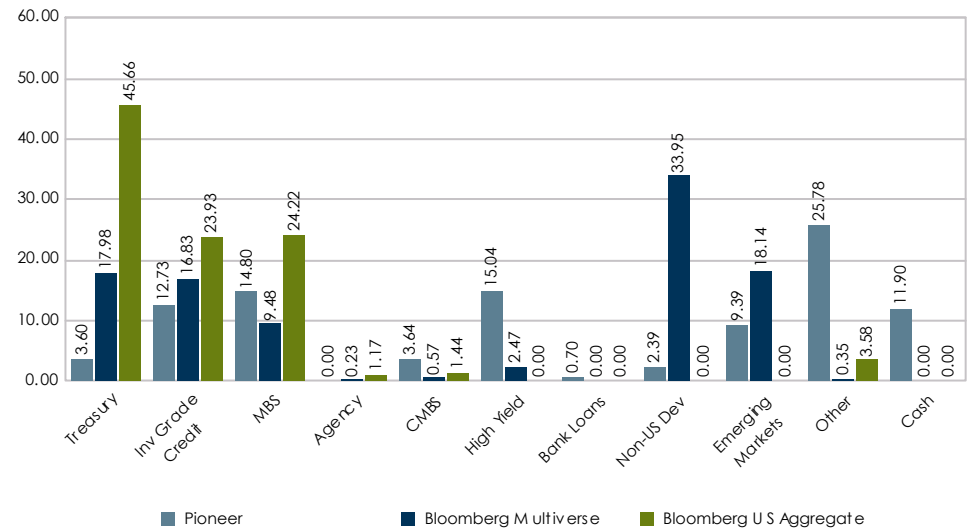
Characteristics



Quality Allocation



Sector Allocation



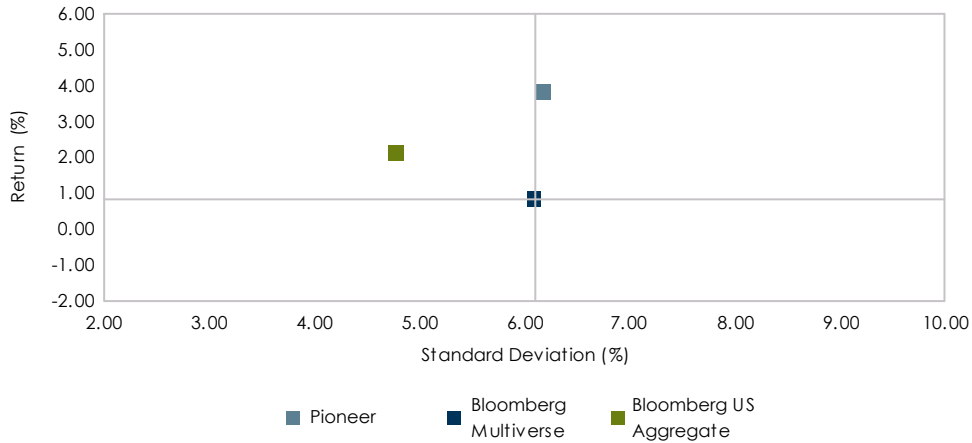
Characteristic and allocation charts represents the composite data of the Pioneer Multi-Sector Fixed Income.

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

Pioneer MSFI

For the Periods Ending December 31, 2025

Risk / Return Since Apr 2014



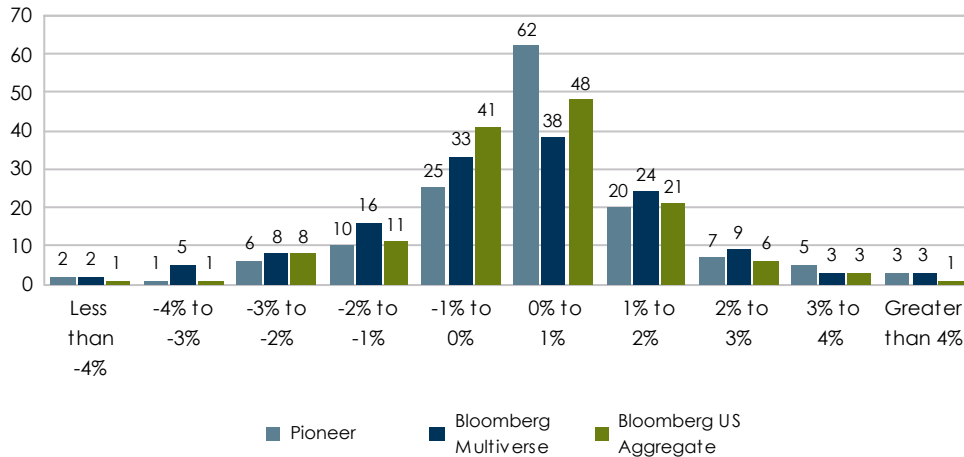
Portfolio Statistics Since Apr 2014

	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Return (%)	3.81	0.82	2.10
Standard Deviation (%)	6.18	6.09	4.76
Sharpe Ratio	0.32	-0.17	0.05

Benchmark Relative Statistics

Beta	0.77	0.93
R Squared (%)	57.54	51.21
Alpha (%)	3.22	1.93
Tracking Error (%)	4.27	4.33
Batting Average (%)	65.96	62.41
Up Capture (%)	91.16	111.17
Down Capture (%)	54.18	82.54

Return Histogram Since Apr 2014

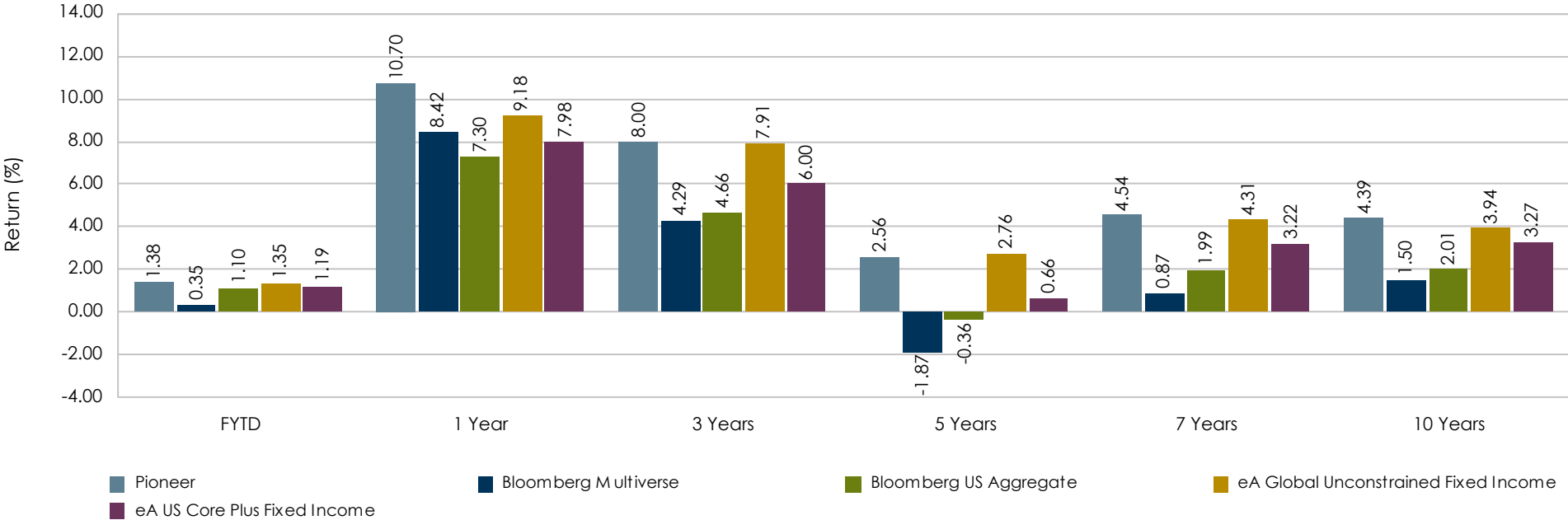


Return Analysis Since Apr 2014

	Pioneer	Bloomberg Multiverse	Bloomberg US Aggregate
Number of Months	141	141	141
Highest Monthly Return (%)	4.84	5.06	4.53
Lowest Monthly Return (%)	-11.69	-5.44	-4.32
Number of Positive Months	97	77	79
Number of Negative Months	44	64	62
% of Positive Months	68.79	54.61	56.03

Pioneer MSFI

For the Periods Ending December 31, 2025

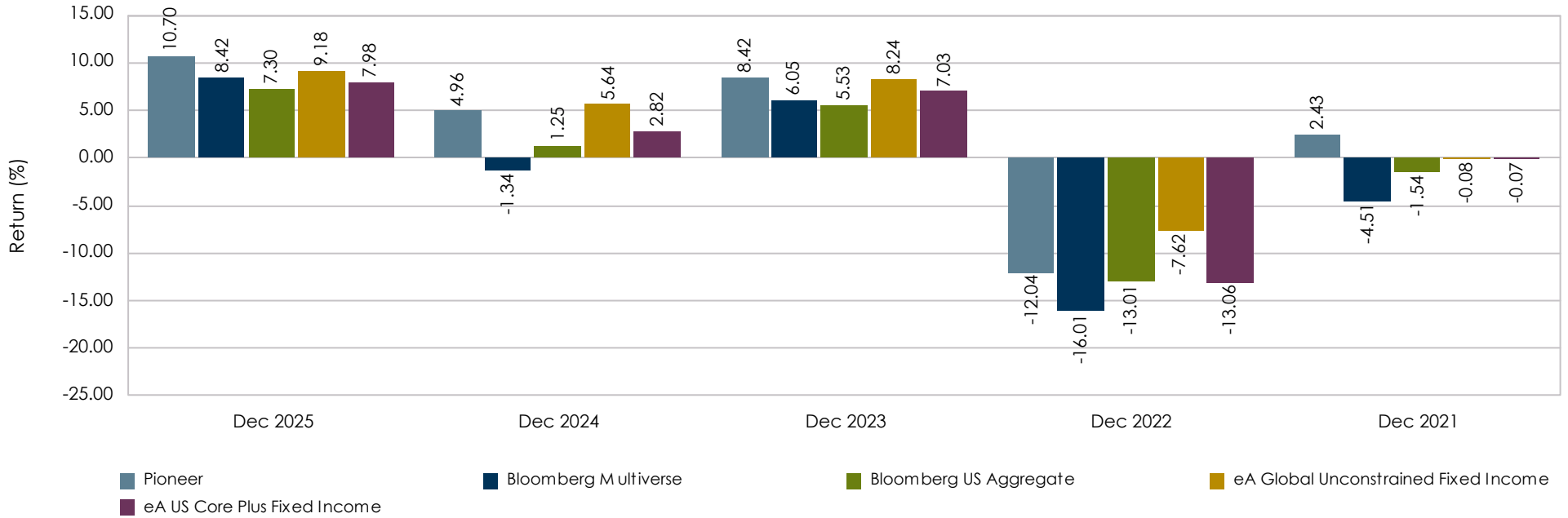


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	49 / 12	38 / 2	49 / 3	56 / 6	39 / 5	37 / 6
5th Percentile	3.22 / 1.54	20.13 / 9.39	12.13 / 7.33	6.01 / 2.59	7.30 / 4.52	5.58 / 4.46
25th Percentile	1.55 / 1.29	13.86 / 8.45	8.99 / 6.49	3.99 / 1.15	5.02 / 3.72	4.68 / 3.73
50th Percentile	1.35 / 1.19	9.18 / 7.98	7.91 / 6.00	2.76 / 0.66	4.31 / 3.22	3.94 / 3.27
75th Percentile	0.89 / 1.08	7.58 / 7.77	6.50 / 5.60	1.64 / 0.35	3.60 / 2.90	3.24 / 2.90
95th Percentile	0.32 / 0.90	5.32 / 7.31	4.77 / 5.02	-0.56 / -0.16	2.28 / 2.53	2.06 / 2.56
Observations	78 / 131	78 / 130	78 / 129	75 / 124	69 / 117	61 / 106

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

Pioneer MSFI

For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	38 / 2	55 / 8	48 / 7	77 / 21	14 / 7
5th Percentile	20.13 / 9.39	10.50 / 5.98	14.43 / 8.82	1.92 / -7.08	4.48 / 2.69
25th Percentile	13.86 / 8.45	7.00 / 3.49	10.34 / 7.68	-3.18 / -12.32	1.59 / 0.45
50th Percentile	9.18 / 7.98	5.64 / 2.82	8.24 / 7.03	-7.62 / -13.06	-0.08 / -0.07
75th Percentile	7.58 / 7.77	1.62 / 2.29	6.87 / 6.44	-11.90 / -13.84	-3.00 / -0.70
95th Percentile	5.32 / 7.31	-4.10 / 1.20	3.40 / 5.71	-19.75 / -15.37	-7.12 / -1.64
Observations	78 / 130	95 / 141	94 / 148	103 / 144	105 / 145

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

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ■ Strategy Large Cap US Equity ■ Manager State Street ■ Vehicle Non-Mutual Commingled ■ Benchmark A blend of Russell 1000 and S&P 500 ■ Performance Inception Date October 2017 ■ Fees Manager Fee - 6 bps; Admin Fee - 14.5 bps ■ Total Expenses Approximately 23 bps 	<ul style="list-style-type: none"> ■ Minimum initial investment \$50,000 ■ Minimum subsequent investments \$5,000 ■ Minimum redemption \$5,000 ■ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ■ The Portfolio is valued on the last business day of the month. ■ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

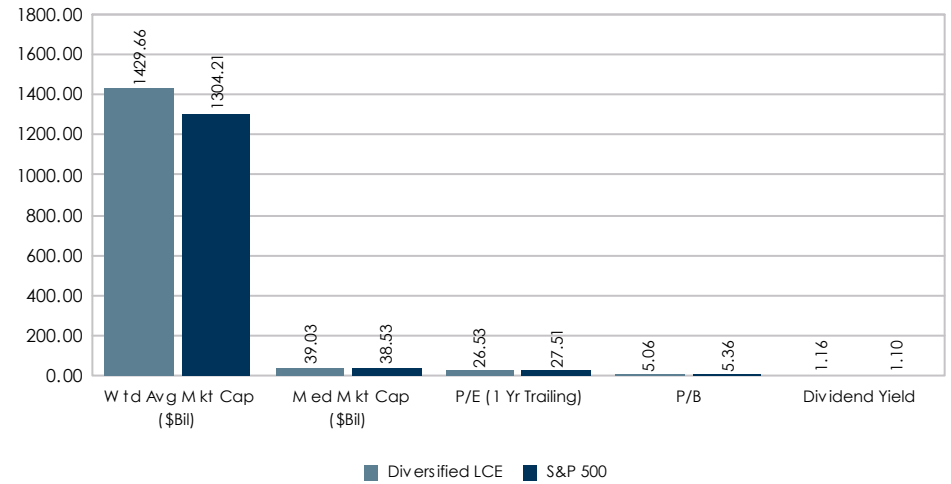
Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ■ Invests in large cap US stocks that are diversified by industry and sector. ■ Outperform the LC Benchmark over a complete market cycle (usually 3 to 5 years). ■ Rank above median in a relevant peer group universe. ■ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC. 		FYTD	1 Year
	Beginning Market Value	364,878	307,392
	Net Additions	-1,505	16,122
	Return on Investment	9,654	49,513
	Ending Market Value	373,027	373,027

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total Diversified LCE	373,027	100.00
SSgA S&P 500 Index	373,027	100.00

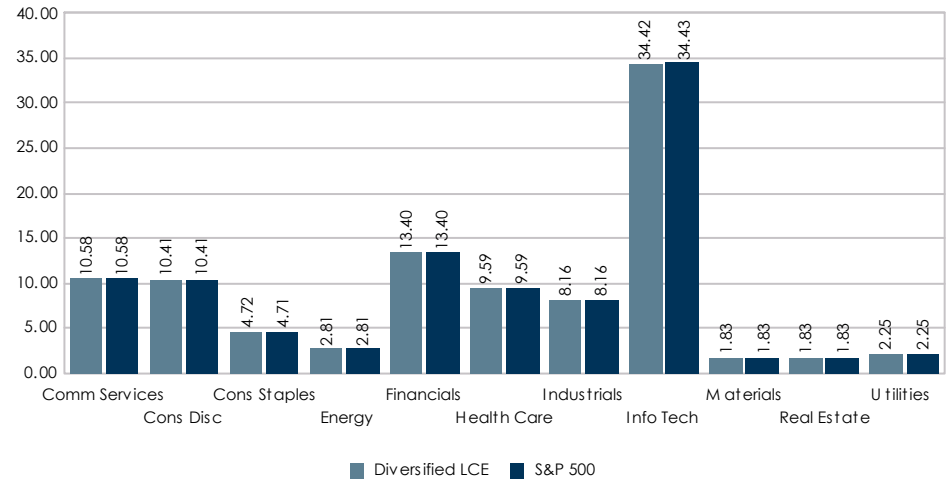
Characteristics



Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	364,878	307,392
Net Additions	-1,505	16,122
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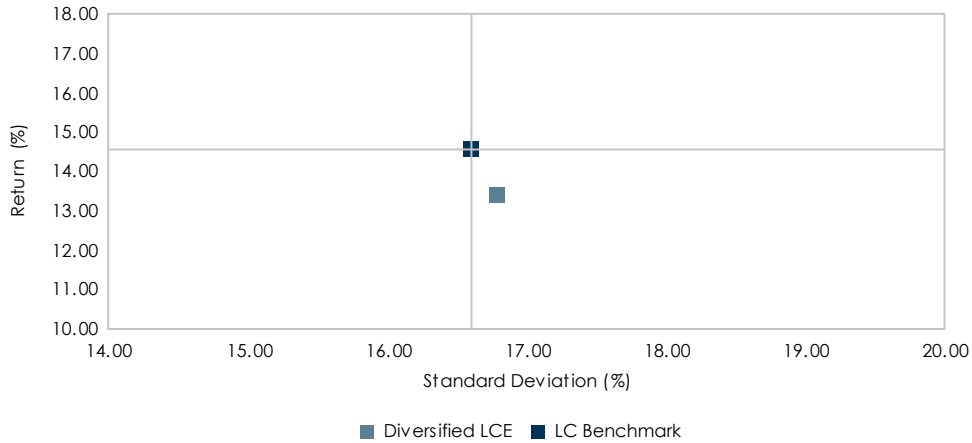
Sector Allocation



FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Oct 2017



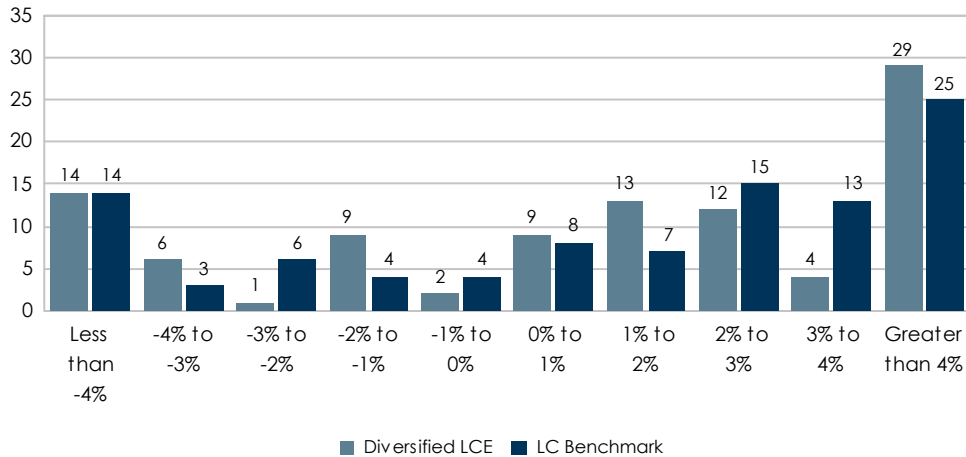
Portfolio Statistics Since Oct 2017

	Diversified LCE	LC Benchmark
Return (%)	13.35	14.53
Standard Deviation (%)	16.79	16.60
Sharpe Ratio	0.64	0.72

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	97.50
Alpha (%)	-0.99
Tracking Error (%)	2.66
Batting Average (%)	44.44
Up Capture (%)	94.99
Down Capture (%)	99.05

Return Histogram Since Oct 2017

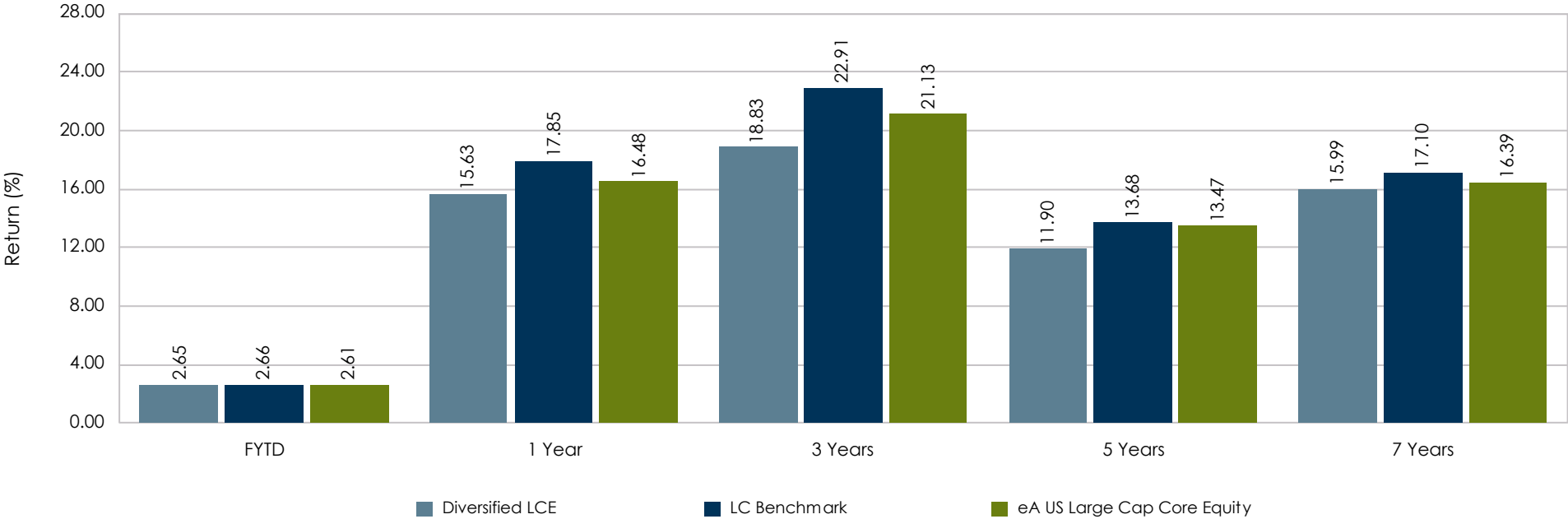


Return Analysis Since Oct 2017

	Diversified LCE	LC Benchmark
Number of Months	99	99
Highest Monthly Return (%)	13.79	13.21
Lowest Monthly Return (%)	-14.99	-13.21
Number of Positive Months	67	68
Number of Negative Months	32	31
% of Positive Months	67.68	68.69

FMIvT Diversified Large Cap Equity Portfolio

For the Periods Ending December 31, 2025

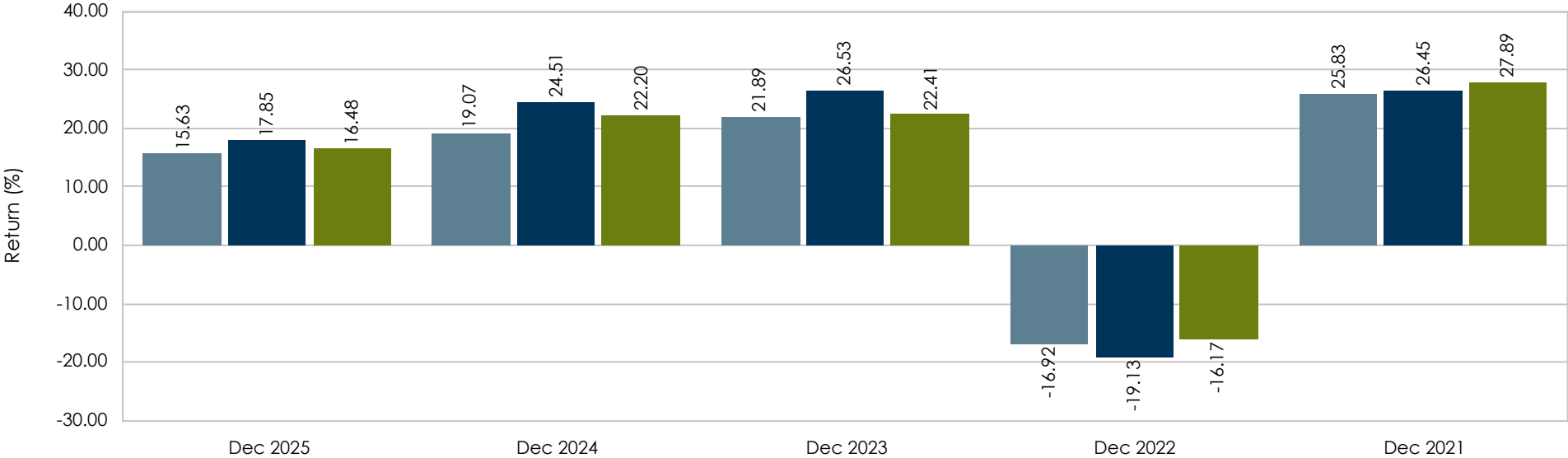


	FYTD	1 Year	3 Years	5 Years	7 Years
Ranking	49	56	64	72	59
5th Percentile	5.08	22.21	26.98	16.88	19.25
25th Percentile	3.52	18.91	23.71	15.12	17.65
50th Percentile	2.61	16.48	21.13	13.47	16.39
75th Percentile	1.31	12.95	17.08	11.48	15.00
95th Percentile	-0.76	7.62	11.53	8.91	11.98
Observations	380	380	373	350	325

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

FMIvT Diversified Large Cap Equity Portfolio

For the One Year Periods Ending December



■ Diversified LCE ■ LC Benchmark ■ eA US Large Cap Core Equity

Ranking	56	67	53	57	67
5th Percentile	22.21	30.54	33.00	-4.17	33.62
25th Percentile	18.91	26.02	26.91	-12.14	30.16
50th Percentile	16.48	22.20	22.41	-16.17	27.89
75th Percentile	12.95	16.91	16.91	-18.81	24.82
95th Percentile	7.62	10.95	8.45	-22.53	19.11
Observations	380	433	401	392	395

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

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

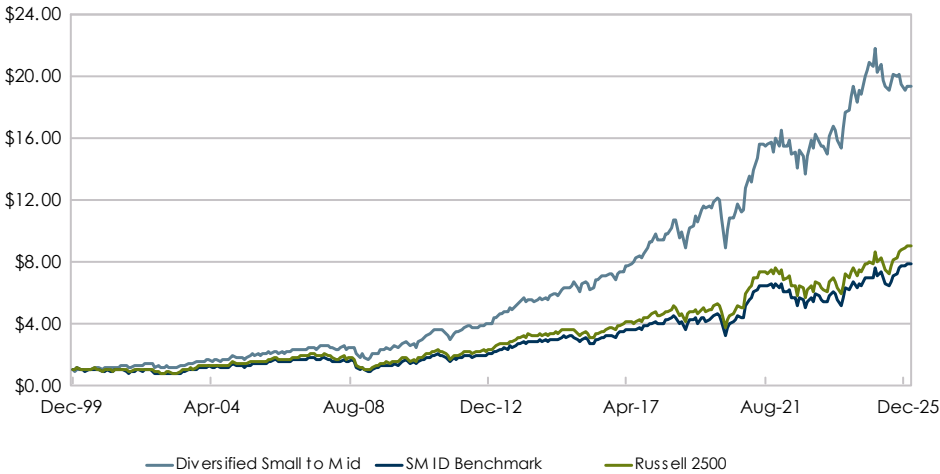
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ▪ Strategy Small to Mid (SMID) (Strategy change in 2010) ▪ Manager Atlanta Capital Management Company ▪ Vehicle Separately Managed Account ▪ Benchmark A blend of Russell 2500 and Russell 2000 ▪ Performance Inception Date January 2000 ▪ Fees Manager Fee - 45 bps; Admin Fee - 14.5 bps ▪ Total Expenses Approximately 62 bps 	<ul style="list-style-type: none"> ▪ Minimum initial investment \$50,000 ▪ Minimum subsequent investments \$5,000 ▪ Minimum redemption \$5,000 ▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ▪ The Portfolio is valued on the last business day of the month. ▪ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)																						
<ul style="list-style-type: none"> ▪ Invests in small to mid cap core style common stocks of companies domiciled in the US or traded on the New York Stock Exchange. ▪ Outperform a blended index of the Russell 2500 beginning June 1, 2010 and the Russell 2000 prior to that, over a complete market cycle (usually 3 to 5 years). ▪ Rank above median in a relevant peer group universe. ▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Shares of the Portfolio are neither insured nor guaranteed by any US Government agency, including the FDIC. 																							
		<table border="0"> <thead> <tr> <th></th> <th style="text-align: center;">FYTD</th> <th style="text-align: center;">1 Year</th> </tr> </thead> <tbody> <tr> <td>Beginning Market Value</td> <td style="text-align: right;">216,553</td> <td style="text-align: right;">213,916</td> </tr> <tr> <td>Net Additions</td> <td style="text-align: right;">12,462</td> <td style="text-align: right;">24,496</td> </tr> <tr> <td>Return on Investment</td> <td style="text-align: right;">-949</td> <td style="text-align: right;">-10,345</td> </tr> <tr> <td style="padding-left: 20px;">Income</td> <td style="text-align: right;">662</td> <td style="text-align: right;">2,280</td> </tr> <tr> <td style="padding-left: 20px;">Gain/Loss</td> <td style="text-align: right;">-1,611</td> <td style="text-align: right;">-12,625</td> </tr> <tr> <td>Ending Market Value</td> <td style="text-align: right;">228,066</td> <td style="text-align: right;">228,066</td> </tr> </tbody> </table>		FYTD	1 Year	Beginning Market Value	216,553	213,916	Net Additions	12,462	24,496	Return on Investment	-949	-10,345	Income	662	2,280	Gain/Loss	-1,611	-12,625	Ending Market Value	228,066	228,066
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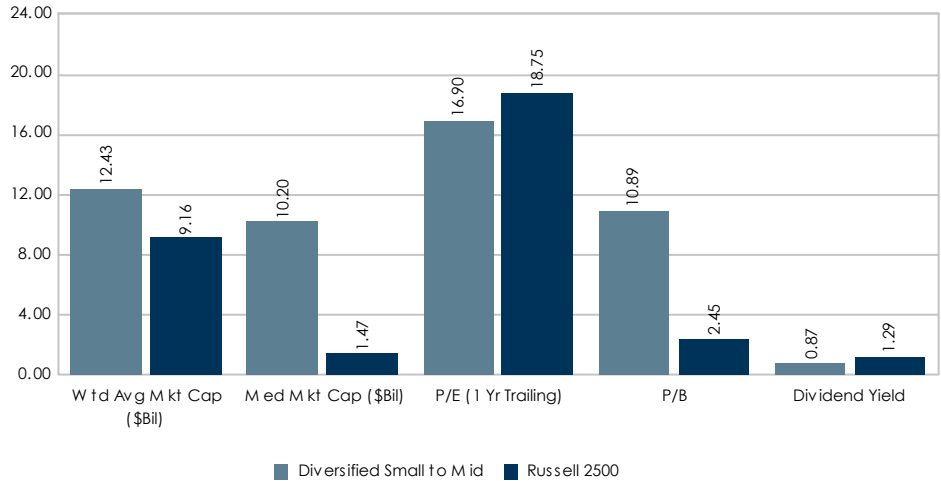
FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

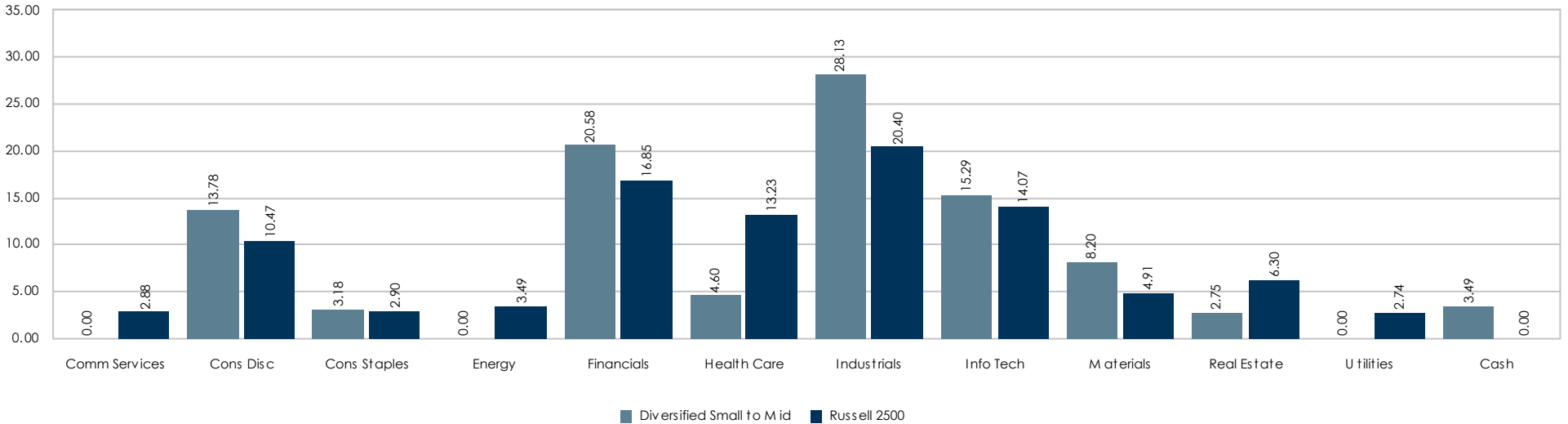
Growth of a Dollar



Characteristics



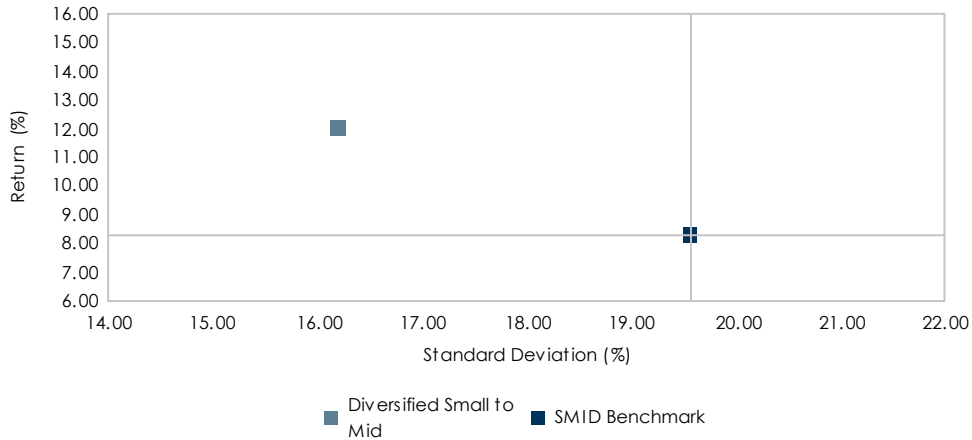
Sector Allocation



FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Jan 2000



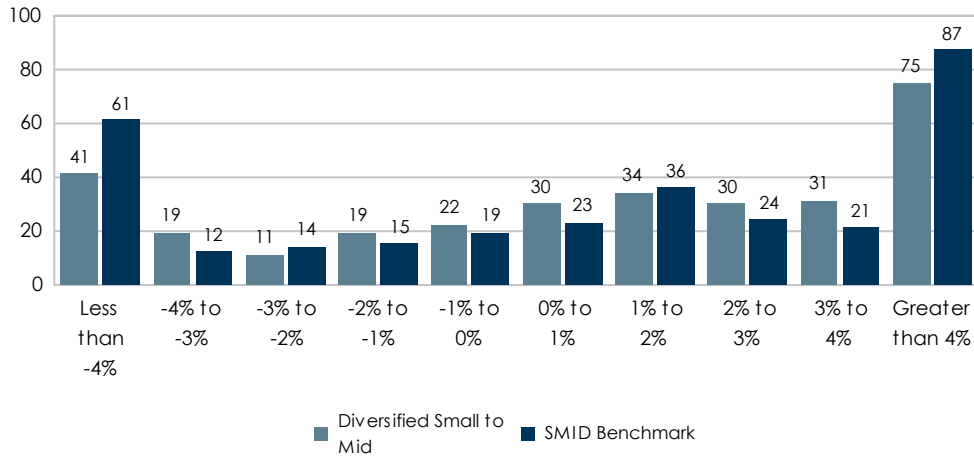
Portfolio Statistics Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Return (%)	12.06	8.28
Standard Deviation (%)	16.20	19.56
Sharpe Ratio	0.63	0.33

Benchmark Relative Statistics

Beta	0.76
R Squared (%)	84.67
Alpha (%)	5.34
Tracking Error (%)	7.87
Batting Average (%)	51.92
Up Capture (%)	82.67
Down Capture (%)	72.09

Return Histogram Since Jan 2000

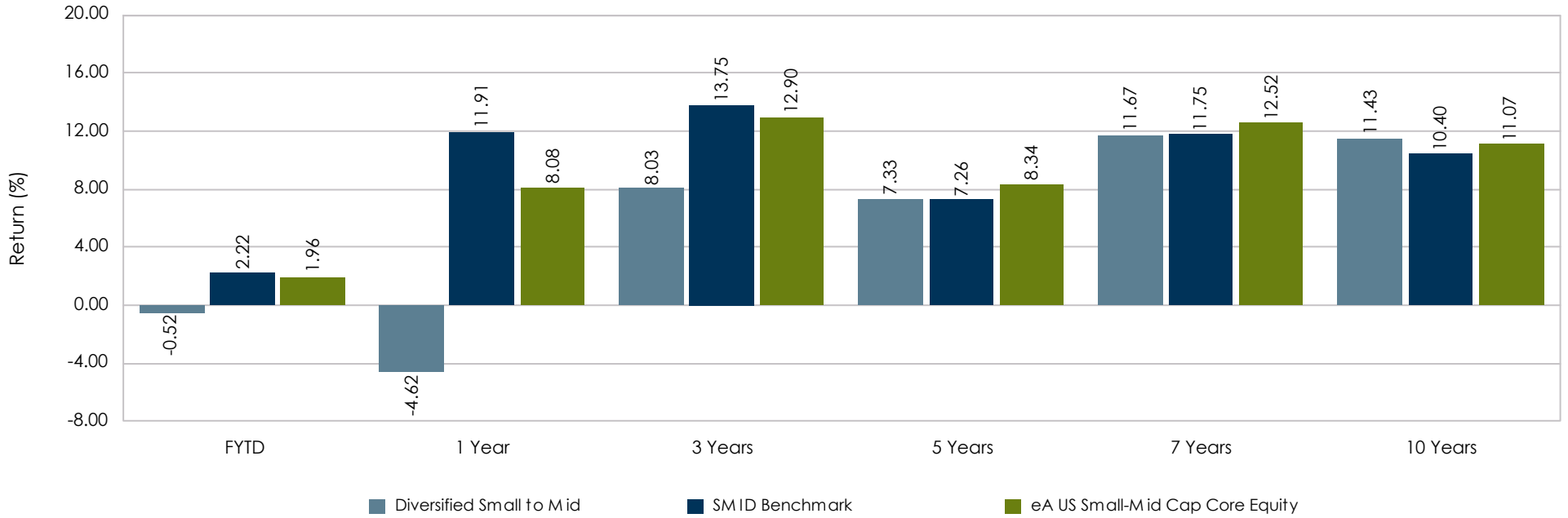


Return Analysis Since Jan 2000

	Diversified Small to Mid	SMID Benchmark
Number of Months	312	312
Highest Monthly Return (%)	15.00	16.51
Lowest Monthly Return (%)	-17.49	-21.70
Number of Positive Months	200	191
Number of Negative Months	112	121
% of Positive Months	64.10	61.22

FMIvT Diversified SMID Cap Equity Portfolio

For the Periods Ending December 31, 2025

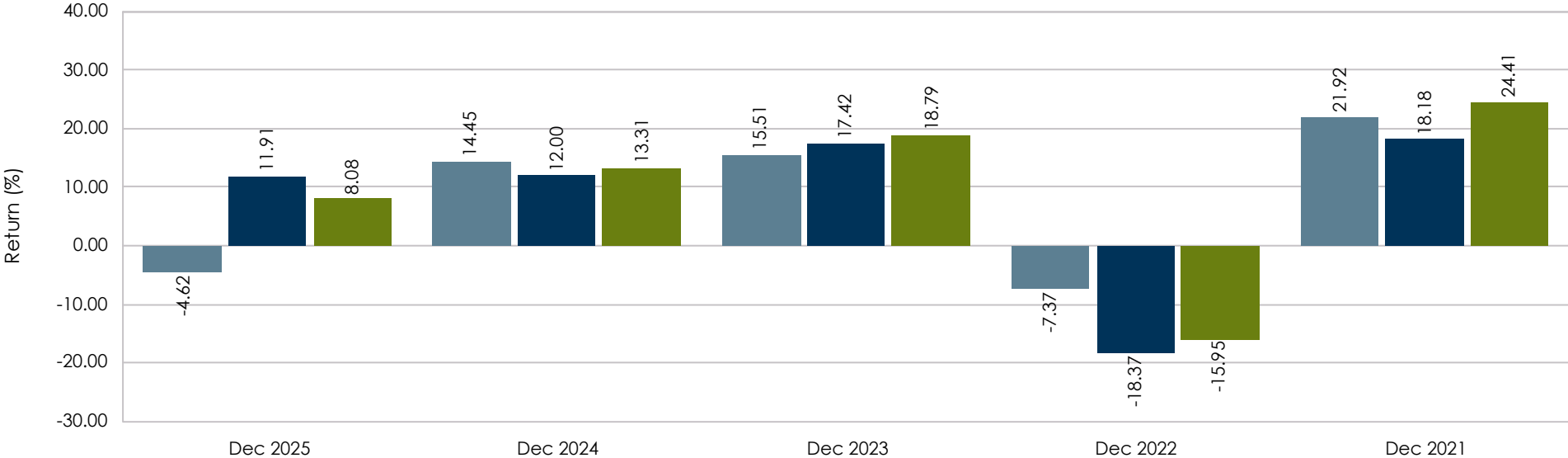


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	78	97	89	63	64	40
5th Percentile	6.14	19.77	21.11	15.12	17.06	14.83
25th Percentile	2.81	14.02	15.58	10.57	14.01	12.02
50th Percentile	1.96	8.08	12.90	8.34	12.52	11.07
75th Percentile	-0.47	2.68	9.99	6.11	10.79	9.85
95th Percentile	-3.72	-4.47	6.66	3.96	8.95	8.60
Observations	98	98	93	90	78	58

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

FMIvT Diversified SMID Cap Equity Portfolio

For the One Year Periods Ending December



■ Diversified Small to Mid ■ SMID Benchmark ■ eA US Small-Mid Cap Core Equity

Ranking	97	41	67	8	67
5th Percentile	19.77	25.23	28.60	-4.74	35.43
25th Percentile	14.02	16.40	21.62	-12.05	30.36
50th Percentile	8.08	13.31	18.79	-15.95	24.41
75th Percentile	2.68	10.38	14.45	-19.23	20.49
95th Percentile	-4.47	5.19	8.30	-26.03	13.88
Observations	98	103	106	100	97

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

Investment Guidelines
Diversified Small to Mid (SMID) Cap Equity Portfolio

For the Periods Ending December 31, 2025

Portfolio Sector Allocations	Maximum	Actual Portfolio	Within Guidelines?	Comments
Maximum sector concentration shall be no more than 30% in any one sector				
Communication Services	30.00%	0.00%	Yes	
Consumer Discretionary	30.00%	13.78%	Yes	
Consumer Staples	30.00%	3.18%	Yes	
Energy	30.00%	0.00%	Yes	
Financials	30.00%	20.58%	Yes	
Health Care	30.00%	4.60%	Yes	
Industrials	30.00%	28.13%	Yes	
Information Technology	30.00%	15.29%	Yes	
Materials	30.00%	8.20%	Yes	
Real Estate	30.00%	2.75%	Yes	
Utilities	30.00%	0.00%	Yes	
Allocation	Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.	10.00%	3.49%	Yes	
A maximum of 5% of the portfolio may be invested in the securities of an individual corporation.	5.00%	4.14%	Yes	Largest Position Noted
A maximum of 10% of the portfolio, valued at market, may be invested in convertible issues (must have rating of Baa/BBB or better).	10.00%	0.00%	Yes	
A maximum of 5% of the portfolio, valued at market, may be invested in any one convertible issuer.	5.00%	0.00%	Yes	
A maximum of 10% of the portfolio, valued at cost, may be invested in common stocks of corporations that are organized under the laws of any country other than the United States and traded on the NYSE, AMEX, or NASDAQ.	10.00%	0.00%	Yes	

FMIvT International Equity Portfolio

For the Periods Ending December 31, 2025

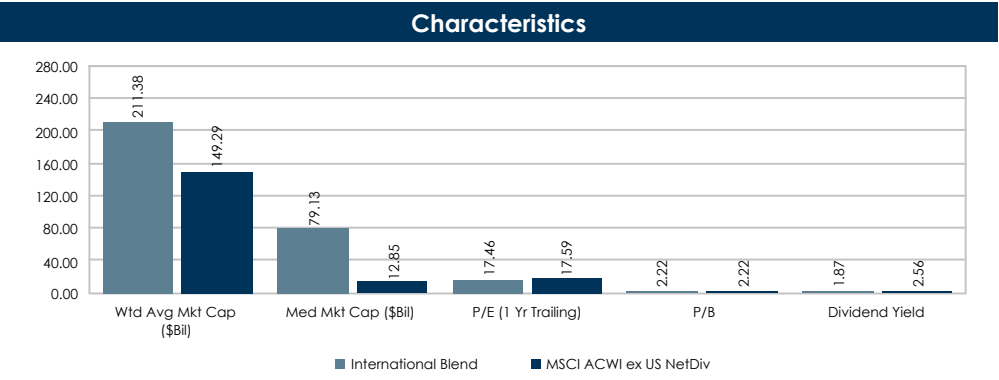
Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ▪ Strategy International Equity ▪ Manager Ninety One Asset Management and Allspring Global Investments ▪ Vehicle Non-Mutual Commingled ▪ Benchmark MSCI ACWI ex US ▪ Performance Inception Date June 2005 (Manager changes April 2011, October 2014 & October 2017) ▪ Fees Manager Fee - 43 bps; Admin Fee - 14.5 bps ▪ Total Expenses Approximately 59 bps 	<ul style="list-style-type: none"> ▪ Minimum initial investment \$50,000 ▪ Minimum subsequent investments \$5,000 ▪ Minimum redemption \$5,000 ▪ The Portfolio is open once a month, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ▪ The Portfolio is valued on the last business day of the month. ▪ The Administrator must have advance written notification of Member contributions or redemptions 5 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ▪ Invests in developed and emerging markets outside the US. Maintains approximately equal weightings to both growth and value securities through a systematic rebalancing process. ▪ Outperform the MSCI ACWI ex US NetDiv over a complete market cycle (usually 3 to 5 years). ▪ Rank above median in a relevant peer group universe. ▪ Stock values fluctuate in response to the activities of individual companies, the general market and economic conditions. Investments in foreign securities generally pose greater risk than domestic securities. 			
		FYTD	
		1 Year	
	Beginning Market Value	282,955	227,207
	Net Additions	-418	-10,890
	Return on Investment	4,156	70,375
	Ending Market Value	286,692	286,692

FMIvT International Equity Portfolio

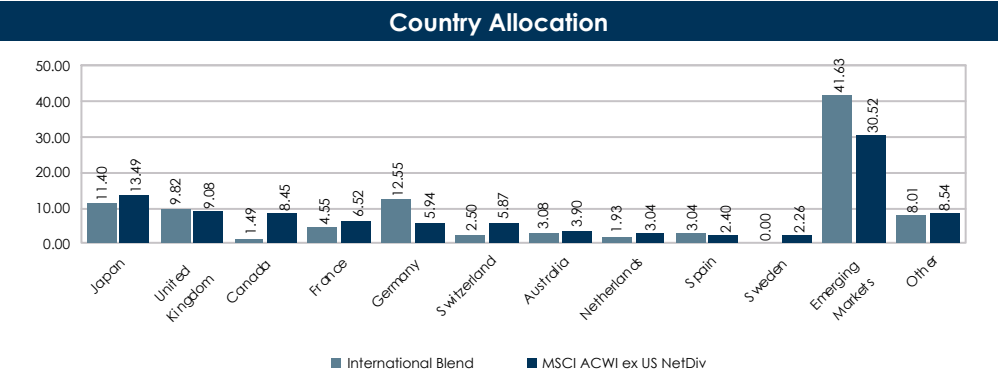
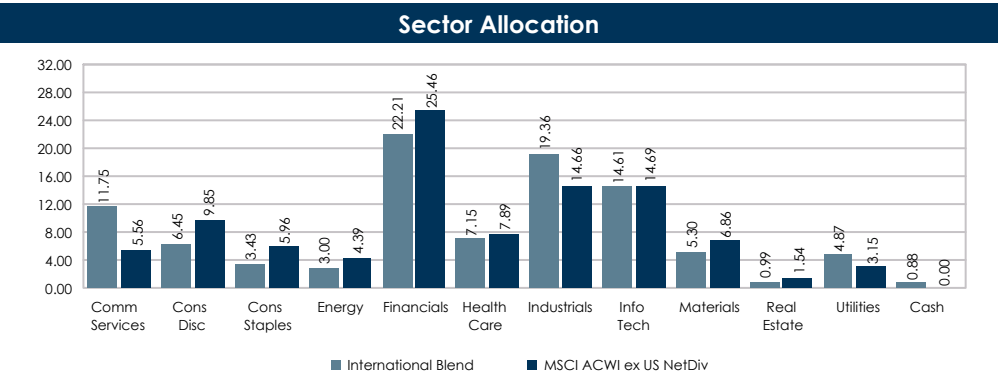
For the Periods Ending December 31, 2025

Manager Allocation		
Name	Market Value (\$000s)	Allocation (%)
Total International Blend	286,692	100.00
Ninety One International Equity Fund	263,386	91.87
Allspring EM Large/Mid Cap Eq	23,307	8.13



Dollar Growth Summary (\$000s)

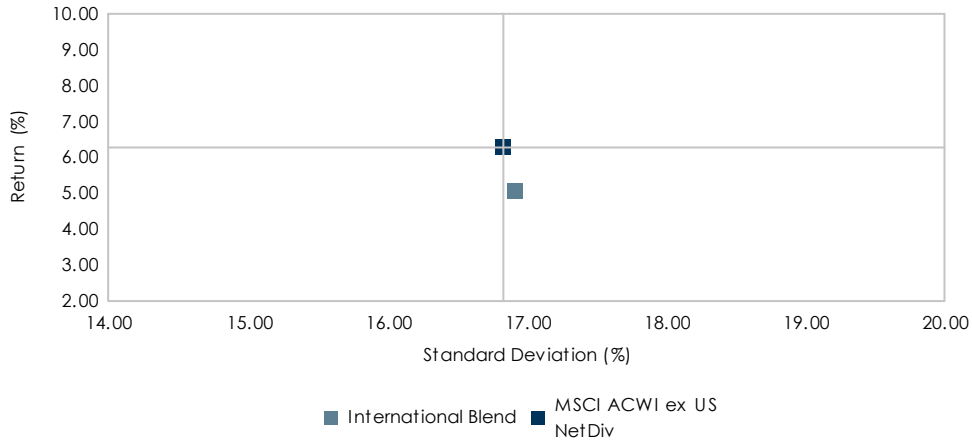
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FMIvT International Equity Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Jul 2005



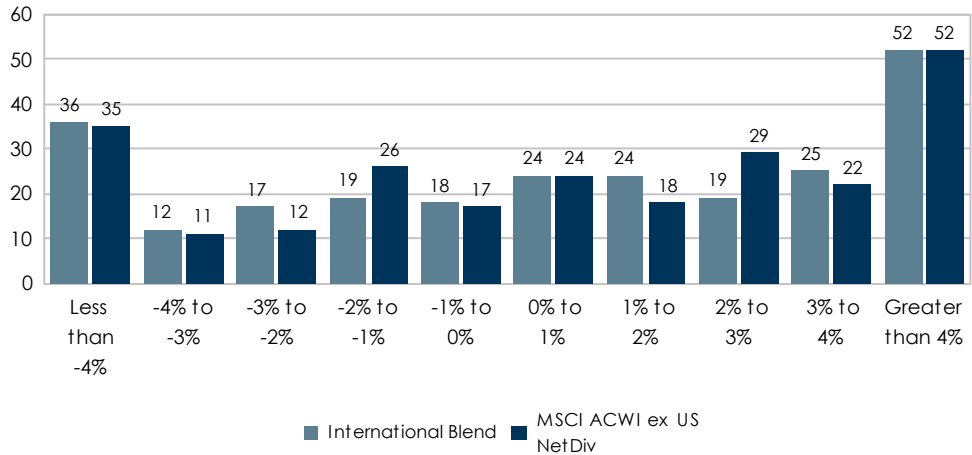
Portfolio Statistics Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Return (%)	5.04	6.29
Standard Deviation (%)	16.92	16.83
Sharpe Ratio	0.20	0.27

Benchmark Relative Statistics

Beta	0.98
R Squared (%)	94.64
Alpha (%)	-0.99
Tracking Error (%)	3.94
Batting Average (%)	47.56
Up Capture (%)	95.72
Down Capture (%)	101.17

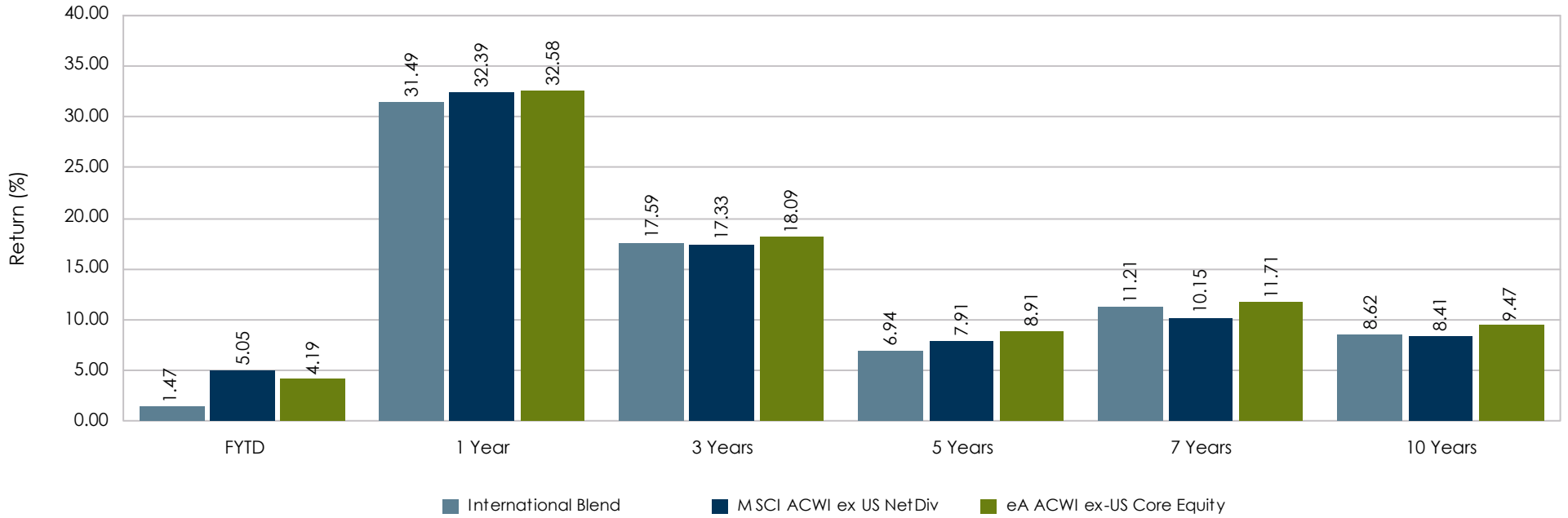
Return Histogram Since Jul 2005



Return Analysis Since Jul 2005

	International Blend	MSCI ACWI ex US NetDiv
Number of Months	246	246
Highest Monthly Return (%)	12.03	13.63
Lowest Monthly Return (%)	-21.48	-22.02
Number of Positive Months	144	145
Number of Negative Months	102	101
% of Positive Months	58.54	58.94

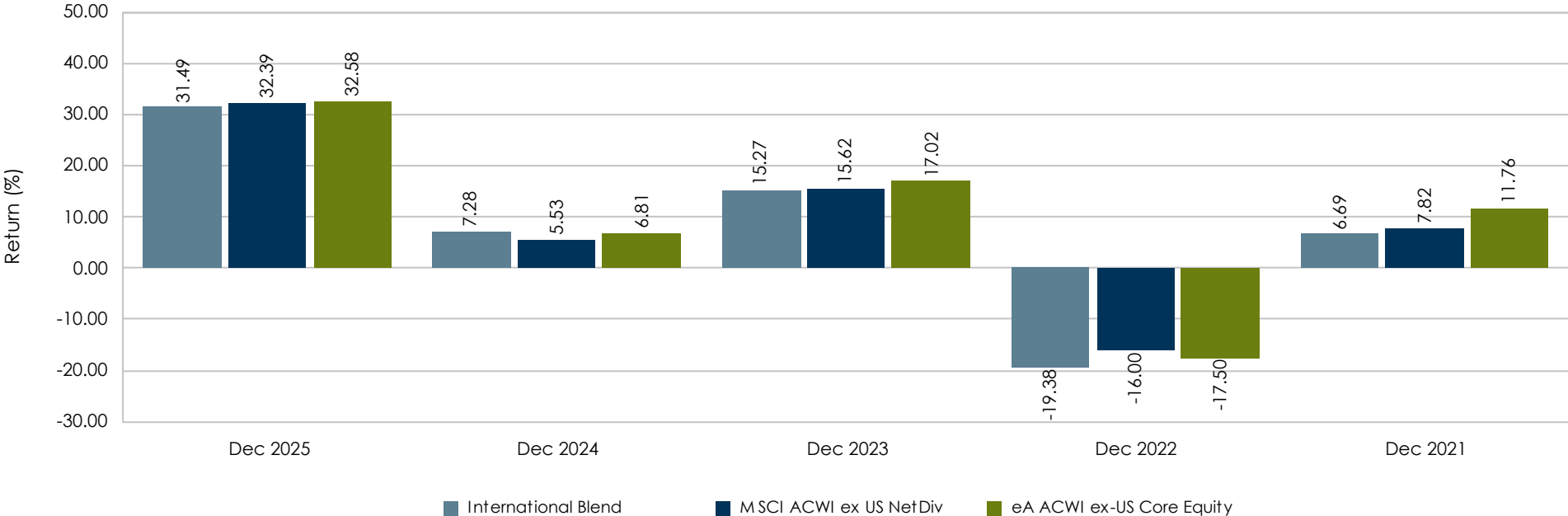
FMIvT International Equity Portfolio
 For the Periods Ending December 31, 2025



	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	86	56	54	75	59	72
5th Percentile	7.44	44.27	24.39	13.98	14.67	11.69
25th Percentile	5.60	36.51	20.52	10.74	13.12	10.36
50th Percentile	4.19	32.58	18.09	8.91	11.71	9.47
75th Percentile	2.50	27.01	15.95	6.83	10.39	8.46
95th Percentile	-0.47	14.66	11.28	3.02	8.31	7.10
Observations	173	173	163	150	136	118

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

FMIvT International Equity Portfolio
 For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	56	47	72	67	84
5th Percentile	44.27	13.86	23.21	-9.72	21.54
25th Percentile	36.51	9.96	19.88	-14.46	14.50
50th Percentile	32.58	6.81	17.02	-17.50	11.76
75th Percentile	27.01	3.83	14.85	-20.46	8.64
95th Percentile	14.66	0.16	10.86	-30.09	1.81
Observations	173	183	176	171	171

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

Investment Guidelines

International Equity Portfolio

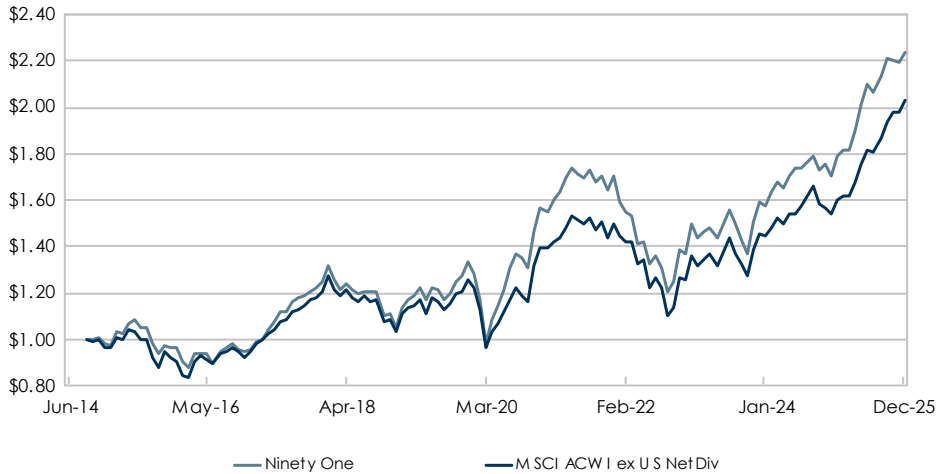
For the Periods Ending December 31, 2025

Manager Allocations	Target %	Range%	Actual Portfolio	Within Guidelines?	Comments
Ninety One International Equity Fund	90.00%	80% - 100%	91.87%	Yes	
Allspring EM Large/Mid Cap Eq Fund	10.00%	0% - 20%	8.13%	Yes	
Allocation		Max. %	Actual Portfolio	Within Guidelines?	Comments
A maximum of 10% of the portfolio, valued at market, may be invested in cash.		10.0%	0.88%	Yes	

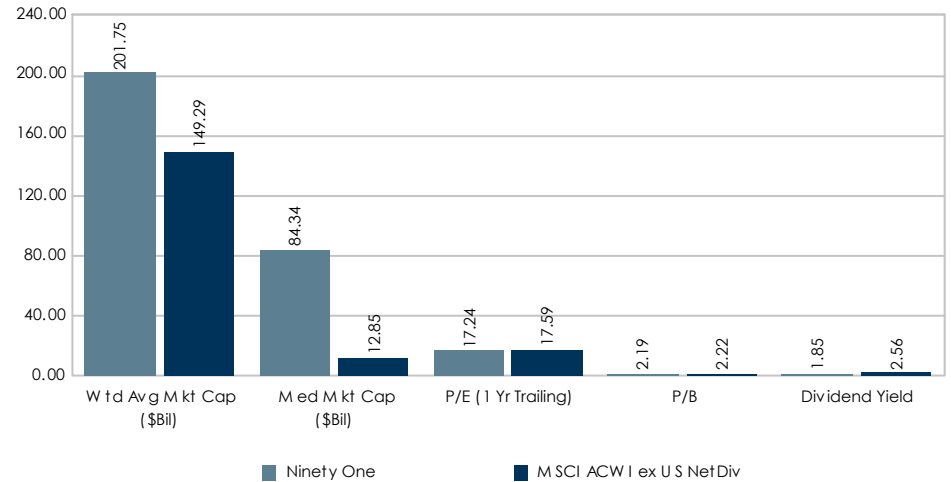
Ninety One International Equity Fund

For the Periods Ending December 31, 2025

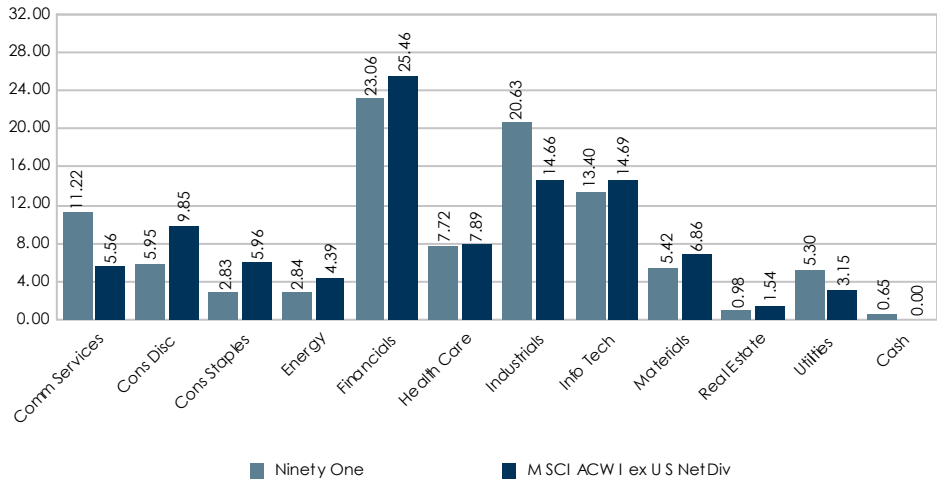
Growth of a Dollar



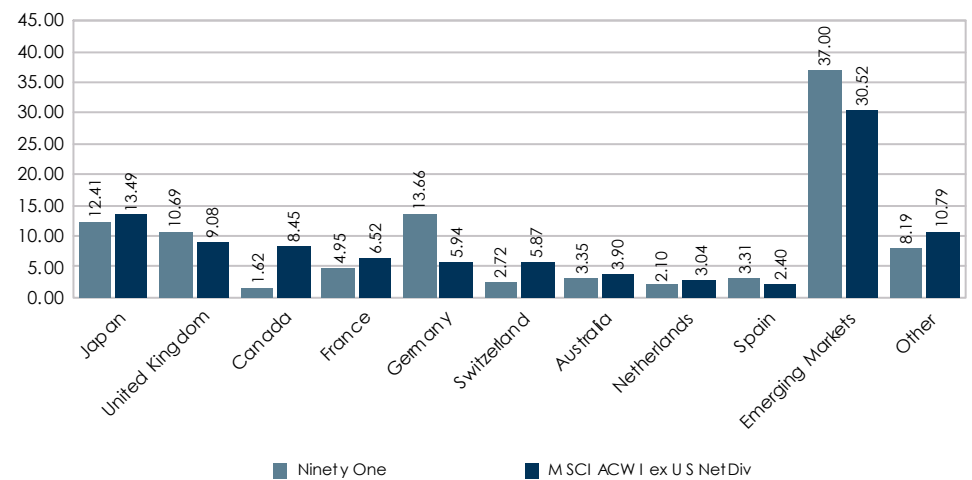
Characteristics



Sector Allocation



Country Allocation

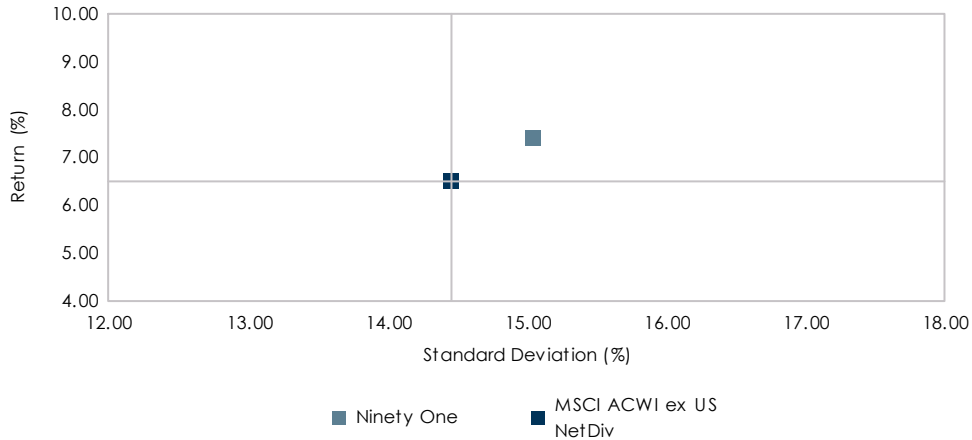


Characteristic and allocation charts represents data of the Ninety-One International Equity (Non-Mutual Commingled).

Ninety One International Equity Fund

For the Periods Ending December 31, 2025

Risk / Return Since Oct 2014



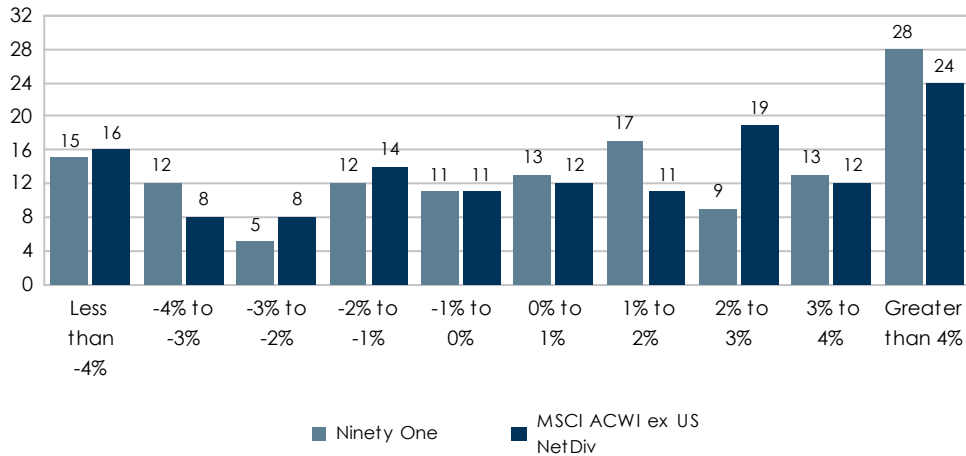
Portfolio Statistics Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Return (%)	7.42	6.52
Standard Deviation (%)	15.05	14.46
Sharpe Ratio	0.37	0.32

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	92.04
Alpha (%)	0.96
Tracking Error (%)	4.25
Batting Average (%)	54.07
Up Capture (%)	101.84
Down Capture (%)	97.54

Return Histogram Since Oct 2014

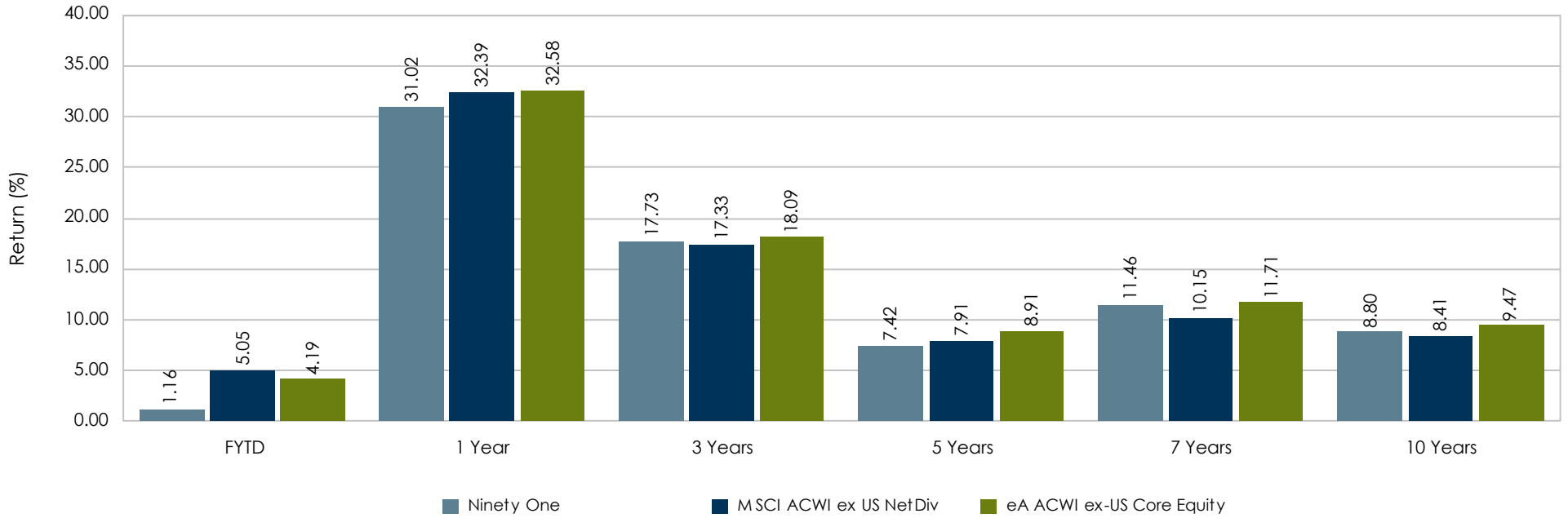


Return Analysis Since Oct 2014

	Ninety One	MSCI ACWI ex US NetDiv
Number of Months	135	135
Highest Monthly Return (%)	12.16	13.45
Lowest Monthly Return (%)	-16.65	-14.48
Number of Positive Months	80	78
Number of Negative Months	55	57
% of Positive Months	59.26	57.78

Ninety One International Equity Fund

For the Periods Ending December 31, 2025

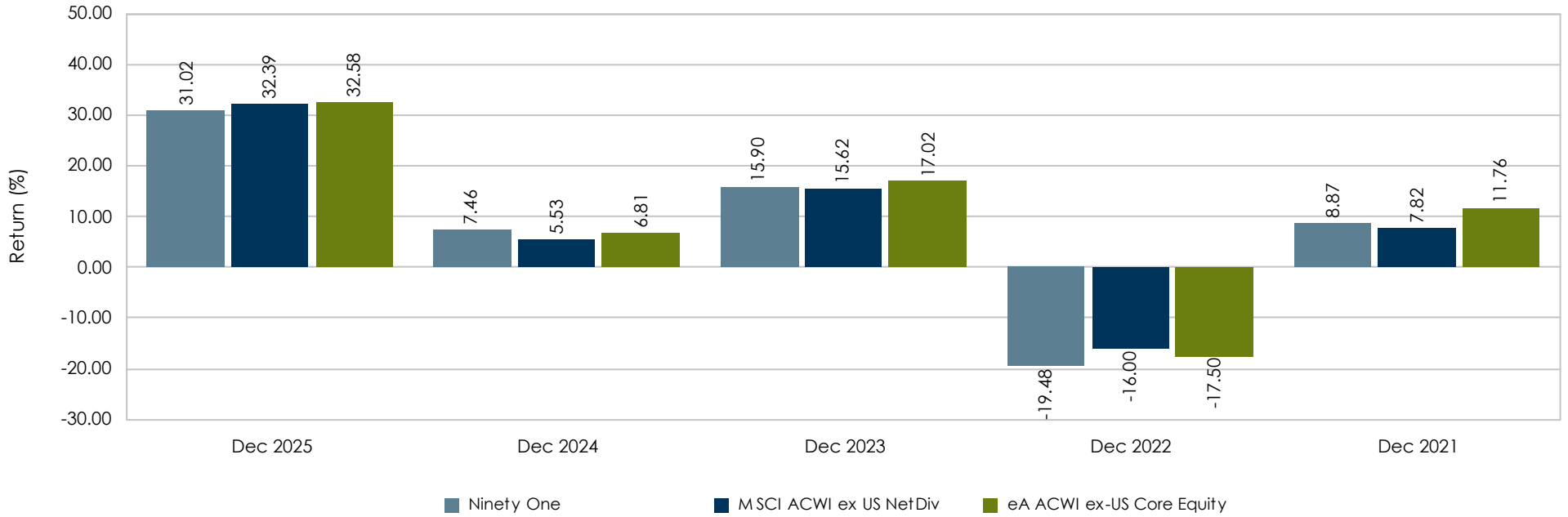


	FYTD	1 Year	3 Years	5 Years	7 Years	10 Years
Ranking	88	60	53	69	54	68
5th Percentile	7.44	44.27	24.39	13.98	14.67	11.69
25th Percentile	5.60	36.51	20.52	10.74	13.12	10.36
50th Percentile	4.19	32.58	18.09	8.91	11.71	9.47
75th Percentile	2.50	27.01	15.95	6.83	10.39	8.46
95th Percentile	-0.47	14.66	11.28	3.02	8.31	7.10
Observations	173	173	163	150	136	118

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

Ninety One International Equity Fund

For the One Year Periods Ending December



	Dec 2025	Dec 2024	Dec 2023	Dec 2022	Dec 2021
Ranking	60	45	64	67	74
5th Percentile	44.27	13.86	23.21	-9.72	21.54
25th Percentile	36.51	9.96	19.88	-14.46	14.50
50th Percentile	32.58	6.81	17.02	-17.50	11.76
75th Percentile	27.01	3.83	14.85	-20.46	8.64
95th Percentile	14.66	0.16	10.86	-30.09	1.81
Observations	173	183	176	171	171

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

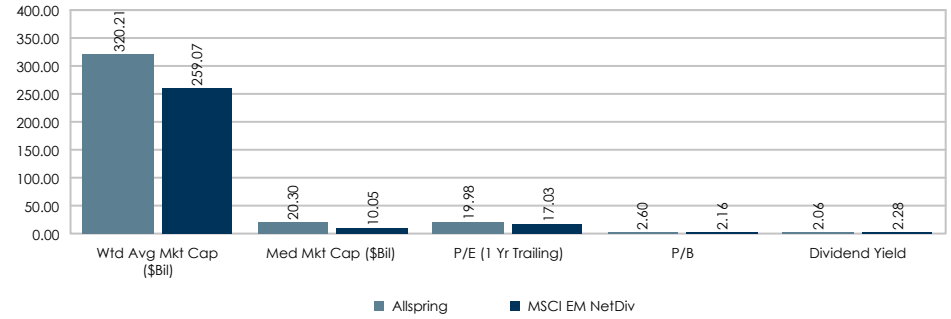
Allspring EM Large/Mid Cap Eq

For the Periods Ending December 31, 2025

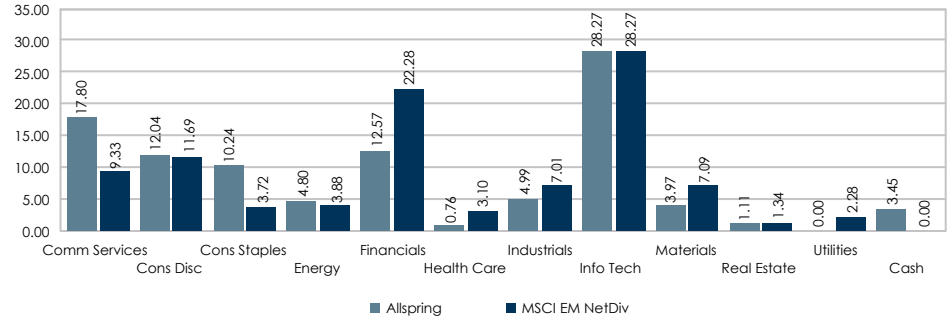
Account Description

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

Characteristics



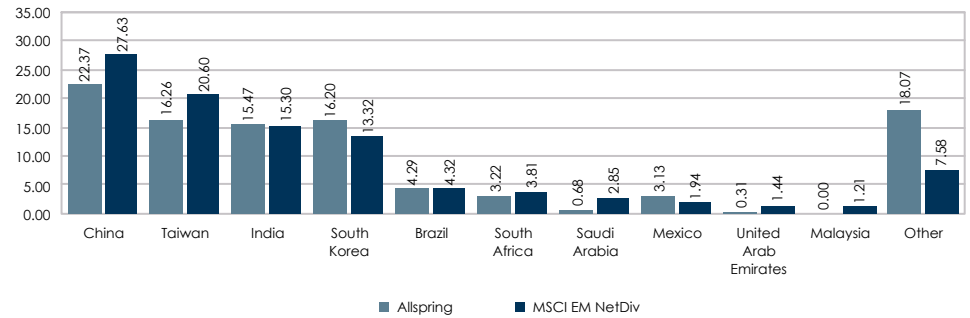
Sector Allocation



Dollar Growth Summary (\$000s)

	FYTD	1 Year
Beginning Market Value	22,170	17,016
Net Additions	-2	-8
Return on Investment	1,138	6,299
Ending Market Value	23,307	23,307

Country Allocation

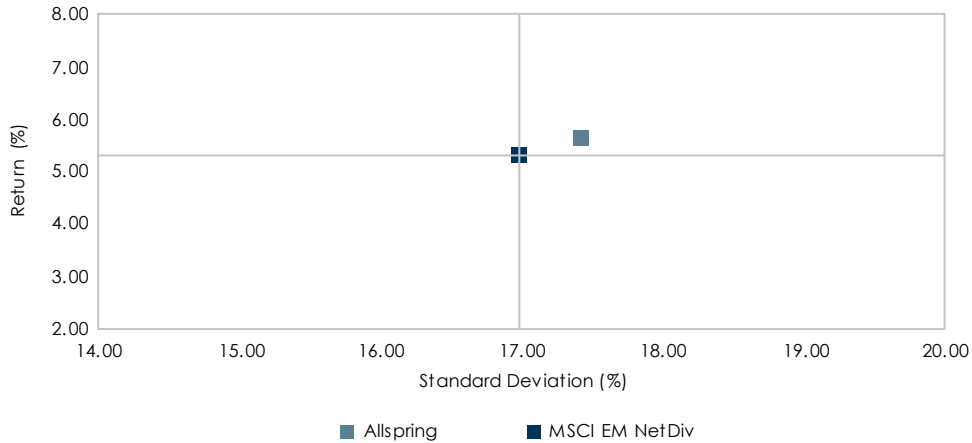


Characteristic and allocation charts represents data of the Allspring Emerging Markets Large/Mid Cap Fund (Non-Mutual Commingled).

Allspring EM Large/Mid Cap Eq

For the Periods Ending December 31, 2025

Risk / Return Since Nov 2017



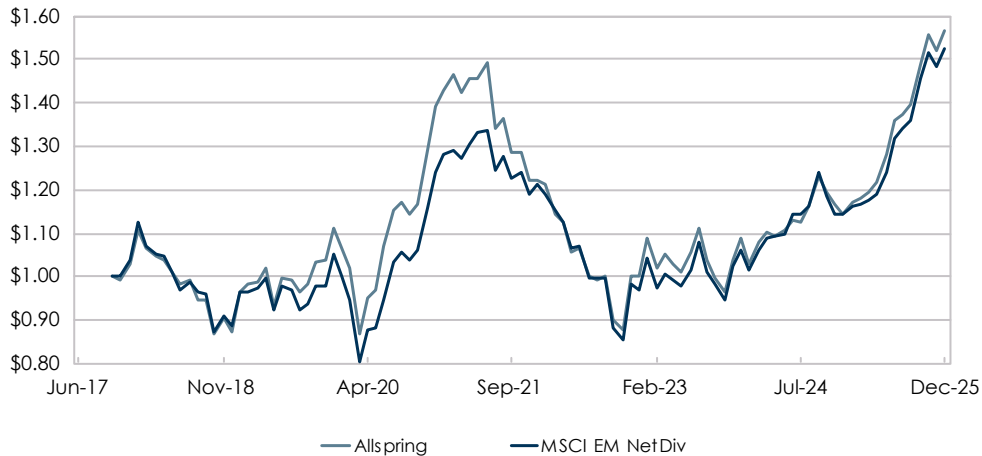
Portfolio Statistics Since Nov 2017

	Allspring	MSCI EM NetDiv
Return (%)	5.64	5.31
Standard Deviation (%)	17.42	16.99
Sharpe Ratio	0.18	0.16

Benchmark Relative Statistics

Beta	1.00
R Squared (%)	94.96
Alpha (%)	0.39
Tracking Error (%)	3.91
Batting Average (%)	55.10
Up Capture (%)	102.77
Down Capture (%)	100.98

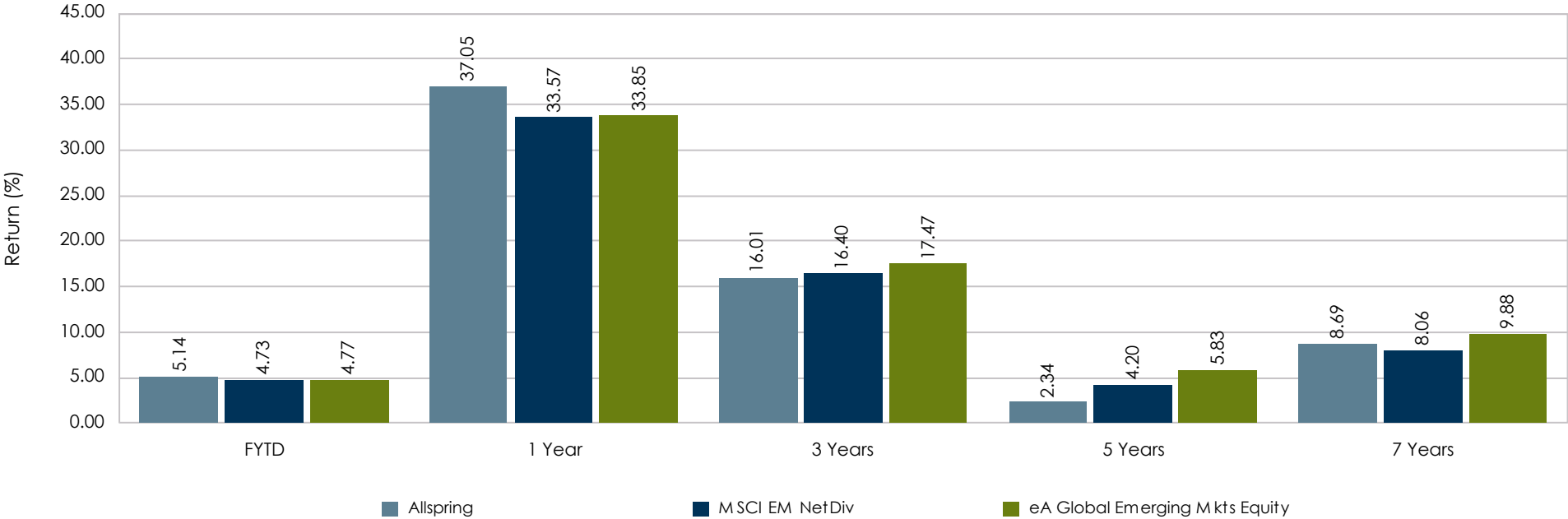
Growth of a Dollar Since Nov 2017



Return Analysis Since Nov 2017

	Allspring	MSCI EM NetDiv
Number of Months	98	98
Highest Monthly Return (%)	14.02	14.83
Lowest Monthly Return (%)	-14.87	-15.40
Number of Positive Months	55	57
Number of Negative Months	43	41
% of Positive Months	56.12	58.16

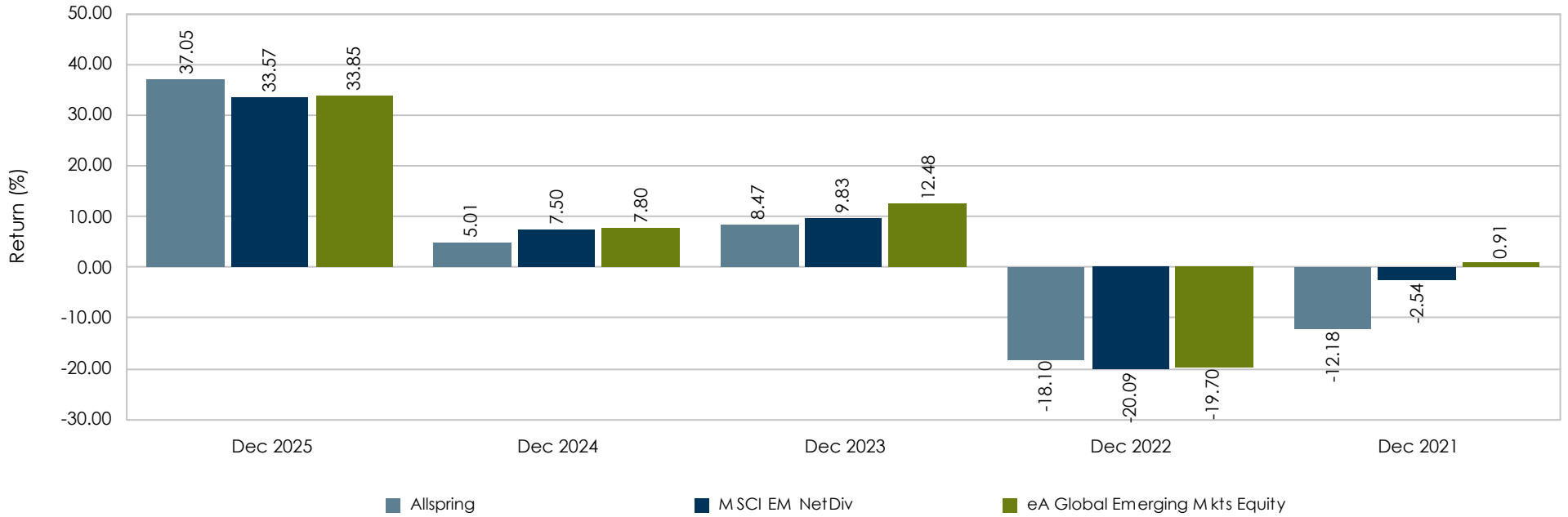
Allspring EM Large/Mid Cap Eq
 For the Periods Ending December 31, 2025



	FYTD	1 Year	3 Years	5 Years	7 Years
Ranking	42	30	71	85	72
5th Percentile	8.74	46.75	24.56	13.64	14.90
25th Percentile	6.32	38.26	20.19	8.94	11.43
50th Percentile	4.77	33.85	17.47	5.83	9.88
75th Percentile	3.35	28.07	15.36	3.61	8.52
95th Percentile	-0.71	15.05	10.30	0.00	6.56
Observations	494	494	471	426	382

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

Allspring EM Large/Mid Cap Eq
 For the One Year Periods Ending December



Ranking	30	74	78	41	97
5th Percentile	46.75	16.50	28.75	-6.44	21.45
25th Percentile	38.26	10.72	17.63	-15.01	6.80
50th Percentile	33.85	7.80	12.48	-19.70	0.91
75th Percentile	28.07	4.73	8.94	-23.06	-3.32
95th Percentile	15.05	-2.10	3.73	-30.21	-10.75
Observations	494	542	544	555	540

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

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025

Portfolio Description	Portfolio Information
<ul style="list-style-type: none"> ■ Strategy Core Real Estate ■ Manager Morgan Stanley Real Estate Advisor, Inc. ■ Vehicle Non-Mutual Commingled ■ Benchmark NFI ODCE Net Index ■ Performance Inception Date April 2018 ■ Fees Manager Fees - 124 bps; Admin Fees - 14.5 bps ■ Total Expenses Approximately 141 bps 	<ul style="list-style-type: none"> ■ Minimum initial investment \$50,000 ■ Minimum subsequent investments \$5,000 ■ Minimum redemption \$5,000 or Member's entire remaining account balance if the Member's balance falls below \$50,000 ■ The Portfolio is open once a quarter, on the first business day following the Portfolio Valuation date, to accept Member contributions or redemptions. ■ The Portfolio is valued on the last business day of the calendar quarter. ■ The Administrator must have advance written notification of Member contributions or redemptions 90 days prior to the Portfolio Valuation date.

Portfolio Objectives and Constraints	Dollar Growth Summary (\$000s)		
<ul style="list-style-type: none"> ■ Invests in real estate properties diversified by type and location. ■ Outperform the NFI ODCE Net index on an annual basis. 			
		FYTD	
		1 Year	
	Beginning Market Value	144,101	160,695
	Net Additions	-5,230	-27,042
	Return on Investment	-39	5,178
	Ending Market Value	138,831	138,831

FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025

Account Description

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

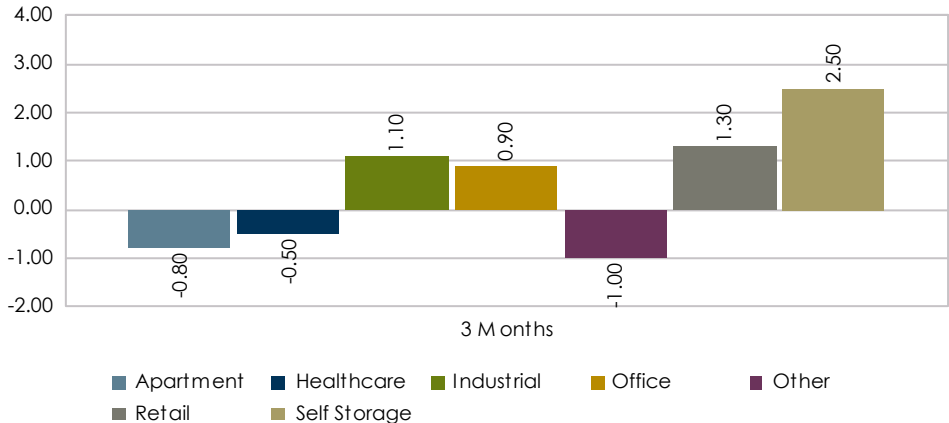
Fund Information

▪ Gross Market Value	\$42,795,000,000
▪ Net Market Value	\$30,542,000,000
▪ Cash Balance of Fund	\$61,084,000
▪ # of Properties	520
▪ # of Participants	499

Performance Goals

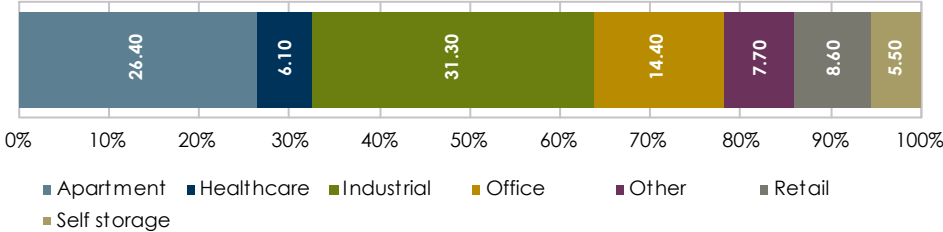
- Invests in real estate properties diversified by type and location.
- Outperform the NFI ODCE Net index on an annual basis.

Returns by Property Type (%)

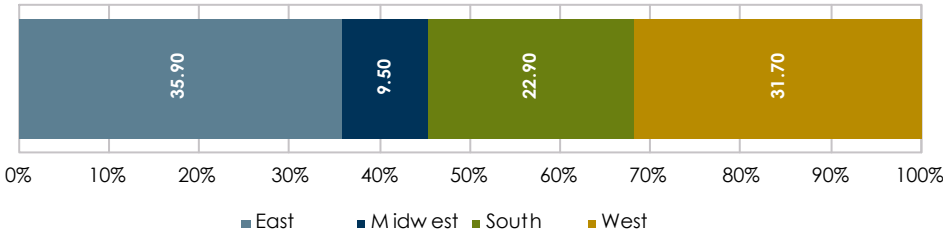


Allocations

Property Type



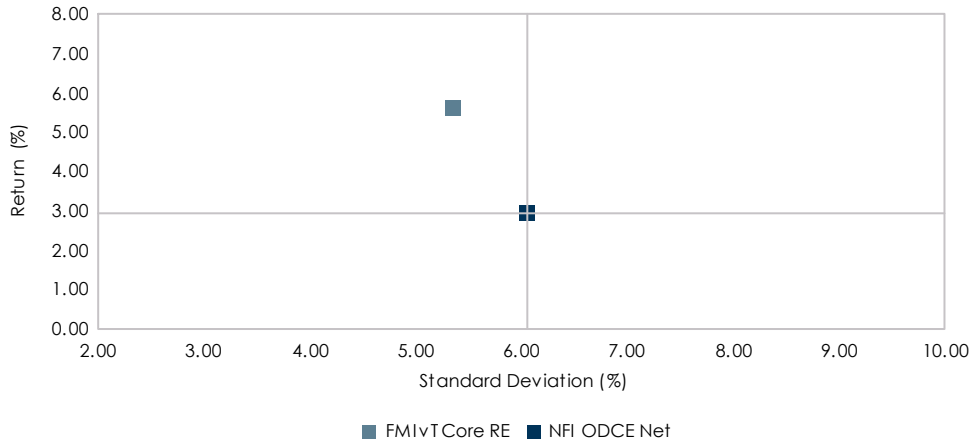
Geographic Region



FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025

Risk / Return Since Apr 2018



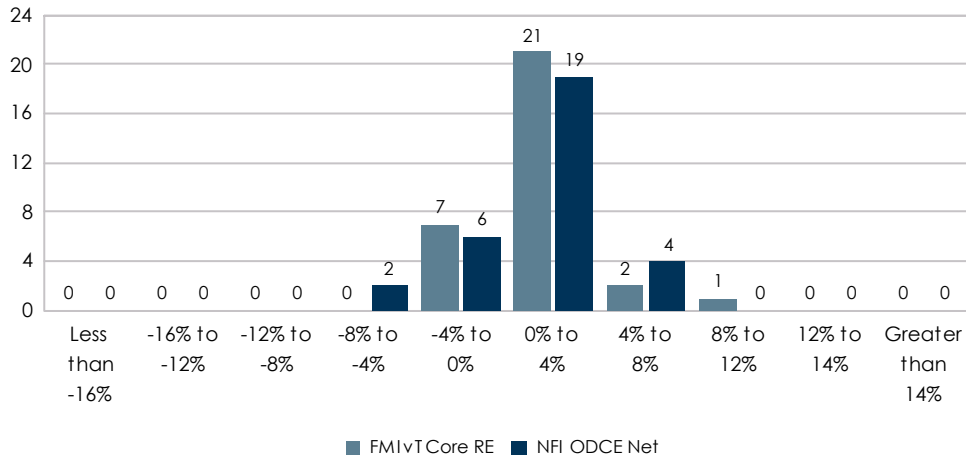
Portfolio Statistics Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Return (%)	5.60	2.90
Standard Deviation (%)	5.36	6.06
Sharpe Ratio	0.56	0.05

Benchmark Relative Statistics

Beta	0.84
R Squared (%)	90.66
Alpha (%)	0.77
Tracking Error (%)	1.90
Batting Average (%)	77.42
Up Capture (%)	116.45
Down Capture (%)	47.81

Return Histogram Since Apr 2018

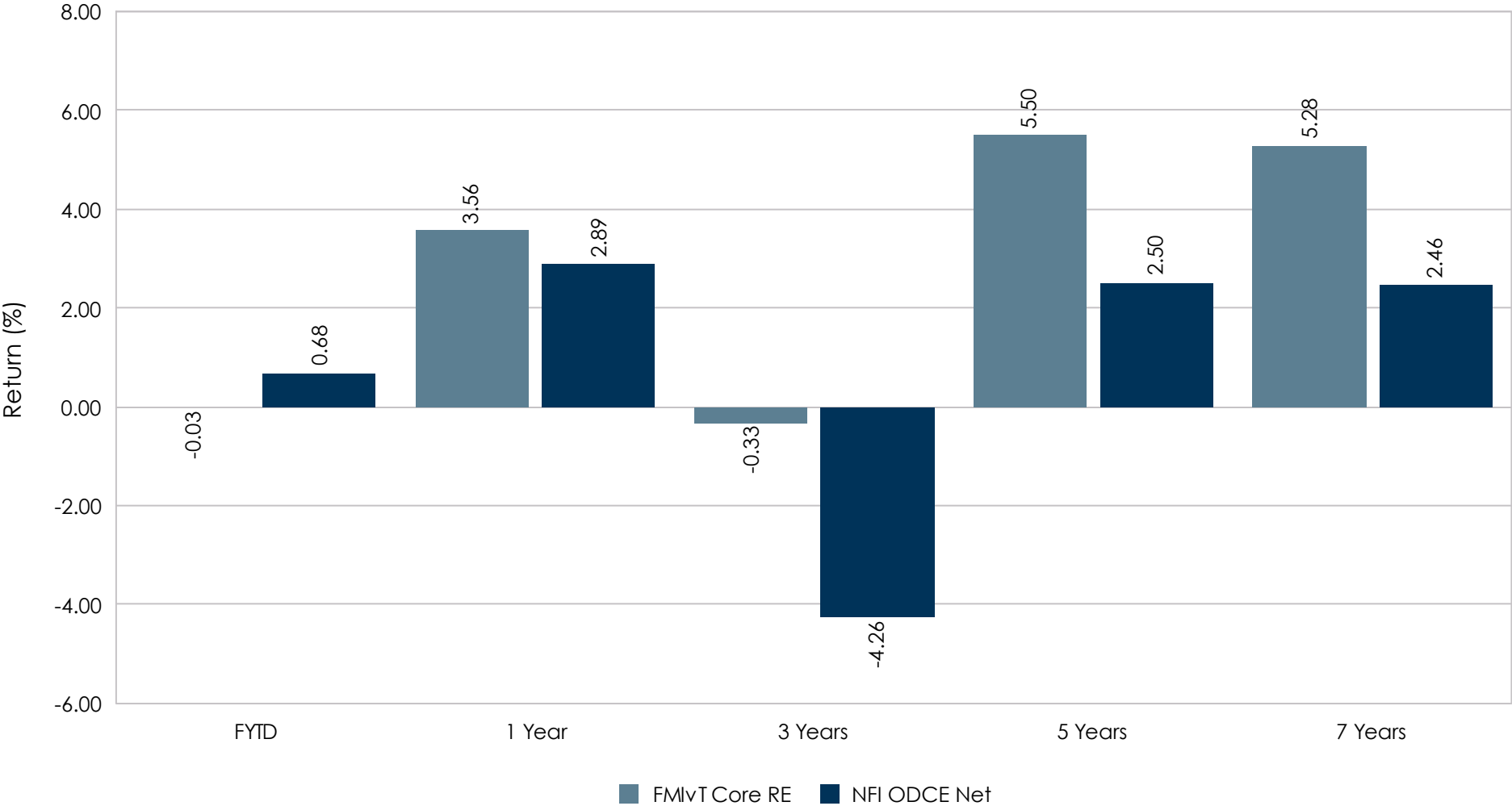


Return Analysis Since Apr 2018

	FMIvT Core RE	NFI ODCE Net
Number of Quarters	31	31
Highest Quarterly Return (%)	9.83	7.66
Lowest Quarterly Return (%)	-3.48	-5.17
Number of Positive Quarters	24	23
Number of Negative Quarters	7	8
% of Positive Quarters	77.42	74.19

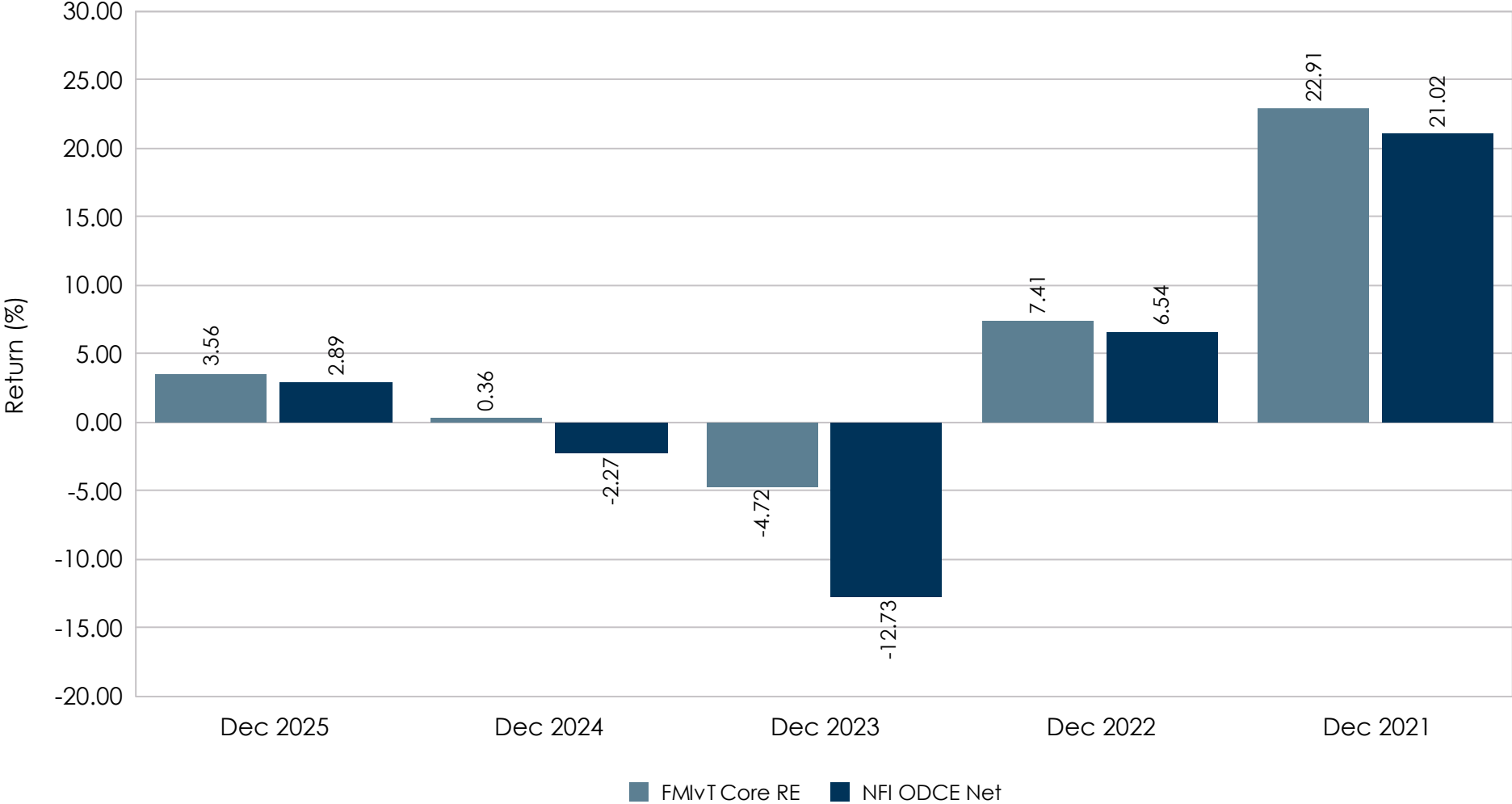
FMIvT Core Real Estate Portfolio

For the Periods Ending December 31, 2025



FMIvT Core Real Estate Portfolio

For the One Year Periods Ending December



The March PCA should be \$0.009, the same as the prior month.
The tax-exempt portion should be \$0.040, the same as the prior month.

Contract Bidding Documents

HOGAN STREET EXTENSION IMPROVEMENTS –ITB# 26-02



**City of Wauchula
126 South 7th Avenue
Wauchula, Florida 33873**

Pre-Bid Meeting:

Date: April 30, 2026
Time: 10:30 AM Local Time
Location: City of Wauchula, City Hall
126 South 7th Avenue
Wauchula, Florida 33873

Sealed Bids Due:

Date: May 14, 2026
Time: 2:00 PM Local Time
Location: City of Wauchula, City Hall
126 South 7th Avenue
Wauchula, Florida 33873

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DIVISION 1: INSTRUCTIONS TO BIDDER

INVITATION FOR BID

Sealed Bids will be received by the City of Wauchula located at City Hall, 126 South 7th Avenue, Wauchula, Florida 33873 until 2:00 PM local time on May 30, 2026. Bids received after said time will be returned unopened. The Bidder shall be solely responsible for delivery of their Bid. Reliance upon mail or public carriers is at the Bidder's risk.

The principal features of the work are:

1. Construction of approximately 0.0751 miles of paved roadway, sidewalk, and curb.
2. Construction of drainage improvements and stormwater basins.
3. Construction of signage and striping

The Contract(s) awarded under this Solicitation will be funded, in part, with funding received from the State of Florida Department of Commerce. Neither the State nor any of its departments, agencies, or employees are or will be a party to this Solicitation or any resulting contract.

Plans and specifications are on file for inspection at the office of Kimley-Horn and Associates, Inc. located at 109 South Kentucky Avenue, Lakeland, Florida 33801 and at the City of Wauchula City Hall, 126 South 7th Avenue, Wauchula, Florida 33873

The Bidder is solely responsible for obtaining the Bid Documents. Bidder may secure a complete electronic set from the City of Wauchula by submitting a notice of interest form. The notice of interest form can be downloaded on the City of Wauchula website at the following web address: http://www.cityofwauchula.com/Pages/WauchulaFL_Finance/WauchulaFL_Bids/

Sealed Bids shall reference the following on the outer envelope:

SEALED BID: BIDDER'S NAME AND ADDRESS
The City of Wauchula – Hogan Street Extension Improvements – ITB# 26-02

All Bids shall be publicly opened, read aloud and recorded at 2:00 PM local time on May 30, 2026 in the City of Wauchula City Hall, 126 South 7th Avenue, Wauchula, Florida 33873.

MANDATORY PRE-BID MEETING: A mandatory Pre-Bid meeting will be held at 10:30 AM local time on April 30, 2026 at the City of Wauchula City Hall, 126 South 7th Avenue, Wauchula, Florida 33873

QUESTIONS: All questions regarding this Invitation for Bid shall be submitted in writing and delivered to Stephanie Camacho, City Clerk, City of Wauchula, City Hall, 126 South 7th Avenue, Wauchula, Florida 33873, or via email: scamacho@cityofwauchula.com. Questions will be answered in the form of an Addenda. All questions are due by 5:00 PM local time on May 4, 2026. The Owner will distribute Addenda directly to Bidders who attended the mandatory pre-bid meeting and bidders who timely submit a Notice of Interest Form as set forth in Section 1.1.11.

NOTICE OF INTEREST FORM:

A copy of the form may be obtained by submitting a written request to Stephanie Camacho at the address above or by downloading the form from the City of Wauchula website at: http://www.cityofwauchula.com/Pages/WauchulaFL_Finance/WauchulaFL_Bids/

SECTION 1.1: GENERAL INSTRUCTIONS TO BIDDERS

1.1.1 Defined Terms in the Instructions to Bidders

- A. The words and terms defined in DIVISION 3: TERMS AND CONDITIONS are hereby incorporated by reference into this part.

1.1.2 Minimum Qualifications for Eligibility to Bid

- A. Receipt of this Solicitation and other Bid and Contract related documents from the Owner or its designated representatives does not constitute the Owner's approval of the Bidder's qualifications.
- B. Bidders shall have the following minimum qualifications to be considered eligible to bid in response to this Solicitation. It is the responsibility of the Bidder to ensure and certify that it meets the minimum qualifications. Bidders not meeting all of the following criteria will not have their Bids considered for Award.
1. Bidder shall be a licensed contractor in the State of Florida, in accordance with Florida Statutes, Chapter 489.
 2. Bidder shall have been in the business of performing projects of the same scope for at least the past five (5) years.
 3. Bidder shall demonstrate that it has successfully completed at least three (3) projects of similar scope and scale to the Work described herein, for at least two (2) different Florida government agencies within the past five (5) years. Bidder shall submit names and contact information for each referenced project. Factors the Owner may consider to make a determination of the Bidder's eligibility under this criterion include but are not limited to:
 - a. The Bidder's ability to perform work in a satisfactory manner as evidenced by the Bidder's past performance on other projects performed for the Owner, and
 - b. The Bidder's past performance of satisfactory work as evidenced by project descriptions submitted for three stated projects as part of the Bid and the Owner's verification of associated references; and
 - c. The Bidder's past performance as evidenced by any other information the Owner gathers or obtains during the Bid review process, including but not limited to information included on the Bidder's Qualifications questionnaire.
- C. The Bidder certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds and other credentials required by law, Contract

or practice to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify the Owner of the change.

1.1.3 Bid Security

- A. Each Bid is to be accompanied by a Bid Security made payable to the Owner in an amount at least equal to five (5) percent of the Bidder's maximum Bid Price and in the form of a Certified Check or Bid Bond. Failure to furnish the required Bid Security will disqualify the Bid.

1.1.4 Minority and Women's Business Enterprise Goals

- A. Bidders are encouraged to utilize Minority Business Enterprises and Women's Business Enterprises in the Work.

1.1.5 Notice of Liquidated Damages

- A. In the event a Contract is awarded as a result of this Solicitation, the Contract will be subject to liquidated damages as set forth in DIVISION 3: TERMS AND CONDITIONS.

1.1.6 Florida Trench Safety Act

- A. The Bidder shall complete and submit with its Bid the Florida Trench Safety Act Acknowledgment form, in accordance with Florida Statutes, Section 553 when the Work includes trench excavations that exceed five (5) feet in depth and as written assurance that the Bidder shall comply with all applicable trench safety standards, laws, rules and regulations during performance of any Work awarded from this Solicitation.

1.1.7 Subcontractors

- A. The Bidder shall supply with their Bid a list of all Subcontractors and Suppliers that it intends to use for the Work. The Successful Bidder shall not be permitted to use Subcontractors and Suppliers other than those shown in the Bid unless good cause is shown and prior written consent is obtained from the Owner.
- B. If the Bidder plans to use a single Subcontractor or Supplier to perform over 50% of the Work, the Bidder shall obtain the Owner's approval prior to the opening of Bids. Failure to obtain the Owner's approval will disqualify the Bid.
- C. The Bidder may not use as a Subcontractor or Supplier, any Bidders that were rejected in the Bid process due to incomplete status or unqualified Bids.

1.1.8 Payment and Performance Bonds

- A. As stated in DIVISION 3: TERMS AND CONDITIONS of the Contract Documents,

the successful Bidder shall be required to furnish a Payment Bond and a Performance Bond in accordance with Florida Statutes, Section 255.05, prior to the start of any Field Work.

1.1.9 Estimated Quantities Provided For Bidding Reference

- A. The Bidder understands and agrees that the Owner's estimated Contract amounts shall not obligate the Owner in any way to issue Purchase Orders under the Contract of this amount, or any amount of Work under the Contract. The Owner may, at its sole discretion, issue Purchase Orders under the Contract totaling more or less than the estimated amounts, or may award the Contract, and is under no obligation to issue any Purchase Orders under the Contract. In the event that quantities change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Documents.
- B. Any item not shown on the Bid Form, but that is shown in the Drawings, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Bid Price. The following documents constitute “the Drawings”:
1. DRAWINGS
 - a. Cover Sheet, C-100, dated January 29, 2026
 - b. General Notes, C-200, dated September 2025
 - c. General Notes, C-201, dated September 2025
 - d. Aerial Site Plan, C-300, dated January 29, 2026
 - e. Demolition-Erosion and Sedimentation Control Plan, C-400, dated March 4, 2025
 - f. Erosion and Sedimentation Control Details, C-401, dated September 2025
 - g. Plan and Profile, C-500, dated April 01, 2026
 - h. Grading and Drainage, C-600, dated April 01, 2026
 - i. Proposed Grading Line Profiles for Turning Radius, C-601, January 29, 2026
 - j. Cross Sections (1), C-602, dated January 29, 2026
 - k. Cross Sections (2), C-603, dated March 4, 2026
 - l. Signing and Striping, C-700, dated March 31, 2026
 - m. Typical Section and Details, C-800, dated March 4, 2026
 - n. Typical Section and Details, C-801, dated January 29, 2026
 - o. Temporary Traffic Control Plan, C-802, dated January 29, 2026
 - p. Select FDOT Indices, C-803, dated January 29, 2026

1.1.10 Existing Site Conditions & Technical Data

- A. Where the Bidder visits sites, no Work or other disturbance is to be performed while at the site without written permission by the Owner in advance of the site visit. The Bidder shall comply with all safety requirements described in the Bid Documents and the Owner may require the Bidder to show proof of a minimum

of \$1 million of general liability insurance.

- B. No reports of Hazardous Materials at the Site are known to the Owner or the Engineer, unless disclosed in the specifications.
- C. In the preparation of Drawings, the Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:
 - 1. Topographic and Boundary Survey for Parking Area provided by Survtech Solutions, Inc. 10/28/2025 (Included as part of construction drawing set).
 - 2. Geotechnical Engineering Report prepared by Imperial Engineering and Testing, Inc., Inc., dated July 22, 2025.
- D. Copies of the reports (and drawings) itemized above are included with the Bid Documents that are available for download from the City of Wauchula website. These reports (and drawings) are not part of the Contract Documents, but comprise additional “technical data” upon which the Bidder may rely as identified and established.
- E. The Bidder is solely responsible for obtaining and verifying all technical data necessary to submit its Bid.

1.1.11 Pre-Bid Clarifications & Addenda

- A. All questions regarding the Bid Documents must be submitted as stated in the Solicitation by 5:00 PM local time on May 4, 2026. The Bidder shall promptly give the Owner written notice of any errors, conflicts or ambiguities it discovers in the Bid Documents.
- B. If the Bidder objects in any manner to the Terms and Conditions, the objection must be addressed in writing by 5:00 PM local time on May 4, 2026 The Owner will address the objection in an Addendum if the Owner believes that a clarification or change is necessary.
- C. The Owner may issue Addenda prior to the opening of Bids to change or clarify the intent of the Bid Documents. The Owner will issue written responses to questions and requests for clarifications received by the stated deadline in the form of Addenda and will distribute Addenda at the Mandatory Pre-Bid meeting and directly to Bidders who have submitted a **Notice of Interest Form**. A copy of the form may be obtained by submitting a written request to Stephanie Camacho at the address provided in the Invitation for Bid or by downloading the form from the City of Wauchula website at: https://www.cityofwauchula.com/sites/g/files/vyhlf4011/f/pages/notice_of_interest_21-01.pdf Completed Notice of Interest Forms must be submitted no later than ten (10) business days prior to the Bid Opening Date.
- D. The Bidder shall be responsible for ensuring it has received all Addenda prior to submitting its Bid and shall acknowledge receipt of all Addenda by completing the Bidder’s Representation section on the Bid Form in DIVISION 5: FORMS. All

Addenda will become part of the Bid Documents and any resulting Contract Documents. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Bid at the Owner's sole discretion.

1.1.12 Completing the Bid Form

- A. Bidders shall complete and submit the enclosed Bid Form with responses typewritten or written in ink. When a blank is marked "optional", the Bidder shall insert the words "No Bid" in the space provided if the Bidder does not choose to submit a price for that item.
- B. Failure to complete each blank with either a price or the words "No Bid" may disqualify the Bid. Failure to submit a Bid that addresses all parts of the Work may disqualify the Bid.
- C. The Bidder, or its authorized agent or officer of the firm, shall sign the Bid Form. Failure to sign the Bid Form may disqualify the Bid.
- D. Owner-approved erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten signature of each person executing the Bid. Failure to authenticate changes may disqualify the Bid. The Owner will review the Bids to determine that they meet the specifications set for the Work in the Bid Documents. The Owner may disqualify any Bids that deviate from the requirements of this Solicitation, and those that include unapproved exceptions, amendments, or erasures.
- E. Failure to complete and submit all additional forms and documentation required in the Bid Documents to accompany the Bid Form may disqualify the Bid.

1.1.13 Modification or Withdrawal of Bids

- A. The Bidder may modify or withdraw its Bid at any time prior to the advertised Bid Opening by giving written notice to the City of Wauchula, 126 South 7th Avenue, Wauchula, Florida 33873 The Owner shall not accept any modifications to Bids after the advertised Bid Opening. The Bidder shall not withdraw its Bid for a period of 120 calendar days following the advertised Bid Opening.

1.1.14 Submitting the Bid Documents

- A. The Bidder shall submit its Sealed Bid in response to this Solicitation no later than the Bid Due Date and Time stated in the Invitation for Bid, or as may be subsequently amended via Addenda. The Bid shall be sealed and the envelope clearly marked with the title stated in the Invitation for Bid and the Bidder's name and address. The Sealed Bid may be enclosed in another mail or courier service package.
- B. The Bidder shall submit one (1) original Bid and two (2) duplicates of the original

Bid.

- C. All Bids must be received at the location and by the date and time stated in the Invitation for Bid, or as may be subsequently amended via Addenda. The Bids from all Bidders will be publicly read at the date and time advertised for the Bid Opening. Bids arriving after the advertised Bid Opening date and time and/or at an incorrect location will be returned to the Bidder unopened. Reliance upon third-party courier or delivery service is at the Bidder's risk.
- D. All information marked by the Owner or the Bidder as "Confidential Information" that is included in the Solicitation or that is submitted by the Bidder as part of its Bid shall be handled in accordance with the terms and conditions stated in DIVISION 3: TERMS AND CONDITIONS.

1.1.15 Opening of Bids

- A. The Owner will open Bids at the date, time and location stated in the Invitation for Bid, or as may be subsequently amended via Addenda. At the Bid Opening, the Owner will publicly open and read each Bid that was received prior to the advertised deadline for bid submissions, except those that have been properly withdrawn.
- B. The Owner has the right to waive any irregularities or informalities in the Bids.
- C. Copies of all Bids will be available for public inspection ten (10) business days after the Bid Opening date. Bidders may review opened Bids by contacting the designated Owner Representative to arrange a mutually convenient time for such review at the Owner's offices.

1.1.16 Calculation of Bid Price

- A. The Owner will use the Bidder's base bid when making price comparisons for Award purposes.
- B. The Owner will consider alternate Bids only if the Bidder submits a base Bid in accordance with the Bid Documents. The Owner will review alternates on the Bid Form, and will reject or accept at the Owner's sole discretion.

1.1.17 Award

- A. The Owner will Award the Contract to the lowest, responsive and responsible Bidder whose Bid meets or exceeds specifications, in accordance with the Contract Documents. The Owner reserves the right to reject any/all Bids, in whole or in part, as deemed to be in the Owner's best interest.

1.1.18 Notice of Award

- A. The Owner intends to Award one Contract for as many items as possible to achieve maximum benefit from this Contract. The Owner may Award more than

one Contract, based on certain groupings of items, which the Owner may revise or reorganize, or the Owner may exclude line items if in its best interest. In the event the Owner makes an award as a result of this Solicitation, the Owner will issue a Notice of Award, in writing and signed by an authorized Owner's Representative as notice to the Bidder that the Owner has deemed it the successful Bidder.

- B. The Notice of Award will be accompanied by relevant Contract Documents for execution. Unless expressly waived by the Owner, the Successful Bidder shall execute a Contract for the Work in a form acceptable to the Owner within the timeframe stated on the Notice of Award. If the Bidder fails to execute the Contract Agreement form or associated documents, or to obtain the necessary bonds, licenses or insurances as required, or if it fails to act on an Owner-issued Purchase Order ("PO"), the Owner may cancel the Award with no further liability to the Bidder, retain the Bid Security, and Award to the next lowest responsive and responsible Bidder.
- C. Upon receipt of the completed documents, the Owner will execute the Contract Documents and issue the Contractor one fully executed original copy. No other Owner action shall constitute acceptance of the Bid.

1.1.19 Notice to Proceed

- A. Upon receipt of the executed Contract, the required Payment Bond, Performance Bond, and compliant Certificate of Insurance, the Owner will issue a Notice to Proceed in writing and signed by an authorized Owner's Representative as authorization for the Contractor to proceed with the Work, unless otherwise stated in the Contract.
- B. In the event that the Owner intends to authorize the Successful Bidder to proceed with Administrative Work only, or with only a portion of the Work, then the Owner shall state the specific limitations of such authorization in a written notice, and the Owner will issue a separate Notice to Proceed to authorize the Contractor to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Contractor shall ensure that it is prepared to begin Field Work upon receipt of the Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Contractor's risk and the Owner shall have no obligation to pay for such Work.

1.1.20 Certification and Representations of the Bidder

- A. By signing and submitting a Bid, the Bidder certifies and represents as follows:
 - 1. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Bid Documents, including but not limited to all sample Contract Documents, Drawings, Exhibits and Attachments thereto, prior to submitting its Bid.
 - 2. That every aspect of its submitted Bid, including the Bid Price and the

detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the Owner. The Owner assumes no responsibility for any understanding or representation made by any of the Bidder's representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that the Owner assumes the responsibility.

3. That the individual signing the bid is a duly authorized agent or officer of the submitting firm. Bids submitted by a corporation must be executed in the corporate name by the President or a Vice President. If an individual other than the President or a Vice President signs the bid, satisfactory evidence of authority to sign must be submitted with the bid. If the bid is submitted by a partnership, the bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the bid, satisfactory evidence of authority to sign must be submitted with the bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.
4. That the submitting firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and business registration tax necessary to perform the Work. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify the Owner of any change.
5. That it has read, understands, and will comply with the Article 1.1.22 of this section entitled "Ethics."

1.1.21 Conflict of Interest

- A. Any Bidder bidding the construction phase of a project cannot at the time of Bid submittal, be affiliated with or have any direct or indirect ownership interest in the architect/engineer ("Designer") of record. The Bidder will also be prohibited from bidding if the Designer has any direct or indirect ownership interest in the Bidder. Should the Owner erroneously award a contract in violation of this policy, the Owner may terminate the contract at any time with no liability to Contractor, and Contractor shall be liable to the Owner for all damages, including but not limited to the costs to rebid the Project. The purpose of this policy is to encourage open, fair and competitive bidding and to eliminate any actual or perceived advantage that one bidder may have over another. In addition to this policy, Design Build projects are governed by the provisions of Florida Statutes, Section 287.055(9)(b).
- B. Contractor shall adhere to the Conflict of Interest Procedures for State Funded Grant Programs as set forth in FDOT Topic No. 375-030-006, <https://pdl.fdot.gov/api/procedures/downloadProcedure/375-030-006>.

C.

1.1.22 Ethics

- A. By signing the Bid Form, the Bidder certifies this Bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Bid for the same Work other than as a Subcontractor or supplier, and that this Bid is made without outside control, collusion, fraud, or other illegal or unethical actions. The Bidder shall comply with all Owner ordinances, policies and procedures regarding business ethics.
- B. The Bidder shall submit only one Bid in response to this Solicitation. If the Owner has reasonable cause to believe the Bidder has submitted more than one Bid for the same Work, other than as a Subcontractor or Supplier, the Owner may disqualify the Bid and may pursue debarment actions.
- C. The Bidder shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Bid by submitting such information with its Bid. Failure to do so will disqualify the Bid. If the Owner has reason to believe that collusion exists among the Bidders, the Owner will reject any and all Bids from the suspected Bidders and may proceed to debar the Bidder(s) from future Work.
- D. In accordance with Florida Statutes, Section 287.133, the Owner will reject Bids from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendors list maintained by the Florida Department of Management Services. The Owner shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Bidder listed on the Convicted Vendor list for any transaction exceeding \$10,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.
- E. If the Bidder violates any requirement of this Section, the Bid may be rejected, and the Owner may debar the offending companies and persons from future Work with the Owner.

1.1.23 Ex Parte Communication

- A. Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Bidder's Bid. The Owner's policy on Ex Parte Communication will not prohibit the following:
 - 1. Meetings called or requested by the Owner and attended by the Bidders for the purpose of discussing this Solicitation, evaluation, or selection process including, but not limited to, substantive aspects of the Solicitation. Such meetings may include, but are not limited to, Pre-Bid meetings, site visits to the Owner's or the Bidders' facilities, interviews/negotiation sessions as part of the selection process, and other presentations by the Bidders, all of which are requested by the Owner and will be limited to topics specified by the

Owner.

2. The addressing of the Owner at public meetings advertised and conducted pursuant to Florida Statutes, Section 286.011.
3. The filing of a written protest to any proposed Award to be made pursuant to this Solicitation, evaluation and selection process, which filing, and prosecution shall give notice to all Bidders. Protest proceedings shall be limited to open public meetings advertised and conducted pursuant to Florida Statutes, Section 286.011 with no Ex Parte Communication outside those meetings.
4. Communications between the Owner representatives and the Bidder for routine matters arising from procurements other than this Solicitation.
5. Written communication between potential Bidders and the Engineer provided copies of written communications are provided to all Bidders.

1.1.24 Prohibition Against Contingent Fees

- A. The Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Bidder, to solicit or secure a contract with the Owner, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For the breach or violation of these provisions, the Owner shall have the right to disqualify the Bid and pursue debarment or terminate the Contract without liability and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.1.25 Protest of Bid and Award Process

- A. Bidders shall file any protests regarding this Solicitation in writing, and shall submit such to the Owner's Procurement Representative noted on the Solicitation no later than three (3) business days following the event giving rise to the protest. Failure to submit a written protest within the timeframe herein will constitute a waiver of the right to pursue a protest.
- B. The written protest shall include at minimum the following information:
 1. Project or bid number of the solicitation protested;
 2. Title of solicitation protested;
 3. Specific identification of issue(s) protested; and

4. Requested action for correction.
- C. The Owner’s Procurement Representative will review the submitted information to ensure completeness and submit the issue to a committee comprised of the Owner’s designated Project Manager for the Work, the City Manager and the Owner’s Legal Counsel (“Protest Committee”).
- D. The Protest Committee will review the protest and may request a presentation by the Bidder of the protested issue. The Protest Committee will issue a written decision within fourteen (14) calendar days of receipt of the written protest.

1.1.26 Owner’s Reservations

- A. The Bid Documents provide potential Bidders with information to enable the submission of written offers. The receipt of Bid Documents is not a contractual offer or commitment by the Owner to purchase products or services.
- B. Bids and Bid Prices shall be warranted for a period of one-hundred twenty (120) days following the opening of Bids, and no Bid may be withdrawn during such time period.
- C. The Owner reserves the right to reject any or all Bids, or any part thereof, and/or to waive irregularities or informalities if such action is in its best interest. The Owner may reject any Bids that it deems incomplete, obscure or irregular including, but not limited to, Bids that omit a price on any one or more items for which prices are required, Bids that omit Unit Prices if Unit Prices are required, Bids for which the Owner determines that the Bid is unbalanced, Bids that offer Equal Items when the option to do so has not been stated, Bids that fail to include a bid bond, where one is required, and Bids from Bidders who have previously failed to satisfactorily complete Contracts of any nature for the Owner.
- D. The Owner reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion. The Owner reserves the right to cancel or change the date and time of the bid opening at any time prior to the advertised time.
- E. The Owner may Award the Contract in whole or in part. In such cases whenever the Owner exercises any of these reservations, the Owner will make a reasonable effort to notify, in writing, all parties to whom Bid Documents were issued. The Owner may award multiple or split Contracts if it is deemed to be in the Owner's best interest.

1.1.27 Documents and Forms Included in the Bid Documents

- A. The reference to and/or inclusion of the Contract Documents and other Contract related forms in the Bid Documents shall in no way be construed as an Award of the Work, or any portion thereof, or as an intention to award the Work. The

Owner reserves the right to alter, amend or delete any portion of these forms, to exclude any form, or to require additional forms not listed herein prior to execution of the Contract Documents.

SECTION 1.2: REQUIRED FORMS TO SUBMIT WITH BID

1.2.1 Bid Forms

- A. To submit a Bid in response to this Solicitation, all of the following forms must be completed and submitted as part of the Bid. Copies of the forms are contained in the Bid Documents. Additional copies may be requested by contacting the Owner.
1. Bid Form (form included in DIVISION 5: FORMS)
 2. Bid Security (form included in DIVISION 5: FORMS)
 3. Bidder’s Qualifications and supporting information (form included in DIVISION 5: FORMS)
 4. Bidder’s Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (form included in DIVISION 5: FORMS)
 5. Drug-Free Workplace Certificate (form included in DIVISION 5: FORMS)
 6. Florida Trench Safety Act Acknowledgement (form included in DIVISION 5: FORMS)
 7. Non-Collusion Affidavit (form included in DIVISION 5: FORMS)
 8. Public Entity Crimes Statement (form included in DIVISION 5: FORMS)
 9. Tabulation of Subcontractors and Suppliers (form included in DIVISION 5: FORMS)
 10. Evidence of authority to do business in the State of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

[END OF SECTION]

DIVISION 2: AGREEMENT

This Agreement is made and entered into on _____ (“Effective Date”), by and between THE CITY OF WAUCHULA, located at, 126 South 7th Avenue, Wauchula, Florida 33873 (“Owner”) and _____ a [STATE OF INCORPORATION] corporation with principal offices at _____ [ADDRESS OF CONTRACTOR] (“Contractor”).

Whereas, the Owner issued an Invitation for Bid and all associated Bid Documents for the Work titled “City of Wauchula– Public Works Warehouse Parking Lot Improvements,” and;

Whereas, the Contractor submitted a Bid in response to such Work, which was opened and accepted by Owner on _____, 2026, and;

Whereas, the Contractor represents that it is capable and prepared to provide the services necessary to complete the Work; and

Whereas, the Owner has determined that the Contractor’s Bid is the lowest responsive and responsible Bid for the Work and has issued the Contractor a Notice of Award to such effect;

Therefore, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2.1: WORK

2.1.1 Completion of Work

- A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The principal features of the Work are described as:
 - 1. Construction of approximately 0.0751 miles of paved roadway, sidewalk, and curb.
 - 2. Construction of drainage improvements and stormwater basins.
 - 3. Construction of signage and striping

SECTION 2.2: CONTRACT PRICE

2.2.1 Contract Price

- A. The Contractor shall perform the work for a not-to-exceed Contract Price of _____ [CONTRACT PRICE], or as may be amended in accordance with the Contract Documents, subject to the availability of lawfully appropriated funds.
- B. Payment will be made in accordance with the provisions of Section 3.4 of the Terms and Conditions set forth in the Bid Documents, which are incorporated by reference into this Agreement.

2.2.2 Quantities

- A. The Contract Price includes the Contractor’s Bid Price. For items of the Work that are Unit

Price, the prices shown on the Bid Form shall be used in determining the final Contract Price. As stated in the Bid Documents, estimated quantities provided on the Bid Form by the Owner are not guaranteed quantities. Actual quantities used in the Work may vary.

- B. Regularly during the Work, and upon the Owner’s review of the Final Application for Payment, the Owner, or its designated representative, will determine actual quantities used in the Work, and the Owner may issue a Change Order if required to alter the Contract Price.

SECTION 2.3: CONTRACT TIME

2.3.1 Time is of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence.

2.3.2 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be required to have reached Substantial Completion within **180** calendar days after the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with the Contract Documents within **240** calendar days after the date when the Contract Time commences to run. The Contract Time will be extended **30** calendar days for each Additive Alternative accepted by the Owner.

SECTION 2.4: CONTRACT ROLES AND RESPONSIBILITIES

The Owner and the Contractor may alter or amend the individuals named herein, or name additional representatives, by promptly providing written notice to the other party of any changes.

The following individuals shall have the responsibilities set forth in the Contract Documents for their respective roles:

2.4.1 Contract Administrator:

Name: Olivia Minshew,
City Manager
Agency/Company: City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873
(863) 773-3131

2.4.2 Project Manager:

Name: Kyle Long, Community Development Director
Agency/Company: The City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873

(863) 773-9193

2.4.3 Project Engineer:

Name: Mark S. Davies, PE
Agency/Company: Kimley-Horn and Associates, Inc.
109 South Kentucky Avenue
Lakeland, FL 33801
(863) 225-8728

2.4.4 Contractor’s Representative:

Name: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Agency/Company: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

2.4.5 Contractor’s Supervisor:

Name: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Agency/Company: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

SECTION 2.5: CONTRACT DOCUMENTS

2.5.1 Contents

- A. The following shall comprise the Contract Documents. The Owner shall generally consider this order of precedence in resolving any conflicts, errors or discrepancies:
 - 1. Executed Amendments, Change Orders and Work Change Directives
 - 2. This executed Agreement
 - 3. The Bid Documents, including but not limited to, the Terms and Conditions set forth in Division 3 of the Bid Documents, and any and all Addenda to the Bid Documents
 - 4. Supplemental Conditions
 - 5. Terms and Conditions, including the following Exhibits and Attachments thereto
 - 6. Notice of Award
 - 7. Notice to Proceed
 - 8. Payment Bond and Performance Bond
 - 9. Owner issued Purchase Orders
 - 10. Owner’s Drawings, Plans, Exhibits and Attachments
 - 11. Contractor’s Bid in response to the Invitation for Bid, including the Bid Form

- B. The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Contractor shall perform any Work that may reasonably be inferred from the Contract as being required, whether or not it is specifically called for, at no additional cost to the Owner. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.
- C. By signing the Agreement, the Contractor represents that it has carefully examined the Contract Documents and agrees to perform the Work in accordance with the Contract Documents, as may be amended from time to time.

SECTION 2.6: NOTICES AND CORRESPONDENCE

2.6.1 Transmission Method

- A. All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: upon receipt if delivered by hand; one day after being sent by an express courier with a reliable system for tracking delivery; three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means.
- B. All notices shall be addressed by a party to the other party as indicated below. Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

Owner

Attention: Olivia Minshew,
City Manager
Address: City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873

Contractor

Attention: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]
Address: [TO BE COMPLETED BY OWNER PRIOR TO EXECUTION]

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate on the Effective Date first stated above.

OWNER

CONTRACTOR

By _____

By _____

Date _____

Date _____

(Corporate Seal)

(Corporate Seal)

Attest

[END OF SECTION]

Attest

DIVISION 3: TERMS AND CONDITIONS

SECTION 3.1: DEFINED TERMS

3.1.1 Definitions

- A. Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization.
1. Addendum/Addenda: A change or changes to the Solicitation issued in writing by the Owner and incorporated into the Solicitation and Contract Documents.
 2. Administrative Work: Actions primarily performed in an office environment and associated with preparing to perform or administer the Work including, but not limited to, preparing Work schedules, obtaining bonds, executing Contracts, securing resources and other actions specified in the Bid Documents, or otherwise prudent to ensure a timely, safe and otherwise compliant start and performance of Field Work. Administrative Work is not performed at the Work Location.
 3. Application for Payment: A document seeking payment to Contractor from Owner for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Contractor name and address, a description of the product(s) or service(s) rendered, a valid Owner PO number, the amount payable, the payee name and address, any associated forms and any other supporting documentation required by the Contract Documents.
 4. Approved Schedule: The approved progress schedule for performance of the Work approved by the Owner or the Owner’s Representative, as most recently amended.
 5. Bid Documents/Bidding Documents: The documents titled Instructions to Bidders, the Invitation for Bid, the Bid Form, all sample forms to be included in the Bidder’s Bid, the sample Contract Documents, including forms included to provide the Bidder with a complete understanding of the Work requirements, excluding any technical data or test results that are provided as additional information regarding Work Location conditions.
 6. Bid or Proposal: The document, including all forms and information, describing the Bidder’s offer and submitted in response to this Invitation for Bids. Bid and Proposal shall be considered synonymous for the purpose of this Contract.
 7. Bid Price: The total dollar amount of the Bidder’s offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.
 8. Bidder: The respondent to this Solicitation.
 9. Bond: A financial mechanism to guarantee a contractual obligation.

10. Change Order: A written order issued by the Owner after execution of the Contract to the Contractor, as may be recommended by the Engineer, signed by the Owner and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. An executed Change Order resolves all issues related to price and time for the work included in the Change Order.
11. Contract: The Agreement for the Work executed by the Owner and Contractor as included in these Contract Documents.
12. Contract Administrator: The individual assigned by Owner, who is an employee of the Owner, to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Contractor, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of the Owner in all matters regarding the Contract. The Contract Administrator may authorize an Engineer and/or other Owner’s Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.
13. Contract Documents: Contract Documents means the documents set forth in the executed Agreement form.
14. Contract Price: The total amount payable to the Contractor under the Contract, as set forth in the Agreement form, as most recently amended.
15. Contract Time: The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Contractor to the date Contractor has agreed to complete the Work, as stated in the Agreement form, as most recently amended.
16. Contractor: The legal person, firm, corporation or any other entity or business relationship with whom the Owner has executed the Contract. Where the word "Contractor" is used it shall also include permitted successors and assigns.
17. Contractor Representative: The individual responsible for representing the Contractor in all activities concerning the fulfillment and administration of the Contract.
18. Contractor Supervisor: The individual employed or contracted by the Contractor to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Contractor Supervisor may be authorized by the Contractor Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Engineer and shall clearly state the limitations of any such authorization. In the event that the Contractor Supervisor and the Contractor Representative is the same person, the Contractor shall notify the Engineer of such situation.
19. Defect or Defective: When used to modify the “Work,” whether in lowercase or

uppercase, Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

20. Engineer: The individual assigned by the Owner (either an employee or a third party), who is a licensed professional engineer in the State of Florida, to provide engineering, design review, and/or construction management including, but not limited to, overseeing and resolving engineering/design issues with the Engineer for the Work, and conveying the Owner's instructions to the Contractor.

The Engineer's authority includes interpreting the technical portion of the Contract Documents, deciding on matters relating to the execution and progress of the Work and evaluating the Contractor's performance. The Engineer may stop the Work when deemed necessary by the Owner. The Engineer will receive and adjudicate any claim of ambiguity or error in the technical portion of the Contract Documents and shall reduce any determination to writing, and shall make a recommendation to the Owner. The Engineer is not a party to the Contract. The Engineer has no authority to approve changes to the Contract Price or Contract Time, or to commit the Owner to any expenditure of money except as expressly designated in writing by the Contract Administrator.

21. Environmental Requirements: All laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Work Location is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the Owner, the Work Location, or the use of the Work Location, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials (as defined in this Contract) into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).
22. Equal Item: Item a Bidder chooses to offer in place of offering the brand name or manufacturer's item specified on the Bid Document when the Bid Document clearly states that the Bidder may offer such an item.
23. Ex Parte Communication: Any communication pertaining to this Solicitation between a Bidder or protester (or their respective employees, agents, or representatives, or someone otherwise acting on behalf of Bidder) and the Owner (its members, employees, agents, and representatives other than the designated Owner representatives in the Solicitation), during the Solicitation period through the Contract Award, and/or from the initiation of a protest through Contract Award or through protest resolution.
24. Field Order: An order given by the Owner's Representative, in writing or orally, to direct progress of the Work. A Field Order may authorize only minor variations to the Work as needed to ensure progress, and does not authorize the Contractor to incur

additional costs, change the Contract Price or Contract Time.

25. Field Work: Actions associated with meeting the requirements of the Contract other than Administrative Work. Field Work is primarily performed at the Work Location.
26. Final Acceptance: The Owner's written notice to the Contractor that all Work as specified in the Contract has been completed to the Owner's satisfaction. Approval or recognition of the Contractor meeting a milestone or interim step does not constitute Final Acceptance of the Work. Final Acceptance is only applicable to the entirety of Work as specified in the Contract. Final Acceptance does not in any way limit the Owner's rights under the Contract or applicable laws, rules and regulations.
27. Final Completion: The point in time after which the Owner has accepted the Work, in accordance with DIVISION 3: TERMS AND CONDITIONS and the Contractor has fulfilled all requirements of the Contract Documents.
28. Hazardous Materials: Any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Licensed Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Licensed Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Licensed Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Licensed Property or adjacent property; or (C) which, if it emanated or migrated from the Licensed Property, could constitute a trespass.
29. Holidays: The following days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
30. Instructions to Bidders: The division of the Bid Documents labeled Instructions to Bidders.
31. Inspector: The individual(s) or company(ies) designated by the Contract Administrator to inspect and test the Contractor's performance and Contract compliance including materials, workmanship, safety, environmental compliance, project controls, administration and accounting, and other aspects of Contract compliance. The

Inspector has no authority to approve changes to the Work, the Contract Price or Contract Time, or to commit the Owner to any expenditure of money except as expressly designated in writing by the Contract Administrator. The Inspector may or may not be the same individual as the Engineer. The Contract Administrator may give the Engineer authority to appoint an Inspector.

32. Notice of Award: The issuance of a Notice of Award by the Owner to the successful Bidder notifying the Contractor that they have been authorized by the Owner to perform the work. A Notice of Award shall not be considered a Notice to Proceed.
33. Notice to Proceed: The written notice duly authorized and delivered by the Owner that authorizes the Contractor to begin Field Work. When indicated by the Owner, a PO may also serve as a Notice to Proceed.
34. Owner: The City of Wauchula.
35. Owner's Representative: The Engineer, Inspector, and other persons designated by the Contract Administrator as the Owner's Representative acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.
36. Overtime: Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.
37. Payment Bond: The statutory Performance Bond contemplated by Section 255.05, Florida Statutes.
38. Performance Bond: The statutory Payment Bond contemplated by Section 255.05, Florida Statutes.
39. Preconstruction Meeting: A meeting conducted after Award and prior to the start of any Field Work between the Owner and the Contractor. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.
40. Purchase Order (PO): A Work authorization document issued by the Owner with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized Owner signature and stating the amount of lawfully authorized funds.
41. Quality Assurance: Actions that the Owner takes to assess the Contractor's performance under the Contract.
42. Quality Control: Actions that the Contractor takes to ensure it successfully completes the Work in full accordance with the Contract Documents.
43. Shop Drawings: Drawings, electronic and hard copy, that detail the fabrication,

erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

44. Site: The Work Location.
45. Solicitation: The Invitation for Bids (which may be electronic) issued by the Owner, or by a third-party on behalf of the Owner, to solicit Bids or Proposals from Bidders that includes the Bid Documents.
46. Subcontractor: A provider of services or materials performing Work under contract for the Contractor.
47. Substantial Completion: The time when the Owner determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for the Owner or other contractors to perform subsequent portions of the Work as stated in the Contract Documents. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent the Owner's Final Acceptance of the Work.
48. Term: The period of time during which the Contract is in force, from formal Notice of Award to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.
49. Unit Prices: The Bidder's charges, rounded to the nearest cent, to the Owner for the performance of each respective unit of Work as defined on the Bid Form for all items required for successfully performing the Work through Final Acceptance.
50. Work: Work includes the scope set forth in the Contract Documents together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.
51. Work Change Directive: Written authorization recommended by the Engineer and signed by the Owner and issued to the Contractor after the Contract Effective Date recommending an addition, deletion or revision in the Work. A Work Change Directive shall not change the Contract Price or Contract Time, but shall be evidence that the parties expect the change ordered or documented to be incorporated into a subsequent Change Order.
52. Work Location: The place or places where the Work is performed, excluding the properties of the Contractor and/or the Subcontractor(s).

SECTION 3.2: PRELIMINARY MATTERS

3.2.1 Payment Bond and Performance Bond

- A. Within five (5) business days of receipt of Contract Documents, the Contractor shall furnish a Payment Bond and a Performance Bond in an amount equal to one-hundred percent (100%) of the amount of the Contract Price, made out to the Owner in forms and formats approved by the Owner, as security for the faithful performance of the Work of Contract, in accordance with Florida Statutes, Section 255.05. In no case shall the date on the bonds form be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida.
- B. A fully executed Payment Bond and Performance Bond must be recorded with the Clerk of Hardee County Court and delivered to the Owner before Work may commence. If the Contractor fails or refuses to furnish or record the required bonds, the Owner will retain the Contractor's Bid Security as liquidated damages.

3.2.2 Liquidated Damages

- A. If the Contractor fails to Substantially Complete the Work on or before the substantial completion date set forth in the Contract Documents, the Contractor shall pay the Owner the sum of \$500.00 per day for each and every calendar day, including Sundays and Holidays, starting on the contracted substantial completion date and continuing until the date that the Work is Substantially Completed.
- B. Following Substantial Completion, if the Contractor fails to complete any remaining Work within the Contract Time, the Contractor shall pay the Owner \$500.00 per day for each and every calendar day, including Sundays and Holidays, starting on the contracted final completion date and continuing until the date that the Work is completed.
- C. The Contractor understands and agrees that said daily sum is to be paid not as a penalty, but as compensation to the Owner as fixed and reasonable liquidated damages for losses that the Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with the Owner's normal operations, other tangible and intangible costs, or otherwise, which costs are otherwise impossible or impractical to measure or ascertain with any reasonable specificity.
- D. Liquidated damages may, at the Owner's sole discretion, be deducted from any monies held by the Owner that are otherwise payable to Contractor.
- E. The Contractor's responsibility for liquidated damages shall in no way relieve the Contractor of any other obligations under the Contract.

3.2.3 Preconstruction and Progress Meetings

- A. Before starting field work, a preconstruction meeting will be held to: review the work; to review the work schedule; to establish procedures for submitting items including but not

limited to applications for payment, the schedule of submittals, approving the applications for payment, and making payments; and, to establish a working relationship between the Owner and the Contractor.

- B. The Preconstruction Meeting shall be attended by, but not limited to, the Owner, the Engineer, the Contractor Representative and the Contractor Supervisor. The Contract Administrator will notify the Contractor in writing of the meeting time and location at least two (2) days prior to the meeting date.
- C. Construction progress meetings will be held at a frequency determined by the Owner, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Owner, the Engineer, and the Contractor's Supervisor.

3.2.4 Contractor Review of Project Requirements

- A. The Contractor shall review the Work requirements and specifications prior to commencing Work. The Contractor shall immediately notify the Engineer in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. The Owner will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order, as appropriate if the Owner is in agreement with the alleged conflict, and issue revised specifications. Any Work the Contractor performs prior to receipt of approved Change Order or Purchase Order will be at the Contractor's sole risk and will not be reimbursed.

3.2.5 Contractor's Documents at the Work Location

- A. The Contractor shall maintain at the Work Location for the Owner one record copy of all Contract Documents in good order and marked currently to record all Addenda and changes made during the Contract Term. The Contractor shall include copies of all Change Orders, Work Change Directives, Field Orders, and other written clarifications or interpretations with these record documents. These shall be available to the Owner's Representatives and shall be delivered to the Engineer upon completion of the Work or at the request of the Engineer. The Owner and the Owner's Representatives may use such documents in reviewing the Contractor's final Application for Payment.
- B. The Contractor shall also maintain detailed records of the Work for its own files. The Contractor shall make these records available to the Owner for inspection upon request. The Contractor shall maintain such records for five (5) years after the final completion date.

3.2.6 Contractor's Field Office

- A. The Contractor shall provide its own office facilities at the Work Location, as required. Unless specifically listed herein, the Owner provides no Work Location facilities or Work Location area for the Contractor facilities of any kind such as field office and material storage. If the Contractor establishes a Work Location-based office, the Contractor shall provide and maintain adequate telephone facilities at this office during the full Term of the Contract. If the Contractor has a local business office, this office may serve as a Work

Location office for this Contract, but the Contractor must maintain an operational cellular phone at the Work Location while performing Work.

3.2.7 Commercial Activities on the Work Location

- A. The Contractor shall not establish any commercial activities, or issue concessions or permits of any kind to third parties to establish commercial activities on lands owned or controlled by the Owner, or within the boundaries of the Work Location. The Contractor shall not allow its employees to engage in any commercial activities on the Work Location.

3.2.8 Compliance with Referenced Specifications

- A. All Work, materials, systems or operations specified by reference to standard trade specifications or to manufacturer's published specifications shall comply with the requirements of the referenced specifications, except as modified by the requirements of this Contract. The referenced specification used shall be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In case of a conflict, the specifications that contain the more stringent requirements will govern.

3.2.9 Licenses

- A. The Contractor shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations. The Contractor shall secure all licenses as required for the performance of the Work and shall pay all fees associated with securing them. The Contractor shall produce written evidence of licenses and other certifications immediately upon request from the Owner.

3.2.10 Limitation of Accuracy of Informational Materials

- A. For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Contractor understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Contractor as the only indication of Work conditions.
- B. Unless otherwise stated, the data furnished by the Owner or the Engineer to the Contractor, or by the Contractor to the Owner or the Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.2.11 Permits

- A. The Contractor shall secure, maintain, post as required, and pay for all building, plumbing,

electrical, right-of-way, parking, roadway, railroad, shipping, freight, hazardous materials, and all other permits required for performance of the Work in full compliance with all applicable laws, rules and regulations. The Contractor shall perform all actions necessary to identify where permits are to be obtained and properly file for the permits.

- B. The Contractor shall comply with all conditions of permits issued for the Work, either directly or indirectly, issued by federal, state, or local governmental agencies, which are hereby incorporated as part of these Contract Documents. The Contractor shall be solely responsible for resolving any issues and bearing all expenses including any damages suffered by the Owner that result from a finding of noncompliance during performance of the Work by any of the respective regulatory agencies including, but not limited to, all costs for delays, litigation, fines, fees of any kind, and other costs.

3.2.12 Work Information

- A. In the event the Contractor requires additional information regarding the scope, Work Locations, personnel requirements, or other information pertinent to the Work or Contract, the Contractor shall request such information or clarifications from the Engineer in writing. Within the bounds of the Engineer's authority, the Engineer may provide the requested information to the Contractor.

3.2.13 Engineer's Status During Construction

- A. The Engineer shall have the responsibilities set forth herein for this Contract.
- B. Review the progress schedule, schedule of Shop Drawings, and Sample Submittals and Schedule of Values prepared by the Contractor and consult with the Engineer concerning acceptability.
- C. Attend conferences and meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- D. Serve as the Owner's liaison with the Contractor, working principally through the Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents. Serve as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations. Assist in obtaining additional details or information from the Owner, when required for proper execution of the Work.
- E. Transmit to the Contractor clarifications and interpretations.
- F. Record the date of receipt of Samples and approved Shop Drawings. Receive Samples which are furnished at the Site by the Contractor. Notify the Owner if work is begun without reviewed shop drawings.
- G. Consider and evaluate the Contractor's suggestions for modifications in the Drawings. Transmit in writing to the Contractor decisions as issued by Engineer.

H. Review of Work and Defective Work:

1. Conduct on-site observations of the Contractor's work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

2. Report to the Owner whenever Engineer believes that any part of the Contractor's work does not conform to the Contract Documents or will imperil the integrity of the Work as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; notify the Contractor of that part of work in progress that Engineer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. Inspections, Tests and System Startups:

1. Verify that tests, equipment and system start-ups and operating and maintenance training are conducted in the presence of appropriate the Owner's personnel and that the Contractor maintains adequate records thereof.

2. Observe and record appropriate details relative to the test procedures and system start-ups.

J. Record names and contact information for Contractors, Subcontractors and materials and equipment Suppliers. Maintain records for use in preparing Work documentation.

K. Reports:

1. Furnish as required of progress of the Work and of the Contractor's compliance with the Progress Schedule and Schedule of Shop Drawings and Sample Submittals.

2. Draft and recommend to the Owner proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor.

3. Immediately notify the Owner of the occurrence of any known site accidents, emergency, acts of God endangering the Work, damage to property, or discovery of Hazardous Materials.

L. Review Applications for Payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Owner, noting particularity the relationship of the payment requested to the Schedule of Values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

M. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled

and furnished by the Contactor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to the Owner prior to payment for that part of Work.

N. Completion:

1. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of list of items to be completed or corrected.
2. Participate in a final inspection in the company of the Owner and the Contractor and prepare a final list of items to be completed and deficiencies remedied.
3. Observe whether all items on final list have been completed or corrected and make recommendations to the Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

O. Limitations of the Engineer’s Authority: The Engineer shall not:

1. Exceed limitations of the Engineer’s authority as set forth in the Contract Documents.
2. Undertake any of the responsibilities of the Contractor, the Subcontractors, the Suppliers or the Contractor’s Superintendent.
3. Advise on, issue directions regarding, or assume control over safety practices precautions, and programs in connection with the activities or operations of the Owner or the Contractor.
4. Accept Shop Drawings or Sample submittals from anyone other than the Contractor.
5. Advise on issue directions, or assume control over means, methods, techniques, sequences, or procedures for the Contractor’s Work.

3.2.14 Conflict of Interest

- A. No member, officer or employee of the City during his/her tenure or for one (1) year after shall have any interest, direct or indirect, in this contract or proceeds thereof. The Contractor shall also include this statement in all subcontracts for this work.

SECTION 3.3: SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE

3.3.1 Acceptance of Work - After Receipt, Inspection, Usage and Testing

- A. The Contract Administrator will make the determination when Work is completed and there is Final Acceptance by the Owner, with consideration to the Engineer’s and the Inspector’s recommendations.
- B. Final Acceptance will be made by the Owner only in writing, and after adequate time to

ensure the Work is performed in accordance with Contract Documents in accordance with Florida Statutes, Section 255.077. The Owner will reject any items delivered by the Contractor that are not in accordance with the Contract, and shall not be deemed to have accepted any items until the Owner has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defects in the work have become apparent.

- C. The Owner may partially accept the Work. If the Owner elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Final Acceptance by the Owner, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

3.3.2 Substantial Completion

- A. The Contractor shall notify the Owner in writing when a portion of the Work is ready for Substantial Completion and can be utilized for the purposes for which it was intended. The Contractor shall identify any deficiencies in the Work. Owner will inspect the Work and will give the Contractor written notice of either acceptance of that portion of the Work or additional deficiencies. The Contractor shall correct all deficiencies prior to Substantial Completion of the Work.
- B. Whenever any portion of the Work is substantially complete and can be utilized for the purpose for which it was intended, the Owner may use it. Such use shall not be held in any way as a Final Acceptance of the Work or as a waiver of any provisions of the Contract.
- C. Upon determination that the Work meets the requirements for Substantial Completion, the Owner will issue a Certificate of Substantial Completion.

SECTION 3.4: PRICE & PAYMENTS

3.4.1 Application for Payment and Payment Terms

- a. The Contractor shall submit to the Engineer all Applications for Payment using the prescribed forms included in the Contract Documents and in accordance with the payment method agreed upon in these Contract Documents. The Owner will pay the Contractor the amount requested less any authorized deductions or retainage set forth in the Contract Documents within twenty five (25) days after receipt of an acceptable Application for Payment from the Contractor subject to the provisions stated below.
- b. The Owner may reject any Application for Payment within twenty (20) calendar days after receipt. The Owner will return the Application for Payment to the Contractor stating the reasons for rejection. Upon receipt of an acceptable revised Application for payment, the Owner will pay the Contractor the revised amount within ten (10) calendar days or, if Commission approval is required, by the first business day after the next regularly scheduled Commission meeting after the corrected pay app was received.

- c. The Owner may withhold payment if the Contractor is in violation of any conditions or terms of the Contract Documents, including but not limited to, the failure by the Contractor to provide all Releases of Lien as set forth in Section 3.4.5 below.
- d. The Application for Payment may be subject to the review of the Owner’s Representative for purposes of determining compliance with any supplemental conditions.

3.4.2 Retainage

- a. As additional security for the proper performance of the Work, the Owner may deduct ten percent (10%) retainage, or such other amount allowable pursuant to State of Florida law, from the amount stipulated in the Invoice or Application for Payment and accepted by the Owner as eligible for payment. In accordance with Florida Statutes, after completion of fifty percent (50%) of the Work, the Contractor may request a reduction in retainage to five percent (5%). For the purposes of this section, “completion of fifty percent (50%) of the Work" shall be defined as the point at which fifty percent (50%) of the total cost of the Work, as defined, and inclusive of authorized Change Orders, has been expended by the Owner.
- b. In the case of early termination of the Contract, all payments made by the Owner against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Contractor. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Contractor, the Contractor shall refund the excess amount to the Owner within ten (10) calendar days of determination or written notice.

3.4.3 Payment Method - Progress Payments and Schedule of Values

- a. For the purposes of this Contract, the Contractor shall refer to the Construction Drawings

3.4.4 Final Application for Payment

- a. After the Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up as-built record documents and other documents, the Contractor shall complete and submit to the Owner the final Application for Payment with consent of surety for final payment as notice that the Work, including the correction of all deficiencies, is complete. By submitting the final Application for Payment, the Contractor certifies the following:
 - a. That the Work has been satisfactorily completed;
 - b. That no liens have attached against the property and improvements of the Owner;
 - c. That no notice of intention to claim liens are outstanding;
 - d. That no suits are pending by reason of the Work;

- e. That all workers' compensation claims known to the Contractor have been reported to the Owner;
 - f. That the surety provides a Consent of Surety to Final Payment; and
 - g. That no public liability claims are pending.
- b. Within ten (10) calendar days of receipt of the Contractor's final Application for Payment, the Engineer shall review the final Application for Payment and make a recommendation to the Owner. The Owner shall make final payment to the Contractor in accordance with the Application for Payment provisions of the Contract.

3.4.5 Prompt Payment to Subcontractors and Suppliers

- a. When the Contractor receives payment from the Owner for labor, services or materials furnished by Subcontractors and Suppliers that are hired by the Contractor, the Contractor shall remit payment due (less proper retainage) to those Subcontractors and Suppliers within ten (10) calendar days after the Contractor's receipt of payment from the Owner and the Contractor shall obtain a Release of Lien for each payment made. Nothing herein shall prohibit the Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its Subcontractors and Suppliers. In the event of such dispute, the Contractor may withhold the disputed portion of any such payment only after the Contractor has provided written notice to the Owner and to the Subcontractor and Supplier whose payment is in dispute, stating the amount in dispute and specifically describing the actions required to cure the dispute. The Contractor shall deliver such notice to the Owner and to the said Subcontractor or Supplier within ten (10) calendar days following the Contractor's receipt of payment from the Owner. The Contractor shall pay all undisputed amounts due within the time frames specified herein.
- b. The Contractor shall submit a Release of Lien for the prior month's payment included in any Application for Payment as a condition to payment. Owner reserves the right to withhold payment in the event the Contractor fails to provide all Releases of Liens for the prior month's payment.
- c. The prompt payment requirements herein shall, in no way, create any contractual relationship or obligation between the Owner and any Subcontractor, Supplier, or any third-party, nor create any Owner liability for the Contractor's failure to make timely payments as required. The Contractor's failure to comply with the prompt payment requirements, however, shall constitute a material breach of its contractual obligations to the Owner.

3.4.6 Taxes and Owner Direct Purchases

- A. The Contractor shall include the cost of all applicable State and Local Sales Taxes in the submitted Bid Price. The Owner reserves the right to directly purchase any materials or equipment to reduce project costs due to State and Local Sales Taxes. A deductive Change Order will be drafted to remove any Owner Direct Purchases from the Contract.

- B. The Contractor shall be responsible for the payment of any applicable State and Local taxes relating to the purchase of equipment and materials required for the completion of this project.

3.4.7 Allowances

- A. When the Contract Documents indicate that the Owner has provided the Contractor with an allowance for specified portions of the Work, the Contractor shall provide such Work in a manner acceptable to the Owner.
- B. Allowance items shall include all costs to the Contractor (less any applicable trade discounts), including all applicable taxes, costs for unloading and handling materials and equipment at the Site, labor, installation, overload, profit, and other expenses set forth in the Contract Documents as part of the allowances.

SECTION 3.5: INSURANCE & INDEMNITIES

3.5.1 Environmental Indemnity

- A. The Contractor shall hold harmless, indemnify, and defend the Owner and the Engineer, including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Contractor's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Contractor's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this contract by the Contractor or any Party at any time on or after the effective date of the contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Contractor or any Party. The Owner will be entitled to control any remedial action or any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

3.5.2 Indemnification

- A. General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, CITY and Contractor agree to allocate such liabilities in accordance with this Section.
- B. Indemnification. The parties agree that 1% of the total compensation paid to Contractor for the services provided under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided as set forth in this paragraph.
- C. Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY), protect, and hold CITY, and its officers, employees, City Commissioners, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of or related to any actual or alleged bodily injury, sickness, illness, or death or injury or damage to any tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of Contractor to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Contractor, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that Contractor shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.
- D. To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
- E. CITY review, comment and observation of the Contractor's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.
- F. Contractor agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Contractor's performance of this Agreement and its work product(s).
- G. Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and

effect.

3.5.3 Insurance Requirements

- A. Before any work commences, Contractor shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Contractor shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY. Contractor shall maintain, at all times, the minimum levels of insurance set forth below.
- B. The CITY shall be named as an additional insured on all Contractor policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.
- C. The Contractor's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.
- D. If there is any failure by the Contractor to comply with the provisions of this section, the CITY may, at its option, on notice to the Contractor, suspend the work for cause until there is full compliance.
- E. CITY may, at its sole discretion, purchase such insurance at Contractor's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve Contractor of its obligation to obtain insurance.
- F. The Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.
- G. To the extent applicable, Contractor will ensure that all subcontractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All Contractor's sub-contractors shall be required to include CITY and Contractors as additional insured on their General Liability Insurance policies.

- H. In the event that subconsultants used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the CITY for any claim in excess of the subconsultants' insurance coverage.
- I. The Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.
- J. Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- K. Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage
 - Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)
- L. Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.
- M. Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Contractor shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Manager. The CITY may require the Contractor to provide a higher level of coverage for a specific project and time frame.
- N. Worker's Compensation. The Contractor shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

3.5.4 Title and Risk of Loss

- A. Ownership, risks of damage to or loss of the Work shall pass to the Owner upon Final Acceptance of the work. The Contractor shall assume all risk of loss or damage to the

Work while items are in transit and/or in the Contractor's custody until such time that the Owner issues written notice of Final Acceptance of the Work.

SECTION 3.6: GENERAL PERFORMANCE OF WORK

3.6.1 Care of Property Owners

- A. The Contractor agrees to provide excellent customer service throughout the execution of the Work during both scheduled Work hours and Overtime in the manner, as a minimum, as set forth below:

The Contractor shall notify the affected property owners prior to any planned outages, line flushing, valve simulations and driveway construction. The notification will be produced by the Contractor and approved by the Owner's Representative.

- 1. Within one (1) business day of receiving a concern from a property owner regarding the Work, the Contractor shall notify the Engineer in writing of each customer concern reported directly to the Contractor's personnel. Such notification shall include, as a minimum: the Contractor's name, date and time the concern was communicated to the Contractor, the name, address and phone numbers for the affected party, the nature of their concern and any action that was taken or any action currently underway to resolve the concern.

3.6.2 Workmanship

- A. The Contractor shall perform all Work in a safe, workmanlike and professional manner, and so as to render a neat and uniform appearance. The Contractor shall handle all material in such a way as to preserve its finish and protective coatings from damage. General arrangement shall be satisfactory to the Engineer.

3.6.3 Work Location Cleanliness

- A. The Contractor shall, at all times, keep the Work Location free from an accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Contractor shall remove all waste materials and any rubbish from and about the project, as well as any tools, construction equipment, machinery and surplus materials, in accordance with applicable laws, rules and regulations. If the Contractor fails to clean up at the completion of the Work, the Owner may do so and charge the cost thereof to the Contractor.

3.6.4 Surveying

- A. Unless specifically stated in the Contract Documents as being provided by the Owner, the Contractor shall be responsible for all surveying necessary to commence and perform this Work. The Contractor shall employ a land surveyor registered in the State of Florida to reference and restore all property corners and/or monuments that may have been disturbed and to ensure accurate horizontal and vertical control during the construction

of this project and for staking locations for new structures. Height and spacing of stakes are to be as specified elsewhere herein or as directed by the Engineer.

- B. All Work shall be done to the lines, grades and elevations shown on the drawings. Any Work improperly located may be ordered removed and replaced at the Contractor's expense. The Contractor shall be responsible for making its own determination of water table variations and shall not assume that any water levels shown by the aforesaid boring data will necessarily be maintained at the level indicated. The Contractor shall investigate the conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its Work including, but not limited to, the making of borings.

SECTION 3.7: SCHEDULES

3.7.1 Preliminary Schedules

- A. Within ten (10) calendar days following the Effective Date of the Agreement, the Contractor shall submit to the Engineer the following items:
 - 1. Preliminary Progress Schedule stating days or dates for starting and completing the various stages of the Work in an orderly manner within the Contract Times, indicating any milestones specified in the Contract.
 - 2. Preliminary Schedule of Submittals, showing a reasonable schedule for reviewing and processing required submittals
 - 3. Preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and reasonably subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Prices shall include all overhead and profit.
 - 4. Preliminary Schedule of Progress Payments (Draw Schedule).
- B. No later than ten (10) calendar days prior to the date for the submittal of the first Application for Payment, the Contractor and the Engineer shall meet to review the acceptability of the Progress Schedule, the Schedule of Submittals and the Schedule of Values. The Contractor shall have an additional ten (10) calendar days following such meeting to make any adjustments and to resubmit the schedules.
- C. The Engineer's approval of the any of the Schedules shall not relieve the Contractor of its sole responsibility for the Progress Schedule, the sequence and scheduling of Work, and the progress of the Work.
- D. No progress payments shall be made to the Contractor until the Engineer has approved the Schedules.

3.7.2 Work Days

- A. The work schedule is established on the basis of working five (5) days per week, eight (8) hours per day. The Owner may require the Contractor to base its schedule on an accelerated Work Schedule or multiple shifts. The Contractor shall not schedule work on Holidays without obtaining prior written approval from the Owner.
- B. The Contractor shall, at no additional cost to the Owner, increase or supplement its working force and equipment and perform the Work on an Overtime or multiple shift basis when directed by the Owner and upon notification that the Contractor is behind schedule. The Contractor shall submit a revised schedule in writing demonstrating the Contractor's schedule recovery plans.
- C. The Contractor understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather (except as set forth in Section 19, "Force Majeure"), or accidents, and the occurrence of such events will not relieve the Contractor from the requirement of meeting the Approved Schedule.

3.7.3 Changes to the Progress Schedule

- A. The Contractor may submit proposed revisions to the Progress Schedule to the Engineer for review provided that they do not change the Contract Time, and the Engineer may adjust the Progress Schedule from time to time.
- B. Proposed changes to the Progress Schedule that change the Contract Time will only be made in accordance with Section 3.14.2, "Changes to Work." Adjustments to the Contract Time shall only be made via Change Order.

SECTION 3.8: MATERIALS, TOOLS & EQUIPMENT

3.8.1 Temporary Utilities

- A. The Contractor shall furnish and install all temporary water, electricity and other utilities required to accomplish the Work. The Contractor shall obtain the water required for carrying out the Work from fire hydrants, existing water main connections, or new connections approved by the Owner. The Contractor shall install a back flow preventer and water meter assembly if construction water is necessary. Upon Substantial Completion of Work, the Contractor shall remove all evidence of temporary connections and lines.
- B. Prior to initiating any construction Work, the Contractor shall coordinate and schedule the provision of temporary utility service required during construction and arrange for the permanent installation and connection of utilities for the completed Work.

3.8.2 Material Delivery Locations

- A. The Contractor shall notify, in writing, the Engineer of all planned material delivery/receiving locations. Such notification shall be prior to initiation of shipment. The

Engineer will provide the Contractor with specific written approval for each delivery/receipt location, which will not be unreasonably withheld.

3.8.3 Storage of Equipment

- A. The Contractor shall be responsible for all storage of materials, equipment, vehicles, tools, and all other items associated with the Work. Such storage shall comply with applicable regulations appropriate for the items being stored to ensure suitable care for items and protection from theft, vandalism, or inappropriate use. The Contractor is solely responsible for the costs for such storage, unless otherwise indicated in the Contract Documents, and any costs associated with noncompliant storage including, but not limited to, loss and damage to items. In the event that the Owner directs the Contractor to stop the Work, costs associated with storing equipment or materials will be compensated in accordance with the provisions stated herein in Section 3.14.2, "Changes in Work and Change Orders." The Contractor shall ensure that the Engineer has access to Work-related storage on an as needed basis during regular Work Hours and Overtime.

3.8.4 Contractor Laydown Area

- A. In the event the Contractor decides to utilize public or private property as a laydown area, the Contractor shall enter into a written agreement with the entity who owns the property. The Owner shall have access to all laydown areas. Upon submission of the Contractor's first Invoice or application for payment to the Owner, the Contractor shall provide the Owner with a copy of such signed written agreement. At the time of Contractor's Final Application for Payment, the Contractor shall obtain and submit to the Owner a release from the property owner waiving all claims against Owner arising out of the use of such public or private property in connection with the Project.

3.8.5 Substitutions

- A. Whenever materials or equipment are specified or described in the Contract by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required.
- B. Materials or equipment of other suppliers may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named.
- C. The Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified.
- D. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's completion of the Work within the Contract Time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other Contract directly with the Owner for Work on the Contract) to adapt the design to the proposed substitute and

whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fees, royalties, permits or any other costs.

- E. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Companies affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute.
- F. Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor.
- G. The Engineer may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed substitute.
- H. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if the Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract.
- I. The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute; such time shall not be deemed justification for an extension of the Contractor's time for completion of the Contract.
- J. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed or utilized without the Engineer's prior written notice, which shall be evidenced by a Change Order.
- K. The Owner may require reimbursement for the cost associated with the Engineer's evaluation of substitutions.
- L. The Owner may require the Contractor to furnish, at the Contractor's expense, special performance guarantee bonds or other surety with respect to any substitution.

3.8.6 Disposition of Salvage Material

- A. All material to be removed from the Work Location, relocated or salvaged, shall be inspected by the Engineer immediately prior to removal, and the Engineer's decision as to the salvageability shall be final. Such material that can be salvaged, in the opinion of the Engineer, shall be stored at the Work Location on-site by the Contractor, as and where directed by the Engineer, or delivered to a location as directed. Under no circumstances may existing structures, plant or facilities be removed or demolished without obtaining prior written approval from the Contract Administrator.

3.8.7 Tools and Equipment

- A. All tools and equipment used in the performance of the Work shall be used as intended by the manufacturer and in accordance with manufacturer operating manuals and industry practices, whichever is more stringent. The Contractor shall ensure that all tools and equipment used in the performance of the Work shall be of the size and quality suitable for safe and efficient performance of the Work. If the Contractor-provided tools and equipment do not meet these requirements, or if in the sole opinion of the Owner formed after considering relevant factors, the tools or equipment are inappropriate for performance of the Work, the Contractor agrees to remove the unacceptable tools and equipment and obtain tools and equipment the Owner considers suitable. Such replacement shall be entirely at the Contractor's expense, and no change to Contract Time will be allowed.
- B. The Contractor is responsible for furnishing the security of any and all tools and equipment required to perform the Work.

SECTION 3.9: SAFETY & SECURITY

3.9.1 Safety and Protection Precautions

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, all Owner procedures and policies, and orders of any public body having jurisdiction for the safety of persons or protection of property. The Contractor understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Contractor is responsible for all Owner damages associated with such termination.
- B. The Contractor shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform the Work safely.
- C. The Contractor understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any Owner directed safety improvements. The Contractor further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by the Owner or the Owner's Representatives to prevent harm to persons or damage to equipment does not, in any way, relieve the Contractor of this responsibility.
- D. The Contractor's Representative, or alternatively, the Contractor's Supervisor, shall be designated as the Contractor's individual responsible for the prevention of accidents.
- E. The Contractor shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

3.9.2 Emergency Events

- A. In the event that a system-wide emergency arises during the Term of this Contract for which the Owner requires assistance from the Contractor including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Contractor acknowledges the importance of Owner infrastructure and agrees to support, with all its resources, skills and capabilities, and the maximum extent possible, all restoration efforts of the Owner. The Owner shall notify the Contractor when an emergency event occurs and the Contractor agrees to mobilize its full resources immediately. In the event conditions are such that an emergency event is likely in progress, but the Contractor has not been notified by the Owner, the Contractor shall make all efforts to contact the Owner to determine if and how it should respond. The Owner agrees to reimburse the Contractor for its actual costs incurred, plus overhead and profit not to exceed twelve percent (12%), and any one-time expended cost incurred as a result of supporting the Owner during the emergency event.

3.9.3 Emergency Procedures

- A. In emergencies affecting the safety of persons, the Work or property at the Work Location or any other area adjacent thereto, the Contractor, without special instructions or authorization from the Owner, is obligated to act to its best ability, to prevent threatened damage, injury or loss to the Work, any persons, or property. The Contractor shall give the Owner prompt written notice describing the emergency, its cause, actions taken, injuries and casualties, property damage, other damages, and impact on continued performance under this Contract.

3.9.4 Storm Preparedness

- A. In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Contractor shall secure, or shall remove and store all equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Contractor shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than twenty-four (24) hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by the Owner to do so. These activities are considered a regular part of the Work, regardless of the frequency they are required.

3.9.5 Weather Protection

- A. The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the Work against weather conditions and for handling all storm, flood and ground water, sewage, or other seepage, that may be encountered during the performance of the Contract. The Contractor shall provide for such contingencies and for carrying on the Work in freezing weather by methods that meet with the approval of the Engineer. If the Contractor fails to provide such protection, or in the event of an emergency, the Owner may provide such protection at the Contractor's expense.

3.9.6 Project Security

- A. The Contractor shall provide, at its expense, on-site security personnel at any time the facility's perimeter is unsecured, including but not limited to, alarms disabled, fences or gates down, traffic flows that require gates to be opened repeatedly and/or for more than one hour of the work day. The Contractor shall schedule security personnel. Where existing lighting is disabled or otherwise impacted by the Work, the Contractor shall provide temporary lighting equal to or exceeding that which exists.

3.9.7 Protection of the Environment

- A. The Contractor shall immediately notify the Owner of any Hazardous Materials encountered during the Work and shall immediately cease work in the affected area until further direction is received from the Owner.
- B. The Contractor and its Subcontractors and Suppliers shall comply with all applicable laws, rules and regulations including, but not limited to, all Environmental Requirements.
- C. Asbestos, Lead, or Toxic Mold may be present at the Work Location. The Contractor shall notify the Engineer immediately upon discovery of asbestos, lead, toxic mold. The Contractor shall not disturb or remove known or discovered asbestos, lead, or toxic mold unless directed by the Engineer.
- D. Hazardous Materials:
 - 1. The Contractor shall bear full responsibility including, but not limited to, payment and liability for the transportation, use and disposal of any Hazardous Materials under the Contractor's control during the performance of the Work. Disposal of Hazardous Materials should only be disposed of at Owner approved facilities. The Contractor shall provide the Owner with appropriate documentation showing proper disposal of its Hazardous Materials.
- E. Toxic Substances Introduced by the Contractor:
 - 1. The Contractor shall notify the Engineer in writing of the type, quantity and disposal method of any toxic substance used during the performance of the Work. The Contractor shall be solely responsible for the use and disposal of any such toxic substances. The Contractor shall submit cleanup procedures to the Owner for review and written approval prior to the use of the toxic substance. In the event that a toxic substance escapes into the environment, the Contractor shall immediately notify the Engineer in writing of the occurrence and the actions taken. In the event that the Contractor encounters toxic substances in the course of construction, the Contractor shall immediately notify the Engineer verbally, with a written notification to follow. The Engineer shall arrange for disposal by the Owner.
 - 2. The Contractor will be solely responsible for all waste material including paints, lubricants, fuels, solvents, and other chemicals used in connection with the Work. The Contractor will provide proper containers for waste materials and comply with all

applicable laws, rules and regulations in their disposal. The Contractor will dispose of all empty containers off-site as soon as possible. The Contractor will designate one area for transferring paints and solvents from large containers (55- gallon drums) into smaller containers for daily use.

- F. The Contractor understands and agrees that the Work Location may include wetlands or other environmentally sensitive areas. The Contractor shall not enter these areas during the performance of its Work, unless specifically authorized by the Engineer and appropriate state and federal permits have been obtained.
- G. The Contractor and/or Subcontractor's employees shall not endanger wildlife species or domestic animals of any kind.
- H. The Contractor shall immediately cease any activity that causes or results in a violation of the Owner's or the Contractor's environmental permits or federal, state and local laws and regulations. Such violation shall immediately be reported to the Engineer verbally, with written notification to follow. All additional costs due to the Contractor's noncompliance with the applicable environmental permits or Environmental Requirements shall be paid by the Contractor.

SECTION 3.10: OTHER WORK AND OTHER PROPERTY

3.10.1 Encroachments on Rights or Property

- A. The Contractor shall be solely responsible for any encroachments on public property or on the rights or property of adjoining property owners to the Work Location, and shall hold the Owner harmless because of any encroachments that may result because of the Contractor's improper layout. In this regard, the Contractor shall, without extra cost to the Owner, remove any Work or portion of any Work that encroaches on the property other than that of the Work Location, or that is built beyond legal building or setback limits. The Contractor shall rebuild the affected Work or portion of Work at the proper location and in full compliance with the Contract Documents.

3.10.2 Interference With Existing Utilities

- A. The Contractor acknowledges and agrees that there is a possibility that the existing Owner or other utility facilities may cross and/or lie parallel to excavations in the area where Work will occur. Although the Owner may indicate recorded obstacles on the drawings, it does not warrant that other subsurface obstacles do not exist. The Contractor shall be responsible for verifying the data furnished by the Owner and for fully investigating and locating additional obstructions including every type below, on or above the ground. The Contractor should regard these impediments as normal to construction. All costs for performing such work shall not be paid for separately, but shall be included in the Contractor's costs on the Bid Form. The Contractor shall comply with all requirements of the Underground Facility Damage Prevention and Safety Act, Florida Statutes, Chapter 556.

- B. In the event the Contractor encounters an unidentified utility during performance of the Work, the Contractor shall promptly cease Work in the affected area and shall immediately notify the Owner’s Representative in writing. The Owner will investigate the area and propose remedial actions in accordance with the provisions stated herein in the Section 3.14.2, "Changes to Work and Change Orders."
- C. The Contractor shall work in cooperation with the Owner and representatives of existing utilities to plan and coordinate putting new Work into service so as not to interfere with the operation of the existing utilities. Such plans shall be adhered to unless deviations therefrom are expressly permitted in writing by the Contract Administrator.
- D. The Contractor shall at all times conduct the Work in a manner that interferes as little as possible with the existing utilities. Any cables exposed during construction, whether energized or not, must be handled and protected as if they are energized. The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. The Contractor shall not obstruct existing gutters, ditches and other runoff facilities. When working in the vicinity of overhead lines, the Contractor shall request line rubber protection and pole holding services from the Owner of the overhead lines at least ten (10) calendar days in advance of performing the work.
- E. The Contractor shall be solely responsible for any damages, interferences, and interruptions of service caused to any utility's assets and services including water, sewer, electric, telephone, gas, cable, and other utility services, that result from the Contractor's failure to fulfill the above stated requirements.
- F. In the event the Contractor damages an existing utility, the Contractor shall immediately notify the property owner, the owner of the damaged utility and the Engineer. Should the damage cause an interruption of service, the Contractor shall be responsible for restoring service as soon as possible; however, the Contractor shall not make repairs, other than any required to restore safe conditions, without the approval of the property owner, or the owner of the damaged utility. The Contractor shall be responsible for coordinating any repair effort, and any associated costs should the utility owner or a licensed repair contractor be required to make the repair. The Owner reserves the right to deduct any unsettled claim amount from Contractor's invoices until such time as the claim is satisfactorily resolved.

3.10.3 Interference With Other Owner Work or Other Companies

- A. The Contractor shall perform the Work in a manner that minimizes the interference with other Owner work, or with work performed by other companies. The Contractor shall coordinate the Work with other persons and companies employed by the Owner. If a difference of opinion regarding scheduling or coordination of the work arises between the Contractor and another Owner contractor(s) performing work at the Work Location, the Owner may involve itself the matter. In such cases where the Owner makes a decision regarding the scheduling or coordination of the work, the Contractor agrees to fully abide by the Owner’s decision. Unless otherwise agreed in writing by the Owner, the Owner will not be responsible for additional costs.

- B. Any claims arising against the Contractor from damages to other companies' work, equipment, machinery, tools or other property shall be settled directly between the Contractor and the other companies involved. The Owner will not, in any way, be a party to arbitrating or mediating any such disputes, nor shall the Owner be responsible for any costs associated with such disputes.

3.10.4 Interference with Railroads

- A. The Contractor shall not build across, into, over or under, either temporarily or permanently, any portion of a railway or railway right-of-way without first obtaining all required permits. If the Contractor's operations render any railroad unsafe, the Contractor shall immediately notify the Engineer, and the railroad owner and take appropriate actions and such temporary safeguards as required to protect life, limb, and property, and to maintain orderly traffic.
- B. The Contractor shall procure all railroad permits required for the Work beyond those procured by the Owner and the costs for such permits shall be included in the Bid Documents. All costs associated with railroad fees for railroad flagmen, watchouts, inspectors, supervisors, any additional training of Contractor's employees that is required by applicable laws, rules and regulations when performing Work in association with railways, any certifications required for successful completion of the Work and all other associated costs shall be included in the Contractor's costs on the Bid Form.

3.10.5 Interruption of Service

- A. The Contractor shall not operate any valves, nor otherwise interrupt water and/or sewer service, without first obtaining permission from the Owner. The Owner shall be present during any interruption of service.
- B. If the Contractor must shut down a main or portion of a main, thereby causing an interruption of water service, the Contractor shall provide the Owner with the following information, in writing, a minimum of five (5) business days in advance of any anticipated interruption of service:
 - 1. Date and time of outage.
 - 2. Purpose of the outage.
 - 3. Map of the area to be affected by the outage.
 - 4. Letter stating all offices, businesses, and residents have been or will be notified by the Contractor at least four (4) business days in advance of the outage (unless the Owner chooses to issue such notification).
- C. The Contractor is not authorized to proceed with the requested Work without prior written notice from the Owner that such actions are approved.
- D. In the event of a major emergency that endangers life or property, the Contractor may

take immediate action before notifying the Owner. In all cases, however, the Owner shall be notified in writing at the earliest opportunity after addressing the emergency.

3.10.6 Protection of Existing Facilities and Grounds

- A. The Contractor shall be responsible for protecting all the existing facilities including, but not limited to, buildings, lawns, landscaping, sprinkler systems, and pavements, both public and private, that are encountered during the performance of the Work. At all times, the Contractor shall cooperate with the owners of such facilities by arranging and performing the Work in and around such facilities in a manner that facilitates their preservation, relocation, and/or reconstruction. The Contractor shall be responsible for the full restoration or replacement if the Contractor damages such facilities during or resulting from performance of the Work.
- B. The Contractor shall verify the existing dimensions and clearances before laying out the Work. When the Work involves the laying of utility lines across landscaped areas and grassed areas, which may include, but is not limited to, irrigation systems, streets, sidewalks, and other paved areas, the Contractor shall protect and preserve all trees, shrubs, palms, landscaping, etc., and restore such areas and all paved areas to their original sound conditions using construction techniques and materials that are the same as existing including replacing plants and trees with those of similar size and age. In the case of planted areas, the Contractor shall maintain the restoration Work until positive growth has been acknowledged in writing by the Engineer.
- C. All costs for such restoration and replacement work shall be included in the associated lines on the Bid Form, and shall not be paid for separately.
- D. The Contractor shall not (except upon written consent from the property owner and Contract Administrator) enter or occupy with workers, tools, equipment or vehicles any land outside the easements, right-of-ways, or the Owner’s property.

3.10.7 Temporary Closure of Roadways

- A. The Contractor shall not close or obstruct any portion of a street, road, or private way without first obtaining permits. If any street or private way is rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary ways and guards necessary for the protection and safety of persons on the Work and the public and for the orderly maintenance of traffic. All costs associated with temporary closure of roadways shall be included in the Bid price. The Contractor shall notify the police and fire departments in writing if it will be necessary to close a street. The Contractor shall copy the Owner on all correspondence relating to street closure. The Contractor shall notify the police and fire departments prior to closure of the street. The Contractor shall be responsible for maintaining proper coordination with the proper authorities.
- B. Temporary closure of business entrances must be approved in writing by and coordinated with the Owner.

SECTION 3.11: DRAWINGS

3.11.1 Shop Drawings

- A. The Contractor shall submit all Shop Drawings according to the Schedule of Submittals approved by the Engineer.
- B. Shop drawings shall establish the actual quantities, dimensions, materials and specified performance and design details of all manufactured or fabricated items, services and equipment that Contractor proposes to provide for the Work; indicate proper relation to adjoining Work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.
- C. Shop drawings shall be complete in every detail, properly identified with the Contract name, Contract and subsection number for identification of each item, and state the qualifications, departures or deviations from the Contract, if any. Shop drawings for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the Contractor and the Engineer.
- D. In checking the Shop Drawings, the Contractor shall:
 - 1. Verify all dimensions and field conditions, and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose Work is related thereto, as required for proper and complete installation of the Work.
 - 2. Verify all rough-in and connections for utilities shall conform to approved equipment Shop Drawings
 - 3. Review and coordinate each Shop Drawing with other Shop Drawings and the Contract Documents. Determine and verify all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety programs.
- E. The Engineer will review the Shop Drawings and will return them to the Contractor stamped to indicate the action taken. For planning purposes, the Contractor shall allow a minimum of two (2) weeks for review of each Shop Drawing. The stamp will indicate that the Shop Drawing is "No Exception Taken", "Make Corrections Noted", "Revise and Resubmit" or "Rejected". Only those Shop Drawings stamped "Revise and Resubmit" or "Rejected" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal. The Shop Drawings stamped "No Exception Taken" or "Make Corrections Noted" will be returned to the Contractor, who will be responsible for obtaining prints thereof and distributing them to the field and Subcontractors.

- F. At the same time the Engineer returns a reviewed submittal to the Contractor it will forward two copies of each item stamped "No Exception Taken" or "Make Corrections Noted" together with any conditions of approval, to for field and office use. The Engineer may revoke approval of Shop Drawings, should field conditions so dictate.

SECTION 3.12: INSPECTIONS, QUALITY & REPORTING

3.12.1 Contractor’s Daily Reports

- A. The Contractor shall complete and submit daily reports for each calendar day of the Work, starting with the date of the Notice to Proceed, and said reports shall be submitted with each pay application. The Contractor's failure to submit the daily reports as specified herein will be grounds for withholding payments.

3.12.2 Reporting

- A. The Contractor shall provide the reports as defined in the Contract Documents.
- B. Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included, they are to be used. Where they are not included, the Contractor shall provide a sample of its proposed report format for each report to the Engineer at least one (1) week prior to its initial due date. The Engineer will review and either approve or reject the use of the report. Where the proposed report is rejected, the Contractor shall resubmit revised report formats, until the Engineer approves format. The Reporting Cycle shall begin on the Notice to Proceed date or the date of the purchase order, if used.
- C. Where the Contract calls for reports to be submitted by the Contractor, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Engineer.

3.12.3 Quality Control and Quality Assurance

- A. The Contractor shall provide Quality Control to ensure the Work is performed in accordance with the Contract. Quality Control shall be appropriate for the nature of the Work, and shall be conducted in a manner consistent with sound quality management and industrial engineering principles. The Contractor shall have only personnel trained in Quality Control techniques and experienced with the nature of the Work perform the Quality Control function.
- B. The Owner may perform Quality Assurance activities. Such activities, whether performed or not, do not in any way limit or reduce the Contractor's requirements. The Owner may

become aware of quality related problems during its performance of Quality Assurance, but has no obligation to notify the Contractor of its findings. The Contractor shall provide access to all areas of Work, including the Contractor's facilities, for the Owner's Quality Assurance personnel and the Owner's Representatives. The Owner will conduct Quality Assurance activities so as not to excessively interfere with the Work, however, where the Owner Quality Assurance personnel request specific actions of the Contractor, the Contractor shall comply with the request and agrees that such compliance is included as part of its Contract Price.

3.12.4 Inspections and Testing

- A. The Owner, or its designated representatives, will perform inspections at the Contractor facilities during normal business hours and in a manner that minimizes disruption to the normal day-to-day work activities of the Contractor. Contractor shall provide safe and proper facilities for inspection access and observation of the Work and also for any inspection or testing by others.
- B. If the Contractor has covered or concealed any Work from inspection in any way that the Engineer has not specifically requested prior to the Owner's Representative's inspection, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available the portion of the Work in question for observation, inspection or testing as the Engineer may require. The Contractor shall furnish all necessary labor, material and equipment to make such Work available. The Contractor shall bear all expenses of uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including, but not limited to, compensation for additional professional services required by the Owner, and no change in Contract Time will be considered as a result of the foregoing.
- C. The Owner may, at its sole discretion, grant the Contractor an extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- D. All materials and equipment used in the construction of the Contract shall be subject to adequate inspection and testing in accordance with accepted standards. The Contractor shall select the laboratory or inspection agency for making all tests required by the specifications, and shall pay for this laboratory service direct, as a part of this Contract.
- G. The Contractor shall pay for all required testing of materials and equipment. Two (2) copies of each test showing certification of each test shall be furnished to the Engineer immediately after such test has been made and with the exception of concrete, prior to delivery of the materials or equipment tested to the Work Location. The Owner will not accept the materials or equipment until tests have been approved.
- H. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. Test requirements for all materials are set out in the detailed specifications for that particular material. All materials and

equipment prior to being incorporated in the Work, and required by the Engineer to be tested, shall be tested for conformance with contractual requirements. Standard items of a uniform nature may be accepted on the manufacturer's certification. Where specific performance and/or quality is referred to, it is the Contractor's responsibility to have the necessary tests performed by qualified persons to show that the contractual requirements are being met except those tests named in the Contract Documents to be performed by the Owner. Certified test results shall be submitted promptly in quadruplicate to the Engineer for review. All tests shall be performed in accordance with referenced standards. Where no reference is made, tests shall be performed in accordance with the methods prescribed by the American Society for Testing and Materials or such other organization as would be applicable.

- I. The Contractor shall pay for any retests resulting from its failure to provide Work that passes required tests.
- J. The Engineer, or the Owner appointed Inspectors may inspect any and all materials and Work. Such inspection may extend to any or all parts of the Work and to the preparation and manufacture of the materials to be used. The Inspectors shall not be authorized to alter, revoke, enlarge or relax the provisions of the Contract, nor will they be authorized to approve or accept any portion of the completed Work, nor to issue instructions contrary to the Contract. The Inspector shall inform the Engineer of the progress of the Work and the manner in which it is being done and notify the Contractor of any infringement upon the Contract Documents. The Inspectors will have the authority to reject defective materials or to suspend any Work that is being improperly done subject to the final decision of the Engineer.

3.12.5 Performance Evaluation

- A. The Owner may, upon completion of the Work or at any time during the Work, issue to the Contractor a written performance evaluation of the Contractor's performance of Work under this Contract. The evaluation will be based upon the Owner's and the Engineer's reports, inspections, and first-hand experience in dealing with the Contractor and the Contractor's representatives. The performance evaluation will indicate whether the Contractor's performance has been deemed "Satisfactory," "Unsatisfactory" or "Top Performance" with regard to the following criteria:
 - 1. Timeliness;
 - 2. Customer Service to Owner;
 - 3. Care of Owner's Customers;
 - 4. Financial Performance;
 - 5. Quality of Workmanship;
 - 6. Quality of Materials & Equipment;

- 7. Safety;
- 8. Environmental;
- 9. Compliance with DBE/WBE Requirements; and
- 10. Project Administration.

SECTION 3.13: OWNER FURNISHED ITEMS

3.13.1 Conditions of Provisioning

- A. The Contractor understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by the Owner.
- B. Any use of Owner furnished items on non-Owner work is a breach of the Contract and a violation of the law. All Owner furnished items are the property of the Owner when issued, stored by Contractor, and used in performance of the Work. The Contractor agrees that it shall use all Owner furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the Owner furnished item, the skills of the individuals using the Owner furnished item, and all environmental conditions. The Contractor understands and agrees that where the Owner and the Contractor shall share Owner furnished items, Owner usage shall always have priority over Contractor usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Contractor.
- C. The Contractor agrees to return to the Owner, and to the location as established by the Engineer, any unused or salvageable items prior to final payment. The Contractor agrees that the Owner has the right to audit and investigate at any time how the Contractor is using Owner furnished items. The Owner will bill the Contractor for unaccountable Owner furnished material at the current Owner cost.

3.13.2 Access to Work Locations

- A. The Owner will provide, as indicated in the Contract Documents, and no later than the date when needed by the Contractor, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Contractor's use. The Owner will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

3.13.3 Contract Documents

- A. After Contract Award, the Owner will furnish a maximum of one (1) complete set of the Contract Documents, or portions requested thereof, upon request by the Contractor. Additional copies will be supplied at cost to the Contractor.

3.13.4 Site Conditions

- A. The Owner will provide to Contractor test data results from field tests. Such data has been determined by the Owner to be sufficient to describe the conditions to be expected during the performance of the Work. The Contractor shall not be entitled to any claim for additional costs associated with any ground related Work, unless the actual conditions found substantially differ from those described by the test data.
- B. The Contractor is responsible for verifying Site conditions and obtaining additional data as the Contractor deems necessary. The Contractor will be responsible for all costs associated with the gathering of additional Site data.

SECTION 3.14: CHANGES TO WORK

3.14.1 Unforeseen Conditions

- A. The Contractor understands and agrees that it is its responsibility to conduct due diligence prior to the start of Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Contractor's failure to fulfill the above requirements, the Contractor understands and agrees that it will be responsible for all costs associated with the changed condition.
- B. In the event, however, that the Contractor exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in Article 3.14.2 below titled "Changes in the Work and Change Orders."

3.14.2 Changes in the Work and Change Orders

- A. The Engineer may issue to the Contractor a written Field Order to authorize minor changes to the Work having no impact on Contract Price or Contract Time. If the Contractor anticipates that the Field Order work will impact the Contract Price or Contract Time the Contractor should immediately notify the Engineer.
- B. In the event of an emergency endangering life or property where it is appropriate for the Contractor to take action, the Contractor shall undertake such actions to preserve life and property. The Owner and the Contractor will determine after emergency is concluded, the extent of out-of-scope work performed by the Contractor, and the Owner will issue a Change Order or amend the Contract for such work, if any and as necessary.
- C. Anything to the contrary notwithstanding, in the event that the Owner determines that a change must proceed immediately or if the Owner rejects all or a portion of the

Contractor's estimated effect of a change, then the Owner may direct, and the Contractor shall commence immediately and perform until completion, the necessary services to implement the change. The Owner will issue such direction in the form of a written Work Change Directive. The Contractor shall be compensated for such change in the work, notwithstanding any objections of the Contractor, which objections shall be preserved and not waived by the Contractor's commencement or performance of the Work as directed by the Owner.

- D. To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Contractor shall submit a letter to the Engineer stating such request or claim. The Engineer shall review and submit a written recommendation to the Owner. The Owner shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Contractor, claimed by the Contractor, or contemplated by the Owner, no change shall be authorized unless made on an Owner Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.
- E. All requests for changes filed by the Contractor shall be in writing delivered to the Owner's Representative within ten (10) business days of when the event that prompted the claim was discovered or should have been discovered. The Contractor's failure to timely submit a written claim will constitute a waiver of the right to pursue a claim. Upon receipt of the Contractor's claim notification, Owner's Representative will provide written direction as to the procedures that will be used to address the request. The Contractor's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. A cost breakdown showing all labor, material and equipment shall be provided. The Owner's Representative may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order. Where the Engineer and the Contractor are unable to reach a mutually acceptable resolution of request, the Owner's determination will be final.
- F. Where necessary, the Owner will determine the value of work covered by a change order using one of the following methods:
 - 1. Where the work is covered by established unit prices contained in the contract, the unit price, if the Owner agrees that this is a fair and reasonable price; otherwise, a negotiated price will be applied to the quantity of work at the discretion of the Owner,
 - 2. By mutual acceptance of lump sum price,
 - 3. By actual cost and a mutually acceptable fixed amount for overhead and profit, or
 - 4. Where Bid Price was based on estimated quantities, prior to making final payment, the Owner will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

- G. The Contractor shall immediately notify the Owner’s Representative in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.
- H. The Contractor shall submit requests or claims for a Work schedule adjustment in writing and delivered to the Engineer within five (5) business days following the discovery of the event that prompted the claim or when the event should have been discovered. Where accepted by the Owner, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Contractor's request for a change in the Work schedule, the Owner’s Representative will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where the Owner and the Contractor are unable to reach a mutually acceptable resolution of request, the Owner will make a commercially reasonable determination, made in accordance with the Owner's established policies and procedures, which shall be final.
- I. All Work defined on Field Orders, Work Change Directives and Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Field Order Form, Work Change Directive Form, or Change Order.

3.14.3 No Damage for Delay

- A. Damage, loss, expense or delay incurred or experienced by the Contractor in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions, bad weather, or other mischances that are generally considered to be a part of the usual hazards associated with Work, shall be borne entirely by the Contractor and shall not be the subject of any claim for additional compensation or change in Approved Schedule.
- B. The Contractor agrees that its sole remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by the Owner or any of the Owner's agents or other contractors, shall be an extension of the Contract completion date. As such, the Contractor shall not recover any cost associated with extended home/field office overhead, idle labor/equipment/materials, subcontractors' claims or any other miscellaneous costs.
- C. Any demand for equitable time adjustment must be served in writing to the Owner within five (5) calendar days of the event giving rise to any delay, disruption or hindrance. Any request for an equitable time adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path. Any request that is not clearly shown to be an impact to the project's critical path will be denied.

- D. Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

3.14.4 Notification of Surety

- A. The Contractor shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price.

3.14.5 Contingency Work

- A. The Owner will issue a written Change Order to incorporate cost or schedule changes into the Contract. Issuance of a Change Order is solely at the discretion of the Owner. The Change Order shall be used for increases or decreases in the Contract Price, within the contingency amount set forth in the Contract Price, or to make changes in schedule for performance of the Work. The Contractor should not expect that any Change Orders for contingency work will be issued. Owner shall have no obligation to pay for contingency work unless the same is performed pursuant to a written Change Order form signed before the contingency work is commenced.
- B. The Contractor and the Engineer shall mutually agree to the pricing of a Change Order for contingency work. Any negotiated increase or decrease in the Contract Price shall be based on the Contractor's costs for labor, materials and supplies directly applicable to the increase or decrease plus ten percent (10%) thereof for Contractor's supervision, overhead, bonds and profit. For any negotiated increase or decrease, the Contractor will provide a complete detailed breakdown for all labor, material, and equipment, etc. associated with the change. A lump sum figure submitted with no breakdown will be returned to the Contractor without review.
- C. Cost Reimbursable (Time and Materials) Method:
 - 1. The Owner may, at its sole discretion, implement cost reimbursable procedures in order to limit the costs for performance of contingency work. Also, whenever the Contractor and the Owner are unable to agree on costs for an increase in the Work, the Owner or Engineer shall order the Contractor to proceed with the Work on a cost reimbursable (time and material) basis. The Owner will pay the Contractor for the contingency work in the manner hereinafter described, and the compensation thus provided shall constitute full payment for said work. The Owner shall issue the Change Order for the Contractor to perform the specific contingency work with payment determined as follows:
 - a. For materials purchased by the Contractor and used in the work, the Contractor shall be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills. A mark-up amount equal to ten percent (10%) of the sum thereof shall be added to this cost. The Owner reserves the right to select and approve, or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.
 - b. The Contractor will be paid the cost of wages for all labor that is engaged in the

Work, plus the actual cost chargeable to the Work for workers' compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor. A total mark-up shall be added equal to ten percent (10%) of wages and other cost listed above. In evidence of the costs of labor the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls. Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Contractor for Work under this Contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.

- c. Payment for the services of foremen in direct charge of the specific operation will be made. Payment for the service of superintendents, timekeepers or other overhead personnel will not be made nor will payment for the services of watchmen be made unless required specifically by the contingency Work. The actual function performed by an employee rather than its payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.
- d. The types and amounts of equipment and machinery used by the Contractor in carrying out its work under the contingency shall be made in keeping with normal practice for work of similar nature. Owner may, at its discretion, limit by specific instruction the types and amounts of equipment and machinery to be used. For all equipment and machinery used in the contingency work, the Owner will pay eighty percent (80%) of the rental value as set forth in the Blue Book value or actual cost, whichever is less, to which no mark-up percentages will be added.
- e. In computing the hourly rental of such equipment, less than thirty (30) minutes shall be considered 1/2 hour except when the minimum rental time to be paid is one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the contingency work being performed. The Contractor shall be reimbursed for the time required to move the equipment to the Work, and return it to its original location, only if the Contractor is charged this cost by the renting agency. Excess rental time of equipment due to inefficient work practices will not be reimbursed.
- f. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$500.00 or less.
- g. The Contractor and the Engineer shall compare records of the Work performed on a Cost Reimbursable basis at the end of each day. These records shall be prepared by the Contractor and shall be signed by both the Owner and the Contractor's Representative. A copy of these records shall be submitted to the Owner with the invoice for the work.
- h. Payment for cost reimbursable contingency work will be included in monthly progress payments.

- i. The Contractor's Subcontractors will be allowed a ten percent (10%) mark-up on Work performed by their own forces. The Contractor will be allowed a five percent (5%) mark-up on the Subcontractor's costs (i.e. labor, materials and equipment) only, no mark-up on the Subcontractor's profit.

3.14.6 Suspension of Work

- A. The Owner may suspend the performance of the Work rendered by providing the Contractor with five (5) business days written notice of such suspension. Schedules and compensation for performance of the Work shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Work, the Contractor shall resume the full performance of the Work when the Owner gives written direction to do so. Suspension of Work caused by the Contractor's sole negligence or failure to perform shall not increase the Contractor's compensation as outlined in the Contract Documents.

3.14.7 Unauthorized Work

- A. The Owner will consider any Work done without lines and grades given, Work done beyond the lines and grades shown on the Contract or as given, or any extra Work done without written authority, as unauthorized Work and will not pay the Contractor for such Work. If so ordered by the Contract Administrator, the Contractor shall remove such Work and properly replace it at the Contractor's own expense.

3.14.8 Payment of Overtime

- A. Any Overtime required for the Contractor to complete the Work within the Contract Time shall be at the sole cost and expense of the Contractor.
- B. If the Owner requires the Contractor to perform Overtime Work in order to complete the Work prior to the Contract Time, the Contractor shall bill the Owner for the Overtime only the actual costs incurred by the Contractor relating to the payment of Overtime premiums, in accordance with its labor policies and applicable laws. Such actual costs include Overtime wage premium, and additional taxes and insurance directly associated with the Overtime wage premium. The Contractor agrees that it will not charge for personnel paid a salary, or other form of compensation when the Contractor incurs no direct costs as a result of the Overtime. The Contractor shall total the direct Overtime charges, and add the agreed upon overhead rate, but in no case, shall such overhead rate exceed ten percent (10%) of the total overtime costs.
- C. Overtime may only be charged to the Owner if the Contractor was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

3.14.9 Scheduling of Overtime (Contractor Initiated Overtime)

- A. Whenever the Contractor schedules Work beyond ten (10) hours per day, beyond fifty

(50) hours per week, or on Saturdays, Sundays, or Owner Holidays, then the Contractor shall arrange, in advance, for the Engineer to inspect the Work performed during Overtime. The Contractor shall not perform Overtime Work or after-hours Work without an Owner’s Representative at the Work Location or available to perform the inspections, as directed by the Contract Administrator. Except where the Owner has requested the Contractor schedule Overtime to perform additional Work, the Contractor shall reimburse the Owner for any additional costs associated with the Owner’s Representatives' Overtime pay.

SECTION 3.15: LABOR

3.15.1 DBE, MBE and/or WBE Requirements

- A. Contractor represents that it will comply with all applicable provisions regarding DBE, MBE and/or WBE enterprises requirements.

3.15.2 Contractor's Labor Relations

- A. The Contractor shall negotiate and resolve any disputes between the Contractor and its employees, or anyone representing its employees. The Contractor shall immediately notify the Owner of any actual or potential labor dispute that may affect the Work and shall inform the Owner of all actions it is taking to resolve the dispute.

3.15.3 Minimum Qualifications of Contractor Personnel

- A. All Contractor personnel shall be at a minimum qualified for the tasks they are assigned. All Contractor personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If the Owner, at its sole discretion, determines that a Contractor’s person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Contractor shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Contractor shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.
- B. The Contractor personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Contractor shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one (1) day of request from the Engineer. Any changes to such personnel after approval shall require the written permission of the Engineer.

3.15.4 Nondiscrimination and Other Requirements

- A. Contractor represents that it will comply with all applicable provisions regarding equal employment requirements.
- B. The Contractor represents that it has adopted and will maintain a policy of

nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Contractor agrees that on written request, it will allow the Owner reasonable access to the Contractor's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract for a period of five (5) years from the completion of the project.

- C. The Contractor shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:
 - 1. The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
 - 2. The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
 - 3. The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).
- D. The Contractor agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.
- E. Drug Free Workplace. Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place issued by the Office of Management and Budget to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments, which are made part of this Agreement.
- F. Discriminatory Vendor List. Contractor hereby acknowledges its continuous duty to disclose to the City if Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

G. E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall:

(1) Utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of the Agreement; and

(2) Expressly require all persons (including subcontractors/subvendors/ subconsultants) assigned by Contractor to perform work or provide services pursuant to the Agreement with the City to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. Contractor acknowledges and agrees that the use of the U.S. Department of Homeland Security’s E-Verify System during the term of this Agreement is a condition of the Agreement with the City.

By entering this Agreement with the City, Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility.” This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

3.15.5 Show-Up Pay

- A. In the event that inclement weather prevents the Contractor from performing Work, the Contractor may be obligated to pay its crew a show-up pay. The Contractor shall be solely responsible for providing this pay.

SECTION 3.16: RIGHTS & REMEDIES

3.16.1 Intellectual Property

- A. The Contractor grants to the Owner an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that

was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

- B. If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Contractor shall secure for the Owner an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.
- C. Should the Owner, or any third party obtaining such work product through the Owner, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at the Owner's sole risk.
- D. The Contractor will, at its expense, defend all claims, actions or proceedings against the Owner based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to the Owner all costs, damages, charges, and expenses occasioned to the Owner by reason thereof. The Owner will give the Contractor written notice of any such claim, action or proceeding and, at the request and expense of the Contractor, the Owner will provide the Contractor with available information, assistance and authority for the defense.
- E. If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Contractor will forthwith either secure for Owner the right to continue using the Work or will, at the Contractor's expense, replace the infringing items with noninfringing Work or make modifications as necessary so that the Work no longer infringes.
- F. The Contractor will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

3.16.2 Offsets

- A. If the Contractor is in violation of any requirement of the Contract, the Owner may withhold payments that may be due the Contractor, and may offset existing balances with any Owner incurred costs against funds due the Contractor under this and any other Contractor Contract with the Owner, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

3.16.3 Proprietary Information

- A. The Contractor shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that the Owner furnishes to the Contractor. The Contractor shall insert in any subcontract a restriction on the use of all information furnished by the Owner. The Contractor shall not use this information on another project. All information furnished by the Owner will be returned to the Owner upon completion of the Work. The Contractor may retain a copy of such information solely for its own project records.

3.16.4 Removal of Work

- A. The Contractor shall not sell, assign, mortgage, hypothecate or remove Work that has been delivered to or installed at the Work Location without the Owner’s approval.

3.16.5 Right to Audit and Financial Reporting

- A. Upon the Owner's requests, the Contractor agrees to allow the Owner to audit its financial and operating records for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Contractor agrees to allow Owner personnel, their qualified representative, and/or representatives as stated in DIVISION 4: SUPPLEMENTAL CONDITIONS access the records at Contractor's office, with three (3) business days written notice, for a reasonable period, not less than five (5) business days, in a workspace suitable for the audit provided by the Contractor. All audit work will be done on the Contractor’s premises, and no Contractor documentation will be removed from the Contractor’s offices. The Contractor agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Contractor's offices and for a period of two (2) weeks thereafter. The Contractor shall provide to the Owner audited financial statements for the most recent fiscal year upon the Owner's request, not later than five (5) business days after receipt of written request.

3.16.6 Title to Materials Found

- A. The Owner shall retain the title to water, mineral matter, timber and any other materials that the Contractor, or its Subcontractors, encounter during the excavation or other operations of the Work. The Contractor shall use or dispose of this material in accordance with the Contract or written instructions from the Engineer. Any materials found in the excavation, or other operations of the Contractor, that are of archaeological or historical value shall be left in place. The Contractor shall immediately notify the Owner of the find and shall take no further action until directed by the Owner.

SECTION 3.17: REPRESENTATIONS & WARRANTIES

3.17.1 Contractor's Knowledge of the Work

- A. The Contractor represents that the Contract Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of the Owner. The Owner

assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations expressly stated in the Contract and the Contract expressly provides that the Owner assumes the responsibility.

3.17.2 Contractor's Plans and Specifications

- A. All plans and specifications that the Contractor provides for any building, structure, system or equipment where required by federal, state, local laws and regulation as part of the Work shall bear the seal of a Professional Engineer duly registered in the State of Florida at no cost to the Owner.

3.17.3 Contractor's Warranties

- A. The Contractor unconditionally warrants to the Owner for a period of not less than two (2) years from the earlier of Final Acceptance or Substantial Completion and beginning of normal use by the Owner, that all Work furnished under the Contract including, but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:
 - 1. Performed in a safe, professional and workman like manner;
 - 2. Free from Defects in design, material, and workmanship;
 - 3. Fit for the use and purpose specified or referred to in the Contract;
 - 4. Suitable for any other use or purpose as represented in writing by the Contractor;
 - 5. In conformance with the Contract Documents; and
 - 6. Merchantable, new and of first-class quality.
- B. The Contractor warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, the Owner may return the Work for correction or replacement at the Contractor's expense, or return the Work at the Contractor's expense and cancel the Contract. If the Contractor performs services that fail to conform to such standards and regulations the Contractor shall make the necessary corrections at Contractor's expense. The Owner may correct services to comply with standards and regulations at the Contractor's expense if the Contractor fails to make the appropriate corrections within a reasonable time.
- C. If the Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, the Contractor shall transfer such warranty to the Owner. Such warranties, do not in any way limit the warranty provided by the Contractor to the Owner.

- D. If, within the warranty period, the Owner determines that any of the workmanship or supplies are defective or exhibit signs of deterioration, in the opinion of the Owner, the Contractor, at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of the Owner. The Contractor shall pay all costs of removal, transportation, reinstallation, repair, and all other associated costs incurred in connection with correcting such Defects in the Work. The Contractor shall correct any Defects only at times designated by the Owner. The Contractor shall extend the warranty period an additional twelve (12) months (thirty-six (36) months total) for any portion of the Work that has undergone warranty repair or replacement.
- E. When operational conditions warrant, the Owner may repair or replace any defective equipment at the Contractor's expense. The Owner may repair or replace any defective Work at the Contractor's expense when the Contractor fails to correct the Defect within a reasonable time of receiving written notification of the Defect by the Owner, when the Contractor is unable to respond in an emergency situation, or when necessary to prevent the Owner from substantial financial loss. Where the Owner makes repairs or replaces defective Work, the Owner will issue the Contractor a written accounting and invoice of all such work to correct Defects.
- F. The Contractor's warranty excludes remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

3.17.4 Competent Performance of the Work

- A. The Contractor represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If, in the sole opinion of the Owner, the Contractor fails to perform the Work as represented, the Owner may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if the Owner deems the organization of the Contractor or its management, or the manner in which Contractor is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified. The Contractor shall pay the Owner for the cost of all such Work completed by the Owner.

3.17.5 Encroachment on Outside Property

- A. The Contractor warrants that it shall not encroach on any rights or property of the public or adjoining property owners and shall hold the Owner harmless because of any encroachments that may result from the Contractor's lack of proper layout. If such an encroachment occurs, the Contractor agrees to remove any Work or portion thereof, that encroaches on the property of others, or that is built beyond legal building or setback limits, and shall rebuild the affected Work, or portion thereof, at the proper location, all without extra cost to the Owner

3.17.6 Free and Clear Title

- A. The Contractor warrants that it has title to all equipment and materials furnished under the Contract where title will pass to the Owner, and that the equipment and materials passed to the Owner are free and clear of all liens, claims, security interests and encumbrances.

3.17.7 Performance of the Work

- A. The Contractor represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Contractor is a party or by which it is otherwise bound. The Contractor warrants that all items provided under the Contract shall be free from Defect and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Contractor warrants that the Work will meet the functional and performance requirements defined in the Contract.

3.17.8 Safety Representation

- A. The Contractor represents and warrants to the Owner that it has the capacity to train and supervise its employees, Subcontractors and Suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Contractor shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that the Owner is not responsible for training or supervising the Contractor's employees.

SECTION 3.18: TERM & TERMINATION

3.18.1 Term of Contract (Through Work Completion)

- A. The Contract shall be in force through completion of all Work, Final Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

3.18.2 Termination for Convenience

- A. The Owner shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.
- B. In the event of termination for convenience, the Owner will pay the Contractor for all disbursements and expenses that the Contractor has incurred, or those for which it becomes obligated prior to receiving the Owner's notice of termination. Owner will also pay the Contractor costs incurred less the reasonable resale value, of materials or equipment that the Contractor has already ordered, obtained or fabricated in connection with the Contract.
- C. Upon receipt of such notice of termination, the Contractor shall stop the performance of

the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that the Owner may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by the Owner.

- D. The Owner will have no liability to the Contractor for any cause whatsoever arising out of, or in connection with, termination (whether for convenience or default) including, but not limited to, lost profits, lost opportunities, or resulting change in business condition, except as expressly stated within these Contract Documents.

3.18.3 Termination for Default

- A. Owner may give the Contractor written notice to discontinue all Work under the Contract in the event that:
 - 1. The Contractor assigns or subcontracts the Work without prior written permission;
 - 2. Any petition is filed or any proceeding is commenced by or against the Contractor for relief under any bankruptcy or insolvency laws;
 - 3. A receiver is appointed for the Contractor's properties or the Contractor commits any act of insolvency (however evidenced);
 - 4. The Contractor makes an assignment for the benefit of creditors;
 - 5. The Contractor suspends the operation of a substantial portion of its business;
 - 6. The Contractor suspends the whole or any part of the Work to the extent that it impacts the Contractor's ability to meet the Work schedule, or the Contractor abandons the whole or any part of the Work;
 - 7. The Contractor, at any time, violates any of the conditions or provisions of the Contract Documents, or the Contractor fails to perform as specified in the Contract Documents, or the Contractor is not complying with the Contract Documents;
 - 8. The Contractor attempts to willfully impose upon the Owner items or workmanship that are, in the Owner's sole opinion, defective or of unacceptable quality;
 - 9. The Contractor breaches any of the representations or warranties;
 - 10. The Contractor is determined, in the Owner's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to the Owner; or
 - 11. There is any material change in the financial or business condition of the Contractor.
- B. If, within twenty-four (24) hours after service of such notice upon the Contractor, an arrangement satisfactory to the Owner has not been made by the Contractor for continuance of the Work, the Owner may terminate the Contract.

- C. Once a Contractor is declared in default, the surety shall assume the Contractor's place in all respects and shall be paid by the Owner all monies, if any, due the Contractor at the time of such notice to discontinue, or any monies thereafter that may become due the Contractor in accordance with the terms of the Contract.
- D. If the Contractor fails to make arrangements satisfactory to the Owner within ten (10) days after service to the Contractor of a notice to discontinue Work, and in the case where a Payment Bond and a Performance Bond are in effect, the surety has not exercised its option, then without further notice to the Contractor or the surety, the Owner may terminate the Contract and shall have the power to complete the Work herein described as it may determine. In such a case, the Owner shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Contractor for the purpose of this Work.
- E. The Owner will charge the expense of completing the Work to the Contractor and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Contractor. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Contractor shall pay the amount of such excess to the Owner upon notice of the expenses from the Owner. The Owner shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. The Owner will, however, make reasonable efforts to mitigate the excess costs of completing the Work.
- F. The Contract Documents shall in no way limit the Owner's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Contractor shall immediately surrender all Work records to the Owner. In such a case, the Owner may offset any money owed to the Contractor against any liabilities resulting from the Contractor's nonperformance.
- G. The Owner has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Contractor regarding its performance prior to default by Contractor for performance related issues.
- H. The Owner shall have no liability to the Contractor for termination costs arising out of the Contract, or any of the Contractor's subcontracts, as a result of termination for default.

SECTION 3.19: MISCELLANEOUS TERMS & CONDITIONS

3.19.1 Ambiguous Contract Provisions

- A. The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly

known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

3.19.2 Amendments

- A. This Contract may not be altered or amended except in writing, signed by the Owner and the Contractor, or each of their duly authorized representatives.

3.19.3 Governing Law, Venue, and Waiver of Jury Trial

- A. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought exclusively in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

B. WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONTRACTOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

C.

3.19.4 Public Record Laws, Trade Secrets, and Confidentiality, and Other Applicable Laws

- A. Public Records. The parties acknowledge and agree that the City is a public agency subject to Chapter 119, Florida Statutes. To the extent Contractor is a company acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Contractor agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the services under this Agreement.

(2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to

the City all public records in the Contractor’s possession or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services under this Agreement, the Contractor must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

(5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS AT: 863-773-3131.

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

- B. Trade Secrets and Proprietary Confidential Business Information. Documents submitted by Contractor which Contractor contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor’s claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, Contractor must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City’s release of the requested records.
- C. Pursuant to Section 287.133(2)(a), Florida Statutes, Contractor hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in

excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- D. Contractor hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this Paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.
- E. Contractor has a continuous duty, throughout the entire Term of this Agreement, and any renewal, to disclose to the City if the Contractor or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- F. ACKNOWLEDGEMENT OF COMPLIANCE WITH SECTION 255.0993, FLORIDA STATUTES

The Contractor acknowledges to and for the benefit of the Owner that it understands that the products to be installed as a part of this contract must be in compliance with 255.0993, Florida Statutes, Public works projects; United States-produced iron and steel products.

(1) DEFINITIONS.— As used in this section, the term:

(a) “Governmental entity” means the state, or any office, board, bureau, commission, department, branch, division, or institution thereof, or a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, a town, or other municipality; or a department, a commission, an authority, a school district, a taxing district, a water management district, a board, a public corporation, an institution of higher education, or other public agency or body thereof authorized to expend public funds for the construction, maintenance, repair, renovation, remodeling, or improvement of public works.

(b) “Iron or steel product” means any product made primarily of iron or steel, including, but not limited to, lined or unlined pipes and fittings; bars and rods; wire, wire ropes, and link chains; forgings; grating and drainage products; access covers, hatches, manhole

covers, and other castings; hydrants; electric transmission and distribution poles; tanks; flanges; pipe clamps and restraints; valves; structural steel and other steel mill products; materials made primarily of iron and steel within precast concrete; and other construction materials made primarily of iron or steel.

(c) “Manufacturing process” means the application of a process to alter the form or function of materials or elements of a product in a manner that adds value and transforms the materials or elements into a new finished product functionally different from a finished product produced merely from assembling materials or elements into a product without applying such a process.

(d) “Produced in the United States” means that, with respect to iron and steel, all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives.

(e) “Public works project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.

(2) UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT.

(a) Notwithstanding any other law, a governmental entity entering into a contract for a public works project or for the purchase of materials for a public works project must include in the contract a requirement that any iron or steel product permanently incorporated in the project be produced in the United States.

(b) Paragraph (a) does not apply if the governmental entity administering the funds for a public works project or the purchase of materials for a public works project solely determines that any of the following applies:

1. Iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality.
2. The use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent.
3. Complying with paragraph (a) is inconsistent with the public interest.

(c) When steel and iron materials are used in a public works project, paragraph (a) does not prevent a minimal use of foreign steel and iron materials if:

1. Such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
2. The cost of such materials does not exceed one-tenth of 1 percent of the total contract

cost or \$2,500, whichever is greater. For purposes of this subparagraph, the cost of such materials is that shown to be the value of the iron or steel products as they are delivered to the project.

(d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles, are not considered iron or steel products and are exempt from the requirements of paragraph (a).

(3) INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with, and may not be construed to impair, the state’s obligations under any international agreement.

(4) RULEMAKING.—The Department of Management Services shall develop guidelines and procedures by rule to implement this section.

(5) APPLICABILITY.—This section does not apply to contracts procured by the Department of Transportation subject to the Buy America requirements of 23 C.F.R. s. 635.410.

3.19.5 Cumulative Remedies

- A. Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

3.19.6 Entire Agreement

- A. This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.
- B. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contractor shall, upon discovery, inform the Owner in writing of any conflict, error or discrepancy in the Contract Documents. Should the Contractor proceed with the Work prior to written resolution of the error or conflict by the Owner, all Work done is at the sole risk of the Contractor.

3.19.7 Expanded Definitions

- A. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations"

means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

3.19.8 Force Majeure

- A. No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of the Owner to secure approval, validation or sale of bonds; inability of the Owner or the Contractor to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.
- B. In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.
- C. In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

3.19.9 Headings

- A. The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

3.19.10 Language and Measurements

- A. All communication between the Contractor and the Owner, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

3.19.11 Nonwaiver

- A. Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

3.19.12 Publicity and Advertising

- A. The Contractor shall not take any photographs for the purpose of making any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from the Owner. The Owner is governed by the Florida Public Records Laws therefore all Contract Documents are available for public inspection. In addition, the Owner is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

3.19.13 References

- A. Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

3.19.14 Relationship of the Parties

- A. The Contractor agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind the Owner or to assume or create any obligation or responsibility, express or implied, on the Owner's part or in the Owner's name, except as may be authorized by the Owner under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by the Owner under a separate written document.

3.19.15 Severability

- A. In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

3.19.16 Subcontracting or Assigning of Contract

- A. Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.
- B. The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Contractor shall be liable for all acts and omissions of its assignee or its Subcontractor.

3.19.17 Survival

- A. The obligations of the Owner and the Contractor under this Contract that are not, by the express terms of this Contract, fully to be performed during the Term, shall survive the

termination of this Contract for any reason.

3.19.18 Third Party Agreements

- A. Unless otherwise agreed in writing by the Owner, the Owner shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or irrevocable letters of direction with sureties. In the event the Owner agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by the Owner.

3.19.19 Time and Date

- A. Unless otherwise specified, references to time of day or date mean the local time or date in Wauchula, Florida. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for the Owner, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for the Owner.

3.19.20 Waiver of Claims

- A. A delay or omission by the Owner hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by the Owner under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.
- B. The Contractor's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of the Owner's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by the Owner; nor any correction of faulty or defective work by the Owner.

[END OF SECTION]

DIVISION 4: SUPPLEMENTAL CONDITIONS

**There are no Supplemental Conditions
included in the Bid Documents for this Project.**

DIVISION 5: FORMS

SECTION 5.1: FORMS TO SUBMIT WITH BID

The following forms must be completed and included in the Bidder’s response to this Solicitation. This list represents the forms only and does not include all information and items necessary to be responsive to the Bid Solicitation.

- 5.1.1 Bid Form**
- 5.1.2 Bid Security**
- 5.1.3 Bidder’s Qualifications**
- 5.1.4 Bidder’s Statement of Disputes, Litigation, Arbitration, and Surety Completion**
- 5.1.5 Drug-Free Workplace Certificate**
- 5.1.6 Florida Trench Safety Act Acknowledgement**
- 5.1.7 Non-Collusion Affidavit**
- 5.1.8 Public Entity Crimes Statement**
- 5.1.9 Tabulation of Subcontractors and Suppliers**

5.1.1 Bid Form

BIDDER’S COMPANY NAME: _____

PROJECT: City of Wauchula PUBLIC HOGAN STREET EXTENSION IMPROVEMENTS

A. Bid Recipient

- 1. This Bid is submitted to:

City of Wauchula CRA
Attn: Stephanie Camacho, City Clerk
126 South 7th Avenue,
Wauchula, Florida 33873

- 2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bid Documents to perform all Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

B. Bidder’s Acknowledgements

- 1. The Bidder accepts all of the terms and conditions of DIVISION 1: INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of the Bid Security. The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

C. Bidder’s Representations

- 1. In submitting this Bid, the Bidder represents that:
 - a. The Bidder has received from the Issuing Office a complete set of Bid Documents and other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- b. The Bidder has examined and carefully studied the Bid Documents, Addenda, and the other related data identified in the Bidding Documents, and provided the information to Subcontractors and Suppliers who have provided quotations to the Bidder for the Work.
 - c. The Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of

the Work.

- d. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- e. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS.
- f. The Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplemental examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bid Documents to be employed by the Bidder, and safety precautions and programs incident thereto.
- g. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bid Documents
- h. The Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bid Documents.
- i. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- j. The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bid Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.
- k. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- l. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number

for the state of the project is shown on the Bid Form.

D. Bidder’s Certification

1. Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. The Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - ii. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish Bid Prices at artificial non-competitive levels, or (c) to deprive the Owner of the benefits of free and open competition;
 - iii. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid Prices at artificial, non-competitive levels; and
 - iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. Basis of Bid

- 1. The Bidder has reviewed The Construction Drawings; and will complete the Work in accordance with the Contract Documents for the following price(s):

a. BASE BID

BID TAB						
HOGAN STREET EXTENSION BETWEEN US17 SOUTHBOUND AND US17 NORTHBOUND						
No.	Item No.	Pay Item Description	Quan.	Unit	Unit Cost.	Total
1	0101 1	Mobilization	1.00	LS		
2	0102 1	Maintenance of Traffic (allowance)	1.00	LS		
3	0104 18	Inlet Protection System	2.00	EA		
4	0110 1 1	Clearing and Grubbing	0.50	AC		
5	0110 4 10	Removal of Existing Concrete	158.00	SY		
6	0120 1	Mass Earthworks (excavation, embankment, cut and fill, and grading)	1,030.00	CY		
7	0160 4	Type B Stabilization	1,311.00	SY		
8	0285709	Optional Base, Base Group 9	1,022.00	SY		
9	285711	Optional Base, Base Group 11	290.00	SY		
10	0334 1 11	Superpave Asph. Conc., Traffic C (1.5" SP-XX C)	20.00	TN		
11	0337 7 83	Asphalt Concrete Friction Course, Traffic C, (2" FC-12.5, PG 76-22)	120.00	TN		
12	0425 1361	Inlets, Curb, Type P-6, <10'	2.00	EA		
13	0425 1521	Inlets, DT Bot, Type C, <10'	1.00	EA		
14	0430175112	Pipe Culvert, Optional Material, Round, 12"S/CD	42.00	LF		
15	0430175118	Pipe Culvert, Optional Material, Round, 18"S/CD	27.00	LF		
16	0430175218	Pipe Culvert, Optional Material, Other Elip/Arch, 18"S/CD	72.00	LF		
17	0430984121	Mitered End Section, Optional Round, 12" SD	1.00	EA		
18	0430984125	Mitered End Section, Optional Round, 18" CD	1.00	EA		
19	0430984625	Mitered End Section, Optional, Elliptical/Arch, 18" SD	2.00	EA		
20	0520 1 10	Concrete Curb & Gutter, TYPE F	747.00	LF		
21	0522 1	Concrete Sidewalk, 4"	280.00	SY		
22	0524 1 2	Concrete Ditch Pavement, Non-Reinforced, 4"	18.00	SY		
23	0527 2	Detectable Warning	54.00	SF		
24	0570 1 2	Performance Turf, Sod	1,099.00	SY		

25	0700 1111	Single Column Ground Sign Assembly, F&I Ground Mount, Less Than 12 SF	9.00	EA		
26	0700 3101	Sign Panel, Furnish & Install, Ground Mount, Up To 12 SF	4.00	EA		
27	0706 1 3	Raised Pavement Marker, Type B	100.00	EA		
28	0711 11123	Thermoplastic, Standard, White, Solid, 12" for Crosswalk and Roundabout	125.00	LF		
29	0711 11125	Thermoplastic, Standard, White, Solid, 24" for Stopline and Crosswalk	107.00	LF		
30	0711 11170	Thermoplastic, Standard, White, Arrow	2.00	EA		
31	0711 14170	Thermoplastic, Preformed, White, Arrow	6.00	EA		
32	0711 16201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	842.00	LF		
Total Base Bid				GRAND TOTAL=		

TOTAL BASE BID:

_____ (\$ _____)
(words) (numerals)

The Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

F. Time of Completion

1. The Bidder agrees that the Work will be substantially complete within **240** calendar days after the issuance of the Notice to Proceed, and will be finally complete and ready for final payment in accordance with the Contract Documents within **360** calendar days after the date when the Contract Time commences to run. The Contract Time will be extended **15** calendar days for each Additive Alternative accepted by the Owner.
2. The Bidder accepts the provisions of the Agreement as to liquidated damages.

G. Attachments to This Bid

1. The following documents are submitted with and made a part of this Bid:
 - a. DIVISION 5: FORMS – Bid Form
 - d. DIVISION 5: FORMS – Bid Security
 - c. DIVISION 5: FORMS – Bidder’s Qualifications
 - d. DIVISION 5: FORMS – Bidder’s Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years
 - e. DIVISION 5: FORMS – Drug-Free Workplace Certificate
 - f. DIVISION 5: FORMS – Florida Trench Safety Act Acknowledgement
 - g. DIVISION 5: FORMS – Non-Collusion Affidavit
 - h. DIVISION 5: FORMS – Public Entity Crimes Statement
 - i. DIVISION 5: FORMS – Tabulation of Subcontractors and Suppliers
 - j. Evidence of authority to do business in the State of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

Contractor’s License No.: _____.

H. Defined Terms

1. The terms used in this Bid with initial capital letters have the meanings stated in DIVISION 1: INSTRUCTIONS TO BIDDERS.

I. Bid Submittal

1. This Bid is submitted by: If

Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____ (SEAL)
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

State Contract License No. _____

A Corporation

Corporation Name: _____
_____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(Corporate Seal)

Attest _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Florida is ____/____/____.

State Contractor License No. _____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____ E-

mail _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____.

5.1.2 Bid Security Form

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

- A. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
- B. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.
- C. This obligation shall be null and void if:
 - i. The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or
 - ii. All Bids are rejected by the Owner, or
 - iii. The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by Surety when required by Paragraph E hereof).
- D. Payment under this Bond will be due and payable upon default by the Bidder and within 30 calendar days after receipt by the Bidder and the Surety of written notice of default from the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- E. The Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid Due Date without the Surety's written consent.
- F. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph D above is received by the Bidder and the Surety and in no case later than one year after the Bid Due Date.
- G. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- H. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- I. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

- J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

- K. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

5.1.3 Bidder’s Qualifications

The Bidder warrants the truth and accuracy of all statements and answers herein contained.
(Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

- A. LICENSE # and COMPANY’S NAME: _____
- B. CO. PHYSICAL ADDRESS: _____
- C. TELEPHONE NUMBER: (_____) _____ D. FAX: (_____) _____
- E. Bidding as an; individual: _____; a partnership: _____; a corporation: _____; a joint venture: _____.
- F. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and addresses of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:

- G. Your organization has been in business (under this firm’s name) as a _____
_____ for how many years? _____
- H. Describe and give the date and owner of the last three government projects you’ve completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:

- I. Have you ever been awarded additional time to complete work awarded to you during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

- J. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

K. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?

L. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:

M. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phonenumber:

N. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing underground facilities?

O. What specific physical conditions, including but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?

P. Will you subcontract any part of this Work? If so, describe which major portion(s):

Q. If any, list (with contract amount) MBE/WBE's to be utilized:

R. What equipment do you own to accomplish this Work?

S. What equipment will you purchase/rent for the Work? (specify which)

T. List the following in connection with the Surety which is providing the Bond(s):

Surety's Name: _____

Surety's Address: _____

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: () _____

5.1.4 Bidder’s Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years

Project	Name and Address of Owner or Engineer	Name and Phone Number of Owner or Engineer Representative	Date of Contract	Amount	Status

5.1.6 Certificate of Compliance with the Florida Trench Safety Act

The Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). The Bidder further acknowledges that included in the various items of the Proposal and in the Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Extended Cost	Unit Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Total:

Failure to complete the above may result in the Bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Proposal Form.

By: _____

Bidder: _____

Date: _____

Authorized Signature: _____

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ or Produced Identification _____

Specify Type of Identification

Signature of Notary

My Commission Expires: _____

5.1.7 Non-Collusion Affidavit of Prime Bidder

State of _____

County of _____

_____, being first duly sworn, deposes and says that:
Name

1. He/She is _____ of _____, the
Title Company
Bidder that has submitted the attached bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of his/her officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or if any other Bidder; not has fixed any overhead, profit or cost element of the Bid Price, or the Bid Price of any other Bidder; not has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Wauchula, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

Title

Subscribed and sworn to before me this _____ day of _____, 20_____

Signature

Title

My commission expires _____

5.1.8 Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Wauchula, Florida by

(print individual's name and title)

for _____

(print name of entity submitting sworn statement)

whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or stated trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies).

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced Identification _____

Notary Public-State of _____

(Type of Identification)

My commission expires _____

(Printed, Typed or Stamped
Commissioned Name of Notary Public)

5.1.9 Tabulation of Subcontractors and Suppliers

The Undersigned states that the following is a full and complete list of the proposed Subcontractors and Suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

SUBCONTRACTOR OR SUPPLIER AND ADDRESS	MBE/WBE STATUS	CLASS OF WORK OR MATERIAL
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____
4. _____ _____	_____	_____
5. _____ _____	_____	_____
6. _____ _____	_____	_____
7. _____ _____	_____	_____
8. _____ _____	_____	_____

BIDDER: _____
 By: _____
 Name: _____
 Title: _____
 Date: _____

SECTION 5.2: FORMS FOR CONVENIENCE

The following forms are included for convenience in the Bid Documents. The Owner may require additional forms during the performance of the Work:

- 5.2.1 Certificate of Final Completion Form**
- 5.2.2 Certification of Substantial Completion Form**
- 5.2.3 Change Order Form**
- 5.2.4 Contractor’s Application for Payment Form**
- 5.2.5 Field Order Form**
- 5.2.6 Notice of Award Form**
- 5.2.7 Notice to Proceed Form**
- 5.2.8 Payment Bond Form**
- 5.2.9 Performance Bond Form**
- 5.2.10 Work Change Directive Form**

5.2.3 Change Order Form

Date of Issuance: _____ Effective Date: _____ No. _____

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:
 \$ _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

Substantial completion (days): _____
 Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

RECOMMENDED:
 By: _____
 Engineer (Authorized Signature)
 Date: _____
 Approved by Funding Agency (if applicable): _____

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: _____
 Contractor (Authorized Signature)
 Date: _____
 Date: _____

5.2.4 Contractor’s Application for Payment

Application for Payment No.:

	Application Period:	Application Date:
To (Owner): City of Wauchula	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- 1. ORIGINAL CONTRACT PRICE\$ _____
- 2. Net change by Change Orders\$ _____
- 3. CURRENT CONTRACT PRICE (Line 1 ± 2)\$ _____
- 4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)\$ _____
- 5. RETAINAGE:
 - a. _____% x \$ _____ Work Completed.....\$ _____
 - b. _____% x \$ _____ Stored Material\$ _____
 - c. Total Retainage (Line 5a + Line 5b)\$ _____
- 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)\$ _____
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)\$ _____
- 8. AMOUNT DUE THIS APPLICATION.....\$ _____
- 9. BALANCE TO FINISH, PLUSRETAINAGE
(Column G on Progress Estimate + Line 5 above)\$ _____

CONTRACTOR’S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor’s legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:
-----	-------

Payment of:	\$ _____	_____
		(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$ _____	_____
		(Line 8 or other - attach explanation of other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)

Progress Estimate

Contractor's Application

For (contract):				Application Number:				
Application Period:				Application Date:				
A		B	Work Completed		E	F		G
Item	Description	Scheduled Value	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
Specification Section No.			From Previous Application (C + D)	This Period				
Totals								

5.2.5 Field Order Form

No. _____

Date of Issuance:

Effective Date:

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ (Specification Section(s)) _____ (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:	Date:
Receipt Acknowledged by (Contractor):	Date:

Copy to Owner

5.2.6 Notice of Award

Dated _____

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is _____ Dollars (\$ _____)

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds].
3. Deliver to the Owner the required Certificates of Insurance.
4. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

 City of Wauchula
 Owner

By: _____
 Authorized Signature

 Title

Copy to Engineer

EJCDC No. C-510 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorse by the Associated General Contractors of America and the Construction Specifications Institute

5.2.7 Notice to Proceed

Dated _____

Project:	Owner: City of Wauchula	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:
Contractor:		
Contractor's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. The date of Substantial completion is _____ and the date of Final Completion is _____ [(or) the number of days to achieve Substantial Completion is _____ and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

Contractor

Owner

Received by: _____

Given By: _____
Authorized Signature

Title

Title

Date

Date

Copy to Engineer

5.2.8 Payment Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL SURETY

Company:

Signature: _____ (Seal)

Name and Title:

_____ (Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or Other Party*):

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

5.2.9 Performance Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)

_____(Seal) Contractor's Name and Corporate Seal
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

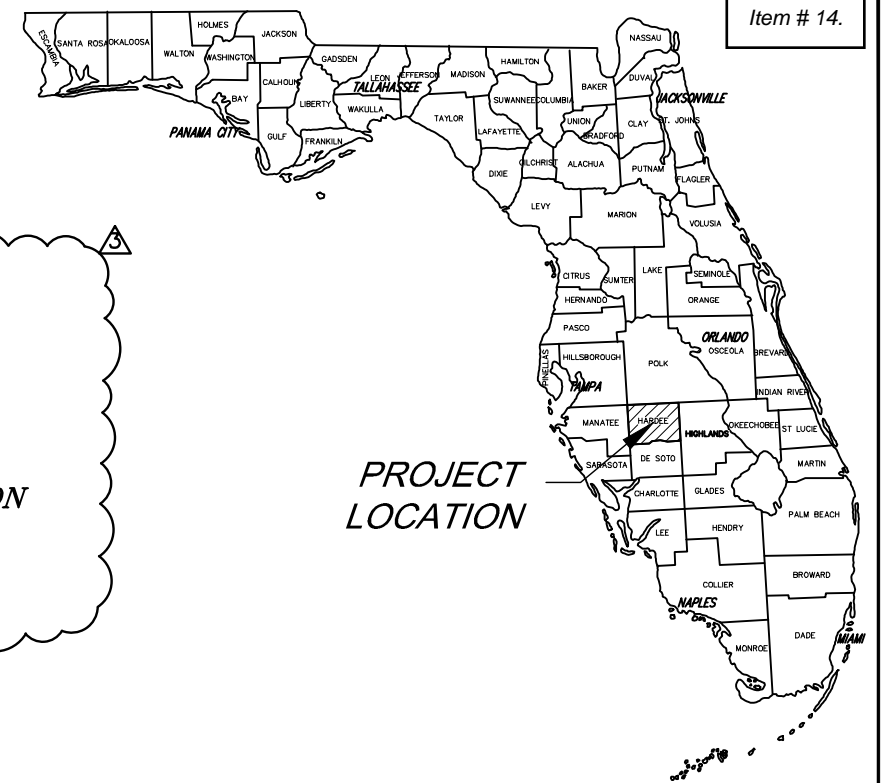
1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default;
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.;and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor’s Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
- 6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
 - 7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
 - 8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 - 9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
 - 10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 - 11. Definitions.
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner’s Representative (*Engineer or Other Party*):

FDOT CONSTRUCTION PLANS FOR HOGAN STREET EXTENSION IMPROVEMENTS

CONSTRUCTION AGREEMENT#: 2025-C-191-00001
U.S. ROUTE #: US-17
STATE ROAD #: S.R. 35
LOCAL ROAD: 6TH AVE. AND 5TH AVE.
ROADWAY IDENTIFICATION #: 06010101 AND 06010102
POSTED SPEED LIMIT: 45 MPH
LOCATION: 0.60 MILES SOUTH OF THE MAIN STREET AND US17 SB INTERSECTION
ROADWAY MILE POST: SOUTHBOUND: 13.037
NORTHBOUND 13.032
ENGINEER OF RECORD: MARK S DAVIES P.E.



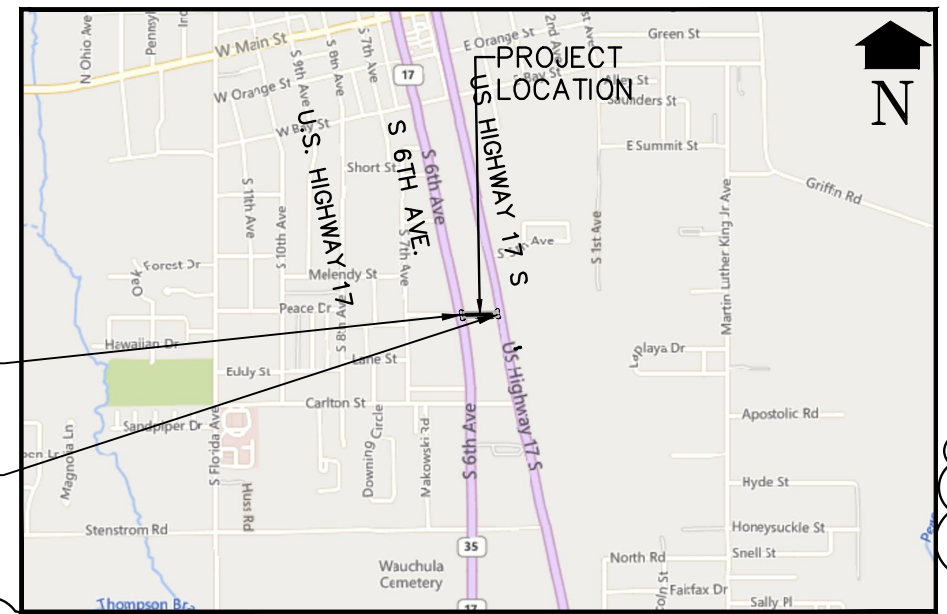
PROJECT TEAM:

DEVELOPER:
CITY OF WAUCHULA
107 E. MAIN STREET
WAUCHULA, FLORIDA 33873

SURVEYOR:
SURVTECH SOLUTIONS, INC.
10220 US 92 EAST
TAMPA, FLORIDA 33610
PHONE: (813) 621-4929
FAX: (813) 621-7194

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC
109 SOUTH KENTUCKY AVENUE
LAKELAND, FL 33801
TEL: (863) 701-8702
mark.davies@kimley-horn.com

GEOTECHNICAL ENGINEER:
IMPERIAL TESTING AND ENGINEERING, INC.
3905 KIDRON RD, LAKELAND, FL 33811
PHONE: (863) 647-2877
FAX: (863) 647-1770



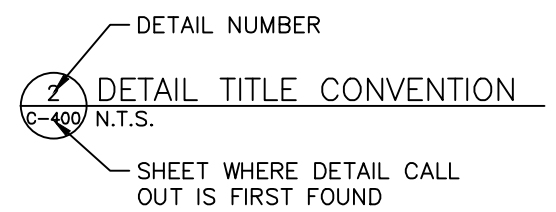
BEGIN CONSTRUCTION
@ HOGAN STREET
STA: 1+48.32

END CONSTRUCTION
@ HOGAN STREET
STA: 5+25.58

VICINITY MAP

N.T.S.

POSTED SPEED : 45 MPH



GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <https://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website:
<https://www.fdot.gov/programmanagement/Implemented/SpecsBooks>

Sheet List Table	
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C-400	DEMOLITION – EROSION AND SEDIMENTATION CONTROL PLAN
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C-801	TYPICAL SECTION AND DETAILS
C-802	TEMPORARY TRAFFIC CONTROL PLAN
C-803	SELECT FDOT INDICES
C-804	SELECT FDOT INDICES



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No.	REVISIONS	DATE	BY
1	PER FDOT COMMENTS	01/29/26	MSD
2	PER FDOT COMMENTS	11/25/25	MSD

Kimley»Horn

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109 S. KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM
REGISTRY NO. 35106

KHA PROJECT 046292037
DATE SEPT 2025
SCALE AS SHOWN
DESIGNED BY MSD
DRAWN BY KM
CHECKED BY

**HOGAN STREET EXTENSION
IMPROVEMENTS**
 PREPARED FOR
CITY OF WAUCHULA
 CITY OF WAUCHULA FLORIDA

01/18/2023

COVER SHEET

SHEET NUMBER
C-100
382

Plotted By: D:\Projects\Mark, April 01, 2016 09:13:57am, K:\ok_civil\046292037 - Hogan Street Extension\CAD\plansheets\C-200 GENERAL NOTES.dwg
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1. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE APPROXIMATE AND BASED ON INFORMATION FURNISHED TO THE ENGINEER BY THE UTILITY OWNER(S) AND ARE SHOWN AS NOTICE TO THE CONTRACTOR THAT UNDERGROUND UTILITIES EXIST. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY OWNER(S) FOR LOCATION AND STAKING OF UNDERGROUND FACILITIES BEFORE EXCAVATING.
2. ALL STATIONS AND OFFSETS ARE FROM B/L CONSTRUCTION, UNLESS OTHERWISE NOTED.
3. ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION BEFORE COMMENCING CONSTRUCTION WORK, UNLESS SPECIFICALLY EXEMPTED BY THE PLANS. COST TO BE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION TO BE ALLOWED.
4. ALL SURVEY CORNERS INDICATED ON THE PLANS SHALL BE REFERENCED AND CERTIFIED BY A REGISTERED PROFESSIONAL LAND SURVEYOR PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL CORNERS DESTROYED OR OBLITERATED BY CONSTRUCTION SHALL BE RESET AND SO CERTIFIED BY A LAND SURVEYOR PRIOR TO COMPLETION OF THE PROJECT. CERTIFIED SKETCHES OF RESET CORNERS SHALL BE SUBMITTED TO: KIMLEY-HORN AND ASSOCIATES.
5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED, THE CONTRACTOR SHOULD NOTIFY THE COUNTY LOCATION SURVEYOR WITHOUT DELAY BY TELEPHONE.
6. GRADES SHOWN ARE FINISHED GRADES.
7. ALL CURB RADII ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. ALL CONCRETE PIPE TO BE CLASS III, WALL B, UNLESS OTHERWISE NOTED.
9. FLORIDA STATUTE 553.851 (1978) REQUIRES THAT BEFORE EXCAVATION, NOTICE BE GIVEN TO THE UTILITY OWNER A MINIMUM OF TWO (2) DAYS AND A MAXIMUM OF FIVE (5) DAYS, EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE SUNSHINE STATE ONE-CALL 1-800-432-4770 OR 811.
10. AT LOCATIONS WHERE PIPES AND DRAINAGE STRUCTURES ARE TO BE CONSTRUCTED OR REMOVED UNDER THE EXISTING PAVEMENT, THE REPLACEMENT OF EMBANKMENT, BASE, ASPHALT, ETC. NECESSARY FOR EXCAVATION IS TO BE INCLUDED IN THE COST OF PIPE.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH AND CONFORM TO THE MOST STRINGENT REQUIREMENTS OF THE PROJECT SPECIFICATIONS: THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND SUPPLEMENTS THERETO, AND HILLSBOROUGH COUNTY ROAD CONSTRUCTION SPECIFICATIONS.
12. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL.
13. EROSION CONTROL MEASURES SHALL BE UTILIZED BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT EROSION AND SEDIMENT CONTROL MANUAL
14. THE DISPOSAL OF EXCESS EARTHWORK MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
15. ALL EXISTING TREES WITHIN THE RIGHT-OF-WAY ARE TO BE REMOVED AS CLEARING AND GRUBBING UNLESS OTHERWISE DIRECTED.
16. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND SURVEYS BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WITH PROJECT CONSTRUCTION. PRIOR TO ORDERING DRAINAGE STRUCTURES, THE CONTRACTOR SHALL DETERMINE IF DRAINAGE/UTILITY CONFLICTS EXIST. INFORMATION ON CONFLICTS IS TO BE SUBMITTED TO THE ENGINEER AS SOON AS POSSIBLE AFTER DISCOVERY FOR RESOLUTION.
17. ALL INLET/MANHOLE - PIPE JOINTS SHALL BE FILLED WITH NON-SHRINK GROUT, COVERED WITH AN ASPHALTIC MASTIC COATING, AND WRAPPED WITH A FILTER FABRIC MATERIAL.
18. ALL DITCH BOTTOM INLETS AND MANHOLES SHALL HAVE TRAFFIC BEARING FRAMES AND COVERS OR GRATES MEETING HS-20 LOADING REQUIREMENTS.
19. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A SET OF FIELD NOTES VERIFYING THE BENCHMARK ELEVATIONS AND THE REFERENCE POINT TIES SHOWN ON THE TITLE SHEET AND PLAN AND PROFILE SHEETS, AND/OR A SET OF FIELD NOTES FOR ALL ADDITIONAL BENCHMARK AND REFERENCE POINT TIES PROPOSED TO BE USED IN CONSTRUCTING THE PROJECT WITH THEIR LOCATION, DESCRIPTION AND SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA.
20. IF LANE CLOSURES ARE REQUIRED, CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE, LEAVING THE OPPOSITE LANE OPEN TO TRAFFIC AT ALL TIMES. BOTH LANES SHALL BE OPEN TO TRAFFIC DURING NON-WORKING HOURS. FOR GENERAL TRAFFIC CONTROL, ZONE REQUIREMENTS AND ADDITIONAL INFORMATION, PLEASE REFER TO FDOT STANDARD PLANS INDEX NO. 102-600.
21. ALL SIGNING AND STRIPING WITHIN THE FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 711-001.
22. ALL PAVEMENT MARKINGS WITHIN FDOT RIGHT-OF-WAY SHALL BE THERMOPLASTIC.
23. ALL EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED MARKINGS SHALL BE REMOVED BY AN FDOT ACCEPTABLE METHOD.
24. ALL RPM PLACEMENT WITHIN THE FDOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 706-001.
25. THE FINISHED ROADWAY SECTION SHALL BE SMOOTH AND SET TO DRAIN.
26. THE EXACT LOCATIONS OF PROPOSED SWALES, BACK SLOPE LINES AND LIMITS OF CONSTRUCTION WILL BE IN ACCORDANCE WITH THE PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
27. ANY DEWATERING SHALL BE INCLUDED IN THE CONTRACTORS BID.

28. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED. ADJUSTMENTS INCLUDED IN CONTRACTORS BID.
29. THE CONTRACTOR WILL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN EXISTED PRIOR TO CONSTRUCTION. ALL DISTURBED AREAS IN THE FDOT RIGHT-OF-WAY WILL BE SODDED.
30. ITEMS IN CONFLICT WITH DESIGN SUCH AS EXISTING CURBS AND GUTTERS, SIDEWALKS, DRAINAGE STRUCTURES, PAVEMENT AND BASE AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT THE CONTRACTOR'S EXPENSE UNLESS THE ITEMS ARE TO BE REUSED ON THE PROJECT.
31. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE, AT A MINIMUM, IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX NUMBERS 102-600, 102-611, 102-612, 102-613, 102-616, 102-660, 102-670 AND THESE DOCUMENTS; THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. DEPARTMENT OF TRANSPORTATION, FHWA), SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS. PEDESTRIAN AND VEHICULAR TRAFFIC SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
32. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY; THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.
33. THE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR UTILITIES SO THAT COMPANY REPRESENTATIVE CAN BE PRESENT.
34. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
35. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES TO REMAIN IN PLACE.
36. DRIVEWAYS THAT ARE DISTURBED ARE TO BE RECONSTRUCTED TO THEIR ORIGINAL OR BETTER CONDITIONS, UNLESS OTHERWISE STATED ON PLANS.
37. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT APPROVAL FROM THE OWNER.
38. ALL CONTRACTORS AND/OR PERMITTEES WHO CONTRACT THE APPLICATION OF FERTILIZER SHALL ENSURE THEY ARE LICENSED COMMERCIAL APPLICATORS WHO HAVE BEEN TRAINED THROUGH THE GREEN INDUSTRY BMP PROGRAM, AND HAVE OBTAINED A LIMITED CERTIFICATION FOR URBAN LANDSCAPE COMMERCIAL FERTILIZER APPLICATION UNDER SECTION 482-1562, FS. WITH A CURRENT COPY OF THE LICENSE ON FILE.

Item # 14.

UTILITY COMPANY CONTACTS

COMPANY	CONTACT PERSON	PHONE NUMBER
TECO PEOPLES GAS		877-832-6747
CITY OF WAUCHULA (WATER, SEWER, ELECTRIC)		863-773-3131
FRONTIER	USIC DISPATCH	800-778-9140
CHARTER COMMUNICATIONS	USIC DISPATCH	800-778-9140

UTILITY COMPANIES LISTED ARE KNOWN UTILITIES ONLY. CONTRACTOR SHALL VERIFY ALL UTILITIES LOCATED WITHIN PROJECT AREA.

ANY UTILITY RELOCATES SHALL BE COORDINATED WITH THE UTILITY OWNER. CONTRACTOR TO ENSURE COORDINATION AS NOTED.

CALL 2 BUSINESS DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811
Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
109 S. KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM
REGISTRY NO. 35106

KHA PROJECT
046292037

DATE
SEPT 2025

SCALE AS SHOWN

DESIGNED BY MSD

DRAWN BY KM

CHECKED BY

**HOGAN STREET EXTENSION
IMPROVEMENTS**

PREPARED FOR
CITY OF WAUCHULA

CITY OF WAUCHULA FLORIDA

GENERAL NOTES

SHEET NUMBER

C-200

383

Plotted By: D:\Projects\Mark, April 01, 2026 09:14:00am K:\lok_civil\046292037 - Hogan Street Extension\CAD\plansets\C-200 GENERAL NOTES.dwg
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FDOT GENERAL NOTES

1. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). REFERENCE BENCHMARK IS HILLSBOROUGH COUNTY BENCHMARK - VB-528, HILLS. CO. SURVEY DEPT. FDOT DISK IN A HEADWALL, PUBLISHED ELEVATION = 105.22'.
2. THE BEARING STRUCTURE FOR THIS SURVEY IS BASED ON A NAD 1983 FLORIDA STATE PLANE WEST ZONE, BEARING OF S 12°09'41" E FOR THE EASTERLY RIGHT-OF-WAY BOUNDARY OF 6TH AVENUE SOUTH.
3. THE HORIZONTAL DATUM UTILIZED FOR THIS PROJECT IS NAD 1983 FLORIDA WEST ZONE, 2011 ADJUSTMENT, U.S. SURVEY FEET. SAID DATUM WAS ESTABLISHED BY UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
4. THE VERTICAL DATUM UTILIZED FOR THIS PROJECT IS NAVD 1988, U.S. SURVEY FEET. THE BENCHMARK UTILIZED WAS NATIONAL GEODETIC SURVEY (NGS) CONTROL STATION "L 703" WITH AN ELEVATION OF 74.79 FEET.
5. APPROXIMATE LOCATION OF KNOWN UTILITIES TAKEN FROM SUNSHINE 811 RESPONSES, AND PROVIDER INFORMATION.
6. ALL WORK INSIDE FDOT RIGHT-OF-WAY SHALL BE REFERENCED UNDER THESE NOTES.
7. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE MOST CURRENT VERSION OF THE FDOT DESIGN MANUAL (FDM) AND ARE GOVERNED BY THE MOST CURRENT VERSION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE MOST CURRENT VERSION OF THE FDOT STANDARD PLANS.
8. AT THE END OF EACH DAY, THE RIGHT OF WAY (INCLUDING ALL TRAVEL LANES) SHALL BE RESTORED FOR SAFE VEHICULAR TRAFFIC. NO DROP-OFF CONDITIONS ARE ALLOWED TO REMAIN. NO MATERIALS, EQUIPMENT, ETC. SHALL BE STORED WITHIN THE RIGHT OF WAY WHILE THE WORK ZONE IS INACTIVE.
9. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO DETERMINE AND COMPLY WITH ALL APPLICABLE COUNTY AND MUNICIPAL ORDINANCES THAT ARE MORE STRINGENT THAN THE DEPARTMENT'S REQUIREMENTS.
10. THE PERMITTEE SHALL NOT DURING OR AFTER CONSTRUCTION INTRODUCE ANY FORM OF UNPERMITTED STORM WATER DISCHARGE INTO THE DEPARTMENT'S RIGHT OF WAY OR EASEMENTS.
11. ALL WORK INSIDE FDOT RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE MOST CURRENT VERSION OF FDOT DESIGN MANUAL AND STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.
12. ALL AREAS IN THE F.D.O.T. RIGHT-OF-WAY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED, COMPACTED, SODDED AND WATERED IN CONFORMANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND STANDARD PLANS 570-000 SERIES. RESTORATION MUST BE COMPLETE WITHIN 72 HOURS OF COMPLETION OF THE PROJECT.
13. LANE CLOSURES ARE AT THE DISCRETION OF THE DEPARTMENT AND MUST BE PRE-APPROVED. LANE CLOSURES MUST BE IN ACCORDANCE WITH THE LOCATION SPECIFIC RESTRICTIONS ON THE MASTER LANE CLOSURE LIST. CONTACT THE FDOT PERMIT OFFICE OR THE FDOT INSPECTOR FOR DETAILS.
14. ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY MUST BE THERMOPLASTIC STRIPING AND MUST BE PLACED 30 DAYS AFTER FRICTION COURSE ASPHALT PAVEMENT.
15. ALL PROPOSED TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE F.D.O.T. STANDARD PLANS SERIES 700-101, 706-001, 711-001, 711-002. THE PROPERTY OWNER MUST MAINTAIN THE DRIVEWAY TRAFFIC SIGNS AND MARKINGS.
16. THE F.D.O.T. REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY OR CONTRACTOR EMPLOYEE(S) INSTALLING AND/OR MAINTAINING THE APPROVED MAINTENANCE OF TRAFFIC PLAN. DOCUMENTATION IS TO BE FURNISHED TO THE DEPARTMENT AT THE PRE-CONSTRUCTION MEETING OR BEFORE OCCUPYING STATE RIGHT-OF-WAY.
17. ALL MAINTENANCE OF TRAFFIC WITHIN FDOT RIGHT OF WAY MUST CONFORM TO THE MOST CURRENT VERSION OF FDOT STANDARD PLANS 102-000 SERIES.
18. IN ACCORDANCE TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2020 EDITION SECTION 102-7, A TRAFFIC CONTROL OFFICER IS REQUIRED WHEN PERFORMING LANE CLOSURES DURING NIGHTTIME OPERATIONS ON ROADWAYS WITH POSTED SPEEDS OF 55MPH OR GREATER.
19. PAVEMENT DROP OFFS SHALL NOT LAST OVER 24 HOURS, UNLESS MITIGATED WITH FILL MATERIAL USED TO CONSTRUCT A TEMPORARY 1:4 COMPACTED SLOPE ADJACENT TO THE OPERATIONAL TRAVEL LANE AS SHOWN ON STANDARD 102-600 SHEET 9 OF 12, AT THE END OF EACH DAY.
20. REFLECTIVE PAVEMENT MARKERS PLACEMENT WILL BE IN COMPLIANCE WITH STANDARD PLANS INDEX 706-001
21. THE PERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING FINAL CERTIFICATION FROM A PROFESSIONAL ENGINEER THAT ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY HAS BEEN CONSTRUCTED ACCORDING TO THE MOST CURRENT VERSION OF FDOT DESIGN MANUAL AND STANDARD PLANS. TWO SETS OF 11"X 17" AS-BUILT PLANS, RECORD DRAWING REPORTS, ENGINEER'S CERTIFICATION, DELIVERY TICKETS OF ALL MATERIALS USED INSIDE FDOT RIGHT OF WAY AND ANY TESTING RESULTS WILL BE REQUIRED FOR THE FINAL ACCEPTANCE OF THIS PERMIT.
22. THE CONTRACTOR MUST PROVIDE PROOF OF COVERAGE UNDER A LIABILITY INSURANCE POLICY IN ACCORDANCE WITH FLORIDA ADMINISTRATIVE CODE 14-96.007(5) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION WITHIN THE DEPARTMENT'S RIGHT OF WAY. THE PERMIT NUMBER AND PERMIT NAME SHALL BE SHOWN ON THE CERTIFICATE OF LIABILITY INSURANCE POLICY.
23. THE PERMITTEE SHALL BE RESPONSIBLE FOR RESOLVING ANY UTILITY CONFLICTS BEFORE CONSTRUCTION BEGINS. ALL CONFLICTING UTILITIES MUST BE ADJUSTED AT THE PERMITTEE'S EXPENSE. A SEPARATE UTILITY PERMIT MUST BE OBTAINED FOR UTILITY WORK WITHIN THE DEPARTMENT'S RIGHT-OF-WAY.
24. AN ON-SITE PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO ANY CONSTRUCTION BEING PERFORMED WITHIN THE FDOT RIGHT-OF-WAY. PLEASE CONTACT THE LOCAL FDOT PERMIT OFFICE TO COORDINATE THE PRE-CONSTRUCTION MEETING AND ALL INSPECTIONS.
25. ALL CONTRACTORS AND/OR PERMITTEE'S WHO CONTRACT THE APPLICATION OF FERTILIZER SHALL ENSURE THEY ARE LICENSED COMMERCIAL APPLICATORS WHO HAVE BEEN TRAINED THROUGH THE GREEN INDUSTRY BMP PROGRAM, AND HAVE OBTAINED A LIMITED CERTIFICATION FOR URBAN LANDSCAPE COMMERCIAL FERTILIZER APPLICATION UNDER SECTION 482-1562, FS. WITH A CURRENT COPY OF THE LICENSE ON FILE.
26. THE PERMITTEE OR CONTRACTOR IS REQUIRED TO CONTACT THE LOCAL FDOT PERMIT OFFICE AT LEAST 48 HOURS PRIOR TO WORKING WITHIN THE FDOT'S RIGHT OF WAY. A VERIFICATION NUMBER WILL BE ISSUED TO AUTHORIZE COMMENCEMENT OF CONSTRUCTION WITHIN THE FDOT'S RIGHT OF WAY.

27. THE DEPARTMENT WILL NOT RELEASE OUR HOLD THE CERTIFICATE OF OCCUPANCY UNTIL AFTER ALL WORK HAS COMPLETED AND APPROVED.
28. THE FDOT IS NOT RESPONSIBLE FOR DESIGN AND/OR PLAN ERRORS. ALL CONSTRUCTION IN FDOT RIGHT OF WAY SHALL BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
29. THE PERMITTEE SHALL SECURE THE SERVICES OF A QUALIFIED CONSULTANT TO PERFORM CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR ALL WORK THAT HAS BEEN DONE ON THE FDOT RIGHT OF WAY IN ACCORDANCE WITH THE DEPARTMENT'S STANDARDS, SPECIFICATIONS, PERMIT REQUIREMENTS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES, AND REGULATIONS
30. SOD ALL DISTURBED AREAS WITHIN THE FDOT RIGHT-OF-WAY.
31. IT IS THE CONTRACTOR OR PERMITTEE'S RESPONSIBILITY TO MAINTAIN THE RIGHT-OF-WAY FOR THE DURATION OF THE PROJECT. THIS INCLUDES PICKING UP LITTER, MOWING, TREE TRIMMING, AND KEEPING THE ROADWAY CLEAN AND FREE OF DEBRIS (FDOT WILL NOT ENTER AN ACTIVE PROJECT TO HELP MINIMIZE THE CHANCE OF CONFLICTS).
32. FOR WORK WITHIN FDOT RIGHT-OF-WAY, THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN PREPARED UNDER THE DIRECTION OF, AND SIGNED AND SEALED BY, A LICENSED FLORIDA PROFESSIONAL ENGINEER WHO IS EXPERIENCED IN PREPARING TRAFFIC CONTROL PLANS AND WHO IS CERTIFIED PER FDOT PROCEDURE, TOPIC NO. 625-010-010
33. FOR WORK WITHIN FDOT RIGHT-OF-WAY, THE FDOT REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY, OR CONTRACTOR EMPLOYEE(S) DESIGNING, INSTALLING, AND/OR MAINTAINING THE APPROVED MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH DEPARTMENT PROCEDURE, TOPIC NO. 625-010-010
34. ALL TEMPORARY TRAFFIC CONTROL DEVICES FOR THE FOLLOWING FACILITIES SHALL BE DESIGNED AND INSTALLED TO MEET THE EXISTING POSTED SPEEDS AS STATED FOR ALL TRAFFIC CONTROL PHASES: (SR 52-55 MPH).
35. THE CONTRACTORS SHALL NOTIFY THE DEPARTMENT A MINIMUM 14 DAYS IN ADVANCE OF ANY LANE CLOSURES WITH LANE CLOSURE ANALYSIS IN ACCORDANCE WITH THE FLORIDA DESIGN MANUAL (FDM) SECTION 241.

Item # 14.

Benchmark Information: NAVD 1988

TBM #1
 Elevation = 107.54
 Set nail & disk labeled "SurvTech Trav. Pt" in asphalt pavement; ±26 feet Southeast of a sign; ±19 feet Northeast of a water valve.

TBM #2
 Elevation = 104.60
 Set nail & disk labeled "SurvTech Trav. Pt" in concrete sidewalk; ±13 feet Northwest of a water valve; ±21 feet South of a second water valve.



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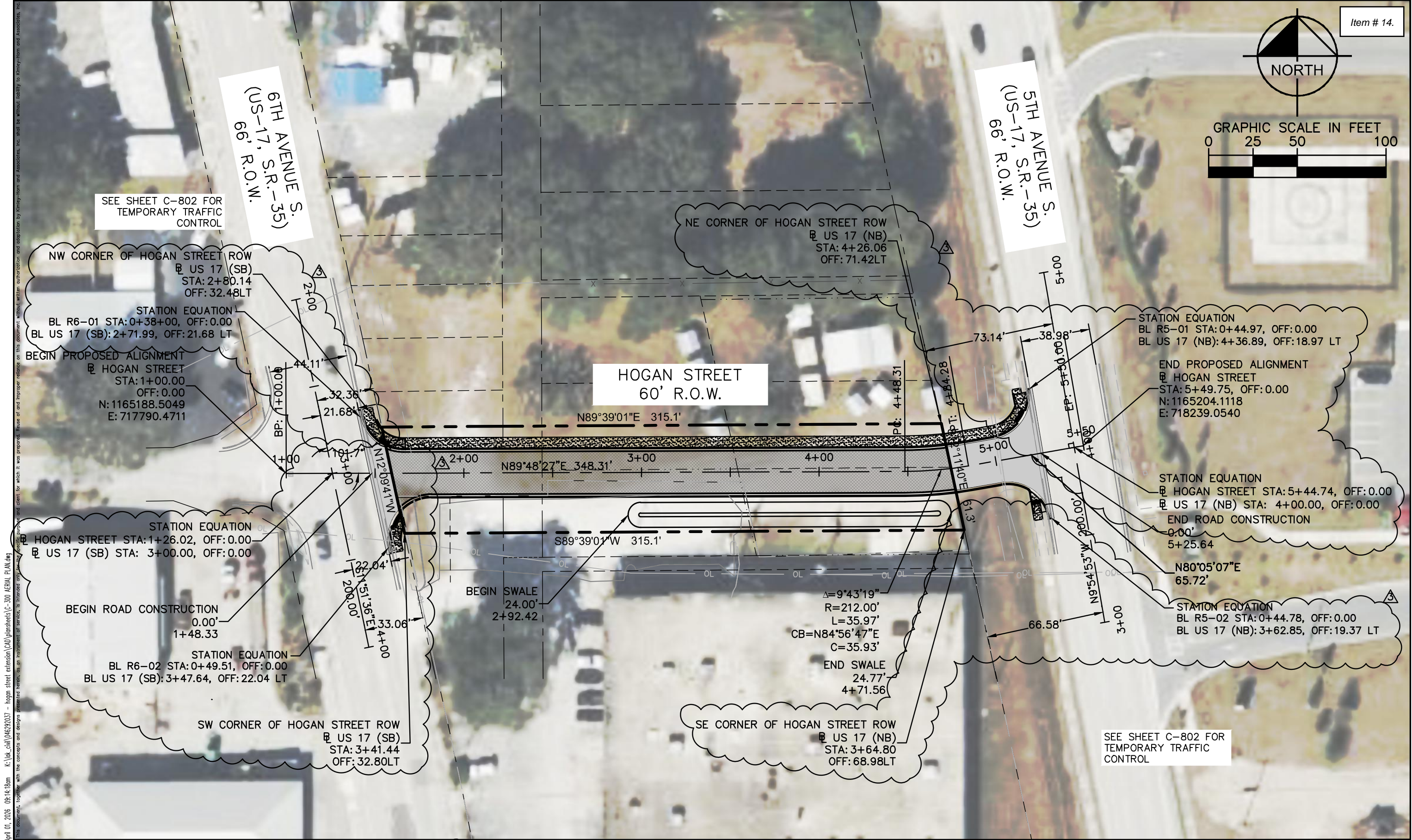
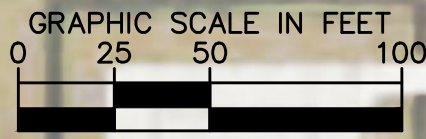

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KHA PROJECT	046292037
DATE	SEPT 2025
SCALE	AS SHOWN
DESIGNED BY	MSD
DRAWN BY	KM
CHECKED BY	

HOGAN STREET EXTENSION IMPROVEMENTS
 PREPARED FOR
CITY OF WAUCHULA
 CITY OF WAUCHULA FLORIDA

GENERAL NOTES

SHEET NUMBER
C-201
 384



Plotted By: Davies, Mark, April 01, 2026 09:14:18am K:\ok_civil\046292037 - Hogan Street Extension\CAD\Drawings\C-300 AERIAL PLAN.dwg
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3	PER FDOT COMMENTS	01/29/26	MSD

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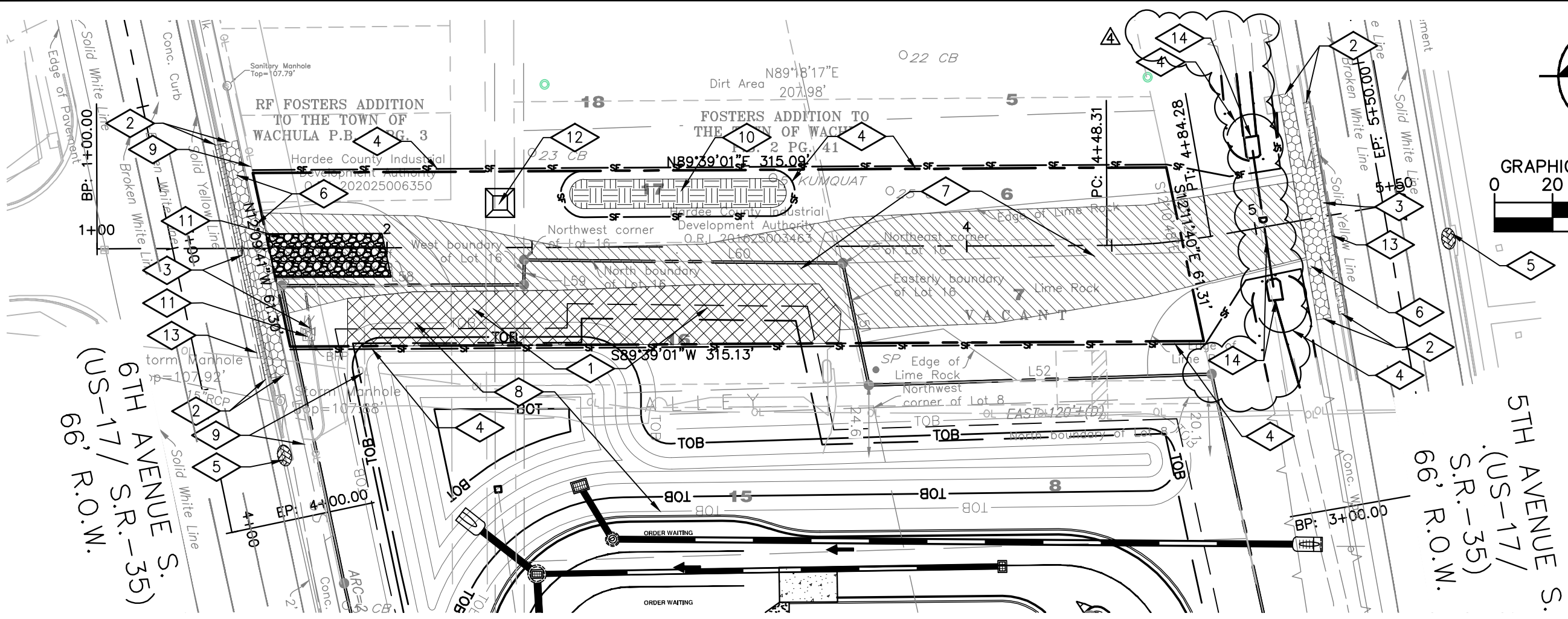
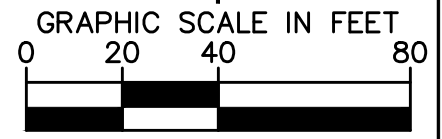
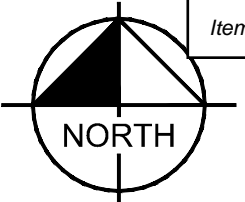
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HOGAN STREET EXTENSION IMPROVEMENTS
PREPARED FOR
CITY OF WAUCHULA
CITY OF WAUCHULA FLORIDA

AERIAL SITE PLAN

SHEET NUMBER
C-300
385



KEYNOTES: THE KEYNOTES ON THIS SHEET ARE SPECIFIC TO THE SHEET C-40X SERIES ONLY

- 1

CONTRACTOR SHALL STRIP EXISTING ASPHALT, PAVING, BASE COURSE AND SUBGRADE TO PERMIT FULL DEPTH ROAD RECONSTRUCTION. EXISTING ROAD BASE MAY BE USED AS STABILIZING AGENT IN PROPOSED STABILIZED SUBGRADE CONSTRUCTION IF IT MEETS STABILIZING REQUIREMENTS. LEGALLY DISPOSE OF MATERIALS IN EXCESS OF THE NEEDS OF THE PROJECT OFF SITE.
- 2

EXISTING SIDEWALK AND CURB SHALL BE SAWCUT IF NECESSARY AND REMOVED TO THE NEAREST JOINT ADJACENT THE PROPOSED WORK
- 3

CONTRACTOR SHALL REMOVE EXISTING CURB AND UNDERLYING BASE MATERIALS. EXISTING ROAD BASE MAY BE USED AS STABILIZING AGENT IN PROPOSED SUBGRADE CONSTRUCTION. LEGALLY DISPOSE OF MATERIALS IN EXCESS OF THE NEEDS OF THE PROJECT OFF SITE.
- 4

CONTRACTOR SHALL INSTALL TYPE III SILT FENCE PER DETAIL 1/C-401 TO DENOTE LIMITS OF DISTURBANCE PER FDOT EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (TYP.) SILT FENCE LOCATION MAY BE ADJUSTED TO SUIT SITE CONDITIONS.
- 5

CONTRACTOR SHALL INSTALL INLET PROTECTION AS OUTLINED IN SECTION V OF THE FDOT EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL. EMPLOY TECHNIQUES SUCH AS WATER FILLED BARRIERS; ROCK BARRIERS FOR AREA DRAINS; FRAME AND FILTER BARRIERS FOR AREA DRAINS; CURB INLET "SUMP" BARRIERS; CURB INLET DIVERSION BERMS AND FILTRATION LOGS PER DETAIL 4/C-401; CURB AND GUTTER SEDIMENT CONTAINMENT SYSTEMS; AND CURB INLET INSERTS. INLET PROTECTIONS SHALL BE INSTALLED AT DOWNSTREAM LOCATIONS ON THE EAST SIDE OF NORTHBOUND US17 AND BOTH SIDES OF SOUTHBOUND US17.
- 6

CONTRACTOR SHALL DEMOLISH AND LEGALLY DISPOSE OF EXISTING SIDEWALK.
- 7

CONTRACTOR SHALL STRIP GRAVEL, STONE, AND LIMEROCK AND REMOVE ALL BASE MATERIALS AND LEGALLY DISPOSE OF OFFSITE. GRASS STRIPPINGS MAY BE STOCKPILED FOR USE WITHIN THE PROJECT IN LANDSCAPING AREAS. DISPOSE OF SURPLUS MATERIALS OFFSITE.
- 8

DETENTION BASIN ON ADJACENT PROPERTY SHALL NOT BE DISTURBED FOR PORTIONS THAT ENCROACH INTO THE R.O.W. PROTECT AND SAFEGUARD GRASSING AND GRADING.
- 9

EXISTING UTILITIES, WHETHER OR NOT SHOWN OR IMPLIED ON THE DRAWINGS, SHALL BE PROTECTED UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR PROTECTING SUCH UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING/REPLACING DAMAGED UTILITIES TO THE UTILITIES OWNERS' SATISFACTION. CONTRACTORS ARE RESPONSIBLE FOR UTILITY SHORING, HOLDING, SWINGING OR OTHER TEMPORARY/PERMANENT MEASURE TO PERMIT THE INSTALLATION OF THE WORK MEASURES.
- 10

TOPSOIL STOCKPILE LOCATION ON SITE, STOCKPILE GEOMETRY AND LOCATION MAY BE ADJUSTED TO SUIT SITE CONDITIONS, STOCKPILE SHALL BE PROTECTED FROM WIND AND WATER BORNE EROSION USING SILTFENCE AND/OR TEMPORARY SEED AND MULCH. MATERIAL SURPLUS TO THE NEEDS OF THE PROJECT SHALL BE LEGALLY DISPOSED OF OFF SITE
- 11

ADD CONSTRUCTION EXIT PER DETAIL 2/C-401. LOCATION MAY VARY TO SUIT SITE CONDITIONS. ONE EXIT IS SHOWN, IF MORE IS NEEDED, THEY SHALL BE INCLUDED AT NO COST TO THE OWNER.
- 12

CONCRETE WASHOUT PER DETAIL 3/C-401. LOCATION MAY VARY TO SUIT SITE CONDITIONS.
- 13

12" WIDE STRIP OF LIMIT OF PAVEMENT MILLING FOR PROPOSED TO EXISTING ASPHALT CONNECTION, SEE DETAIL 3/C-800
- 14

DEMOLISH EXISTING 18" RCP AND MITERED END SECTIONS, SEE SHEETS C-500 AND C-600 FOR MORE INFORMATION ON REPLACEMENT.

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4	PER FDOT COMMENTS	03/04/26	MRF		
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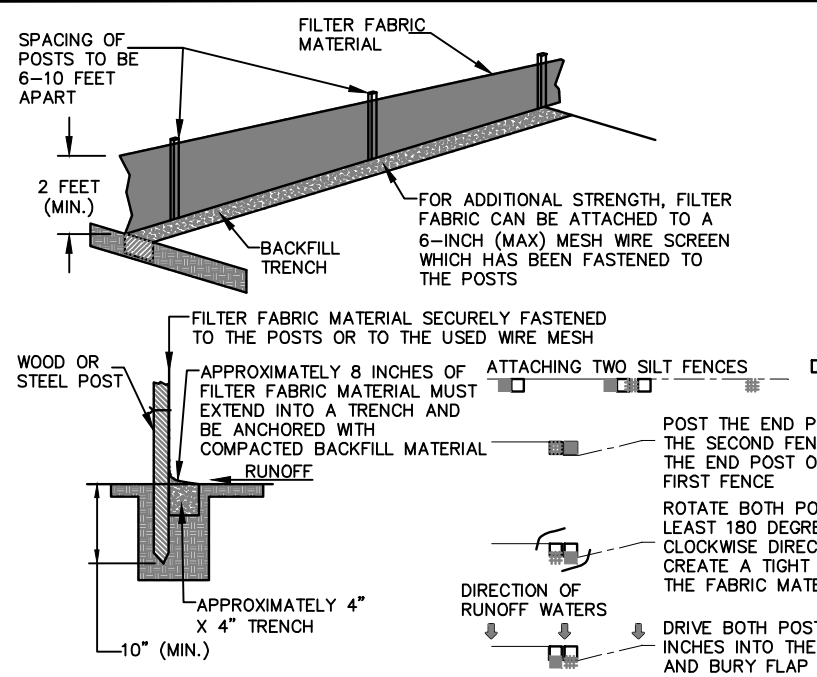
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HOGAN STREET EXTENSION
 IMPROVEMENTS
 PREPARED FOR
 CITY OF WAUCHULA
 CITY OF WAUCHULA FLORIDA

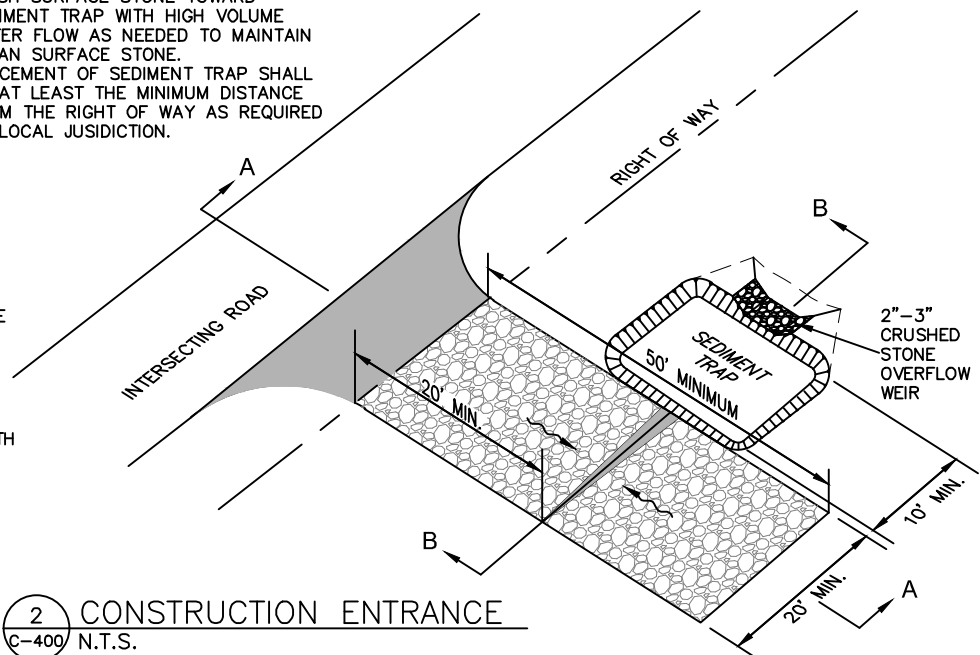
DEMOLITION - EROSION AND SEDIMENTATION CONTROL PLAN	SHEET NUMBER C-400 386
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1 SINGLE ROW OF SILT FENCE
C-400 N.T.S.

- NOTES:**
1. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED.
 2. FLUSH SURFACE STONE TOWARD SEDIMENT TRAP WITH HIGH VOLUME WATER FLOW AS NEEDED TO MAINTAIN CLEAN SURFACE STONE.
 3. PLACEMENT OF SEDIMENT TRAP SHALL BE AT LEAST THE MINIMUM DISTANCE FROM THE RIGHT OF WAY AS REQUIRED BY LOCAL JURISDICTION.



2 CONSTRUCTION ENTRANCE
C-400 N.T.S.

NOTES:

SELF-INSTALLED CONCRETE WASHOUT FACILITY

WASHOUT SHALL BE BUILT BELOW-GRADE TO PREVENT BREACHES AND REDUCE THE LIKELIHOOD OF RUNOFF. WASHOUTS SHALL BE SIZED TO HANDLE SOLIDS, WASH WATER, AND RAINFALL TO PREVENT OVERFLOW. CONCRETE WASHOUT SYSTEMS, INC., (2006) ESTIMATES THAT 7 GALLONS OF WASH WATER ARE USED TO WASH ONE TRUCK CHUTE AND 50 GALLONS ARE USED TO WASH OUT THE HOPPER OF A CONCRETE PUMP TRUCK. THE BELOW-GRADE WASHOUT SHOULD BE AT LEAST 15 FEET WIDE AND 15 FEET LONG AND DEEP ENOUGH SIZED TO CONTAIN ALL LIQUID AND SOLID WASTE YOU EXPECT TO GENERATE IN BETWEEN CLEANOUT PERIODS (CASQA, 2003). INCLUDE A MINIMUM 12-INCH FREEBOARD IN THE SIZING CALCULATIONS. LINE THE PIT WITH PLASTIC SHEETING OF AT LEAST 10-MIL THICKNESS THAT HAS NO HOLES OR TEARS TO PREVENT LEACHING OF LIQUIDS INTO THE GROUND (CASQA, 2003). CONCRETE WASH WATER SHOULD NEVER BE PLACED IN A PIT THAT IS CONNECTED TO THE STORM DRAIN SYSTEM OR THAT DRAINS TO NEARBY WATERWAYS.

ACCORDING TO CASQA (2003), YOU SHOULD NOT PLACE CONCRETE WASHOUT FACILITIES WITHIN 50 FEET OF STORM DRAINS, OPEN DITCHES, OR WATERBODIES. YOU SHOULD PLACE THEM IN A LOCATION THAT ALLOWS CONVENIENT ACCESS FOR CONCRETE TRUCKS, PREFERABLY NEAR THE AREA WHERE THE CONCRETE IS BEING POURED. APPROPRIATE GRAVEL OR ROCK SHOULD COVER PATHS TO CONCRETE WASHOUT FACILITIES.

INSPECTION

CHECK ALL CONCRETE WASHOUT FACILITIES DAILY TO DETERMINE IF THEY HAVE BEEN FILLED TO 75 PERCENT CAPACITY, WHICH IS WHEN MATERIALS NEED TO BE REMOVED. BOTH ABOVE- AND BELOW- GROUND SELF-INSTALLED WASHOUT SHOULD BE INSPECTED DAILY TO ENSURE THAT PLASTIC LININGS ARE INTACT AND SIDEWALLS HAVE NO BEEN DAMAGED BY CONSTRUCTIONS ACTIVITIES. INSPECTORS SHOULD ALSO NOTE WHETHER THE FACILITIES ARE BEING USED REGULARLY; IF DRIVERS HAVE WASHED OUT THEIR CHUTES OR HOPPERS IN OTHER LOCATIONS, YOU MAY NEED TO PROVIDE MORE EDUCATION, INSTALL ADDITIONAL SIGNAGE, OR PLACE ADDITIONAL WASHOUTS IN MORE CONVENIENT LOCATIONS.

MATERIAL REMOVAL

CONCRETE WASHOUTS AREA DESIGNED TO PROMOTE EVAPORATION WHERE FEASIBLE. HOWEVER, IF STORED LIQUIDS HAVE NOT EVAPORATED AND THE WASHOUT IS NEARING CAPACITY, VACUUM AND DISPOSE OF THEM IN AN APPROVED MANNER - CHECK WITH THE LOCAL SANITARY SEWER AUTHORITY TO DETERMINE IF THERE ARE SPECIAL DISPOSAL REQUIREMENTS FOR CONCRETE WASH WATER. REMOVE LIQUIDS OR COVER THE STRUCTURES BEFORE PREDICTED RAINSTORMS TO PREVENT OVERFLOWS. COMPANIES THAT OFFER PREFABRICATED AND WATERTIGHT WASHOUT CONTAINERS GENERALLY OFFER A VACUUM SERVICE TO REMOVE THE LIQUID MATERIAL.

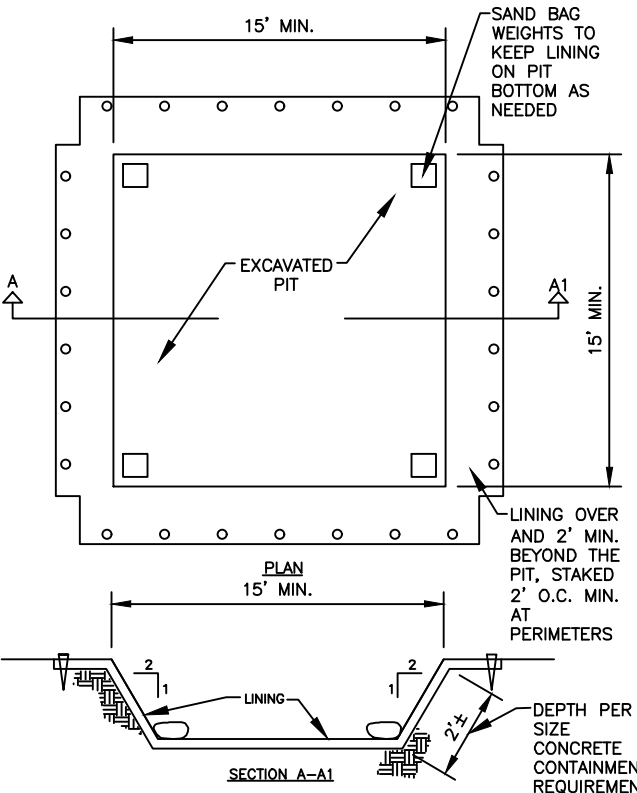
REMOVE HARDENED SOLIDS WHOLE OR BREAK THEM FIRST DEPENDING ON THE TYPE OF EQUIPMENT AVAILABLE AT YOUR SITE. REUSE THE SOLIDS ONSITE OR HAUL THEM AWAY FOR RECYCLING - CRUSHED CONCRETE MAKES EXCELLENT AGGREGATE FOR ROADBEDS AND OTHER BUILDING APPLICATIONS. CHECK YOU YOUR LOCAL RECYCLING AGENCY TO IDENTIFY OPPORTUNITIES FOR CONCRETE RECYCLING.

WHEN YOU REMOVE MATERIALS FROM THE CONCRETE WASHOUT, BUILD A NEW STRUCTURE OR, IF THE PREVIOUS STRUCTURE IS STILL INTACT, INSPECT THE STRUCTURE FOR SIGNS OF WEAKENING OR DAMAGE AND MAKE ANY NECESSARY REPAIRS. LINE THE STRUCTURE WITH NEW PLASTIC THAT IS FREE OF HOLES OR TEARS AND REPLACE SIGNAGE IF NECESSARY. IT IS VERY IMPORTANT THAT NEW PLASTIC IS USED AFTER EVERY CLEANING BECAUSE PUMPS AND CONCRETE REMOVAL EQUIPMENT CAN DAMAGE THE EXISTING LINER.

EDUCATION FOR CONCRETE SUBCONTRACTORS

MAKE SITE SUPERINTENDENT AWARE OF THE PRESENCE OF THESE FACILITIES. SITE SUPERINTENDANT SHALL EDUCATE CONCRETE SUBCONTRACTORS, POST SIGNAGE INDICATING THE LOCATION AND DESIGNATED USE OF THESE AREAS, AND PROVIDE CAREFUL OVERSIGHT TO INSPECT FOR EVIDENCE OF IMPROPER DUMPING OF CONCRETE WASTE AND WASH WATER. INCLUDE REQUIREMENTS IN CONTRACTS WITH CONCRETE DELIVERY COMPANIES THAT DRIVERS MUST USE DESIGNATED CONCRETE WASHOUT FACILITIES.

SEE DRAWINGS CD1.1 FOR CONCRETE (CONC.) WASHOUT LOCATION.



3 CONCRETE WASHOUT FACILITY
C-400 N.T.S.

Item # 14.

INSTALLATION

1. IDENTIFY CURB OPENING DIMENSIONS TO DETERMINE THE NUMBER OF SS-300 CURB INLET FILTERS THAT WILL BE REQUIRED
2. INSTALL WEIGHTED BAGS OF #57 STONE/SAND INTO EACH OPEN END OF THE SS-300 + SECURE WITH ZIP TIES (PROVIDED)
3. SECURE ENDS OF THE WEIGHTED BAGS WITH TIES.
4. PLACE THE SS-300 CURB INLET FILTER(S) IN FRONT OF THE CURB INLET OR OPENING TO PREVENT THE MIGRATION OF SILT INTO THE STORM DRAIN SYSTEM.
5. USE WEIGHTED ENDS TO CREATE STORM WATER OVER FLOW WEIR.

(EACH SS-300 INCLUDES 2 EMPTY SAND BAGS AND 2 ZIP-TIES TO SECURE WEIGHTED ENDS)

INSTALLATION PROCEDURES AND SAFETY CONSIDERATIONS CAN VARY UPON SITE CONDITIONS. DO NOT COMPLETELY BLOCK THE OPENING PROVIDED FOR OVERFLOW, INSTALLER TO PROVIDE OFFSET DEVICE

CURB INLET FILTER	SLEEVE MATERIAL: HIGH VISIBILITY GREEN HIGH FLOW POLYESTER GEOTEXTILE
SS-300	FILTER MATERIAL: PINE STRAW
	SCALE: NOT TO SCALE
	LAST UPDATED: 11-22-21

SILT-SAVER, INC. 1200 FORRESTER CEMETERY RD, COVINGTON, GA 30014 PHONE: (770) 388-7818 FAX: (770) 388-7640 TOLL FREE: 1-888-382-SILT (7458) www.siltsaver.com

4 CURB INLET FILTER
C-400 N.T.S.

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HOGAN STREET EXTENSION IMPROVEMENTS

PREPARED FOR
CITY OF WAUCHULA

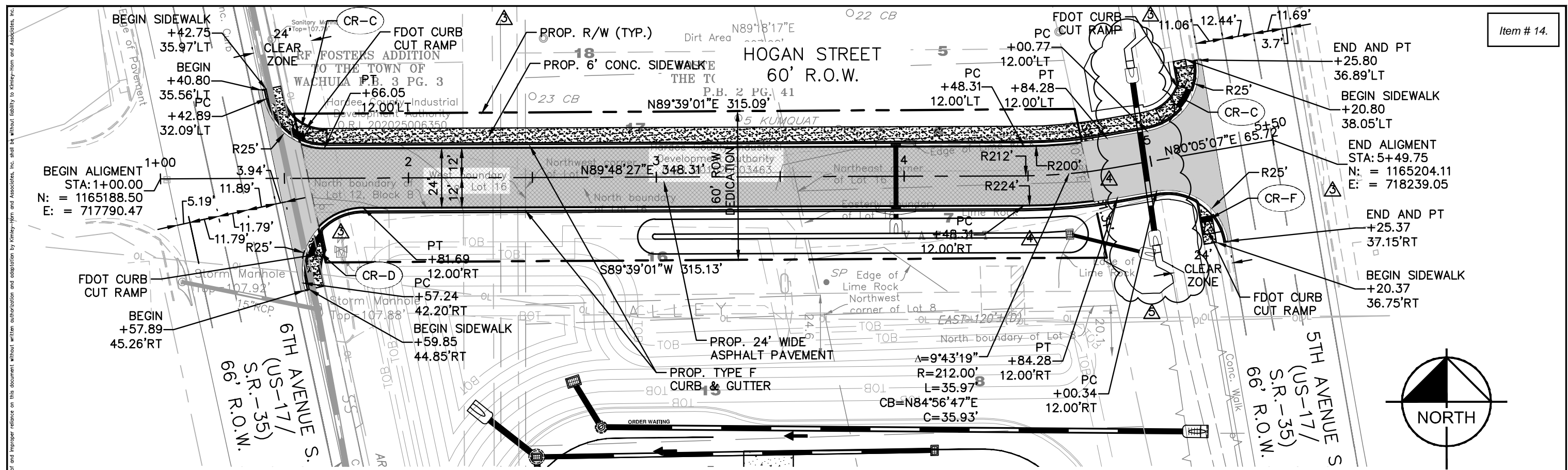
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EROSION AND SEDIMENTATION CONTROL DETAILS

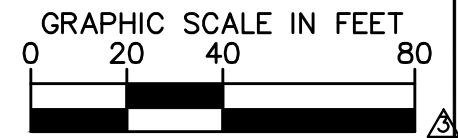
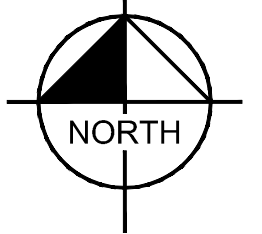
SHEET NUMBER

C-401

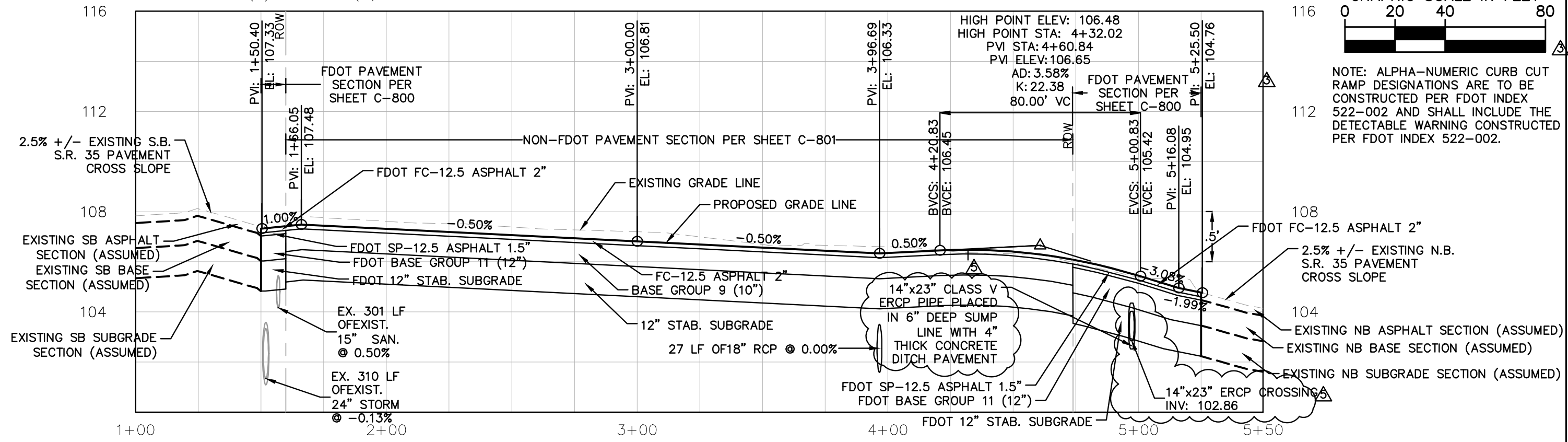
387



HOGAN STREET
SCALE: 1" = 4'(V), 1" = 40'(H)



NOTE: ALPHA-NUMERIC CURB CUT RAMP DESIGNATIONS ARE TO BE CONSTRUCTED PER FDOT INDEX 522-002 AND SHALL INCLUDE THE DETECTABLE WARNING CONSTRUCTED PER FDOT INDEX 522-002.



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 DATE SEPT 2025
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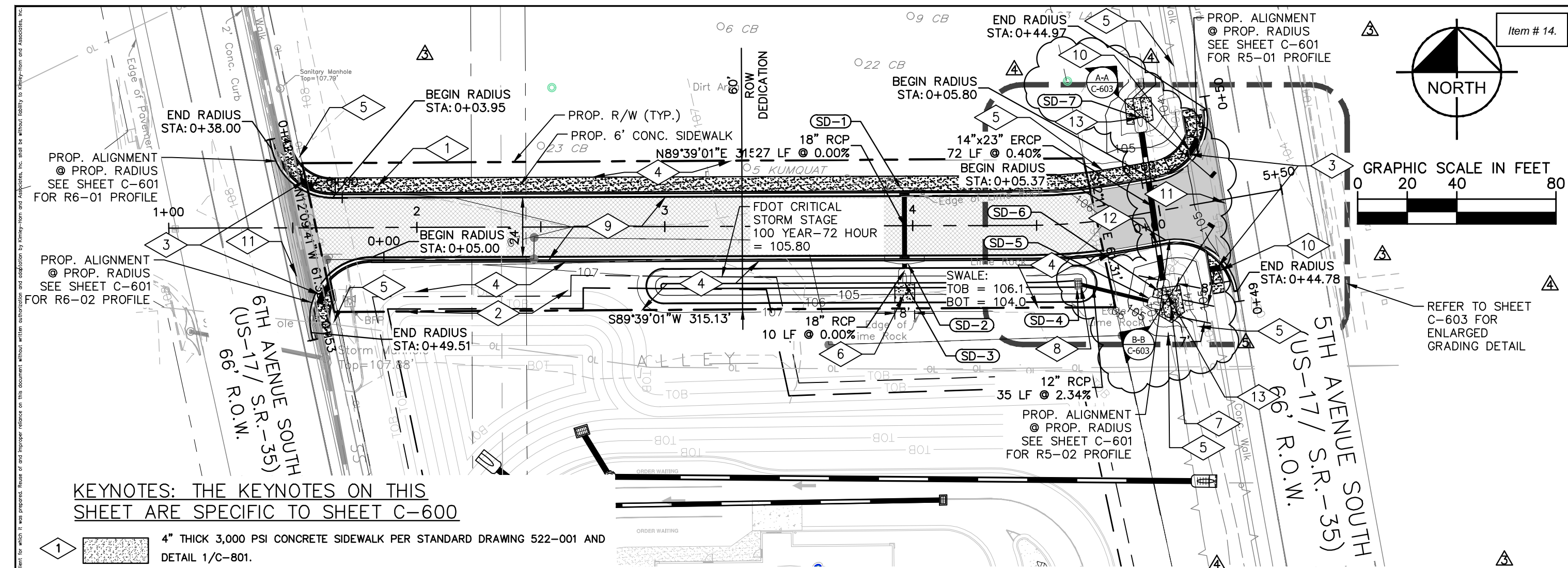
HOGAN STREET EXTENSION IMPROVEMENTS

PREPARED FOR
CITY OF WAUCHULA

CITY OF WAUCHULA FLORIDA

PLAN AND PROFILE

SHEET NUMBER
C-500
 388



KEYNOTES: THE KEYNOTES ON THIS SHEET ARE SPECIFIC TO SHEET C-600

- 1** 4" THICK 3,000 PSI CONCRETE SIDEWALK PER STANDARD DRAWING 522-001 AND DETAIL 1/C-801.
- 2** DO NOT DISTURB EXISTING GRADING AND GRASSING IN DRY DETENTION BASIN THAT ENCLOSES IN R.O.W.
- 3** ALPHA-NUMERIC CURB CUT RAMP PER STANDARD DRAWING 522-002. SEE SHEET C-500 FOR IDENTIFICATION.
- 4** GRASSED AREA OF HOGAN STREET R.O.W. SHALL BE SODDED WITH BAHIA PERFORMANCE TURF PER FDOT SPECIFICATION SECTION 570. MAINTAIN BY WATERING AND MOWING UNTIL SOD IS ESTABLISHED.
- 5** ALL DISTURBED FDOT R.O.W. AREA SHALL BE SODDED WITH BAHIA SOD TO MATCH EXISTING TURF AND SHALL BE WATERED AND MAINTAINED UNTIL ESTABLISHED.
- 6** 8'X8' 3,000 PSI CONCRETE SPLASH APRON IN BOTTOM OF SWALE SHALL TIE INTO MITERED END SECTION CONCRETE COLLAR AND COVER FLOOR AND OPPOSITE SLOPE. APRON TOP SHALL BE FLUSH WITH SWALE FLOOR AND SIDE SLOPE FINISH GRADES. APRON SHALL BE LAID ON PROOF COMPACTED SUBGRADE.
- 7** 7'X8' 3,000 PSI CONCRETE SPLASH APRON IN BOTTOM OF SWALE SHALL TIE INTO MITERED END SECTION CONCRETE COLLAR AND COVER FLOOR AND OPPOSITE SLOPE. APRON TOP SHALL BE FLUSH WITH SWALE FLOOR AND SIDE SLOPE FINISH GRADES. DO NOT INTERFERE WITH EXISTING SIDE DRAIN FLOWLINE. APRON SHALL BE LAID ON PROOF COMPACTED SUBGRADE.
- 8** CONTROL STRUCTURE SD-4 SEE DETAIL 1/C-800
- 9** TYPE F CURB AND GUTTER PER DETAIL 2/C-800
- 10** DETECTABLE WARNING IN SIDEWALK CURB RAMP PER STANDARD PLANS INDEX 522-002.

STRUCTURE TABLE	
STRUCTURE:	DETAILS:
SD-1 N: 1165202.84 E: 718087.11	CURB INLET TYPE '6' FDOT 425-021 EOP: 106.17 INV: 101.80 (S)
SD-2 N: 1165176.17 E: 718087.20	CURB INLET TYPE '6' FDOT 425-021 EOP: 106.17 INV: 101.80 (N) INV: 101.80 (S)
SD-3 N: 1165166.50 E: 718087.24	18" MES 103.59 INV: 101.80 (N)
SD-4 N: 1165166.08 E: 718157.31	TYPE 'C' INLET FDOT 425-052 GRATE: 105.21 INV: 103.55 (E)

STRUCTURE TABLE	
STRUCTURE:	DETAILS:
SD-5 N: 1165157.65 E: 718191.38	12" MES 103.97 INV: 102.72 (W)
SD-6 N: 1165161.71 E: 718192.22	14"X23" EMES 104 INV: 102.72 (N)
SD-7 N: 1165233.09 E: 718181.95	14"X23" EMES 104 INV: 103.01 (S)

- LEGEND**
- TYPICAL HOGAN STREET PAVEMENT SECTION (OUTSIDE FDOT ROW LIMITS) ON SHEET C-801
 - TYPICAL HOGAN STREET PAVEMENT SECTION (WITHIN FDOT ROW LIMITS) ON SHEET C-800
 - PROPOSED CONCRETE SIDEWALK
 - PROPOSED CONCRETE SPLASHPAD
 - 11** PROPOSED TO EXISTING ASPHALT PAVEMENT CONNECTION PER DETAIL 3/C-800
 - 12** CONSTRUCT 72 LF OF 14"X23" CLASS V ERCP PER FDOT INDEX 430-001 AND 2 X 14"X23" EMES PER FDOT INDEX 430-022
 - 13** MITERED END SECTIONS SHALL BE SET IN SUMP NOMINALLY 6" DEEPER THAN EXISTING SWALE FLOOR LINED WITH 4" THICK CONCRETE DITCH PAVEMENT

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 SCALE AS SHOWN
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HOGAN STREET EXTENSION IMPROVEMENTS
 PREPARED FOR
CITY OF WAUCHULA
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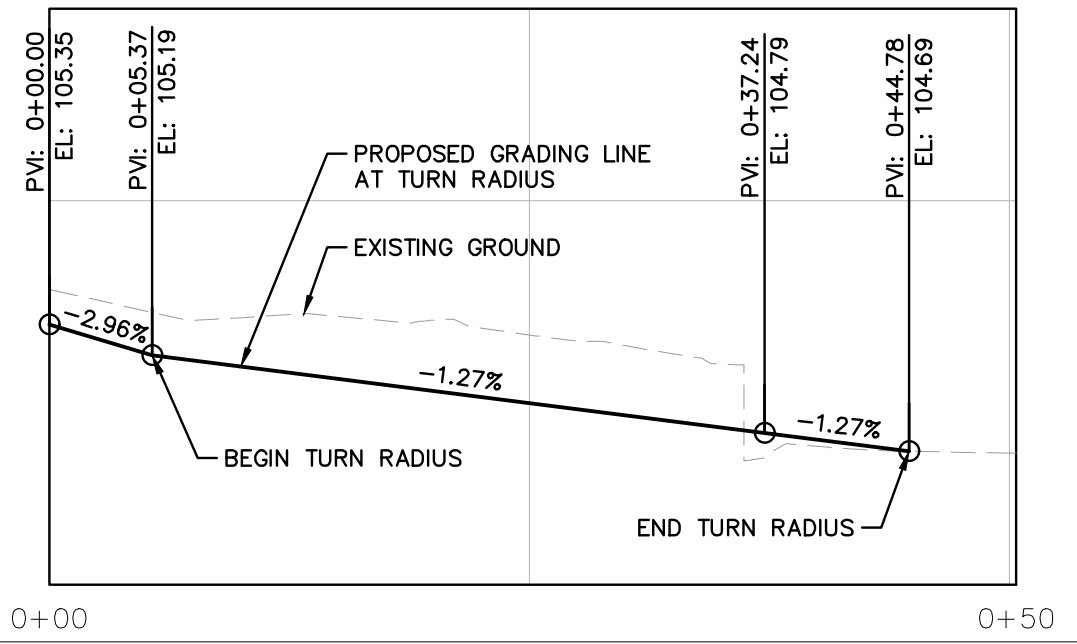
GRADING AND DRAINAGE

SHEET NUMBER
C-600
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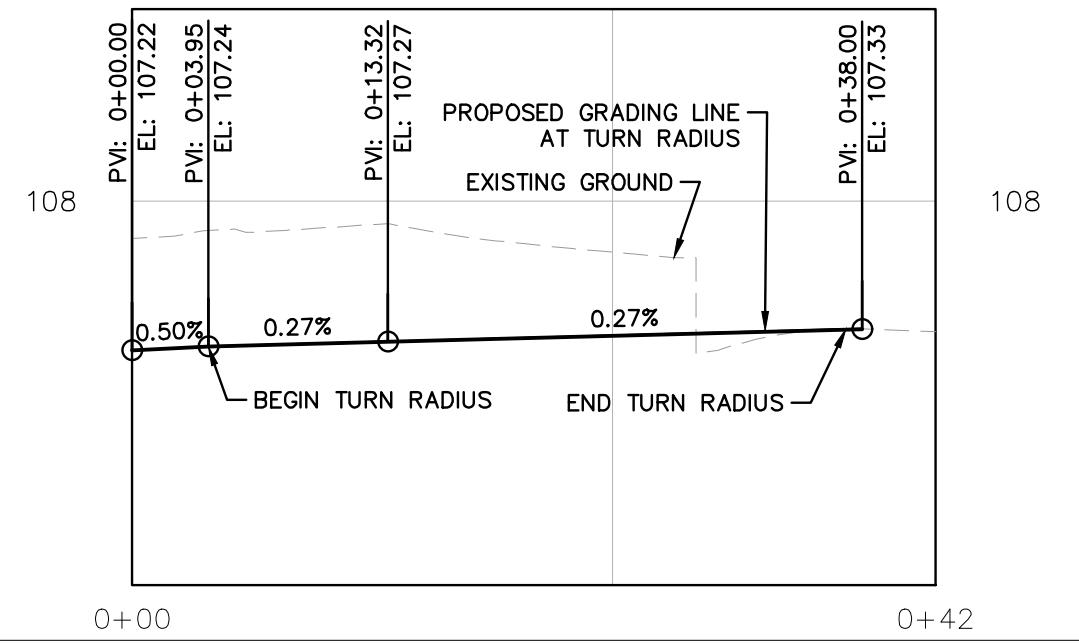
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Item # 14.

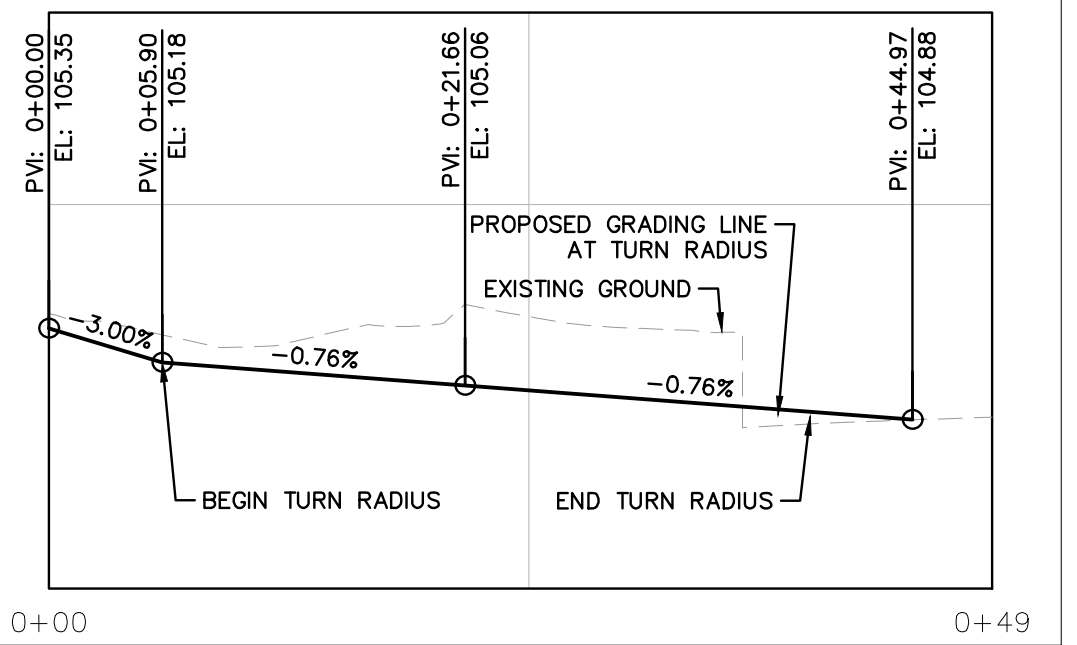
PROFILE R5-01
 SCALE (HORZ.): 1" = 2'
 SCALE (VERT.): 1" = 10'



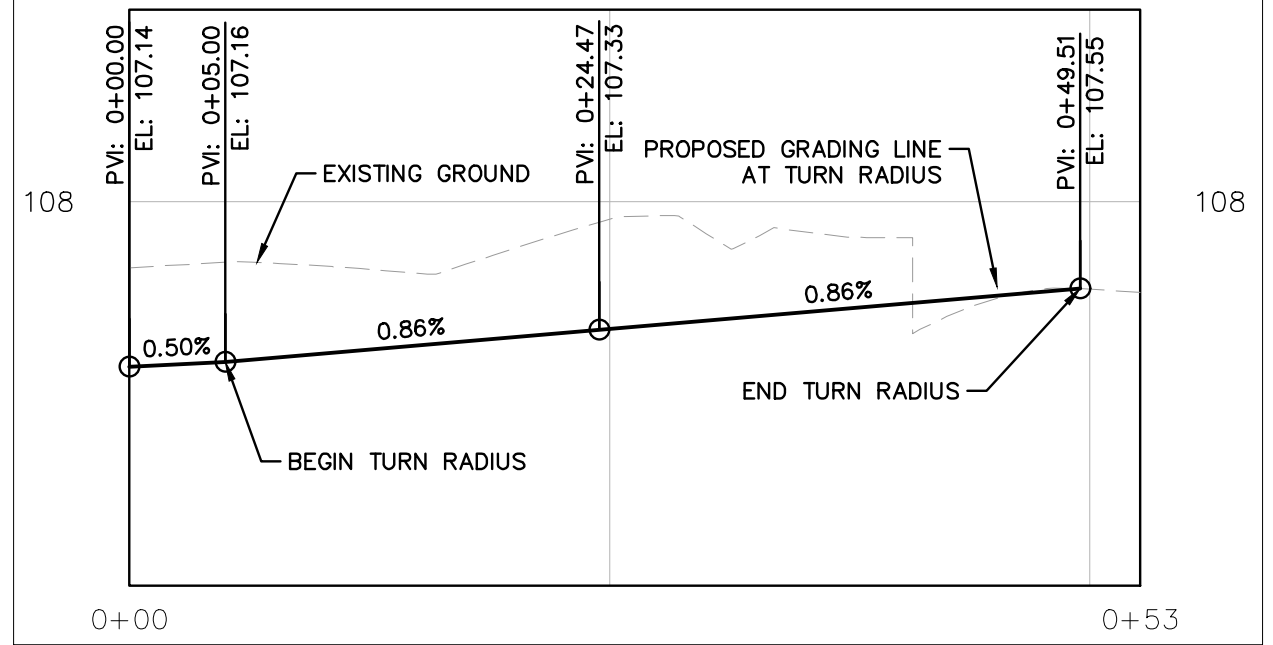
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 SCALE (HORZ.): 1" = 2'
 SCALE (VERT.): 1" = 10'



PROFILE R5-02
 SCALE (HORZ.): 1" = 2'
 SCALE (VERT.): 1" = 10'



PROFILE R6-02
 SCALE (HORZ.): 1" = 2'
 SCALE (VERT.): 1" = 10'



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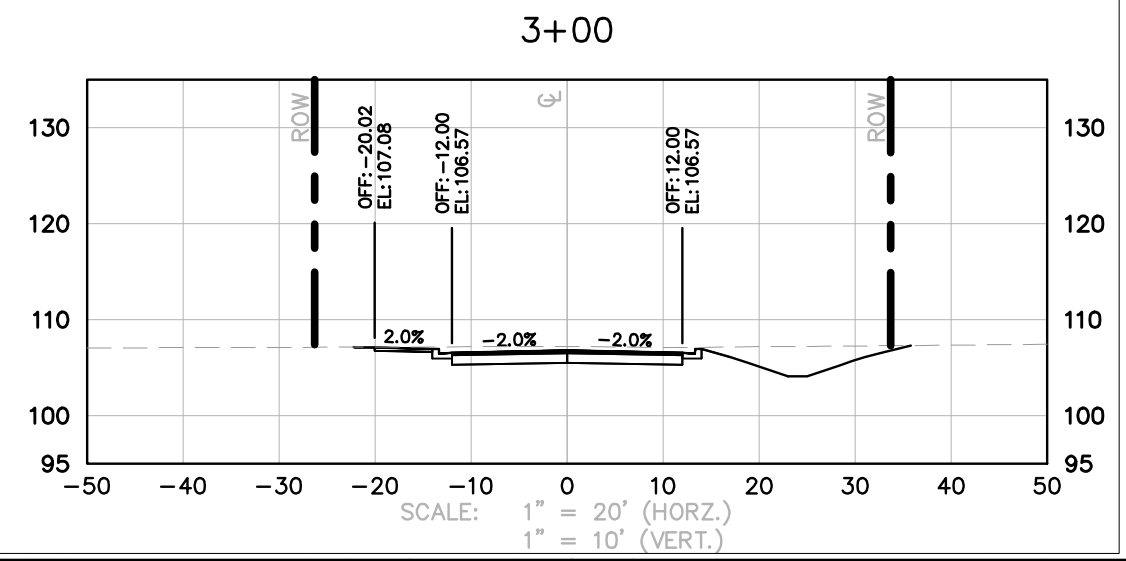
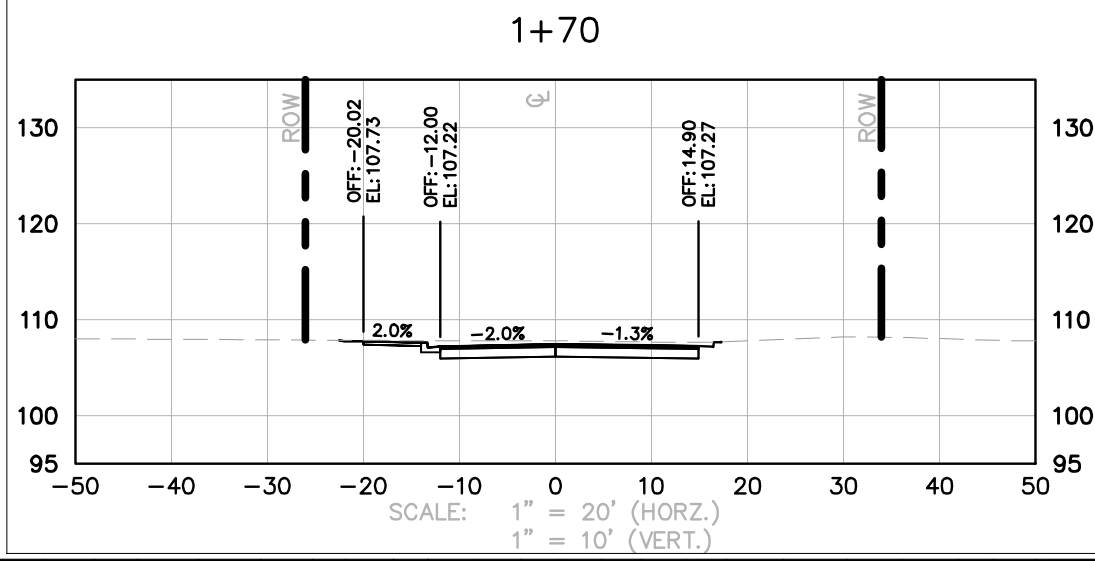
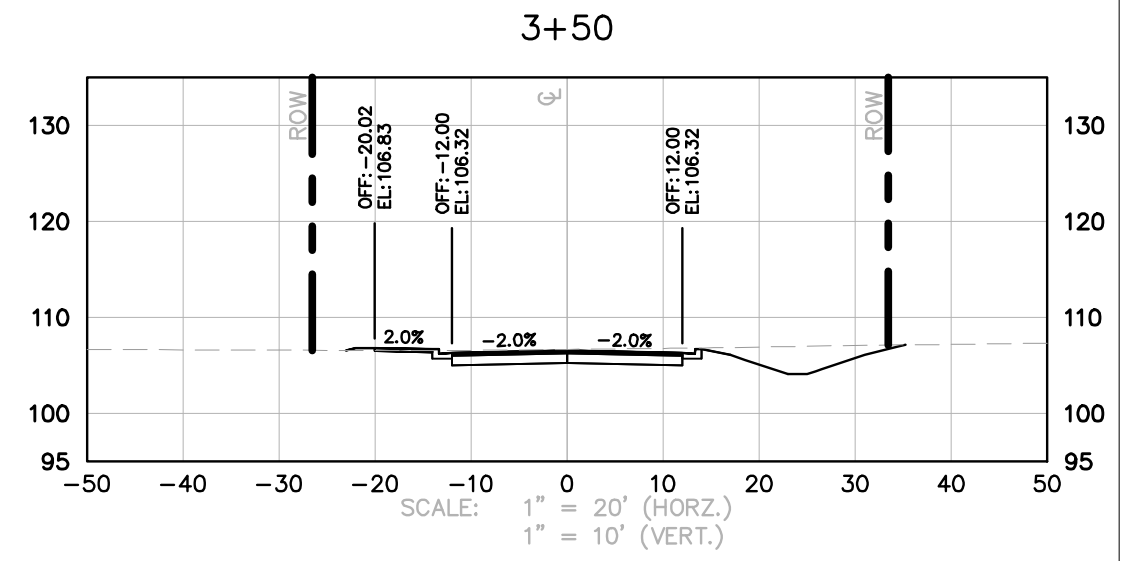
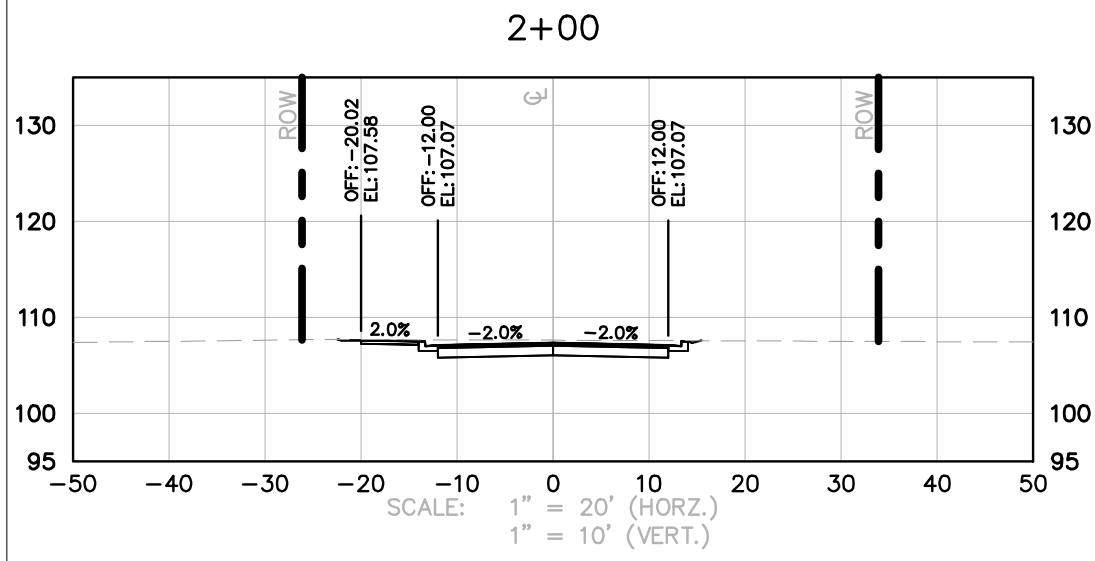
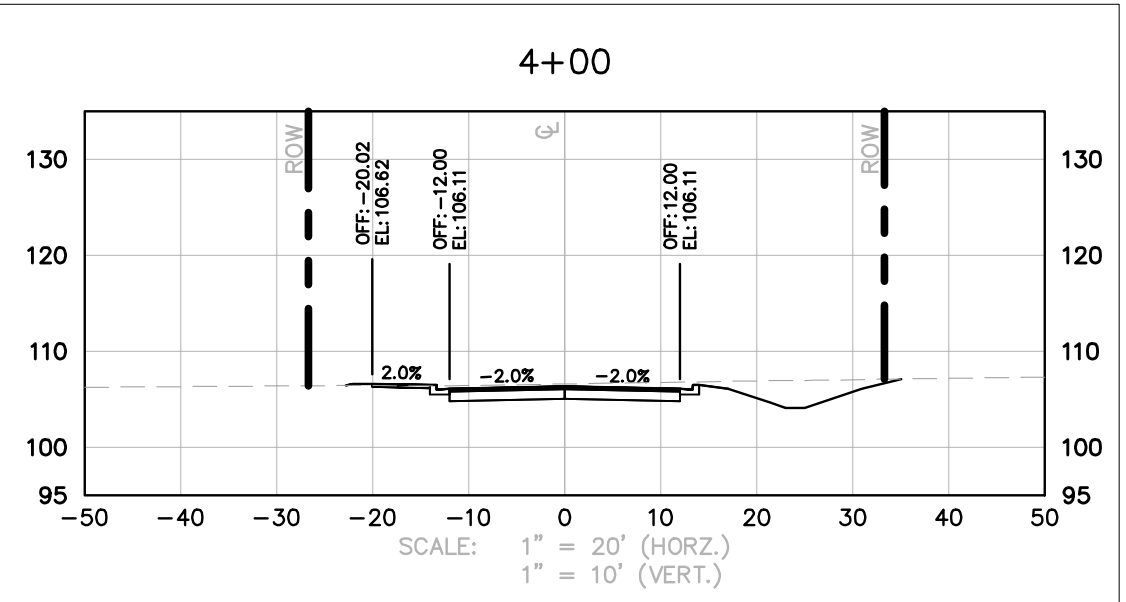
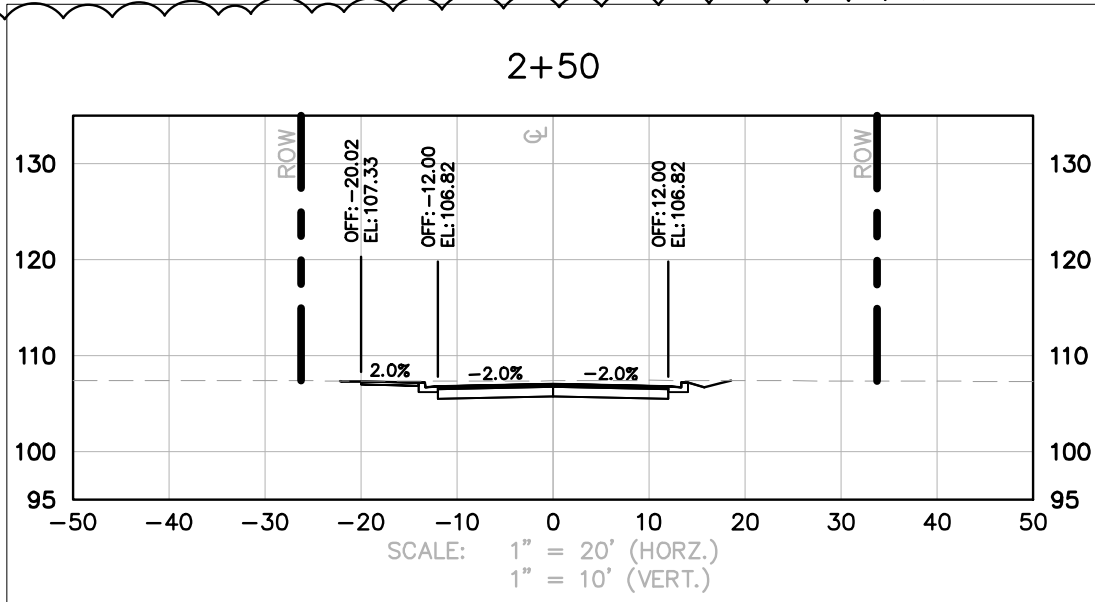
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DESIGNED BY	MSD
DRAWN BY	KM
CHECKED BY	

HOGAN STREET EXTENSION
 IMPROVEMENTS
 PREPARED FOR
 CITY OF WAUCHULA
 CITY OF WAUCHULA FLORIDA

PROPOSED GRADING LINE PROFILES
 FOR TURNING RADIUS

SHEET NUMBER
C-601
 390



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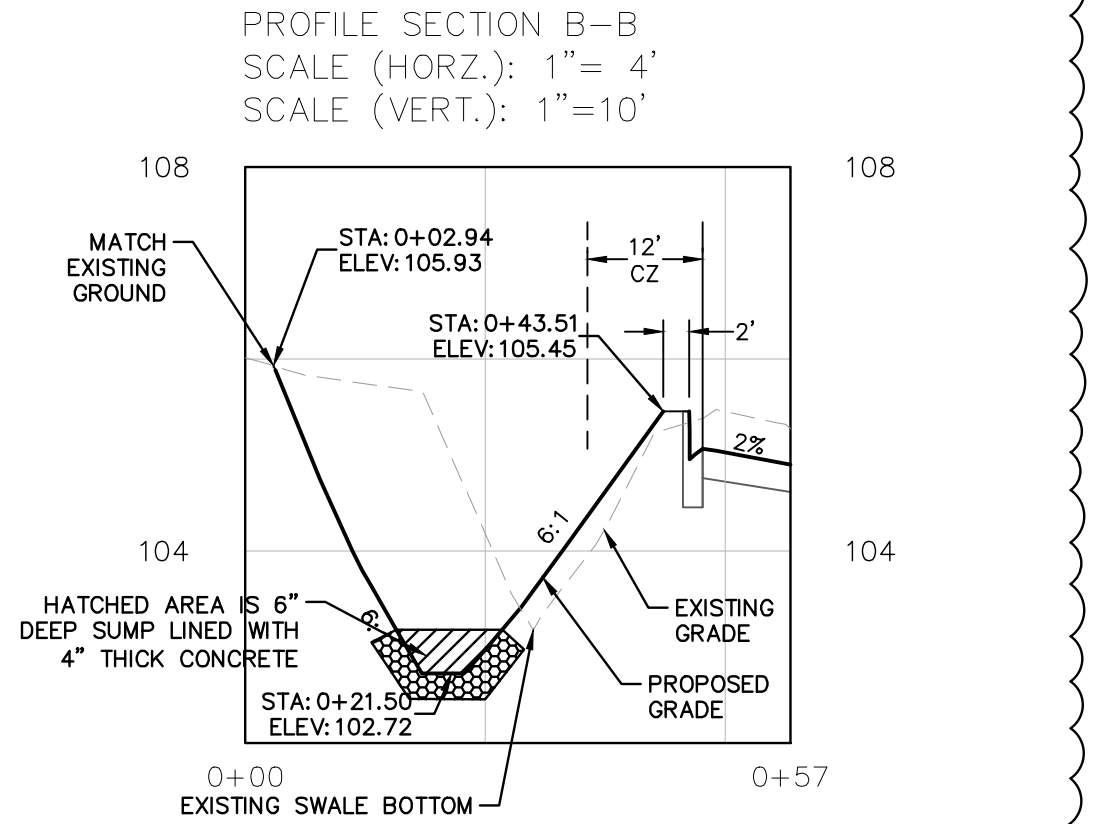
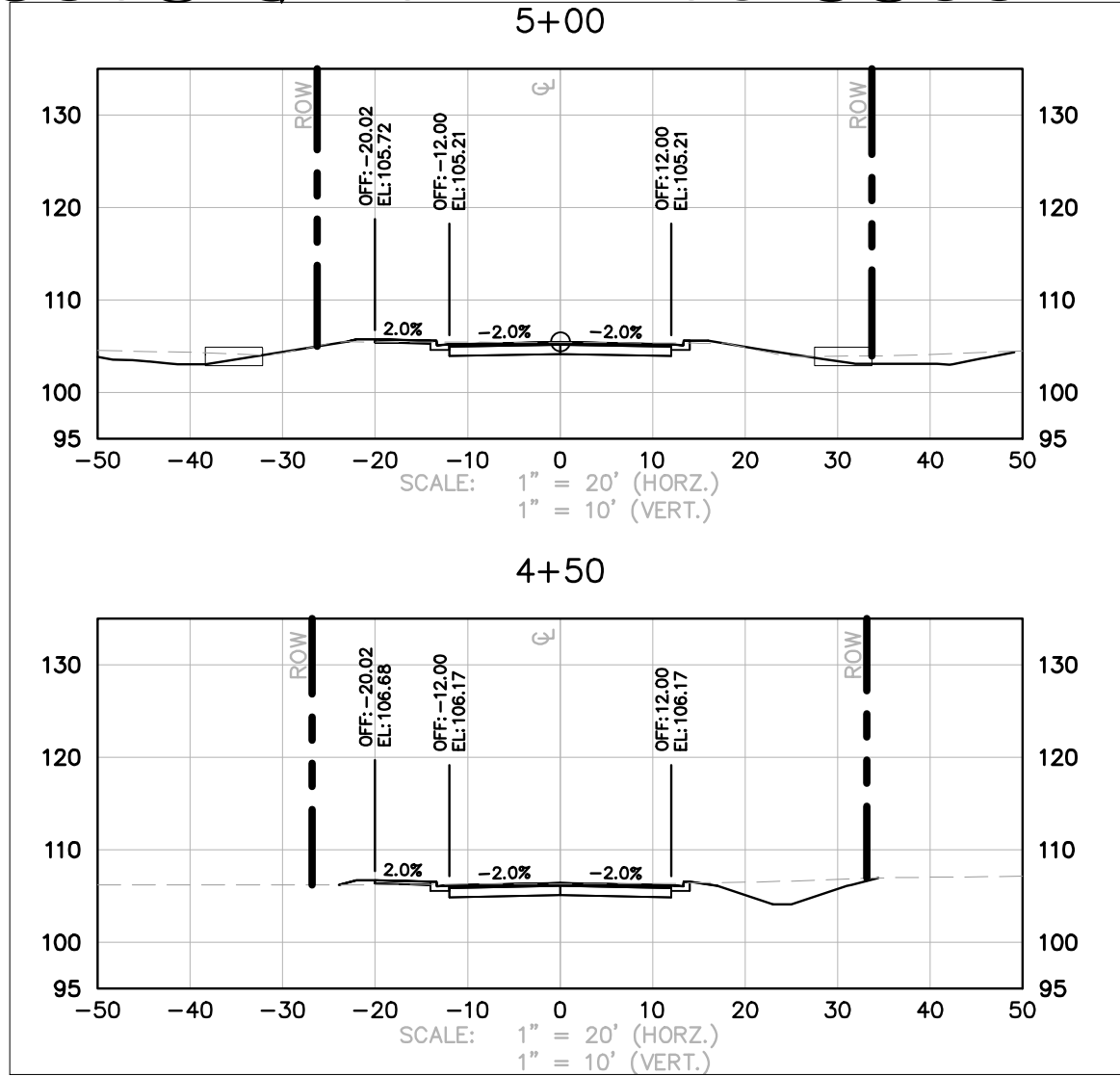
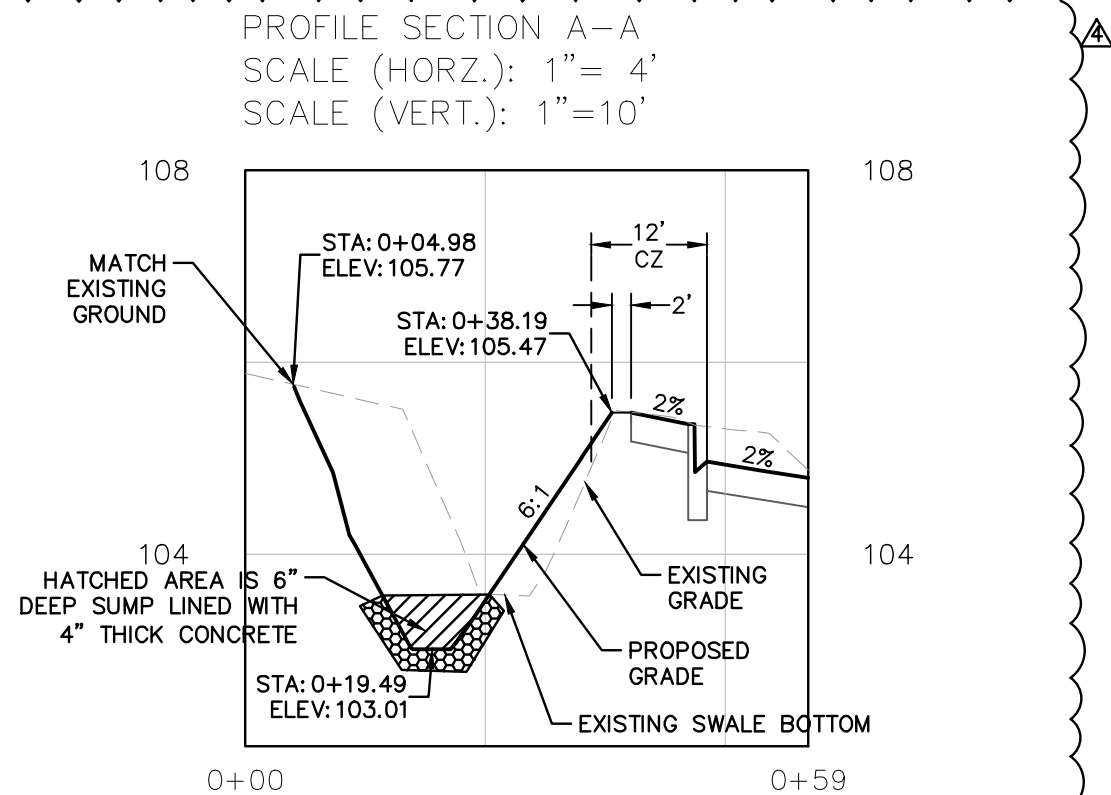
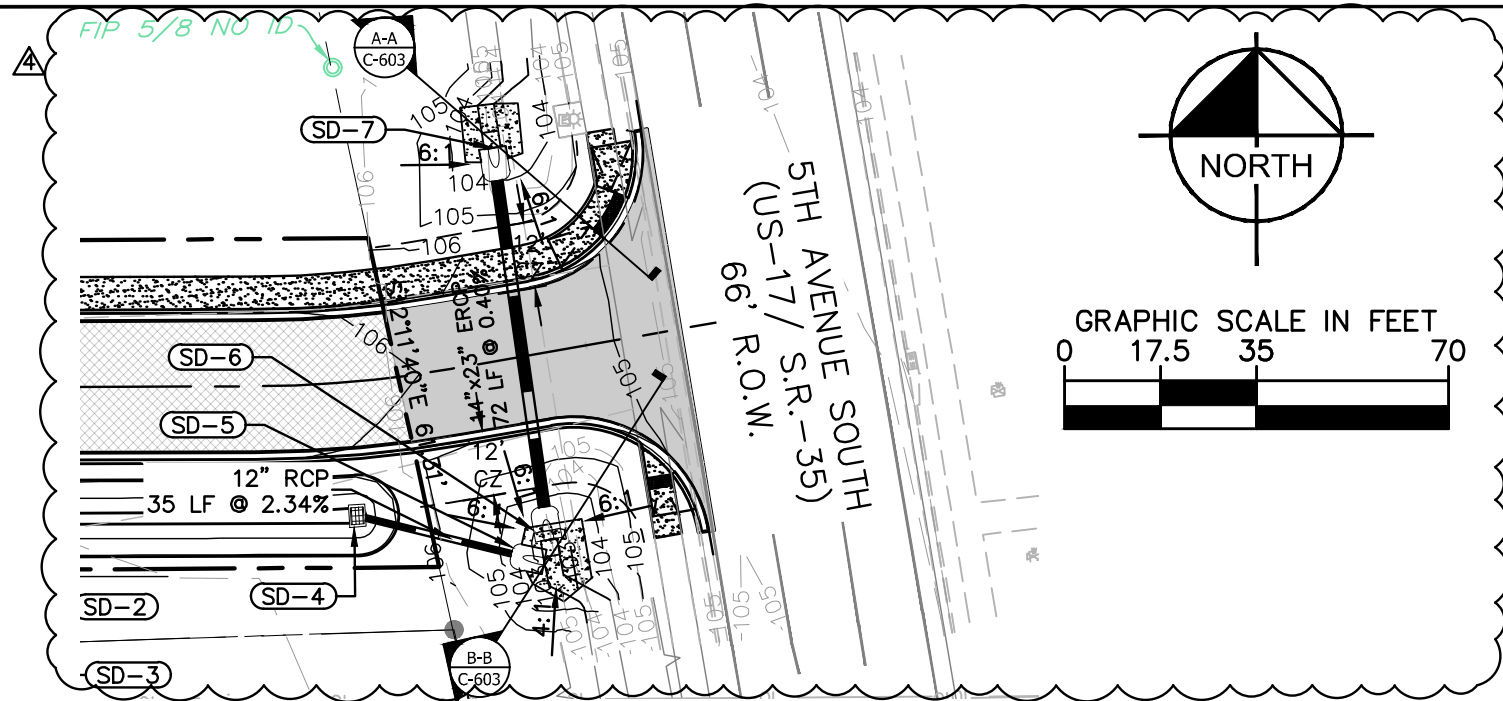
**HOGAN STREET EXTENSION
IMPROVEMENTS**

PREPARED FOR
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CROSS SECTIONS (1)

SHEET NUMBER
C-602
391



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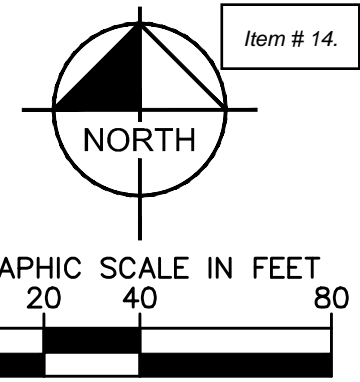
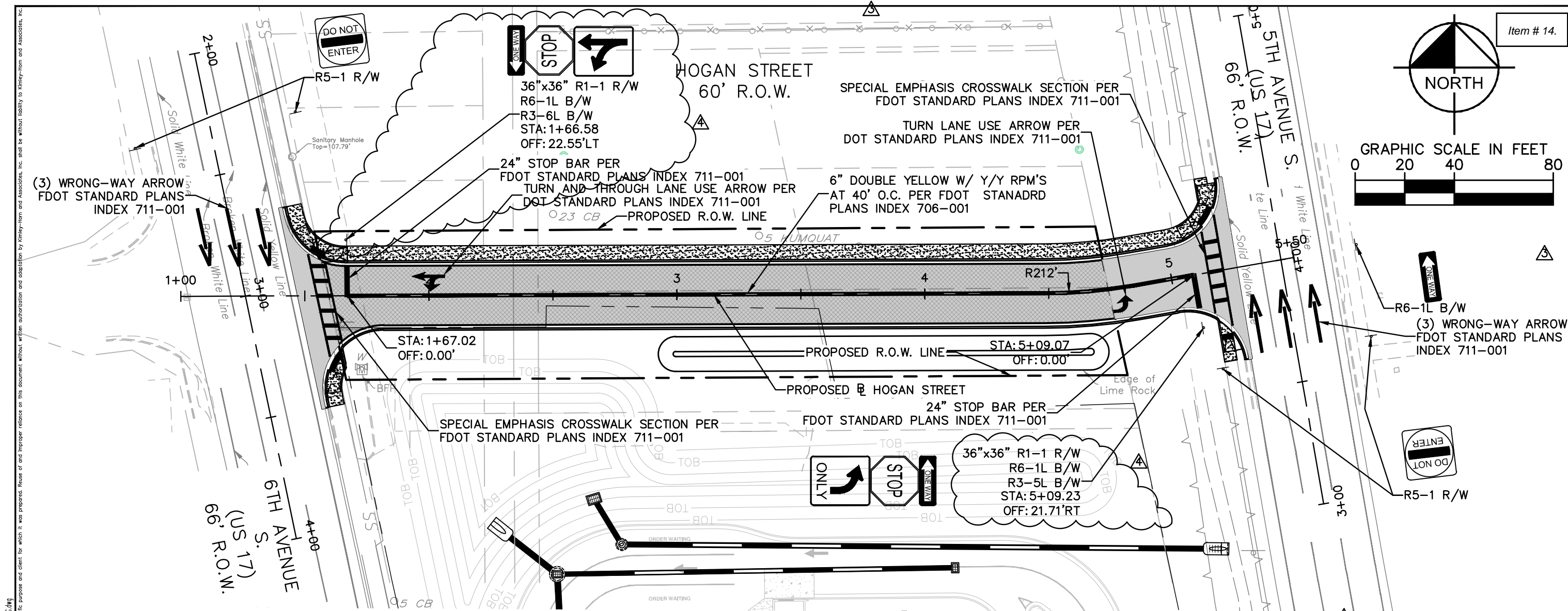
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CROSS SECTIONS (2)

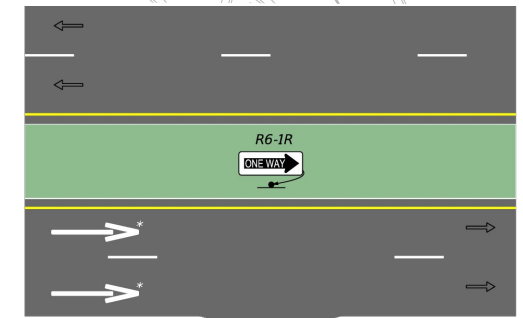
SHEET NUMBER
C-603
 392



Installation Details

- 1) R6-1 shall be placed on far side median or shoulder depending on facility type.
- 2) RIGHT TURN ARROW (FTP-034R-25) or LEFT TURN ARROW (FTP-034L-25) typically added by district driveway permit.
- 3) Mandatory Movement Lane Control (R3-5) sign must be added to side street.

* See FDM 230.4.4 for how often to place Wrong-Way arrows based on context classification.



Legend

→ Direction of travel
 → Wrong Way Arrow

NOT TO SCALE
 EXHIBIT 230-5

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- NOTES:**
1. REFERENCE FDOT STANDARD PLANS INDEX NO. 706-001 FOR TYPICAL PLACEMENT OF REFLECTIVE PAVEMENT MARKERS.
 2. REFERENCE FDOT STANDARD PLANS INDEX NO. 711-001 FOR TYPICAL PLACEMENT OF MARKING AND SIGNAGE.

CALL 2 WORKING DAYS BEFORE YOU DIG
 IT'S THE LAW! DIAL 811
 Know what's below. Call before you dig.
 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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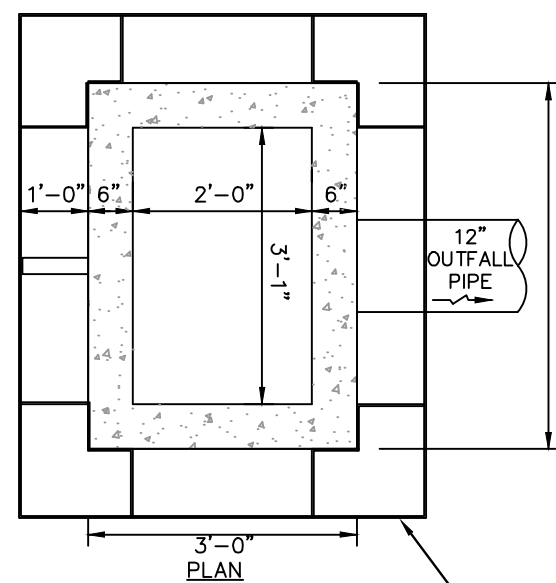
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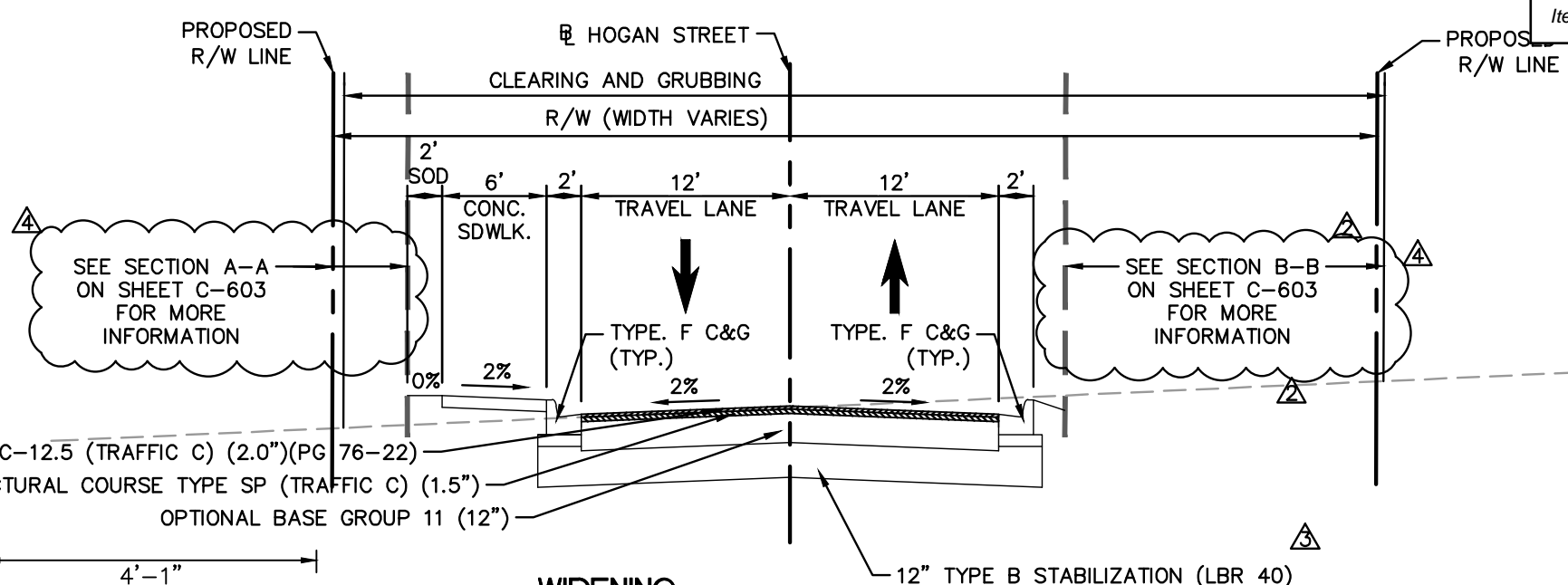
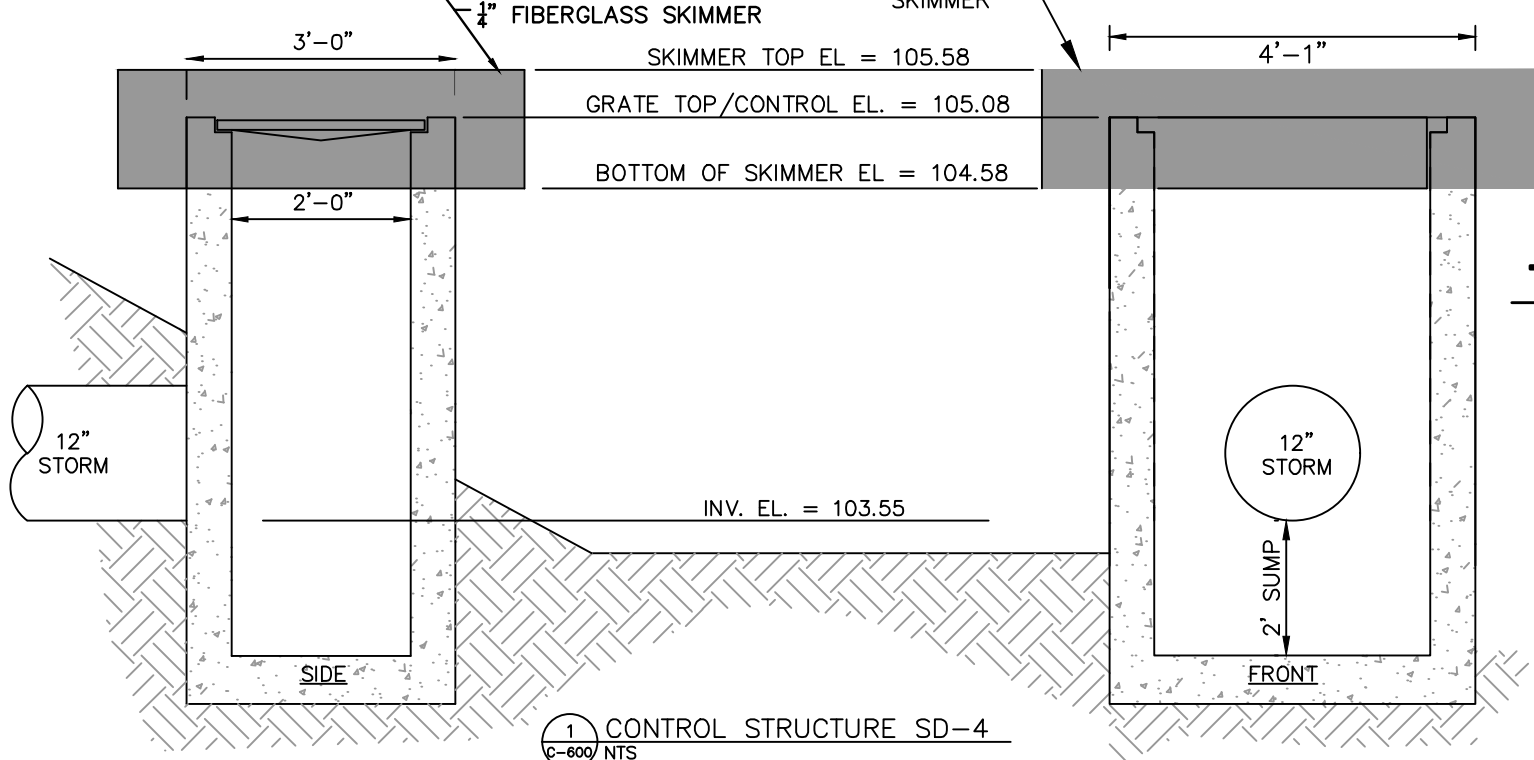
SIGNING AND STRIPING

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C-700
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NOTE:
 1. CONTRACTOR IS TO GRADE AROUND CONTROL STRUCTURE TO ALLOW FOR 6" MINIMUM BETWEEN BOTTOM OF SKIMMER AND SLOPE OR BOTTOM OF POND ON THE NORTH, SOUTH AND EAST SIDE.
 2. A CONCRETE PAD SHALL BE INSTALLED UNDER THE SKIMMER WHERE SEPARATION BETWEEN THE SKIMMER AND POND BOTTOM/BERM IS LESS THAN 12". THE CONCRETE PAD SHALL EXTEND FROM THE CONTROL STRUCTURE TO 12" BEYOND THE SKIMMER.

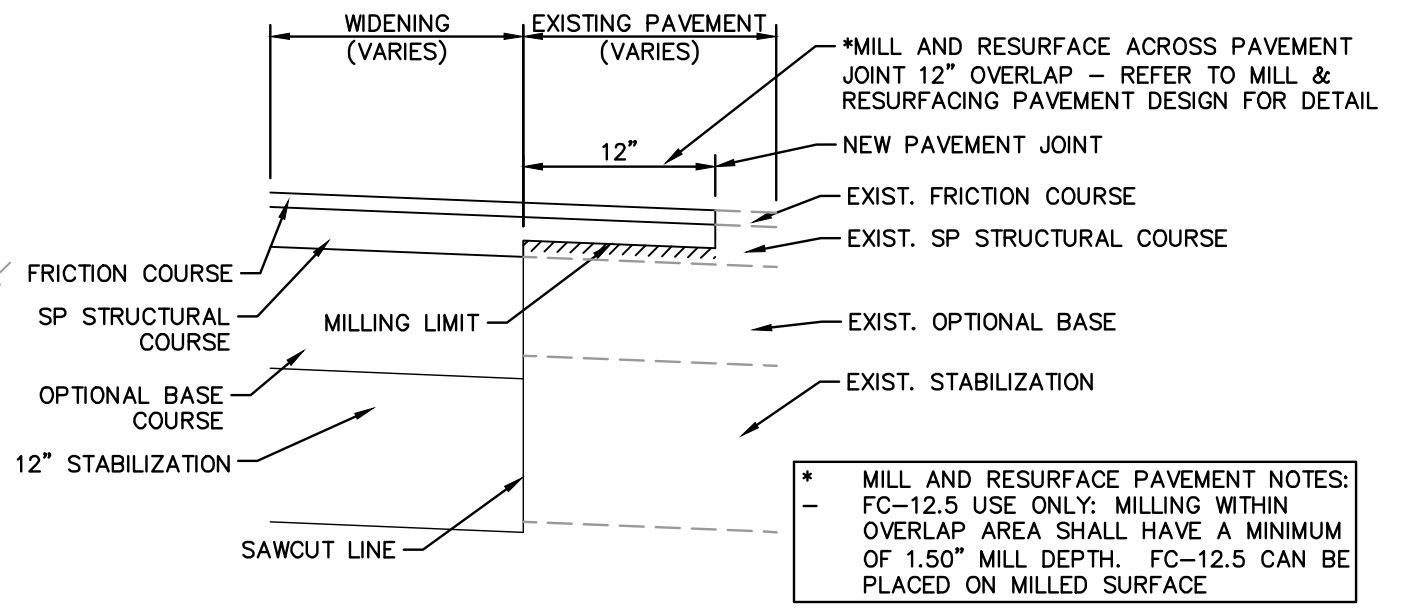


WIDENING

STABILIZED SUBGRADE: TYPE-B 12" STABILIZATION (LBR 40)
 BASE: OPTIONAL BASE GROUP 11
 STRUCTURAL COURSE: TYPE SP STRUCTURAL COURSE (TRAFFIC C)(1.5")
 FRICTION COURSE: FC-12.5 (TRAFFIC C)(2.0")(PG 76-22)

TYPICAL SECTION HOGAN STREET (WITHIN FDOT ROW LIMITS)

STA. 1+48.32 TO STA. 5+25.58
 (DESIGN SPEED 35 MPH)



* MILL AND RESURFACE PAVEMENT NOTES:
 - FC-12.5 USE ONLY: MILLING WITHIN OVERLAP AREA SHALL HAVE A MINIMUM OF 1.50" MILL DEPTH. FC-12.5 CAN BE PLACED ON MILLED SURFACE

3 SAWCUT DETAIL C-401 NTS



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**HOGAN STREET EXTENSION
 IMPROVEMENTS**

PREPARED FOR
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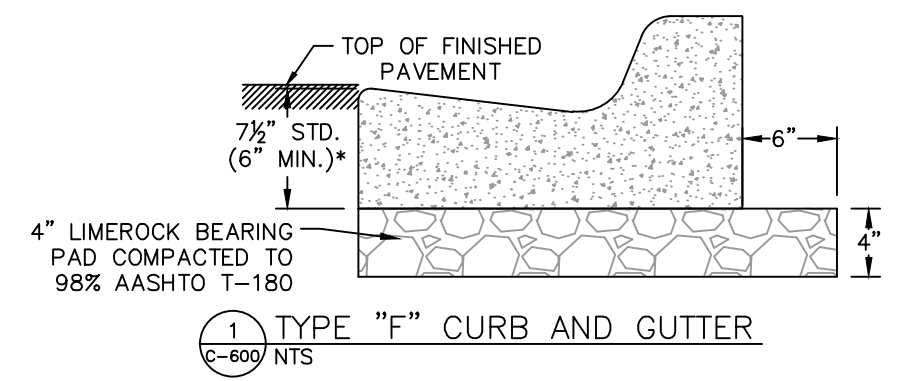
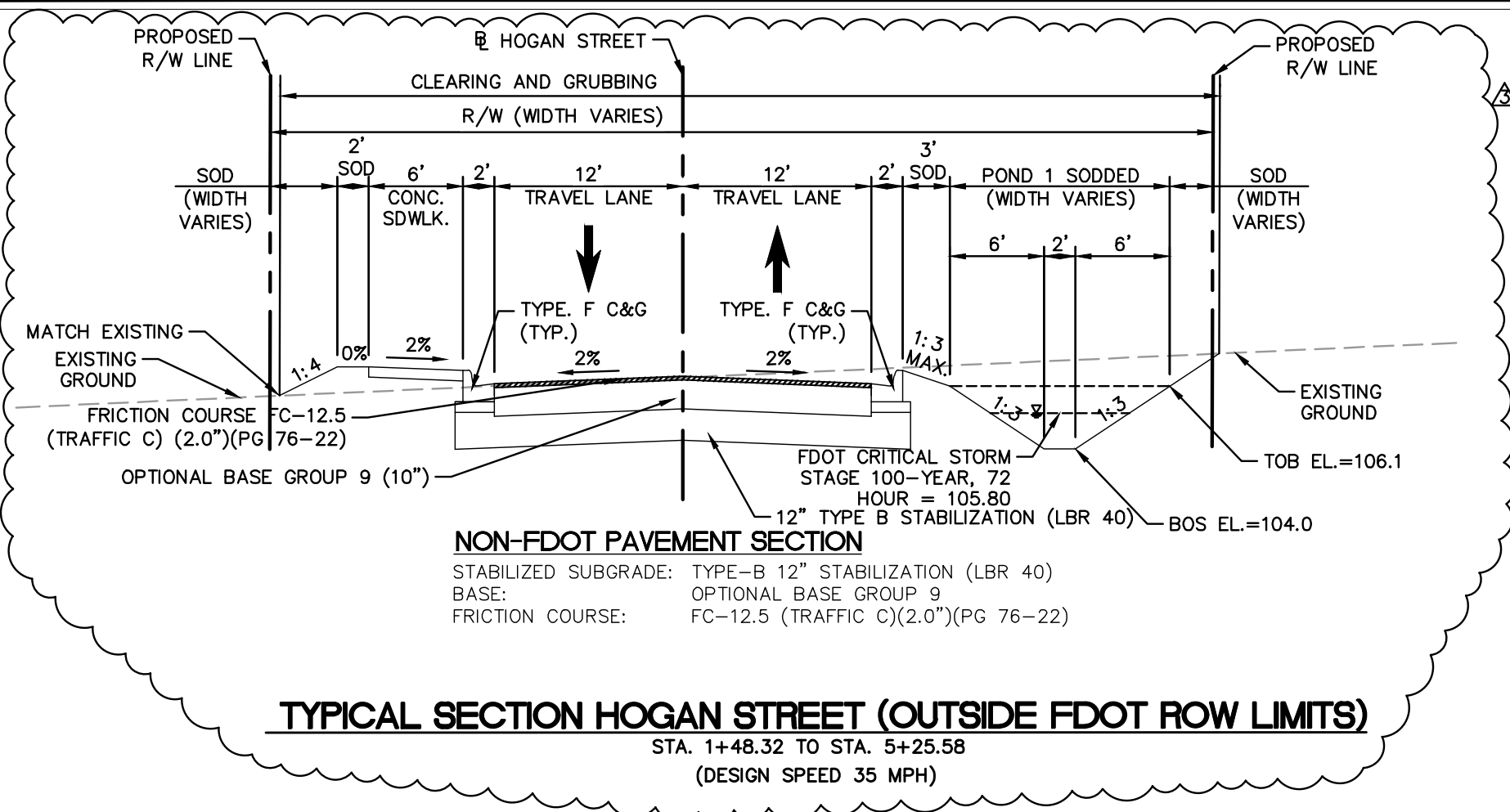
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SHEET NUMBER

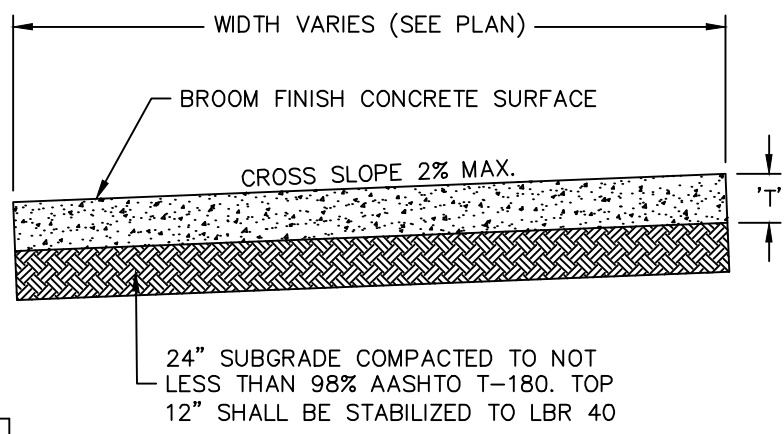
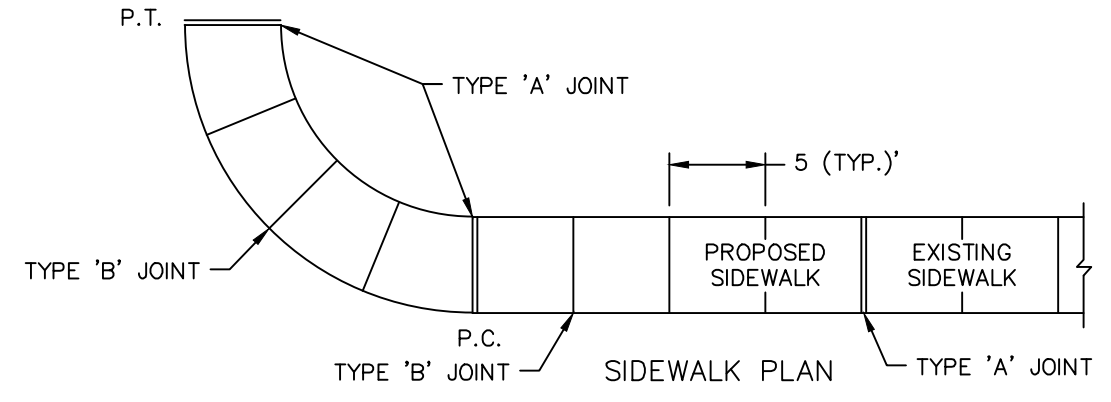
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394

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4	PER WMD COMMENTS	11/19/25	MSD

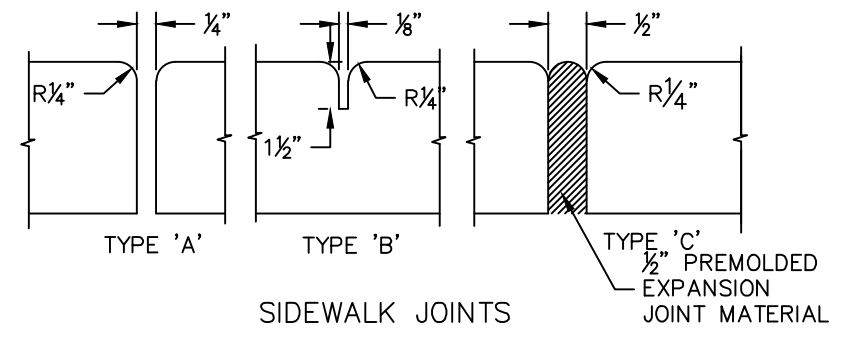


TYPICAL SECTION HOGAN STREET (OUTSIDE FDOT ROW LIMITS)
 STA. 1+48.32 TO STA. 5+25.58
 (DESIGN SPEED 35 MPH)



LOCATION	'T'
PEDESTRIAN ONLY AREAS	5"
VEHICULAR ACCESSIBLE AREAS	6"

NOTE:
 ALL SIDEWALK STREET CROSSINGS MUST MEET THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT (ADA) COMPLIANCE GUIDE. TRANSITIONS FROM RAMP TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.



TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.

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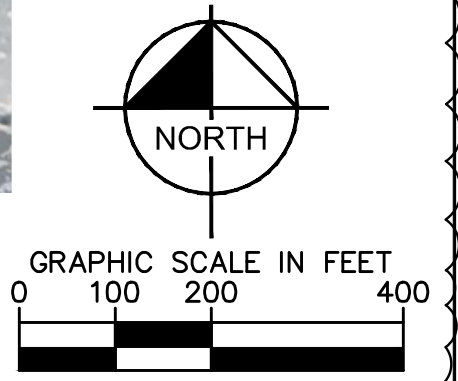
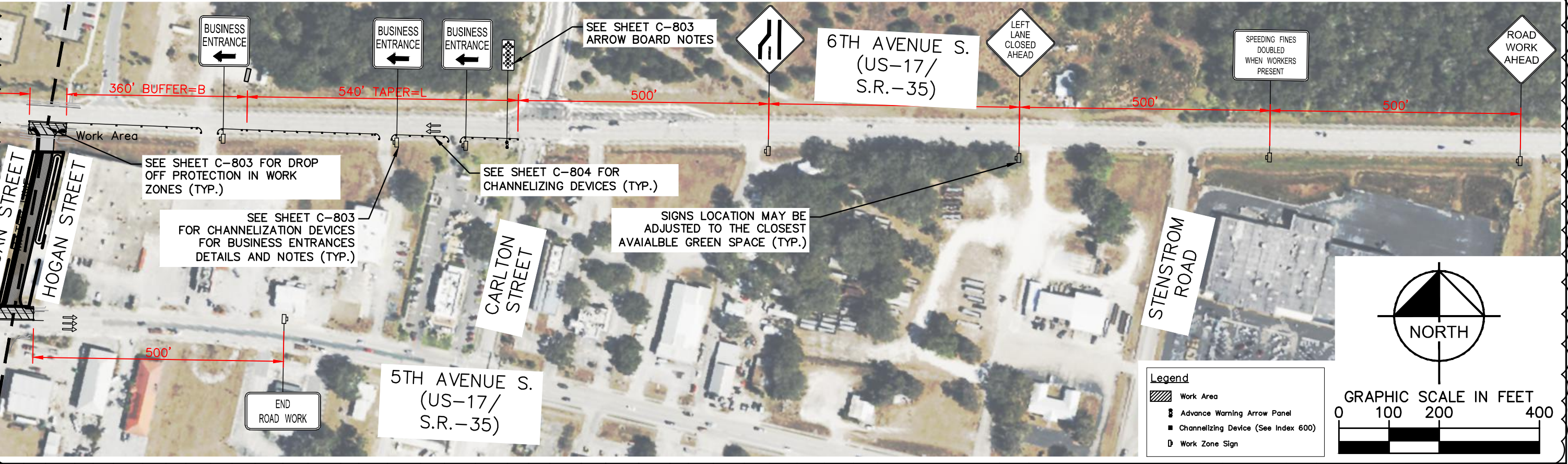
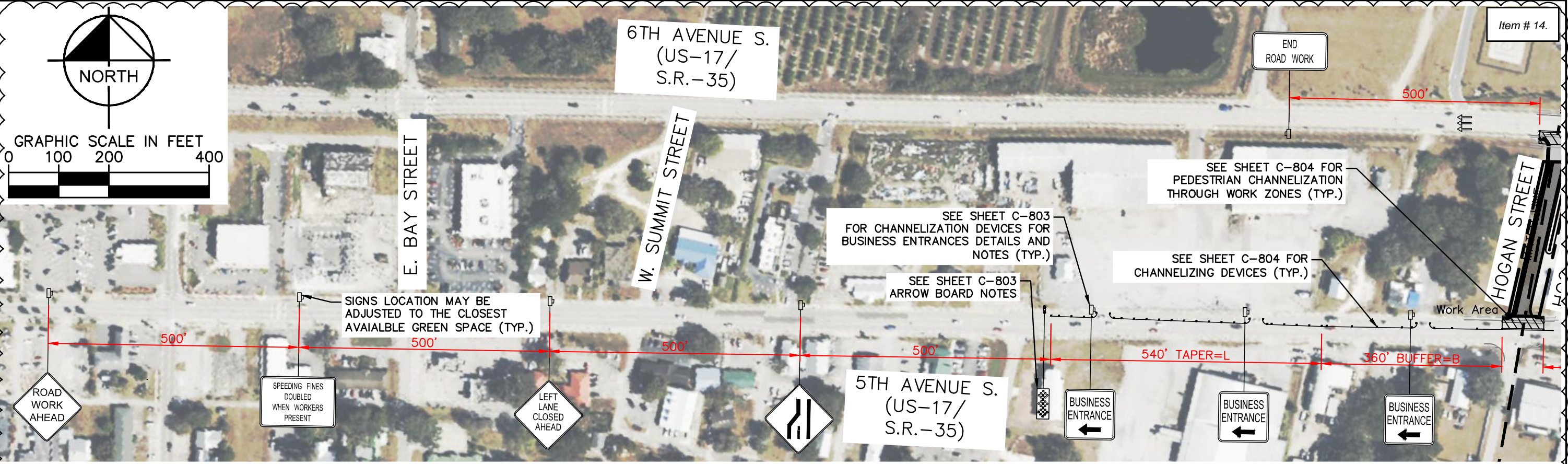
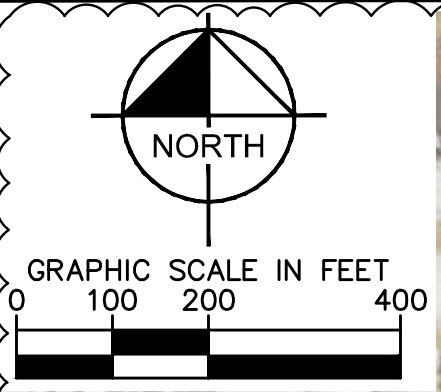
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3	PER WMD COMMENTS	11/19/25	MSD

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 109 S. KENTUCKY AVENUE, LAKELAND, FL 33801
 PHONE: 863-701-8702
 WWW.KIMLEY-HORN.COM
 REGISTRY NO. 35106

KHA PROJECT	046292037
DATE	SEPT 2025
SCALE	AS SHOWN
DESIGNED BY	MSD
DRAWN BY	KM
CHECKED BY	

HOGAN STREET EXTENSION IMPROVEMENTS
 PREPARED FOR
CITY OF WAUCHULA
 CITY OF WAUCHULA FLORIDA

TYPICAL SECTION AND DETAILS



Legend

- Work Area
- Advance Warning Arrow Panel
- Channelizing Device (See Index 600)
- Work Zone Sign

Plotted By: Davies, Mark
 April 01, 2026 09:17:25am
 K:\ok_civil\46292037 - Hogan Street Extension\CAD\plansheets\C-801 Temporary Traffic Control Plan.dwg
 User: mark.davies
 Plot Device: HP DesignJet T1100e
 Plot Date: 4/1/2026 9:17:25 AM
 Plot Time: 0.12

No.	REVISIONS	DATE	BY
3	PER FDOT COMMENTS	01/29/26	MSD

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PREPARED FOR
CITY OF WAUCHULA

CITY OF WAUCHULA FLORIDA

TEMPORARY TRAFFIC CONTROL PLAN

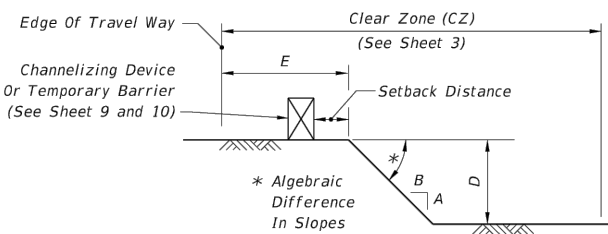
SHEET NUMBER

C-802

396

DROP-OFF CONDITION NOTES

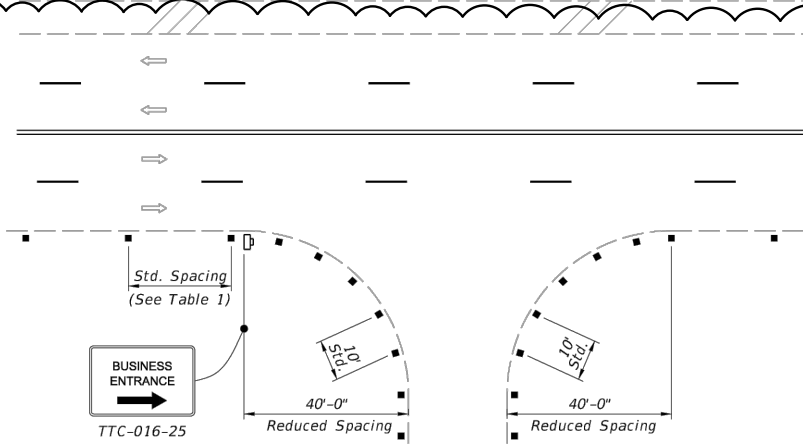
1. These conditions and treatments can be applied only in work areas that fall within a properly signed work zone.
2. When drop-offs occur within the clear zone due to construction or maintenance activities, protection devices are required (See Table 8). A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 3" with slope (A:B) steeper than 1:4. In superelevated sections, the algebraic difference in slopes should not exceed 0.25 (See Drop-off Condition Detail).
3. Drop-offs may be mitigated by placement of slopes with optional base material per Specifications Section 285. Slopes shallower than 1:4 may be required to avoid algebraic difference in slopes greater than 0.25. Include the cost for the placement and removal of the material in Maintenance of Traffic, LS. Use of this treatment in lieu of a temporary barrier is not eligible for CSIP consideration. Conduct daily inspections for deficiencies related to erosion, excessive slopes, rutting or other adverse conditions. Repair any deficiencies immediately.
4. For Setback Distance, refer to the Index or Approved Products List (APL) drawing of the selected barrier.
5. For Conditions 1 and 3 provided in Table 8, any drop-off condition that is created and restored within the same work period will not be subject to use of temporary barriers; however, channelizing devices will be required.
6. When permanent curb heights are $\geq 6"$, no channelizing device will be required. For curb heights $< 6"$, see Table 8.



DROP-OFF CONDITION DETAIL

Condition	E (ft)	D (in.)	Device Required
1	0-12	> 3	Temporary Barrier
2	> 12-CZ	> 3 to ≤ 5	Channelizing Device
3	0-CZ	> 5	Temporary Barrier
4	Removal of Bridge or Retaining Wall Barrier		Temporary Barrier
5	Removal of portions of Bridge Deck		Temporary Barrier

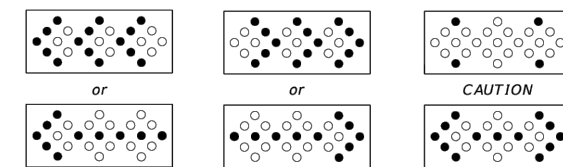
1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (TTC-011A-25) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.



NOTES:

1. For single business entrances, place one 24" x 36" BUSINESS ENTRANCE sign (TTC-016-25) showing the specific business name for each affected driveway entrance. Logos may be provided by business owners. Standard BUSINESS ENTRANCE sign (TTC-016-25) may be used when approved by the Engineer.
2. When several businesses share a common driveway entrance, place one 24" x 36" standard BUSINESS ENTRANCE sign (TTC-016-25) in accordance with Index 700-102 at the common driveway entrance.
3. Channelizing devices shall be placed at a reduced spacing on each side of the driveway entrance, but shall not restrict sight distance for the driveway users.
4. Business entrance signs are intended to guide motorist to business entrances moved/modified or disturbed during construction projects. Business entrance signs are not required where there is minimal disruption to business driveways which is often the case with resurfacing type projects.

BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES PLACEMENT AT BUSINESS ENTRANCE



- Minimum Required Lamps
○ Additional Lamps Allowed
- MODES**

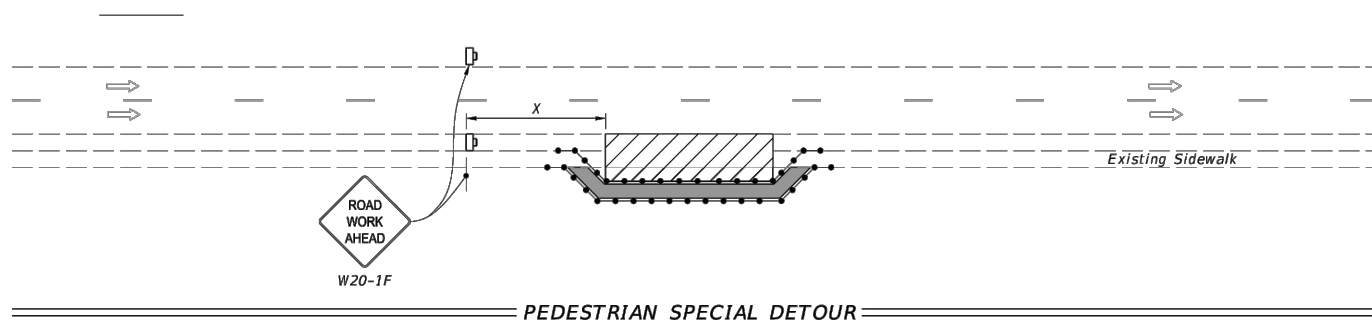
NOTES:

- An arrow board in the arrow or chevron mode shall be used only for stationary or moving lane closures on multilane roadways.
- For shoulder work, blocking the shoulder, for roadside work near the shoulder, or for temporarily closing one lane on a two-lane, two-way roadway, an arrow board shall be used only in the caution mode.
- A single arrow board shall not be used to merge traffic laterally more than one lane. When arrow boards are used to close multiple lanes, a single board shall be used at the merging taper for each closed lane.
- When Advance Warning Arrow Boards are used at night, the intensity of the flashers shall be reduced during darkness when lower intensities are desirable.

ADVANCE WARNING ARROW BOARDS

PEDESTRIAN WAY DROP-OFF CONDITION NOTES

1. A pedestrian way drop-off is defined as:
 - a. a drop in elevation greater than 10" that is closer than 2' from the edge of the pedestrian way
 - b. a slope steeper than 1:2 that begins closer than 2' from the edge of the pedestrian way when the total drop-off is greater than 60"
2. Protect any drop-off adjacent to a pedestrian way with pedestrian longitudinal channelizing devices, temporary barrier wall, or approved handrail.



SYMBOLS:

- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic

Plotted By: Davies, Mark, April 01, 2026 09:17:42am, K:\ok.civil\46292037 - Hogan Street Extension\CAD\plansheets\C-400 EROSION AND SEDIMENTATION CONTROL.dwg, This document together with the comments and notes prepared hereon, is intended only for the specific purpose and client for which it was prepared. Reuse of and improvement, reproduction or modification of this document without written authorization and consent by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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3	PER FDOT COMMENTS	01/29/26	MSD

Kimley-Horn

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REGISTRY NO. 35106

KHA PROJECT 046292037
DATE SEPT 2025
SCALE AS SHOWN
DESIGNED BY MSD
DRAWN BY KM
CHECKED BY

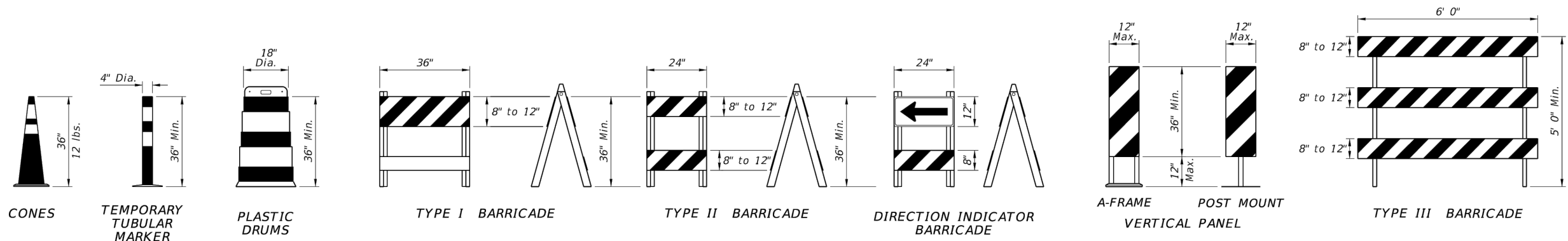
**HOGAN STREET EXTENSION
IMPROVEMENTS**

PREPARED FOR
CITY OF WAUCHULA

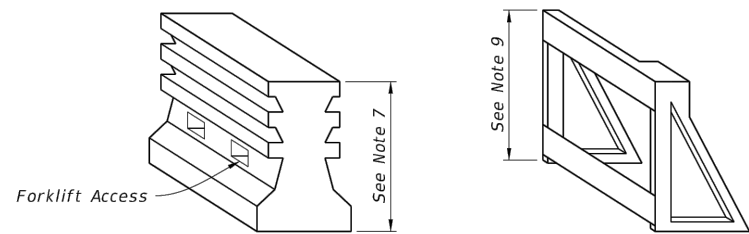
CITY OF WAUCHULA FLORIDA

SELECT FDOT INDICES

SHEET NUMBER
C-202
397



CHANNELIZING DEVICES



PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES

CHANNELIZING DEVICE NOTES:

- The details shown on this sheet are for the following purposes:
 - For ease of identification and
 - To provide information that supplements or supersedes that provided by the MUTCD.
- The Type III Barricade shall have a unit length of 6'-0" only. When barricades of greater lengths are required those lengths shall be in multiples of the 6'-0" unit.
- No sign panel should be mounted on any channelizing device unless the channelizing device/sign combination was found to be crashworthy and the sign panel is mounted in accordance with the vendor drawing for the channelizing device shown on the Approved Products List (APL).
- Ballast shall not be placed on top rails or any striped rails or higher than 13" above the driving surface.
- The direction indicator barricade may be used in tapers and transitions where specific directional guidance to drivers is necessary. If used, direction indicator barricades shall be used in series to direct the driver through the transition and into the intended travel lane.
- The splicing of sheeting is not permitted on channelizing devices or MOT signs.
- For rails less than 3'-0" long, 4" stripes shall be used.
- Cones shall:
 - Be used only in active work zones where workers are present.
 - Be reflectorized as per the MUTCD with Department-approved reflective collars when used at night.
- For pedestrian longitudinal channelizing devices, the device shall have a minimum of 8" continuous detectable edging above the walkway. A gap not exceeding a height of 2" is allowed to facilitate drainage. The top surface of the device shall be a minimum height of 32" and have a 1/8" or less difference in any plane at all connection points between the devices to facilitate hand trailing. The bottom and the top surface of the device shall be in the same vertical plane. If pedestrian drop-off protection is required, the device shall have a footprint or offset of at least 2', otherwise the device must be at least 42" in height above the walkway and be anchored or ballasted to withstand a 200 lb lateral point load at the top of the device.

Plotted By: Davies, Mark, April 01, 2026 09:17:49am, K:\ok_civil\146292037 - Hogan Street Extension\CAD\plansheets\C-400 EROSION AND SEDIMENTATION CONTROL.dwg, This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and signature by KIMLEY-HORN AND ASSOCIATES, INC. shall be without liability to KIMLEY-HORN AND ASSOCIATES, INC.

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KHA PROJECT	046292037
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CHECKED BY	

HOGAN STREET EXTENSION IMPROVEMENTS
 PREPARED FOR
CITY OF WAUCHULA
 CITY OF WAUCHULA FLORIDA

SHEET NUMBER
SELECT FDOT INDICES
C-204
 398



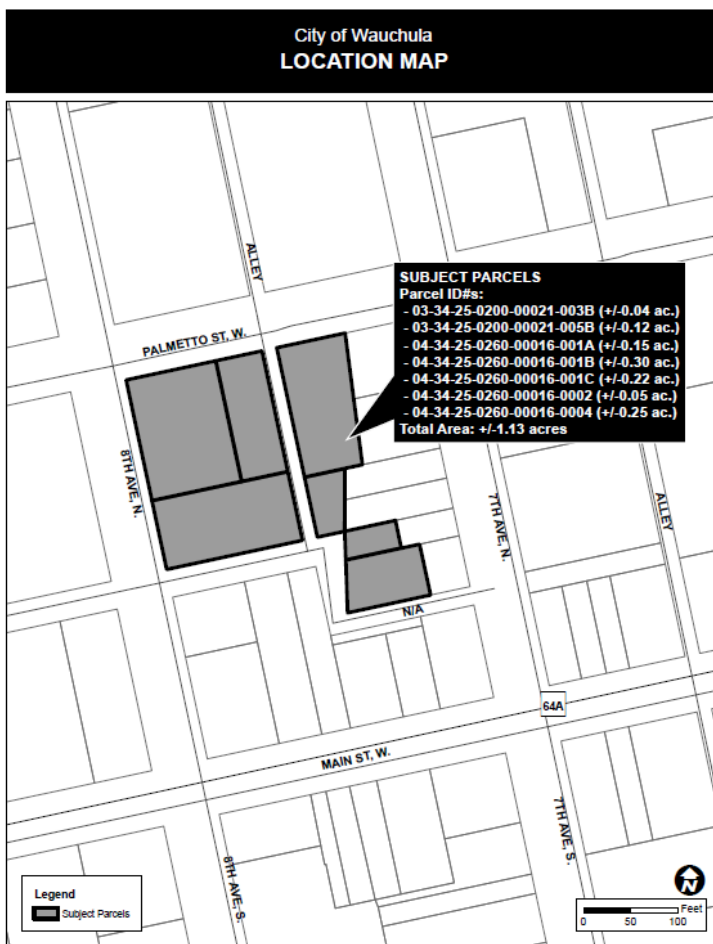
CITY OF WAUCHULA PRELIMINARY PLAT STAFF REPORT

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:

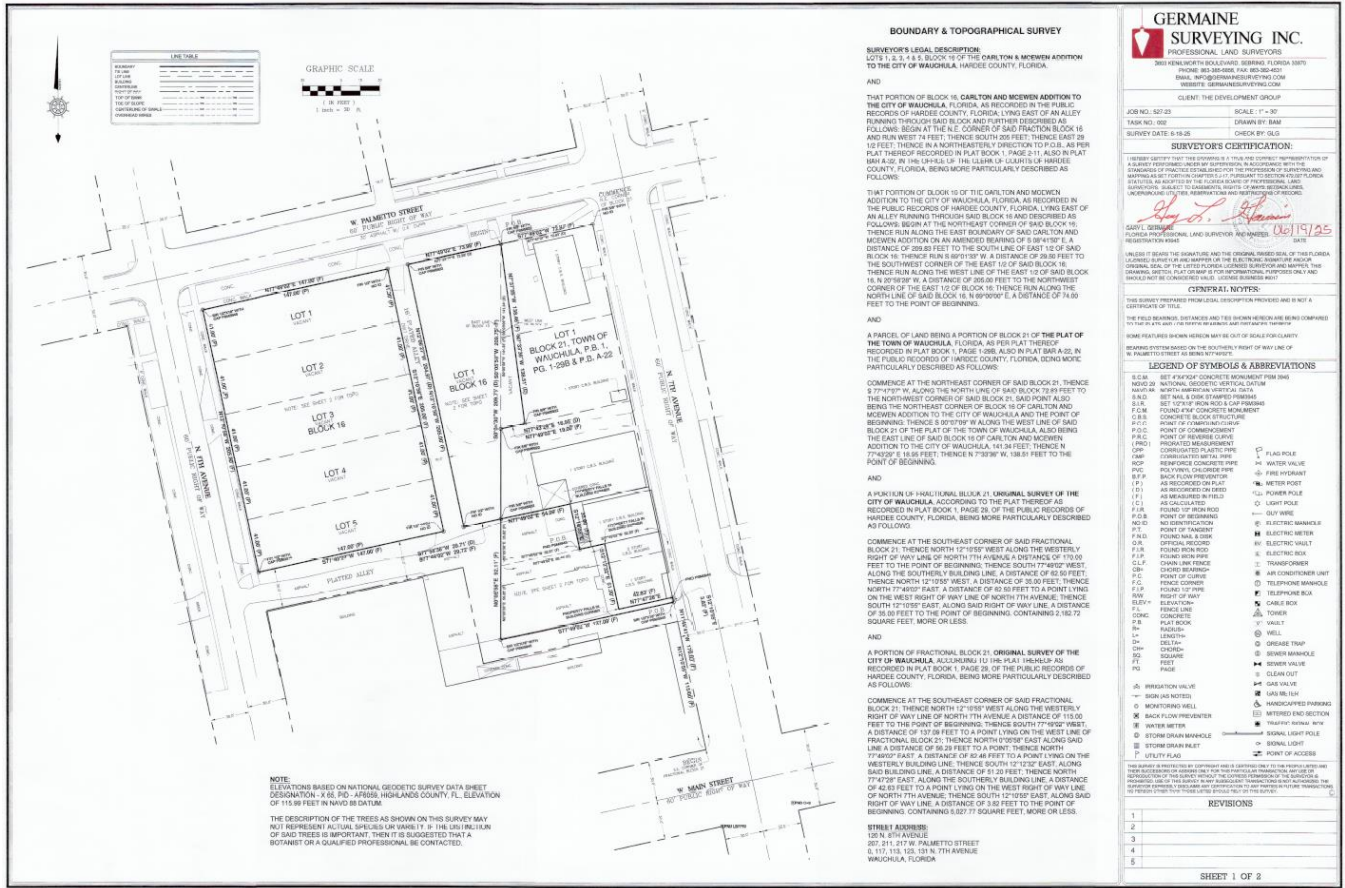
At their March 16, 2026 Meeting, the Planning and Zoning Board voted to approve the Preliminary Subdivision Plat for the proposed Gardens at Midtown Project for a public parking lot and townhomes

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.



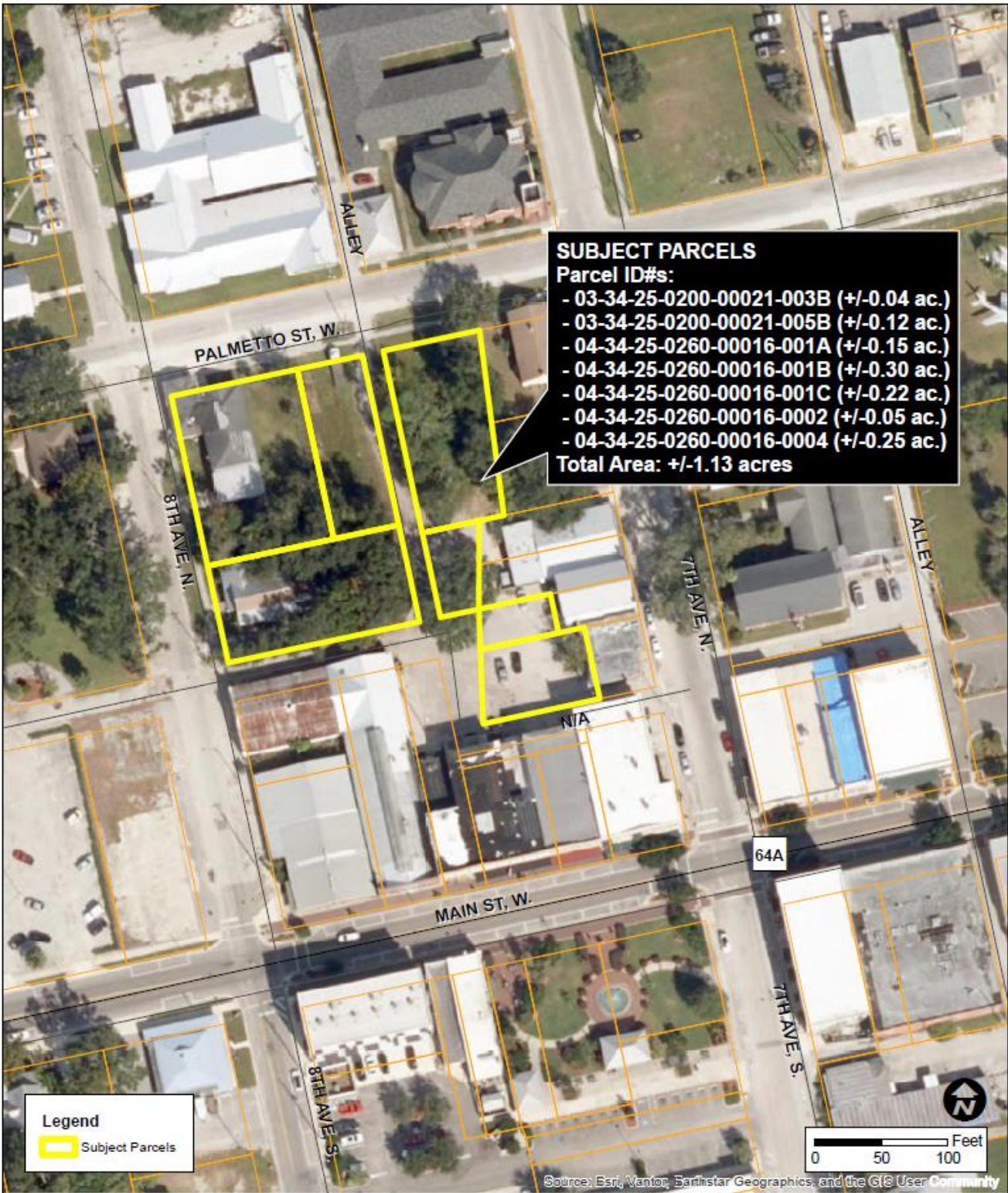
ANALYSIS

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.

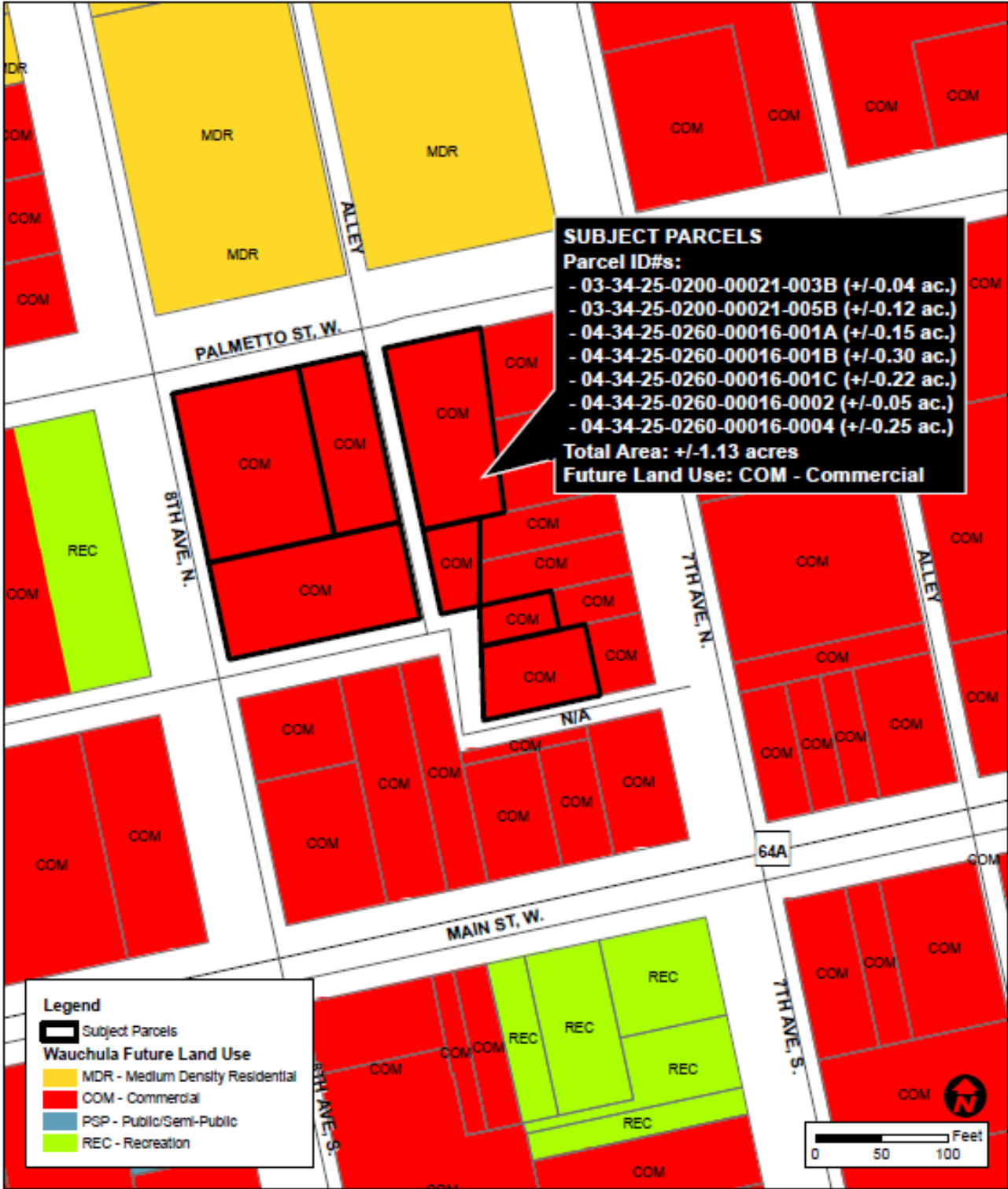
Category/Use	AG	FR	R-1A	R-1	R-2	R-3	R-4	P-1	HC-1	C-1	C-2	I	P/SP	CON
Single-Family														
Single-family, std. construction and modular	P	P	P	P	P	P	P	P	S	S	S			S
Single-family, manufactured home (mobile home)	P	P					PC							S
Manufactured Home Subdivision							PC							
Mobile Home Park							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.

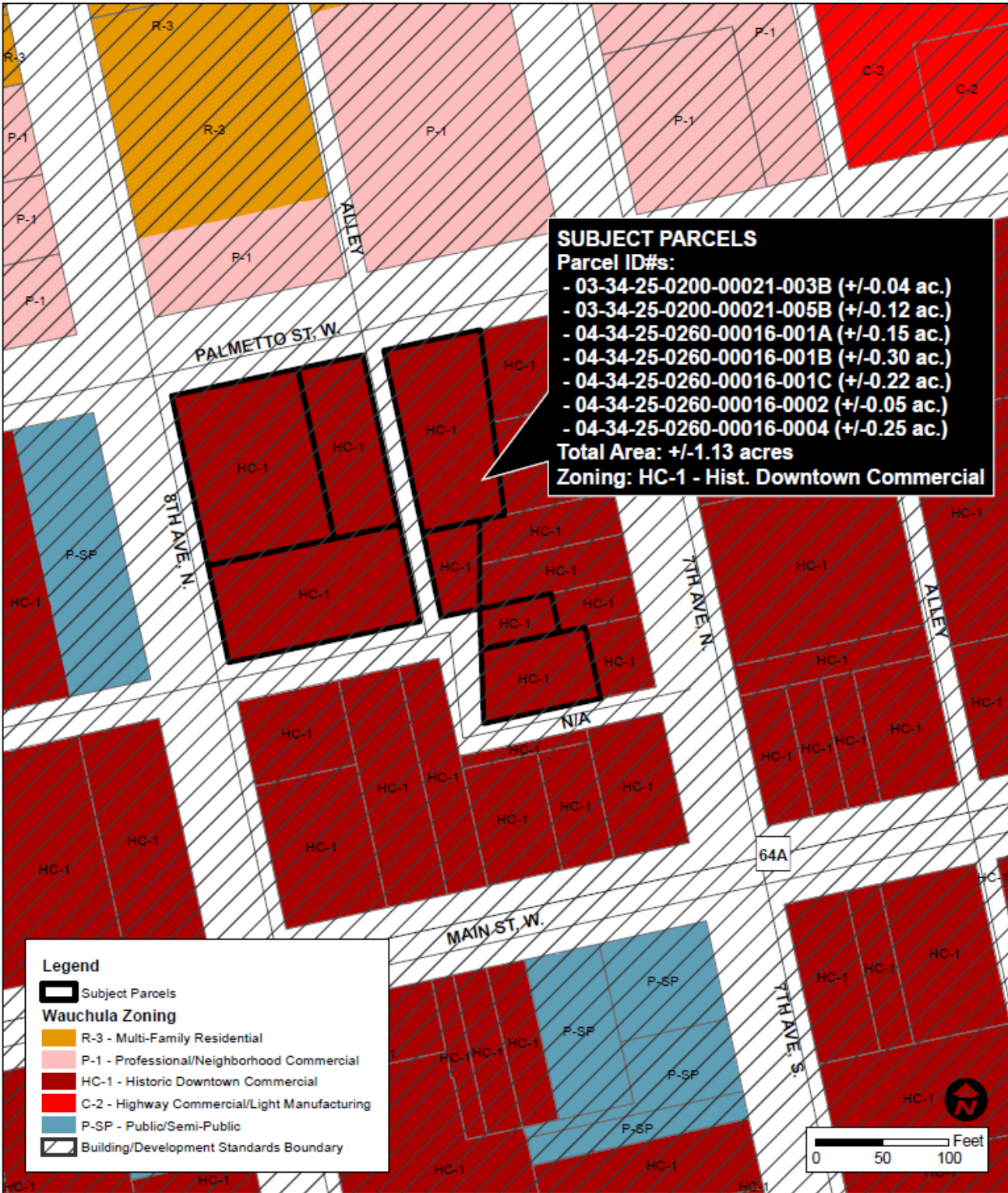
City of Wauchula AERIAL PHOTO MAP



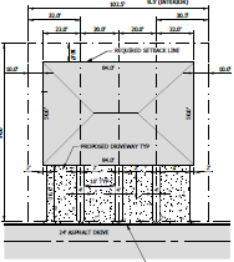
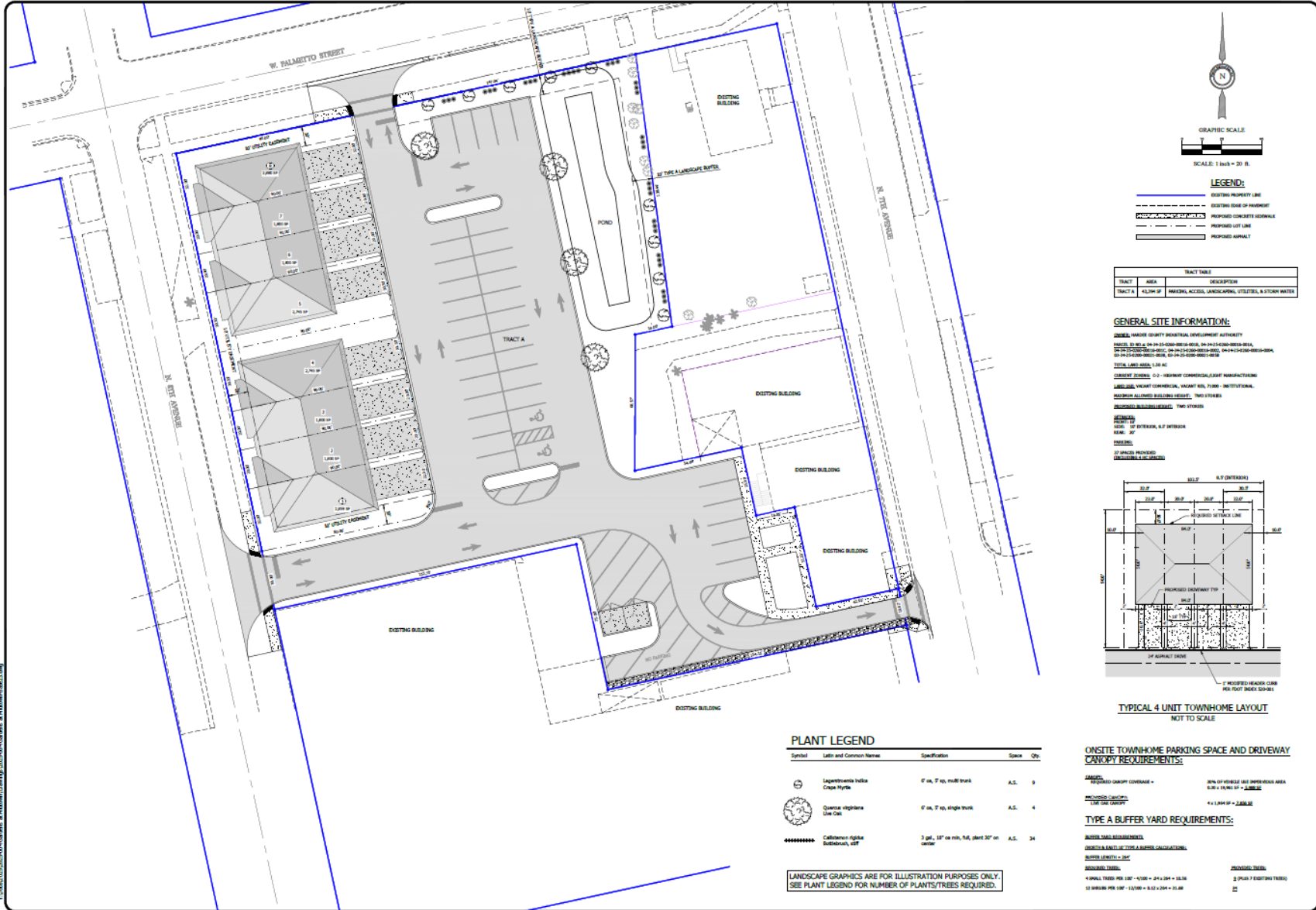
City of Wauchula FUTURE LAND USE MAP



City of Wauchula ZONING MAP



PRELIMINARY PLAT



PLANT LEGEND

Symbol	Latin and Common Name	Specification	Size	Qty
⊙	Lagotis indica Cape Hyssop	1" cal, 7' tall, multi trunk	A.S.	9
⊙	Quercus virginiana Live Oak	1" cal, 7' tall, single trunk	A.S.	4
⊙	Callitriche rigida Sedgemoor, off	2 gal, 18" in cal, 18, plant 20" in center	A.S.	24

LANDSCAPE GRAPHICS ARE FOR ILLUSTRATION PURPOSES ONLY. SEE PLANT LEGEND FOR NUMBER OF PLANTS/TREES REQUIRED.

ONSITE TOWNHOME PARKING SPACE AND DRIVEWAY CANOPY REQUIREMENTS:

REQUIRED CANOPY COVERAGE: 50% OF REQUIRED ON-PARKING AREA
 50% x 14,000 SF = 7,000 SF

PROVIDED CANOPY: 4 x 1,000 SF = 4,000 SF

TYPE A BUFFER YARD REQUIREMENTS:

MINIMUM BUFFER REQUIREMENTS:
 BUFFER WIDTH: 10 FT
 BUFFER LENGTH: 10 FT

REQUIREMENTS:
 1. BUFFER SHALL BE 10 FT WIDE AND 10 FT LONG
 2. BUFFER SHALL BE 10 FT WIDE AND 10 FT LONG
 3. BUFFER SHALL BE 10 FT WIDE AND 10 FT LONG

PRELIMINARY PLAT

HUNTER ENGINEERING

4000 Dundee Road
 Winter Haven, FL 33884
 Telephone: 888-576-7770
 Fax: 888-576-5181
 C.A. #E284

Prepared For
THE DEVELOPMENT GROUP
 10750 Lake Shore
 West Lake, FL 32837
 Telephone: 407-770-9000

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

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

PLANNING AND ZONING BOARD
 CITY OF WINTER HAVEN, FLORIDA

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

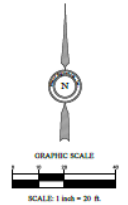
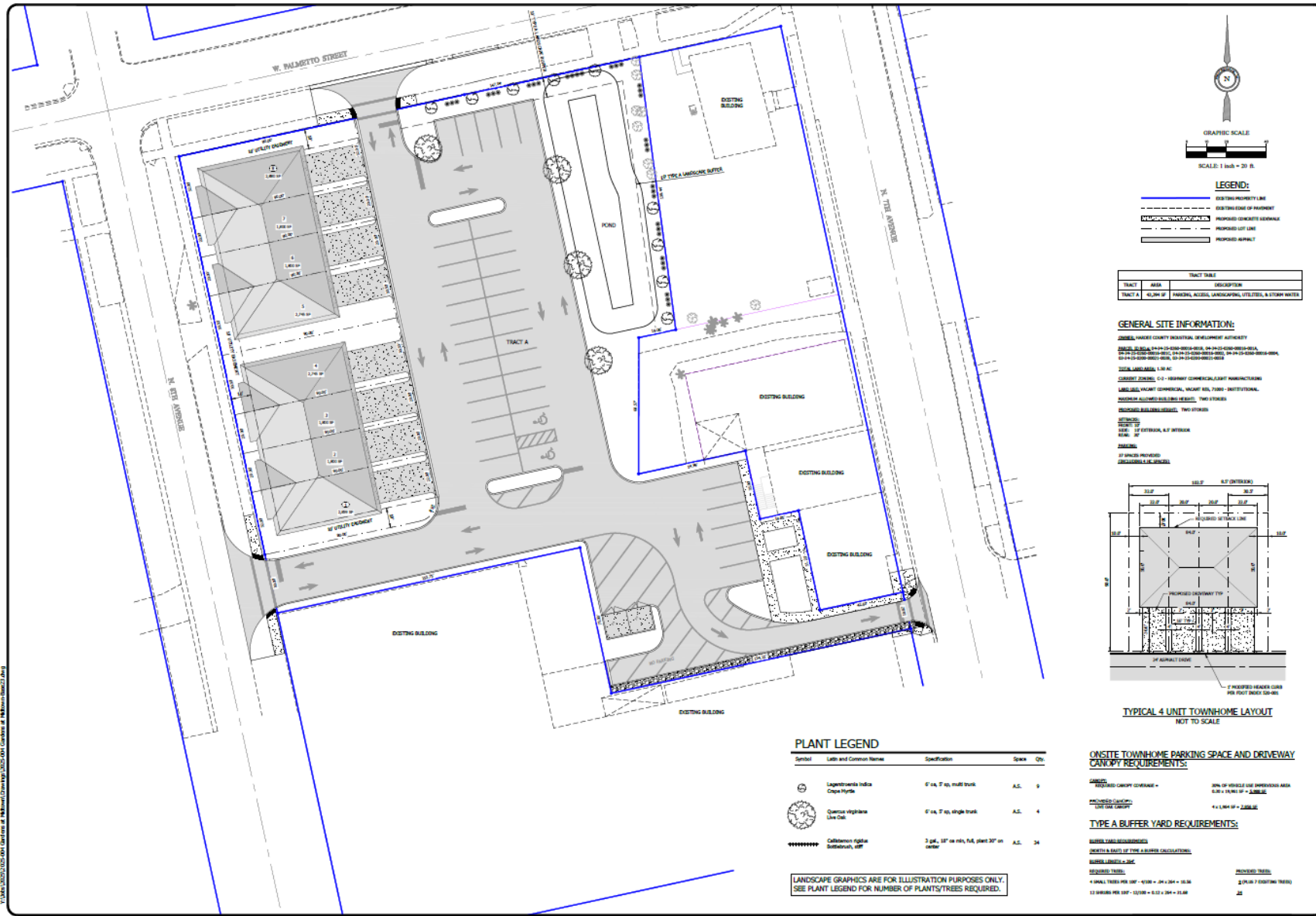
Telephone: 863.773.3030



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





LEGEND:

- EXISTING PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED LOT LINE
- PROPOSED ASPHALT

TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT A	ACROSS	PARKING, ACCESS, LANDSCAPE, UTILITIES, & STREAM WATER

GENERAL SITE INFORMATION:

JOB: HAVES COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

DATE: 01/20/2024

PROJECT: 24-12-000-0000-0000, 24-12-000-0000-0000, 24-12-000-0000-0000, 24-12-000-0000-0000, 24-12-000-0000-0000

TITLE: LANDSCAPE PLAN

CLIENT: HAVES COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

USE: COMMERCIAL, INDUSTRIAL, OFFICE, BUSINESS, INSTITUTIONAL

MAXIMUM ALLOWED GROUND COVER: TWO STORES

PROPOSED BUILDING FOOTPRINT: TWO STORES

PROPOSED DRIVEWAY: 10 FT WIDE

PROPOSED SIDEWALK: 4 FT WIDE

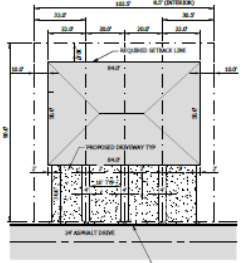
PROPOSED ASPHALT: 10 FT WIDE

PROPOSED PAVEMENT: 10 FT WIDE

PROPOSED SIDEWALK: 4 FT WIDE

PROPOSED ASPHALT: 10 FT WIDE

PROPOSED PAVEMENT: 10 FT WIDE



TYPICAL 4 UNIT TOWNHOME LAYOUT
NOT TO SCALE

PLANT LEGEND

Symbol	Latin and Common Name	Size/Plant	Spec	Qty
	Lagerströmia indica Dwarf Hydrangea	6" dia, 7' ht, multi trunk	A.S.	9
	Quercus virginiana Live Oak	6" dia, 7' ht, single trunk	A.S.	4
	Calliandra rigida Sedona, 08"	2 gal, 18" dia pots, 1/4" plant 30" on center	A.S.	24

LANDSCAPE GRAPHICS ARE FOR ILLUSTRATION PURPOSES ONLY.
SEE PLANT LEGEND FOR NUMBER OF PLANTS/TREES REQUIRED.

ONSITE TOWNHOME PARKING SPACE AND DRIVEWAY CANOPY REQUIREMENTS:

PROPOSED CANOPY COVERAGE: 4%
MINIMUM CANOPY COVERAGE: 4%
PROPOSED CANOPY: 4%
MINIMUM CANOPY: 4%

TYPE A BUFFER YARD REQUIREMENTS:

MINIMUM BUFFER YARD REQUIREMENTS:
MINIMUM BUFFER YARD: 10 FT
MINIMUM BUFFER YARD: 10 FT
MINIMUM BUFFER YARD: 10 FT

PRELIMINARY PLAN

HUNTER ENGINEERING

4900 Douglas Road
Winters/Haves, R. 13884
Telephone: 866-936-7770
Facsimile: 866-936-0881
C.A. 95874

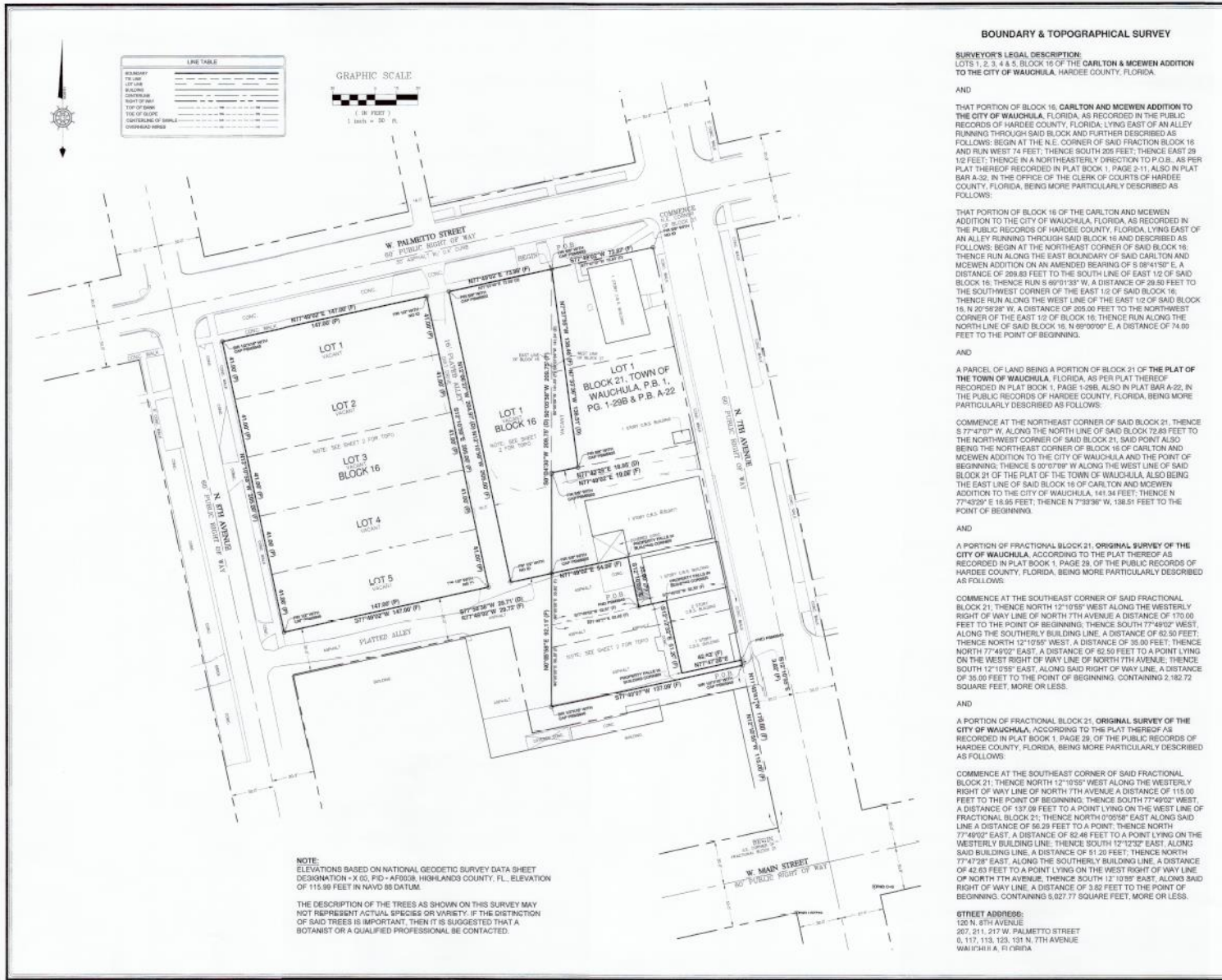
Prepared For: THE DEVELOPMENT GROUP
1977 Main Street
Winters, CA 95874
Telephone: 916.773.0000

Preliminary Subdivision Plan
for The
**Gardens at Midtown
Parking Lot Improvements**
Winters, CA

Date: February 15, 2024
Project No.: 2023-004

C1

C:\Users\jdoyle\OneDrive\Documents\Gardens at Midtown\2024\2024-02-15\2024-02-15.dwg



BOUNDARY & TOPOGRAPHICAL SURVEY

SURVEYOR'S LEGAL DESCRIPTION:
 LOTS 1, 2, 3, 4 & 5, BLOCK 16 OF THE CARLTON & MCEWEN ADDITION TO THE CITY OF WAUCHULA, HARDEE COUNTY, FLORIDA.

AND
 THAT PORTION OF BLOCK 16, CARLTON AND MCEWEN ADDITION TO THE CITY OF WAUCHULA, FLORIDA, AS RECORDED IN THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, LYING EAST OF AN ALLEY RUNNING THROUGH SAID BLOCK AND FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE N.E. CORNER OF SAID FRACTION BLOCK 16 AND RUN WEST 74 FEET; THENCE SOUTH 205 FEET; THENCE EAST 29 1/2 FEET; THENCE IN A NORTHEASTERLY DIRECTION TO P.O.B., AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 2-11; ALSO IN PLAT BAR A-20, IN THE OFFICE OF THE CLERK OF COURTS OF HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 16 OF THE CARLTON AND MCEWEN ADDITION TO THE CITY OF WAUCHULA, FLORIDA, AS RECORDED IN THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, LYING EAST OF AN ALLEY RUNNING THROUGH SAID BLOCK 16 AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID BLOCK 16; THENCE RUN ALONG THE EAST BOUNDARY OF SAID CARLTON AND MCEWEN ADDITION ON AN AMENDED BEARING OF S 08°41'52" E, A DISTANCE OF 289.83 FEET TO THE SOUTH LINE OF EAST 1/2 OF SAID BLOCK 16; THENCE RUN S 89°31' W, A DISTANCE OF 28.50 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID BLOCK 16; THENCE RUN ALONG THE WEST LINE OF THE EAST 1/2 OF SAID BLOCK 16, N 20°58'00" W, A DISTANCE OF 205.00 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID BLOCK 16; THENCE RUN ALONG THE NORTH LINE OF SAID BLOCK 16, N 89°00'00" E, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING.

AND
 A PARCEL OF LAND BEING A PORTION OF BLOCK 21 OF THE PLAT OF THE TOWN OF WAUCHULA, FLORIDA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 1-286; ALSO IN PLAT BAR A-22, IN THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID BLOCK 21, THENCE S 77°47'07" W, ALONG THE NORTH LINE OF SAID BLOCK 21, 82.83 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 21; SAID POINT ALSO BEING THE NORTHEAST CORNER OF BLOCK 16 OF CARLTON AND MCEWEN ADDITION TO THE CITY OF WAUCHULA AND THE POINT OF BEGINNING, THENCE S 87°07'19" W, ALONG THE WEST LINE OF SAID BLOCK 21 OF THE PLAT OF THE TOWN OF WAUCHULA, ALSO BEING THE EAST LINE OF SAID BLOCK 16 OF CARLTON AND MCEWEN ADDITION TO THE CITY OF WAUCHULA, 141.34 FEET; THENCE N 77°43'29" E 16.85 FEET; THENCE N 73°20'36" W, 138.51 FEET TO THE POINT OF BEGINNING.

AND
 A PORTION OF FRACTIONAL BLOCK 21, ORIGINAL SURVEY OF THE CITY OF WAUCHULA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 28, OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID FRACTIONAL BLOCK 21, THENCE NORTH 12°10'55" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF NORTH 7TH AVENUE, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°49'02" WEST, ALONG THE SOUTHERLY BUILDING LINE, A DISTANCE OF 62.50 FEET; THENCE NORTH 12°10'55" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 77°49'02" EAST, A DISTANCE OF 62.50 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF NORTH 7TH AVENUE; THENCE SOUTH 12°10'55" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,182.72 SQUARE FEET, MORE OR LESS.

AND
 A PORTION OF FRACTIONAL BLOCK 21, ORIGINAL SURVEY OF THE CITY OF WAUCHULA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 28, OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID FRACTIONAL BLOCK 21, THENCE NORTH 12°10'55" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF NORTH 7TH AVENUE, A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 77°49'02" WEST, A DISTANCE OF 137.00 FEET TO A POINT LYING ON THE WEST LINE OF FRACTIONAL BLOCK 21; THENCE NORTH 0°29'58" EAST ALONG SAID LINE, A DISTANCE OF 62.29 FEET TO A POINT; THENCE NORTH 77°49'02" EAST, A DISTANCE OF 62.49 FEET TO A POINT LYING ON THE WESTERLY BUILDING LINE; THENCE SOUTH 12°12'32" EAST, ALONG SAID BUILDING LINE, A DISTANCE OF 81.20 FEET; THENCE NORTH 77°47'29" EAST, ALONG THE SOUTHERLY BUILDING LINE, A DISTANCE OF 42.63 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF NORTH 7TH AVENUE; THENCE SOUTH 12°10'55" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING, CONTAINING 5,021.77 SQUARE FEET, MORE OR LESS.

STREET ADDRESS:
 126 N. 8TH AVENUE
 287, 211, 217 W. PALMETTO STREET
 0, 117, 118, 123, 131 N. 7TH AVENUE
 WAUCHULA, FLORIDA

GERMAINE SURVEYING INC.
 PROFESSIONAL LAND SURVEYORS
 3801 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.: 827-23 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 5-17 PURSUANT TO SECTION 475.07 OF FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, SUBJECT TO QUALIFICATION, RIGHTS OF AWARD, RESUBMITTAL, AND/OR REVISIONS, AND TO ALL REGULATIONS AND RESTRICTIONS OF RECORD.

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 SURVEYOR, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE NUMBER: 8917

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 THE PLAT AND/OR DEED RECORDS HEREON TO VERIFY ACCURACY.
 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"x20" CONCRETE MONUMENT PER 346	⊕	FLAG POLE
NAD 83	NATIONAL GEODETIC VERTICAL DATA	⊕	WATERSH VALVE
NAVD 83	NORTH AMERICAN VERTICAL DATA	⊕	FIRE HYDRANT
S.I.R.	SET 1/2"x3/4" IRON ROD & CAP PER 346	⊕	METER POST
F.C.M.	FOUND 4"x4" CONCRETE MONUMENT	⊕	POWER POLE
C.B.S.	CONCRETE BLOCK STRUCTURE	⊕	LIGHT POLE
P.O.C.	POINT OF COMMENCEMENT	⊕	GLY WIRE
P.R.C.	POINT OF REVERSE CURVE	⊕	ELECTRIC MANHOLE
PRO	PROBATED MEASUREMENT	⊕	ELECTRIC METER
CMP	CORRUGATED PLASTIC PIPE	⊕	ELECTRIC VAULT
MSP	MINI-UNITS LUN LUN 1/2" PIPE	⊕	ELECTRIC BOX
PVC	POLYVINYL CHLORIDE PIPE	⊕	UNMAN-UNMAN
B.F.P.	BACK FLOW PREVENTORS	⊕	AIR CONDITIONER UNIT
(P)	AS RECORDED ON PLAT	⊕	TELEPHONE MANHOLE
(D)	AS RECORDED ON DEED	⊕	TRAFFIC SIGNAL BOX
(F)	AS MEASURED BY FIELD	⊕	WELL
(C)	AS CALCULATED	⊕	WELL
F.I.R.	FOUND 1/2" IRON ROD	⊕	GREASE TRAP
P.O.B.	POINT OF BEGINNING	⊕	SEWER MANHOLE
NO ID	NO IDENTIFICATION	⊕	SEWER VALVE
P.I.F.	PILES OF IRON	⊕	CLEAN OUT
F.N.D.	FOUND NAIL & DECK	⊕	GAZ VALVE
G.R.	OFFICIAL RECORD	⊕	GAZ METER
F.I.R.	FOUND IRON ROD	⊕	HANDICAPPED PARKING
F.P.	FOUND IRON PIPE	⊕	METERED END SECTION
L.F.P.	LUN LUN IRON PIPE	⊕	TRAFFIC SIGNAL POLE
C.B.	CONCRETE BLOCK	⊕	STORM LIGHT
P.O.C.	POINT OF CURVE	⊕	STORM LIGHT
F.C.	FENCE CORNER	⊕	POINT OF ACCESS
F.I.P.	FOUND 1/2" PIPE	⊕	
W.V.	WATER VALVE	⊕	
ELEV	ELEVATION	⊕	
F.L.	FENCE LINE	⊕	
CONC	CONCRETE	⊕	
P.B.	PLAT BOOK	⊕	
R	RAILROAD	⊕	
L	LENGTH	⊕	
DELTA	DELTA	⊕	
CH	CHORD	⊕	
SO	SQUARE	⊕	
FT	FEET	⊕	
PG	PAGE	⊕	

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PERSONS NAMED AND THEIR SUCCESSORS OR ASSIGNS ONLY FOR THE PARTICULAR PARCELS AND USE OR REPRODUCTION OF THIS SURVEY WITH THE EXPRESS PERMISSION OF THE SURVEYOR OR PROFESSIONAL USE OF THIS SURVEY WITH ANY ALTERATIONS OR MODIFICATIONS NOT AUTHORIZED BY THE SURVEYOR CONSTITUTES A VIOLATION OF THE PROFESSIONAL ETHICS OF THE SURVEYOR. NO PERSON OTHER THAN THE LICENSED SURVEYOR SHALL REPRODUCE THIS SURVEY.

REVISIONS

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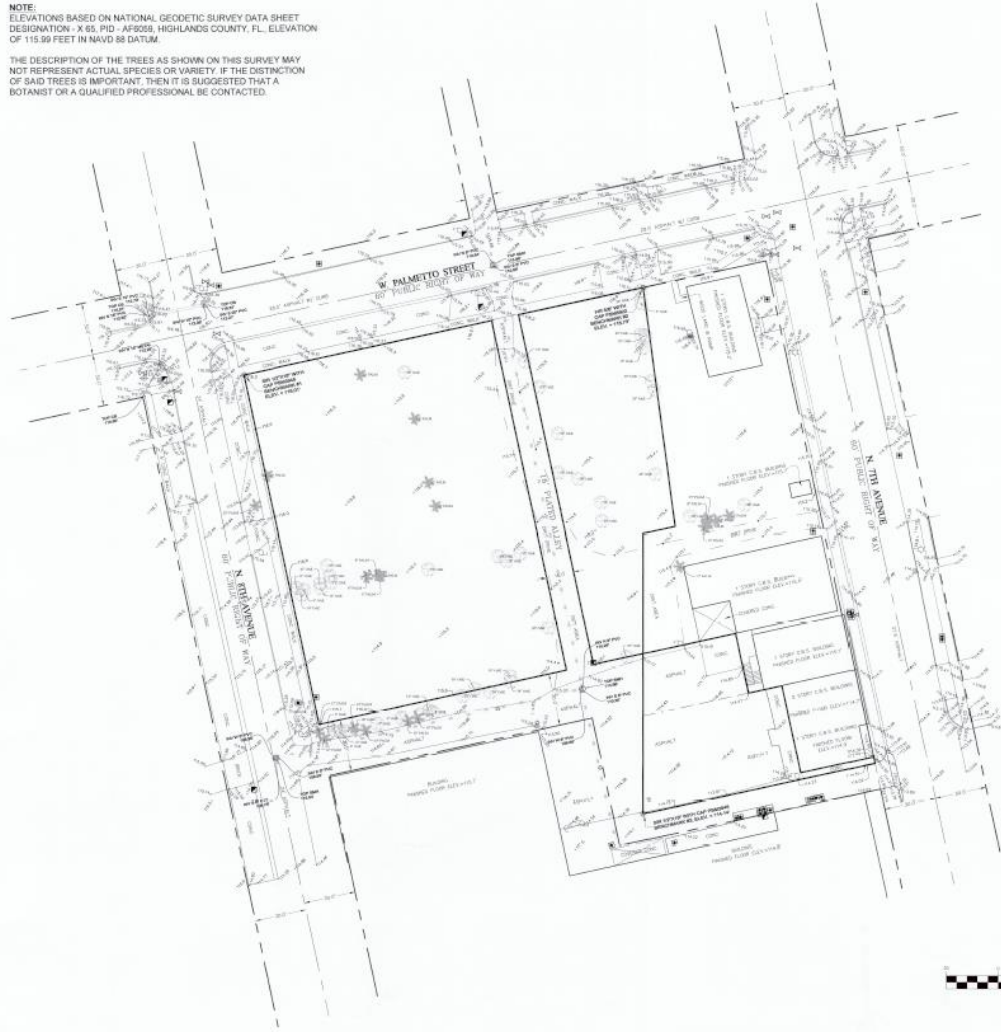
SHEET 1 OF 2

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS

3803 NORTHERN BOWLE BLVD., GERMINE, FL 34530
PHONE: 850-388-8988 FAX: 850-388-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

NOTE:
ELEVATIONS BASED ON NATIONAL GEODETTIC 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.



LINE TABLE

BOUNDARY	---
TE LINE	---
LOT LINE	---
BUILDING	---
CENTERLINE	---
RIGHT OF WAY	---
TOP OF BANK	---
TOE OF SLOPE	---
CENTERLINE OF SWALE	---
OVERHEAD WIRES	---

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CONFIDENTIAL TO THE PEOPLE LISTED
HEREIN. ANY REPRODUCTION OR DISSEMINATION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS
PROHIBITED. IN THE EVENT OF ANY DISCREPANCY BETWEEN THIS SURVEY AND ANY OTHER
THE SURVEYOR EXPRESSLY DISCLAIMS ANY LIABILITY TO ANY PARTY IN ANY
CIRCUMSTANCES, INCLUDING THOSE THAT MAY BE CAUSED BY THE SURVEYOR.

LEGEND OF SYMBOLS & ABBREVIATIONS

S.C.M.	SET 4"x4"x24" CONCRETE MONUMENT PSM 3845
NAV D 28	NATIONAL GEODETTIC VERTICAL DATUM
N.A.V.D.	NORTH AMERICAN VERTICAL DATA
S.N.D.	SET NAIL & DISK STAMPED PSM 3845
S.I.R.	SET 1/2"x3/8" IRON ROD & CAP PSM 3845
F.C.M.	FOUND 4"x4" CONCRETE MONUMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
P.C.C.	POINT OF COMPOUND CURVE
P.D.C.	POINT OF DIVERGEMENT
P.R.C.	POINT OF REVERSE CURVE
P.M.S.	PROXIMATE MEASUREMENT
C.P.P.	CORRUGATED PLASTIC PIPE
C.M.P.	CORRUGATED METAL PIPE
R.C.P.	REINFORCE CONCRETE PIPE
P.V.C.	POLYVINYL CHLORIDE PIPE
B.F.P.	BACK FLOW PREVENTER
(P)	AS RECORDED ON PLAT
(D)	AS RECORDED ON DEED
(F)	AS MEASURED IN FIELD
(C)	AS CALCULATED
F.I.R.	FOUND 1/2" IRON ROD
P.O.B.	POINT OF BEGINNING
NO ID	NO IDENTIFICATION
P.T.	PLUMB TOWER
F.N.D.	FOUND NAIL & DISK
O.R.	OFFICIAL RECORD
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
E.L.S.	LEADS IRON PIPE
C.B.	CHORD BEARING
P.C.	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
P.B.	PLAT BOOK
R.	RADIUS
L.	LENGTH
D.	DELTA
C.H.	CHORD
SQ.	SQUARE
F.C.T.	FENCE
P.G.	PAUSE
---	SIGN (AS NOTED)
M.W.	MONITORING WELL
F.	FLAG POLE
W.	WATER VALVE
F.H.	FIRE HYDRANT
B.F.P.	BACK FLOW PREVENTER
W.M.	WATER METER
S.D.M.	STORM DRAIN MANHOLE
S.D.I.	STORM DRAIN INLET
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P.B.	PLAT BOOK
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L.	LENGTH
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C.B.	CHORD BEARING
P.C.	POINT OF CURVE
F.C.	FENCE CORNER
F.I.P.	FOUND 1/2" PIPE
R.W.	RIGHT OF WAY
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F.L.	FENCE LINE
CONC.	CONCRETE
P.B.	PLAT BOOK
R.	RADIUS
L.	LENGTH
D.	DELTA
C.H.	CHORD
SQ.	SQUARE
F.C.T.	FENCE
P.G.	PAUSE
---	SIGN (AS NOTED)
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F.	FLAG POLE
W.	WATER VALVE
F.H.	FIRE HYDRANT
B.F.P.	BACK FLOW PREVENTER
W.M.	WATER METER
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S.D.I.	STORM DRAIN INLET
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R.C.P.	REINFORCE CONCRETE PIPE
P.V.C.	POLYVINYL CHLORIDE PIPE
B.F.P.	BACK FLOW PREVENTER
(P)	AS RECORDED ON PLAT
(D)	AS RECORDED ON DEED
(F)	AS MEASURED IN FIELD
(C)	AS CALCULATED
F.I.R.	FOUND 1/2" IRON ROD
P.O.B.	POINT OF BEGINNING
NO ID	NO IDENTIFICATION
P.T.	PLUMB TOWER
F.N.D.	FOUND NAIL & DISK
O.R.	OFFICIAL RECORD
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
E.L.S.	LEADS IRON PIPE
C.B.	CHORD BEARING
P.C.	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
P.B.	PLAT BOOK
R.	RADIUS
L.	LENGTH
D.	DELTA
C.H.	CHORD
SQ.	SQUARE
F.C.T.	FENCE
P.G.	PAUSE
---	SIGN (AS NOTED)
M.W.	MONITORING WELL
F.	FLAG POLE
W.	WATER VALVE
F.H.	FIRE HYDRANT
B.F.P.	BACK FLOW PREVENTER
W.M.	WATER METER
S.D.M.	STORM DRAIN MANHOLE
S.D.I.	STORM DRAIN INLET
S.C.M.	SET 4"x4"x24" CONCRETE MONUMENT PSM 3845
N.A.V.D.	NATIONAL GEODETTIC VERTICAL DATUM
N.A.V.D.	NORTH AMERICAN VERTICAL DATA
S.N.D.	SET NAIL & DISK STAMPED PSM 3845
S.I.R.	SET 1/2"x3/8" IRON ROD & CAP PSM 3845
F.C.M.	FOUND 4"x4" CONCRETE MONUMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
P.C.C.	POINT OF COMPOUND CURVE
P.D.C.	POINT OF DIVERGEMENT
P.R.C.	POINT OF REVERSE CURVE
P.M.S.	PROXIMATE MEASUREMENT
C.P.P.	CORRUGATED PLASTIC PIPE
C.M.P.	CORRUGATED METAL PIPE
R.C.P.	REINFORCE CONCRETE PIPE
P.V.C.	POLYVINYL CHLORIDE PIPE
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(C)	

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:

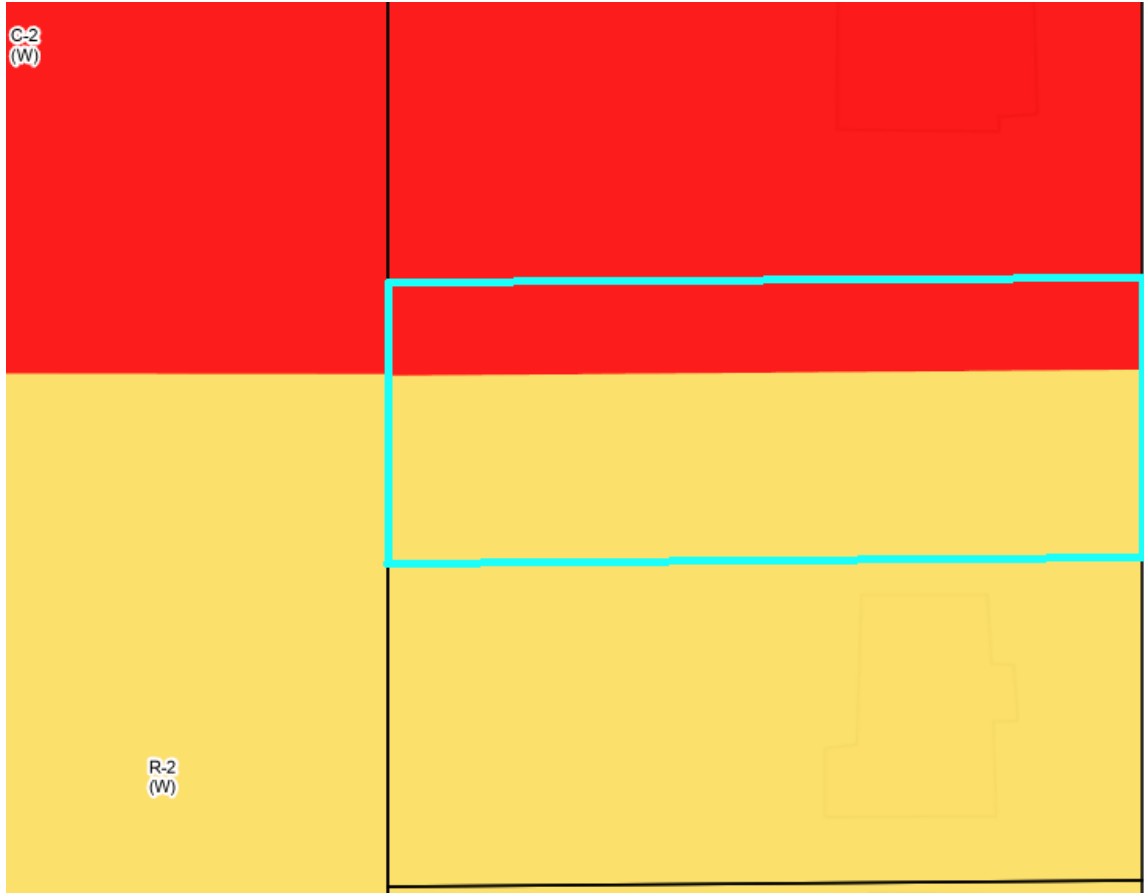
- (A) Special conditions and circumstances exist that are peculiar to the land or structure involved and that are not applicable to other lands or structures in the same land use classification.
- (B) The special conditions and circumstances do not result from the actions of the Applicant.
- (C) The 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.





Heard Bridge Rd



Unit# TRK2203

VIN# 1FTMF1CB1NKD03626

2022 F150 Regular Cab Pickup

15,833.8 Miles / 1047 Total Hours



Unit# 37B

VIN# TNT0494E00150

30' Gooseneck Trailer



Unit previously deemed surplus to be placed back into service.

2023 Chevy Silverado 1500 Service Body

Unit# TRK2303

VIN# 3GCNAAEK8PG185245

20,689 MILES



Unit previously deemed surplus to be placed back into service.

2023 Chevy Silverado 1500 Service Body

Unit# TRK2303

VIN# 3GCNAAEK8PG185245

20,689 MILES



SPECIAL EVENT APPLICATION

Item # 19.

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



Signature

3/16/26

Date

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.



CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, March 02, 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

Nadaskay called the workshop to order at 5:00 pm.

ROLL CALL

PRESENT

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

STAFF PRESENT

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

OPEN COMMISSION WORKSHOP

Nadaskay opened the Commission Workshop.

1. Downtown Market Study & Vision Presentation

Tripp Muldrow - Arnett Muldrow & Associates

Muldrow provided a presentation of the vision study that was conducted for Wauchula's downtown area. He provided data and statistical information, as well as suggestions to incorporate specific types of components that would increase traffic and economic growth in Downtown Wauchula.

Newman explained there were a variety of projects already underway that came out of this study and additional projects that may be proposed in the future.

2. Inland Port Feasibility Study Update

Jamie Gwaltney - Kimley-Horn

Gwaltney explained the objective of the study was to determine the viability of developing an inland port, identify potential properties along the CSX railroad corridor, and provide possible next steps for consideration.

Gwaltney stated inland ports were typically developed in areas where cargo is already moving through. The economic analysis included background on inland ports, commodity flows, port connectivity, labor requirements, industrial real estate, and potential occupiers. The study determined that Wauchula was not in a competitive position to attract containerized imported goods handled at Port Tampa Bay and SeaPort Manatee therefore, an intermodal site was not feasible in Wauchula.

Potential alternative sites were looked at for both intermodal and rail-centric facilities and the study determined those alternate locations to be outside of the City limits.

Gwaltney reviewed the final results of the study, which included the following:

1. An inland port near Wauchula would not support intermodal cargo.
2. The western limits of Wauchula were approximately five miles from the CSX mainline.
3. There were sufficient sites to develop a rail-centric inland port in Hardee County adjacent to the CSX mainline. 17 sites were evaluated and 2 sites were recommended as potential locations.
4. Business opportunities for a rail-centric inland port include exporters of recycled products and/or manufacturing related industries that need rail service and available land. Identifying a key anchor tenant would be an important first step.
5. It was likely that Wauchula would benefit from industrial development within the City from a successful rail-centric inland port in the County.

Vance Coley - via Zoom on behalf of the Hardee County IDA

Coley shared some background on how this study came to fruition. He thanked the City of Wauchula for working with the IDA on this study and answered questions from the Commission.

3. Community Patriotic Event - Jim Beckley

Mr. Beckley shared information for the free community event celebrating the 250th birthday of the United States of America. The event will take place at the Hardee County Civic Center on Friday, June 26, 2026.

4. Bid Documents - Wauchula Municipal Airport Design/Build 10-Unit T-Hangars

Eason presented the bid documents to construct a new 10-unit t-hangar building.

5. Lease Agreement with Hardee County - SW Water Tower Project

Eason presented the agreement to lease a portion of land from the County in order to construct drinking water infrastructure in the southwest quadrant of Wauchula.

6. Resolution 2026-03 Heardbridge Rd Watermain

Long presented the resolution to accept the grant agreement for funding in the amount of \$510,000.00 for the construction of a new waterline along Heard Bridge Rd.

7. Comprehensive Plan Evaluation & Appraisal Report Overview

Marisa Barmby - Central Florida Regional Planning Council

Barmby presented the comprehensive plan evaluation, stating the State required agencies to update their plan every 7 years. Barmby explained the biggest update in the plan was updating the horizon year from 2030 to 2050. She also touched on the general housekeeping items that were being reviewed and amended as needed, which included updating requirements from Florida Statutes, updating references to the 10-

year and 20-year planning period, updating timing related policies, and updating references to agencies with name changes. Barmby finished with an overview of the expected timeline, noting the Commission adoption hearing would be sometime in fall 2026.

8. Revokable License Agreement with Pamela Sellers & Kassie Knight

Long presented the agreement, noting a few highlights - 90 days to bring the fence into compliance, 25-year term, insurance requirement

Hatcher-Bolin noted some language throughout that may need to be amended in order to be more specific on certain terms of the agreement.

9. Annexation of 119 Ohio

Long presented the proposed ordinance to annex the property into the City limits.

10. Ordinance 2026-04 Modifying Water and Sewer Capital Connection Fees

Braxton presented the ordinance, noting the proposed connection rate changes which were based on the recommendation from the most recent rate study conducted.

Braxton answered questions from the Commission. The Commission discussed their thoughts on the current and proposed connection fees.

John Raymond - Barkdoll Land Development, Zolfo Springs

Raymond addressed the Commission as the developer of two large housing projects in Wauchula, Bay Street subdivision and Gardens at Midtown. Raymond stated the projects had already been in the works for some time and, due to the moratorium that had been in place, they were not expecting this increase in fees. He suggested a tiered approach to the rates being proposed for those who may already be in the process of a project.

Jonathan Scott - 2014 Popash Rd

Scott noted he works for Neil Communities, working with developers in different areas. Scott stated the impact of these fees would "squash" the entire subdivision project due to their very narrow profit margins.

Some discussion was had regarding possible options. A potential approach was to implement the new rates as of October 1, 2026 but to allow developers to pay those fees in advance at the current rates in order to lock in their connection fees.

ADD-ON: PUBLIC COMMENT ON NON-AGENDA ITEMS

Caleb Burgin - Burgin Farmers Market

Burgin addressed the Commission stating he recently received notice from the City of Wauchula's code enforcement department that his business sign was not compliant with City code regulations. Burgin stated he was leasing the property from the State, who would not allow him to place a permanent sign in their right-of-way, but did allow for a sign attached to a trailer, which was not allowed by City code. Burgin requested the City consider amending the code to allow signs on trailers.

Long explained the code requirements regarding signage and noted that the City had recently required another business to move their sign that was placed on a box truck. Long provided a suggestion to amend the code to allow for trailered signage within the industrial zoning district with certain restrictions.

The Commission discussed this at length. They were open to the amendment and directed staff to come back with drafted language at a future meeting.

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the Commission Workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA Workshop.

11. CRA RFQ 26-01 Professional Architectural Services - Historic City Hall

Newman presented the bid documents to receive professional architectural services for phase V of auditorium renovations.

12. CRA RFP 26-01 Utility and Sidewalk Improvements - Bay St and 1st Ave

Newman presented bid documents to receive proposals for the utility and sidewalk improvements at Bay St and 1st Ave.

13. Krause Services Contract Discussion

Newman presented the current contract with Krause Services and requested to extend for an additional 6 months. Newman explained the City originally budgeted additional positions for Parks & Grounds to take over maintenance of the service area however, staff felt it would be a smoother transition to amend this contract for additional time.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 8:05 pm.



CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, March 09, 2026 at 6:00 PM

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

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

ROLL CALL

PRESENT

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

STAFF PRESENT

City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Director of Project Management and Procurement Ward Grimes
Assistant Chief of Police Tom Fort
Community Development Director Kyle Long
CRA Director Jessica Newman
City Attorney Kristie Hatcher-Bolin

APPROVAL OF AGENDA

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

MINUTES FOR APPROVAL

- Minutes for 2/2/2026 Commission Workshop and 2/9/2026 Commission Meeting
Recommended Action: Commission’s Approval

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

PUBLIC COMMENT / NON-AGENDA ITEMS

No comments presented.

PRESENTATIONS

2. Proclamation 2026-01 Water Conservation Month

Recommended Action: Commission's Approval

Amanda Simat - Southwest Florida Water Management District
Simat addressed the Commission, highlighting the importance of water conservation, and presented the proclamation to declare April as Water Conservation Month.

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-04 Modifying Water and Sewer Capital Connection Fees - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Braxton noted a change from the workshop of the delayed effective date of 10/1/2026 as well as noting a prepayment option by 9/30/2026.

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

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Smith

4. Ordinance 2026-05 Annexation of 119 Ohio Ave - First Reading

Recommended Action: Commission's Approval

Hatcher-Bolin read the ordinance by title.

Miller declared a voting conflict and read the conflict statement into the record.

"For the record, I am declaring a voting conflict pursuant to Florida Statute 112.3143(3)(a). This item would insure to the special private gain or loss of my mother, Louise Jones, and therefore I will abstain from voting on this matter and will file the required Form 8B with the Clerk."

Motion made by Commissioner Albritton, Seconded by Commissioner Smith.

Voting Yea: Mayor Pro Tem Smith, Mayor Nadaskay

Voting Abstaining: Commissioner Miller

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

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

GENERAL PENSION BOARD AGENDA

5. Approval of Minutes for 12/8/2025 General Pension Board Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

6. Ordinance 2026-08 Police Pension Share Plan Amendment

Recommended Action: Board Approval

Braxton presented the ordinance to the Board with recommendations from the Police Pension Board to lower the retirement age from 60 years of age to 55 years of age, as allowed by Florida Statute chapter 185, and also to change the vesting years from 10 years to 6 years in order to be consistent with the City's pension plan.

Hatcher-Bolin read the ordinance by title.

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

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

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

- 7. Approval of General Pension Board Actions

Recommended Action: Commission’s Approval

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

CITY MANAGER / NON-CONSENT

- 8. Revokable License Agreement with Pamela Sellers & Kassie Knight

Recommended Action: Commission Discretion

Motion made by Commissioner Albritton, seconded by Commissioner Smith

Pamela Sellers and Kassie Knight were present.
Knight addressed the Commission with concerns about the agreement, stating they did not have the funds for the \$1,000,000 insurance policy requirement. She also stated they were willing to remove the top portion of the fence in order to comply with height requirements however, they would like additional time to have an attorney look over the agreement on their behalf.

The Commission and staff discussed the agreement. A suggestion was made to Sellers and Knight that they may want to consider reaching out to their insurance agent to see if the fence is covered under their current policy. The Commission did not entertain the idea of dropping the insurance requirement altogether due to potential liability issues if something were to occur on City property. The Commission agreed to table this discussion until they met again in April.

Commissioner Albritton moved to amend the motion to table item until the April meeting, seconded by Commissioner Smith.

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

- 9. Power Cost Adjustment

Minschew announced the February power cost adjustment.

- 10. Resolution 2026-08 FL Dept of Elder Affairs Grant Agreement for Senior Center
Recommended Action: Commission Approval

Long presented the resolution to accept the grant agreement for a new senior center building. Long stated the current thought was to build on the existing site. The Commission did ask to remain open to a different location, if one were to be available.

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

CONSENT AGENDA

- 11. Acceptance of the Downtown Market Study & Vision Presentation
- 12. Acceptance of the Inland Port Feasibility Study Final Report

- 13. ITB 26-01 Wauchula Municipal Airport T-Hangar Building
- 14. Lease Agreement with Hardee County - SW Water Tower Project
- 15. Resolution 2026-03 Heardbridge Rd Watermain

Recommended Action: Commission's Approval on Items 11 thru 15

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

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

CRA AGENDA

- 16. Approval of Minutes for 2/2/2026 CRA Workshop, and 2/9/2026 CRA Meeting

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

- 17. CRA RFQ 26-01 Professional Architectural Services - Historic City Hall

Recommended Action: Board's Approval

Motion made by Commissioner Albritton, Seconded by Commissioner Miller.

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

- 18. CRA RFP 26-01 Utility and Sidewalk Improvements - Bay St and 1st Ave

Recommended Action: Board's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

- 19. Krause Services Contract Amendment

Recommended Action: Board's Approval

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

Voting Yea: Commissioner Miller, Mayor Nadaskay, Commissioner Albritton

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

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

- 20. Approval of CRA Board Actions

Recommended Action: Commission's Approval

Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

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

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the City Commission meeting at 6:45 pm.



April 8, 2026

Wauchula Community Redevelopment Agency Board
126 S. 7th Avenue
Wauchula, FL 33873

Dear WCRA Board Director:

The Wauchula Community Redevelopment Agency issued a Request for Qualifications (RFQ) for the Architectural Services, Phase V – Life Safety Renovations, as WCRA RFQ 26-01. The RFP was advertised on DemandStar, Lakeland Ledger, City of Wauchula website, and CRA Facebook page.

Three companies responded with submittals:

Hall Darling Design Studios
Peacock Architects
FG+M Architecture

Submittals were evaluated and scored by WCRA and City staff according to criteria set forth in the RFQ. The submittal from FG+M Architects received the highest total score. Their submittal was found to be complete and in line with the RFQ. Therefore, it is the recommendation of the WCRA staff to enter into a contract with FG+M Architecture for Phase V of the Historic City Hall renovations.

Sincerely,

Jessica Newman
WCRA Director



FG+m

Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	23
Personnel Experience	25	23
Similar Projects	25	24
Fee Schedule	25	24
TOTAL	100	94

Response

Interested parties or firms shall submit one (1) original proposal marked "ORIGINAL" and one (2) copies of the proposal marked "COPY", in a sealed envelope to the WCRA Director. The envelope should be labeled ""WCRA RFQ 26-01, Architectural Services Phase V – Life Safety Renovation – Historic City Hall"." Proposals may be mailed or delivered to:

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

Submittals shall be received by the CRA only at the above address prior to 2:00 P.M. EST., Wednesday, April 1, 2026.

Delivery of the submittal on or before the above date and prior to the specified time specified above is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the WCRA Director or in person, if properly identified, at any time prior to the above submittal deadline.

F. General conditions

CONTACT

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INSURANCE AND INDEMNIFICATION

Insurance Requirements. Before any work commences, the selected firm, if any, shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below, and shall provide to the WCRA Director original Certificates of Insurance satisfactory to the WCRA to evidence such coverage. As the WCRA is a dependent special district of the City of Wauchula, the City of Wauchula shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation policy shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.

FG+M

Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	23
Personnel Experience	25	23
Similar Projects	25	24
Fee Schedule	25	21
TOTAL	100	91

Response

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Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	22
Personnel Experience	25	22
Similar Projects	25	24
Fee Schedule	25	22
TOTAL	100	90

Response

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Peacock

Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	24
Personnel Experience	25	23
Similar Projects	25	25
Fee Schedule	25	23
TOTAL	100	95

Response

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Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	25
Personnel Experience	25	23
Similar Projects	25	22
Fee Schedule	25	20
TOTAL	100	90

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Penkoock

Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	19
Personnel Experience	25	21
Similar Projects	25	24
Fee Schedule	25	19
TOTAL	100	83

Response

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PHASE V – LIFE SAFETY RENOVATIONS

CRA RFQ 26-01

Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	15
Personnel Experience	25	20
Similar Projects	25	20
Fee Schedule	25	24
TOTAL	100	79

Response

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PHASE V – LIFE SAFETY RENOVATIONS
 CRA RFQ 26-01

Hall Darling

Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	22
Personnel Experience	25	22
Similar Projects	25	23
Fee Schedule	25	22
TOTAL	100	89

Response

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PHASE V – LIFE SAFETY RENOVATIONS

CRA RFQ 26-01

Mark Darling

Criteria for Evaluation	Maximum Possible Points	SCORE
Firm Experience	25	15
Personnel Experience	25	20
Similar Projects	25	22
Fee Schedule	25	25
TOTAL	100	82

Response

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TAX INCREMENT FINANCING PROGRAM AGREEMENT
Bay Street Housing Development
Parcel Number 03-34-25-0000-03570-0000

THIS AGREEMENT is entered into this ____ day of April, 2026, by and between the Wauchula Community Redevelopment Agency (hereafter the “WCRA”), a dependent special district of the City of Wauchula, Florida, a municipal corporation created under the laws of the State of Florida (hereafter the “City”), and Bay Street Wauchula Holdings LLC, a Florida Limited Liability Company authorized to do business in Florida (hereafter the “Applicant”).

WHEREAS, the City of Wauchula, a municipal corporation formed under the laws of the State of Florida (the “City”), formed the WCRA with the City Commission acting in its dual role as the Board of Directors of the WCRA pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, the WCRA adopted a Community Redevelopment Plan for the area within its WCRA boundaries, which Plan identifies, among other goals, promoting economic development and adaptive reuse and redevelopment of buildings; and

WHEREAS, under section 163.400(1), Florida Statutes, for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities, any public body is authorized to do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related activities, including, but not limited to, entering into agreements providing grant funding or other assistance in connection with community redevelopment; and

WHEREAS, the WCRA offers a program to incentivize redevelopment by allowing for reimbursement of tax increment generated as a result of property improvements located within the WCRA boundaries. Developments eligible for the program are those that have a value of at least 50% of the current assessed value of the property and which are consistent with the goals described in the WCRA Redevelopment Plan 2019, including but not limited to, developments that provide single-family and multi-family housing, as well as affordable and workforce housing; and

WHEREAS, Applicant owns certain real property located at 0 E. Bay Street, City of Wauchula, Hardee County, Florida, with current parcel number 03-34-25-0000-03570-0000 and as depicted in the parcel boundary included in Exhibit A to this Agreement (hereafter the “Property”), which Property is within the boundaries of the WCRA; and

WHEREAS, Applicant has made an application for funding to the WCRA under the Tax Increment Reimbursement Program, TIF Infrastructure Program, to assist with the completion of infrastructure improvements (the “Infrastructure Project”) to the Property as set forth in its Application, which improvements will include up to 41 single-family homes and 16 townhomes (the “Development”), and Applicant has confirmed that the proposed

renovations or improvements to the Property have an estimated value of at least 50% of the current assessed value of the Property, which is \$16,915; and,

WHEREAS, WCRA has approved said application for receiving tax increment financing benefits, subject to the terms and conditions of this Agreement.

ACCORDINGLY, in consideration of the above stated Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above stated recitals are true and correct, and form a material part of this Agreement.

SECTION 2. COMPLETION OF INFRASTRUCTURE PROJECT. In return for the WCRA agreeing to award this grant as specified below, Applicant agrees to complete the Infrastructure Project consistent with the scope of work set forth in the permitted plans with the City of Wauchula and in the application submitted to WCRA, which is attached to, incorporated in, and made a part of this Agreement as Exhibit "A".

SECTION 3. AWARD OF GRANT.

(a) Infrastructure Program. Beginning April 1 in the first full year immediately following the year the Development creates two million and 00/100 dollars (\$2,000,000) of assessed value, the CRA will reimburse 50% of the costs associated with the infrastructure scope of work set forth in the permitted plans with the City of Wauchula and described in Exhibit A to this Agreement. The infrastructure costs will be demonstrated in the form of a bond. The TIF reimbursement will be paid each year at a rate of 50% of TIF collected from the Development until 50% of the value of the bond is reached. At no time will the reimbursement extend beyond 2057.

Prior to payment each year, the WCRA shall verify in writing the TIF collected from the Development with the Hardee County Property Appraiser on April 1, or as soon as available thereafter, from the Hardee County Property Appraiser. The TIF reimbursement will be based on the verified sum paid into the WCRA TIF fund. Applicant will be reimbursed 50% of the verified sum within thirty (30) days after the last to occur of the following two events: (i) the WCRA's receipt of written confirmation of the verified sum; and (ii) Applicant's presentation of the Development's status to the WCRA Board.

(b) Beginning in the first full year immediately following the year the Development creates four million and 00/100 dollars (\$4,000,000) of assessed value, the CRA may increase the annual reimbursement based on the WCRA board's approval of the potential accelerators included herein. The accelerators will be re-accessed annually. The CRA does not, by entering into this Agreement, make any representation, promise, or obligation to accelerate Applicant's

reimbursement under this Agreement. The six (6) potential accelerators are as follows:

1. Varied Elevations – Incorporation of multiple rooflines/roof pitches, façade treatments, architectural styles, staggered setbacks, and varying garage placements to avoid repetition and uniform appearance in an effort to provide visual diversity. *Reimbursement: 10%*
2. Enhanced Exterior Detailing – Use of features such as shutters, porches, decorative trim, or columns to improve curb appeal. *Reimbursement: 15%*
3. High-Quality Materials – Use of upgraded materials such as brick, stone, fiber cement siding, or architectural shingles. *Reimbursement: 10%*
4. Distinctive Color Palettes – Application of exterior colors that are complementary yet varied within the streetscape, ensuring no more than two identical color schemes in succession. *Reimbursement: 5%*
5. Upgraded Windows & Doors – Incorporation of enhanced window designs, transoms, sidelights, or decorative door treatments. *Reimbursement: 5%*
6. Reflective of Wauchula History – Incorporate architectural styles such as Florida Vernacular, Ranch, or Craftsman Bungalow which are most commonly seen throughout Wauchula’s traditional neighborhoods: *Reimbursement: 5%*

The Board reserves the right to determine, in its discretion, whether the Development meets any or all requirements for acceleration. Any qualified acceleration will cease if the construction fails to meet the requirements of the TIF program.

SECTION 4. BENEFITS AND OBLIGATIONS NON-TRANSFERABLE; OBLIGATION TO COMPLETE INFRASTRUCTURE PROJECT AND DEVELOPMENT; TERMINATION OF AGREEMENT. The benefits and obligations of this Agreement are not assignable and shall remain with the Applicant. The Applicant intends to sell the individual, single family lots for home construction. Further, if prior to the end of the term of this Agreement, Applicant obtains tax exempt status or otherwise ceases to pay into the WCRA TIF fund, all obligations of the WCRA under this Agreement will cease and the Agreement will terminate.

Applicant acknowledges that its eligibility to receive TIF Program funds depends upon the Development’s continued building towards completion, and that if progress on the Development ceases moving forward, the WCRA Board reserves the right to terminate this Agreement and stop future payments. Accordingly, if work on the Development (meaning vertical construction on the 16 townhomes and at least 25% of the single family homes following completion of the Infrastructure Project), ceases for a period exceeding six months, the WCRA Board reserves the right to terminate this Agreement and cease all TIF reimbursement to Applicant.

Applicant will include maintenance obligations within the HOA documents and Applicant will ensure that its property complies with the City’s Land Development Code. WCRA has the right to withhold reimbursement if the HOA documents fail to include maintenance obligations as required by this Agreement, or if Applicant’s property is not in compliance with the City’s Land Development Code, until compliance with these requirements is met.

SECTION 5. OBLIGATION TO COMPLETE. Applicant agrees to obtain any and all permits required to commence construction within 60 days of the grant award date. Applicant agrees to complete the Infrastructure Project on or before July 1, 2027.

SECTION 6. BINDING AGREEMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto.

SECTION 7. ATTORNEYS’ FEES AND COSTS. In any dispute arising out of or relating to this Agreement, the prevailing party shall recover from the losing party reasonable attorney’s fees, costs and expenses incurred by the prevailing party in connection with such dispute at pretrial, trial, and appellate levels.

SECTION 8. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Hardee County, Florida at the expense of the Applicant.

SECTION 9. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 10. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind the entity for which that person is signing.

SECTION 11. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties hereto, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties hereto with respect to the award of this grant to the Property. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City, and it shall be and become effective immediately upon execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

**WAUCHULA COMMUNITY
REDEVELOPMENT AGENCY:**

By:

Mr. Richard Nadaskay, Mayor

ATTEST:

By:

Stephanie Camacho, City Clerk

**APPROVED AS TO FORM &
LEGALITY:**

By:

Kristie Hatcher Bolin, City Attorney

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

**John Raymond, Bay Street Wauchula
Holdings, LLC**

Print Name: _____

By: _____

Print Name: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, _____ of **John Raymond**. He 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
INFRASTRUCTURE PROJECT SCOPE

TIF PROGRAM PROJECTION

Bay Street Subdivision

	1997 ASSESSED TAXES	POST CONSTR PROJ ASSESSED TAXES	PROJ TIF YR 1	PROJ TIF YR 2	PROJ TIF YR 3	PROJ TIF YR 4	PROJ TIF YR 5	PROJ TIF YR 6	PROJ TIF YR 7
CITY	\$86.48	\$98,685.00	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59
HC	\$167.97	\$135,432.00	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83
TOTAL COLLECTED			\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42
TOTAL PAID TO PROJ @ 50%			\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71
TOTAL REMAINING IN CRA FUND			\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71	\$111,084.71

	PROJ TIF YR 8	PROJ TIF YR 9	PROJ TIF YR 10	PROJ TIF YR 11	TOTALS
	\$93,668.59	\$93,668.59	\$93,668.59	\$93,668.59	\$1,030,354.53
	\$128,500.83	\$128,500.83	\$128,500.83	\$128,500.83	\$1,413,509.11
	\$222,169.42	\$222,169.42	\$222,169.42	\$222,169.42	\$2,443,863.65
	\$111,084.71	\$111,084.71	\$111,084.71	\$33,571.89	\$1,144,419.00
	\$111,084.71	\$111,084.71	\$111,084.71	\$188,597.53	\$1,299,444.65

1997 taxable value - \$17,228
 Current taxable value - \$16,915
 Post Const taxable value - \$17,100,000
 Projected Infrastructure Bond Value - \$2,288,838
 Projected Award Cap (50%) - \$1,144,419

Applicant Name: John Raymond

Mailing Address: 3321 Main Street, Zolfo Springs, FL 33890

Business Name: Bay Street Wauchula Holdings LLC

Property Owner Name: Bay Street Wauchula Holdings LLC

Property Address: E Bay St, Wauchula, FL 33873

Applicants Phone Number: 864-903-3471 Email: jraymond@national-development.com

I hereby submit the following application for consideration by the Wauchula Community Redevelopment Agency Board. I understand that the request must be approved by the Board and that funding is not guaranteed. I also understand that award monies will be dispersed as defined in the Process section of the Information and Application packet.

I acknowledge that I have read and understand the program details and requirements.

I acknowledge the project must be completed according to the timeline submitted with this Application. Should any changes be made to the project without prior approval by the WCRA Board, I understand that the award will be void.

I acknowledge that the property to be improved does not have any delinquent ad valorem taxed and is free from all municipal and county liens, judgements, and encumbrances of any kind.

<u>John Raymond</u>	<u><i>John Raymond</i></u>	<u>1/16/2026</u>
Print Name of Applicant	Applicant Signature	Date

<u>John Raymond</u>	<u><i>John Raymond</i></u>	<u>1/16/2026</u>
Print Name of Property Owner	Property Owner Signature	Date

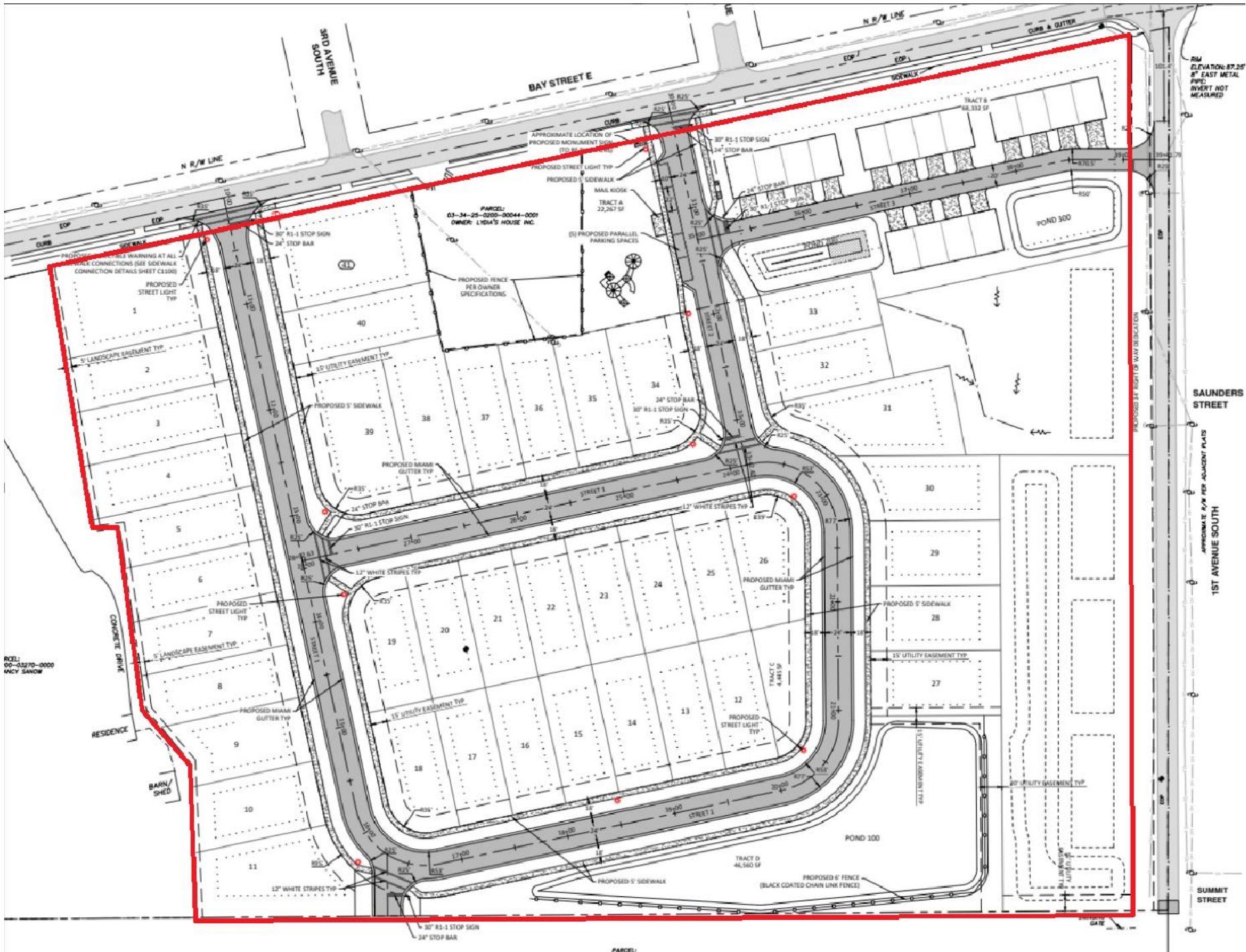
Staff Notes: _____

Project Plans/Description

Bay Street Subdivision (formal name TBD) will feature 41 single-family home products in a variety of styles built by local and regional home builders as well as 16 townhomes. Prices will range from the low \$200's to upper \$300's.

The goal of the community is to highlight the character of Wauchula and use a variety of design features to celebrate the history of the city and acknowledge a path of growth. Our goal is to provide timeless designs that far exceed that of builder grade. Below is a list of planned features that will be utilized. Every home will draw from this list to create much needed variety in the community. Our goal is to incorporate all elements in section a. (i.-vi.)

- Varying elevations and both one- and two-story homes
- Front and rear porches on homes
- Multiple materials used for facades (stucco, Hardie board, shingle, etc.)
- Sidewalks
- Altering rooflines and materials
- Community Park (private)



RCEL
00-03270-0000
MVC SANOW

25' ELEVATION: 87.25'
8" EAST METAL
PIPE
INVERT NOT
MEASURED

SAUNDERS STREET

APPROXIMATE R/W PER ADJACENT PLATS
1ST AVENUE SOUTH

SUMMIT STREET

Sample Homes







Current Assessed Value

Map



Certified Values

	2025 Final Values
Building Value	\$0
Extra Features Value	\$0
Land Value	\$0
Land Agricultural Value	\$16,915
Agricultural (Market) Value	\$168,740
Just (Market) Value	\$168,740
Assessed Value	\$16,915
Exempt Value	\$0
Taxable Value	\$16,915
Maximum Save Our Homes Portability/Non-Homestead Cap	\$0

Bay Street - Infrastructure Budget

2/4/2026

Infrastructure Budget		
Infrastructure Specific Design & Diligence Costs	\$	145,000
Infrastructure Carry Costs	\$	79,304
Infrastructure Hard Costs	\$	2,064,535
TOTAL INFRASTRUCTURE BUDGET	\$	2,288,838

			Total Budget
Infrastructure Specific Design & Diligence Costs			
	Due Diligence	Environmental	\$ 5,000
	Due Diligence	Soil Borings/Testing	\$ 15,000
	Due Diligence	Survey	\$ 25,000
	Design Costs	Engineering - Civil/Site	\$ 100,000
Total - Infrastructure Specific Design & Diligence Costs			\$ 145,000
Infrastructure Carry Costs			
	Construction Loan	Construction Loan Interest	\$ 38,384
	Legal	Owner Legal	\$ 25,000
	Soft Cost Contingency	Soft Cost Contingency	\$ 15,919
Total - Infrastructure Carry Costs			\$ 79,304
Infrastructure Hard Costs			
	Construction	Earthwork	\$ 529,411
	Construction	Paving in Public ROW	\$ 495,813
	Construction	Utilities - Water	\$ 241,000
	Construction	Utilities - Sanitary	\$ 335,000
	Construction	Utilities - Water/Fire	\$ 240,000
	Construction	Utilities - Electric/Low Voltage	\$ 125,000
	Hard Cost Contingency	Hard Cost Contingency	\$ 98,311
Total - Infrastructure Hard Costs			\$ 2,064,535
TOTAL INFRASTRUCTURE BUDGET			\$ 2,288,838

Bay Street - Project Budget

2/4/2026

Infrastructure Budget			
Acquisition and General Development Costs	\$	512,500	
Infrastructure Specific Design & Diligence Costs	\$	145,000	
Infrastructure Carry Costs	\$	79,304	
Infrastructure Hard Costs	\$	2,064,535	
TOTAL PROJECT BUDGET	\$	2,801,338	

			Total Budget
Acquisition and General Development Costs			
Acquisition Costs	Building	Building Purchase Price	\$ -
Acquisition Costs	Land	Land Purchase Price	\$ 460,000
Financial Costs	Legal	Lender Legal	\$ 10,000
Financial Costs	Construction Loan	Closing Costs_CL	\$ 25,000
General Development Costs	Due Diligence	Accounting Fees	\$ 10,000
General Development Costs	Due Diligence	Appraisal	\$ 7,500
Total - Acquisition and General Development Costs			\$ 512,500
Infrastructure Specific Design & Diligence Costs			
	Due Diligence	Environmental	\$ 5,000
	Due Diligence	Soil Borings/Testing	\$ 15,000
	Due Diligence	Survey	\$ 25,000
	Design Costs	Engineering - Civil/Site	\$ 100,000
Total - Infrastructure Specific Design & Diligence Costs			\$ 145,000
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	Construction	Utilities - Water	\$ 241,000
	Construction	Utilities - Sanitary	\$ 335,000
	Construction	Utilities - Water/Fire	\$ 240,000
	Construction	Utilities - Electric/Low Voltage	\$ 125,000
	Hard Cost Contingency	Hard Cost Contingency	\$ 98,311
Total - Infrastructure Hard Costs			\$ 2,064,535
TOTAL INFRASTRUCTURE COSTS			\$ 2,288,838
TOTAL PROJECT BUDGET (INFRASTRUCTURE PLUS ACQUISITION AND GENERAL DEVELOPMENT COSTS)			\$ 2,801,338
Less: Acquisition Costs			\$ (460,000)
TOTAL INFRASTRUCTURE COSTS			\$ 2,341,338

Project Timeline

- Q2 2025: Closed on Land
- Q4 2025: Civil Engineering Plans Complete
- Q1 2026: Permits Received
- Q2 2026: Construction to Begin
- Q2 2027: Site Work Complete
- Q3 2027: First Homes to begin Construction

Infrastructure Bond

The proposed TIF Infrastructure Bond will support the construction of critical public infrastructure improvements necessary to serve the project site and the surrounding area. These improvements are designed to enhance public safety, improve connectivity, and support long-term economic development within the CRA.

Infrastructure improvements to be funded through the bond include the following:

- **Public Water Lines:** Installation of new public water lines to provide adequate domestic and fire protection service to the project.
- **Sanitary Sewer Lines:** Construction of new public sanitary sewer lines and related infrastructure to serve the development.
- **Storm Sewer & Drainage Improvements:** Installation of public storm sewer systems, including underground piping, inlets, outfalls, and retention/detention ponds designed to manage on-site and off-site stormwater runoff in compliance with City and regulatory requirements.
- **Roadway Improvements:** Construction of public roads necessary to provide adequate access to and through the site, including pavement, subgrade, curbing, and associated roadway infrastructure.
- **Sidewalks:** Installation of public sidewalks to improve pedestrian accessibility and safety within the project area and to adjacent streets.
- **Street Lighting:** Installation of public street lighting to enhance safety and visibility.
- **Landscaping & Parks:** Landscaping improvements within public rights-of-way and common areas, including trees, plantings, sodding and greenspace.

The applicant is prepared to provide a Surety Bond, as well as a Payment and Performance Bond, in a form acceptable to the City, to guarantee the

completion of the public infrastructure improvements in accordance with approved plans and applicable requirements. An example bond from the Applicant's recent single family development in Zolfo Springs, FL ("Casa San Alfonso") is attached for reference.

The TIF Infrastructure Bond will be provided upon approval by the CRA and the project's senior lender as part of the overall loan closing process.



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Marmer Construction, Inc.
3321 US Highway 27 South
Sebring, FL 33870

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

Mailing Address for Notices

605 Highway 169 North, Suite 800

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

San Alfonso Housing, Inc.
1000 Pinebrook Road
Venice, FL 34285

CONSTRUCTION CONTRACT

Date: March 8, 2022

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Description:
(Name and location)

Casa San Alfonso/ Construction of a new Apartment Project: (21) single family homes, (1) Clubhouse, all associated Amenities and all related site work/ 3207 School House Road, Zolfo Springs, Florida 33890

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Marmer Construction, Inc.

SURETY

Company: *(Corporate Seal)*

Atlantic Specialty Insurance Company

Signature: _____

Name and Title:

Signature: _____

Name and Title: Kevin R. Wojtowicz
Attorney-in-Fact
& FL Licensed Agent



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Nielson, Wojtowicz, Neu & Associates
1000 Central Avenue, Suite 200
St. Petersburg, FL 33705
800-965-9597

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
PDS Architecture, Inc.
12800 University Drive, Suite 402
Fort Myers, FL 33907

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

DRAFT

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

DRAFT

§ 16 Modifications to this bond are as follows:

Rider Adding Additional Obligees is attached hereto and incorporated herein by reference.



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____ NA
Name and Title:
Address

Signature: _____ NA
Name and Title:
Address

THIS BOND HEREBY IS AMENDED
SO THAT THE PROVISION AD LIMITATION OF
SECTION 713.23 FLORIDA STATUTES ARE INCORPORATED
AND HEREIN BY REFERENCE.

Item # 22.

Bond No. 800104860

UNCONDITIONAL PAYMENT BOND
Document A312™ – 2010



Conforms with The American Institute of Architects AIA Document 312

UNCONDITIONAL
Payment Bond

CONTRACTOR:
(Name, legal status and address)

Marmer Construction, Inc.
3321 US Highway 27 South
Sebring, FL 33870

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

605 Highway 169 North, Suite 800

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

San Alfonso Housing, Inc.
1000 Pinebrook Road
Venice, FL 34285

CONSTRUCTION CONTRACT
Date: March 8, 2022

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Description:
(Name and location)

Casa San Alfonso/ Construction of a new Apartment Project: (21) single family homes, (1) Clubhouse, all associated Amenities and all related site work/ 3207 School House Road, Zolfo Springs, Florida 33890

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: \$ 5,695,294.00 Five Million Six Hundred Ninety Five Thousand Two Hundred Ninety Four Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Marmer Construction, Inc.

SURETY
Company: *(Corporate Seal)*
Atlantic Specialty Insurance Company

Signature: _____

Name
and Title:

Signature: _____

Name
and Title: Kevin R. Wojtowicz
Attorney-in-Fact
& FL Licensed Agent



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Nielson, Wojtowicz, Neu & Associates
1000 Central Avenue, Suite 200
St. Petersburg, FL 33705
800-965-9597

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
PDS Architecture, Inc.
12800 University Drive, Suite 402
Fort Myers, FL 33907

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Rider Adding Additional Obligees is attached hereto and incorporated herein by reference.

THIS BOND HEREBY IS AMENDED
SO THAT THE PROVISION AD LIMITATION OF
SECTION 713.23 FLORIDA STATUTES ARE INCORPORATED
AND HEREIN BY REFERENCE.



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____ NA
Name and Title:
Address

Signature: _____ NA
Name and Title:
Address



DRAFT

RIDER ADDING ADDITIONAL OBLIGEEES

TO BE ATTACHED TO and form a part of Bond No. 800104860, dated the _____ day of _____, _____, issued by **ATLANTIC SPECIALTY INSURANCE COMPANY, 605 Highway 169 North, Suite 800, Plymouth, Minnesota, USA 55441** as Surety, on behalf of _____
Marmar Construction, Inc. as Principal, in favor of _____
San Alfonso Housing, Inc. as Obligee.

WHEREAS, upon the request of the Principal and Obligee, the attached bond is hereby amended to add _____
Neighborhood Lending Partners of Florida, Inc. - 3615 Spruce Street, Tampa FL 33607

Florida Housing Finance Corporation, its successors and assigns as their interest may appear, 227 No. Bronough St., Suite 5000, Tallahassee, FL 32301, as an Additional Obligee(s).
Town of Zolfo Springs - 104 Fifth Street West, Zolfo Springs, FL 33890

PROVIDED HOWEVER, there shall be no liability under this bond to the Additional Obligees, or any of them, unless the said Additional Obligees, or any of them, shall make payments to the Principal in accordance with the terms of said contract as to payments, and shall perform all of the other material obligations to be performed under said contract at the time and in the manner therein set forth which has not been remedied or waived; all of the acts of one Additional Obligee being binding on the other.

In no event shall the Surety be liable in the aggregate to the Additional Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Additional Obligee may be made by its check issued jointly to all.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this _____ day of _____, _____.

Marmar Construction, Inc.

Witness

BY: _____
Principal
(SEAL)

ITS: _____
Atlantic Specialty Insurance Company

Witness Margaret A. Schulz

BY: _____
Attorney-In-Fact Kevin R. Wojtowicz
(SEAL)



ACKNOWLEDGMENT BY ADDITIONAL OBLIGEEES

The Additional Obligee hereby acknowledge that this agreement is subject to the precedent condition that the Additional Obligee shall have no right of action against the Principal or the Surety except such as the Owner him/herself would have if suing and shall be subject to all offsets and defenses however arising which would be available against the Owner.

In no event shall the Surety be liable in the aggregate to the Obligees for more than the penalty of the Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Obligee may be made by its check issued jointly to all.

WITNESS the following signatures and seals this _____ day of _____, _____.

(Obligee) San Alfonso Housing, Inc.

BY: _____

WITNESS: _____ (SEAL)

(Obligee) Neighborhood Lending Partners of Florida, Inc.

BY: _____



WITNESS: _____ (SEAL)

(Obligee) Florida Housing Finance Corporation, its successors and assigns as their interest may appear

BY: _____

WITNESS: _____ (SEAL)

(Obligee) Town of Zolfo Springs

BY: _____



WITNESS: _____ (SEAL)

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Tracey C. Brown, Jessica Pamela Reno, Kevin R. Wojtowicz, Devin J. Phillips, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

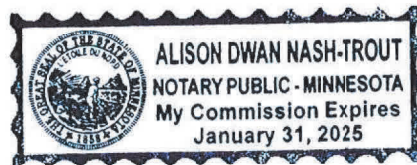
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.



This Power of Attorney expires
January 31, 2025

Kara Barrow
Kara Barrow, Secretary

Subdivision Performance Bond Site Improvements

KNOW ALL PERSONS BY THESE PRESENTS that we, San Alfonso Housing, Inc, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under the laws of the state of Texas and duly licensed to conduct a general surety business in the state of FL, as Surety, are held and firmly bound unto Town of Zolfo Springs, as Obligee, in the sum of One Million Eight Hundred Thirty Nine Thousand One Hundred Eleven Dollars (\$ 1,839,111.00) dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a development agreement (the "Agreement") with said Obligee relating to a subdivision identified as: Casa San Alfonso.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform said Agreement during the original term thereof, or of any extension of said term that may be granted by the Obligee in writing and consented to in writing by the Surety, then this obligation shall be void, otherwise it shall remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee(s) only, and no other person or entity shall have any rights under this bond.
2. No claim shall be allowed against this bond after the expiration of one year from the completion date set forth in the Agreement, or one year from the end of the latest extension of time consented to in writing by the Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
3. In the event of a default by the Principal and the receipt by Surety of timely written notice of a claim, the Surety shall be liable to reimburse the Obligee for damages sustained by the Obligee as a result of Principal's default of its bonded obligation. It is understood and agreed that this bond shall not be construed as a penalty or as a forfeiture obligation, but rather reimburses the Obligee for actual losses incurred.
4. This bond covers installation of site improvements, and does not cover on-going maintenance of completed site improvements. This bond will not respond to any liability that arises from design defects or efficiency guarantees.
5. In no event shall the Surety's aggregate liability hereunder exceed the dollar amount of this bond set forth above.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed by its duly authorized Attorney-in-Fact this 26th day of July, 2022.

Principal

San Alfonso Housing, Inc

Frank J Dewane
Signature of Authorized Officer
PRESIDENT FRANK J DEWANE
Print Name & Title

Great Midwest Insurance Company

Brett Rosenhaus
Signature of Attorney-in-Fact
Brett Rosenhaus, Attorney-in-Fact
Print Name

[SEAL]

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

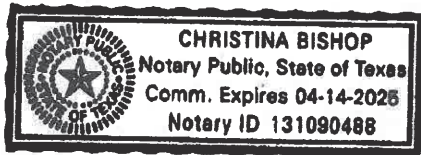


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 26th Day of July, 2022



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



TASK ASSIGNMENT FORM

In accordance with the **CITY OF WAUCHULA** (the "City") Consultant Services Agreement dated May 21, 2025, the City hereby authorizes Kimley-Horn and Associates, Inc. (the "Consultant") to proceed with the services as set forth in the attached Scope of Work and the following:

Brownfields Agreement: BF-95481311-1

Task Assignment: KHA – 2025-02

Project Title: Gardens @ Midtown Oversight

Task: **Oversight of Gardens @ Midtown Construction over Contamination associated with 226 W. Main**

Site ID: WA -001-2011

Site Address: 226 West Main Street, Wauchula, Florida

Consulting Firm: Kimley-Horn and Associates, Inc.

Billing: As set forth in the Consultant Services Agreement dated May 21, 2025

Not-To-Exceed Cost: \$ 101,500

Effective Date: March 10, 2026

Scope of Work: See attached Scope of Work, which is a part of this Task Authorization.

AUTHORIZATION:

KIMLEY-HORN AND ASSOCIATES, INC.

Accepted By: 
F8520008CBD6460...

Date: 3/10/2026

SCOTT GILNER, P.E.
Sr. Vice President

CITY OF WAUCHULA

Reviewed By: _____ Date: _____
 OLIVIA MINSHEW
 Director of Community Development

Approved By: _____ Date: _____
 JESSICA NEWMAN
 Community Redevelopment Agency, Coordinator



SCOPE OF WORK (TASK PROPOSAL)

The Consultant shall provide the following services in association with the property at 226 West Main Street, Wauchula, Florida (the "Site").

Task 1 – Soil Management Plan Preparation

The Consultant will prepare a Soil Management Plan (SMP) in accordance with the Florida Department of Environmental Protection's (FDEP's) *Guidance for Preparation of Soil Management Plans*, dated May 2022. The Soil Management Plan will provide details on the handling, characterization, relocation, and dust monitoring required for the project. It will also include a Health and Safety Plan (HASP) to be implemented during construction activities, and detail the types of contamination and relocation activities.

Task 2 – Excavation Oversight, Dust Monitoring, and Source Removal Report Preparation

Kimley-Horn will coordinate with the construction contractor to have someone onsite to oversee and document the soil excavation and disposal activities. Soils being excavated will be required to be disposed at an approved landfill under waste manifest protocols. The contractor will be required to contact the landfill to arrange acceptance of the impacted soils.

Prior to excavation activities, Kimley-Horn will provide notification to FDEP, per Chapter 62-780.525, F.A.C. requirements.

Kimley-Horn will provide oversight of the excavation and disposal of impacted soils. Oversight activities will consist of:

- Taking measurements and photos of excavation activities
- Collecting copies of waste manifests
- Observing safety protocols from the contractor

For the purposes of this proposal, Kimley-Horn estimates that soil disturbance activities will take approximately two (2) months to complete the work (assumed at 5 days per week).

As per Soil Management Plan requirements, precautions shall be taken to minimize fugitive emissions of particulates (dust) from the Site. Dust control measures will be employed when visually observable dust exists during SMP activities at the Site. To minimize worker exposure, the contractor will implement dust suppression practices on an as-needed basis. Kimley-Horn will provide ambient air dust monitors (such as a TSI DustTrak DRX aerosol monitor or similar) to monitor fugitive dust emissions in the areas surrounding the work area. The dust monitors will be set up with remote telemetry to download dust monitoring data real time. Dust monitoring data will be collected and tabulated or graphed for submittal to FDEP in a Source Removal Report (see below). For the purposes of this proposal, dust monitoring will take place for the entire time excavation activities are taking place, estimated at approximately two (2) months.

Upon completion of excavation activities, Kimley-Horn will prepare a Source Removal Report (SRR).

Kimley»Horn

per Chapter 62-780.525, F.A.C. The SRR will detail excavation and disposal activities, provide copies of waste manifests, along with providing a total number of tons excavated and removed from the site. The report will be signed and sealed by a registered Professional Geologist and submitted to FDEP for review and approval.

Task 3 – Project Coordination and Meetings

For this task, Kimley-Horn is assuming up to one senior professional will attend virtual and/or face to face meetings. Kimley-Horn has budgeted a total of 30 hours of labor for a senior professional to attend and coordinate these meetings.

COST SUMMARY

Task	Kimley-Horn Labor Fee	Subcontractors and Expenses (drilling, laboratory, etc.)
Task 1 – Soil Management Plan Preparation	\$7,500	-
Task 2 – Excavation Oversight, Dust Monitoring, and Source Removal Report Preparation	\$75,000	\$10,000
Task 3 – Project Coordination and Meetings	\$9,000	-
Total	\$91,500	\$10,000

Total = \$101,500

DELIVERABLES AND SCHEDULE

The Consultant shall provide the following deliverable(s):

Deliverables: Soil Management Plan
 Source Removal Report

Deliverable Date: N/A



Property Info:

Parcel ID No.: 04-34-25-0260-00017-0001
Size: 0.2 AC (MOL)
Owner: 226 West Main, LLC

No. structures on-site: 1
Date(s) of construction: 1930
Asbestos/Lead Inspection Required? Not at this time
Indoor Air Quality Issues Anticipated? Not at this time

**Property Appraiser Information Attached (as of 12/3/2025).*

Source:

<https://qpublic.schneidercorp.com/Application.aspx?AppID=813&LayerID=14471&PageTypeID=4&PageID=6254&Q=54680393&KeyValue=04-34-25-0260-00017-0001#>



Wauchula Police Department

5-Year Statistical
Comparisons

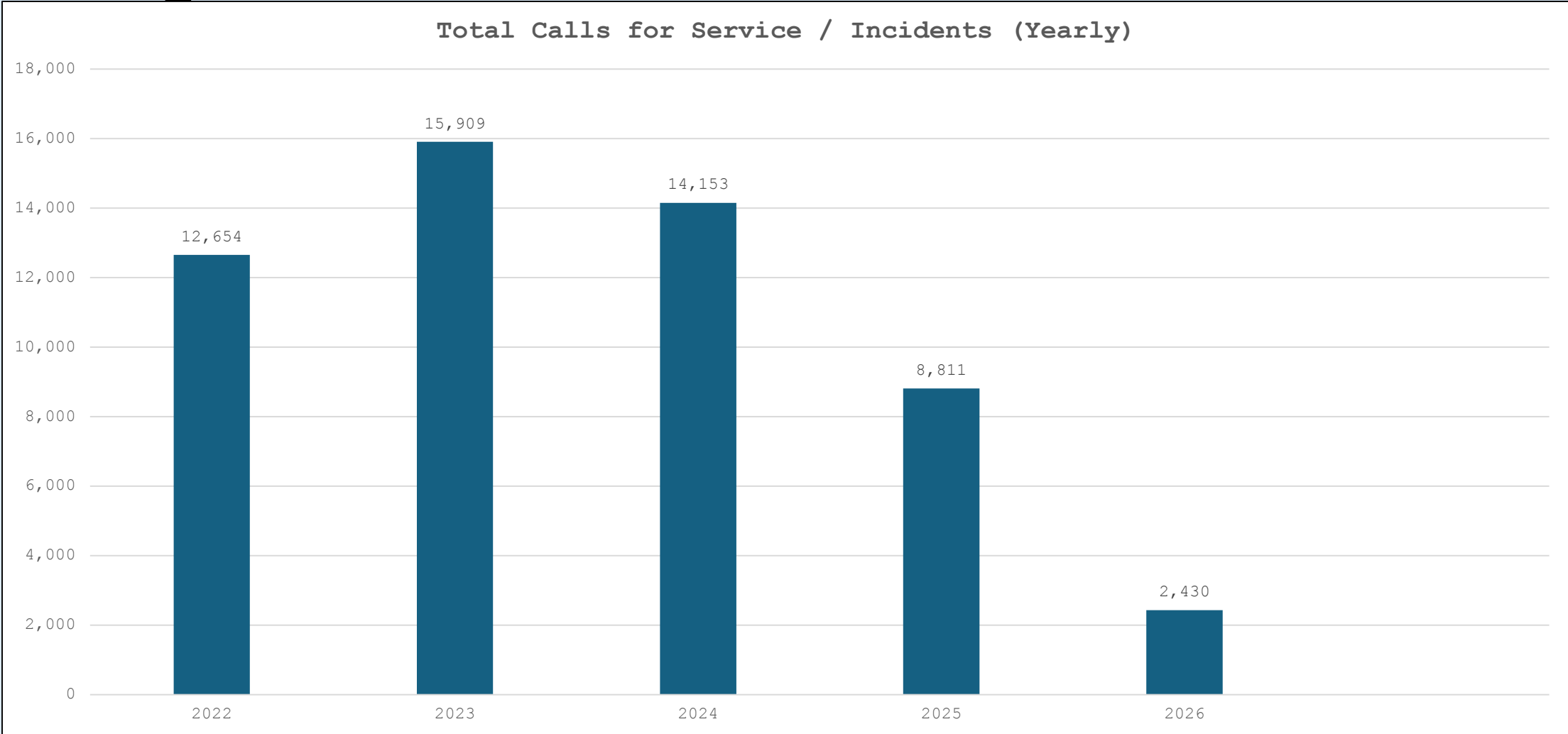
Quarters 1 & 2 of FY 25-26



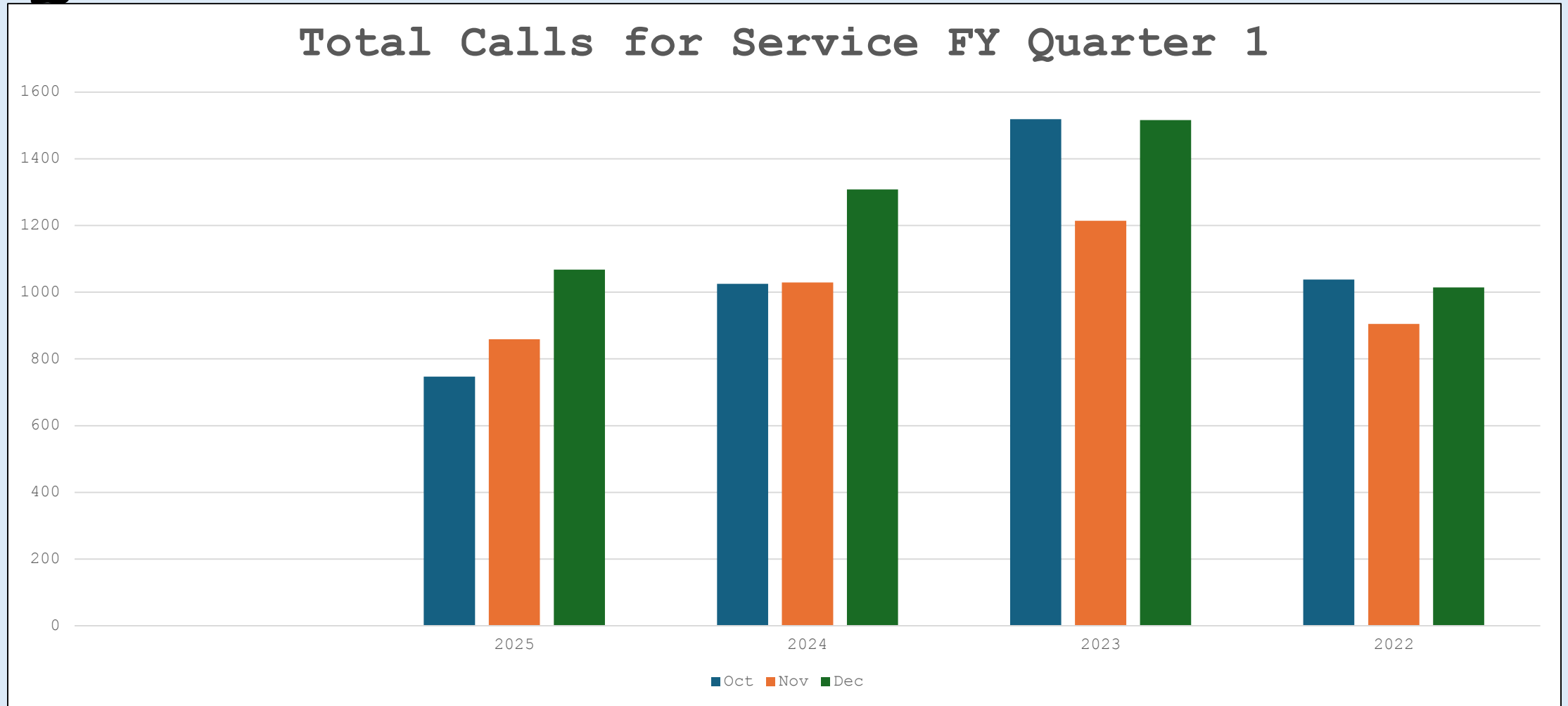
Calls for Service & Incident Comparisons



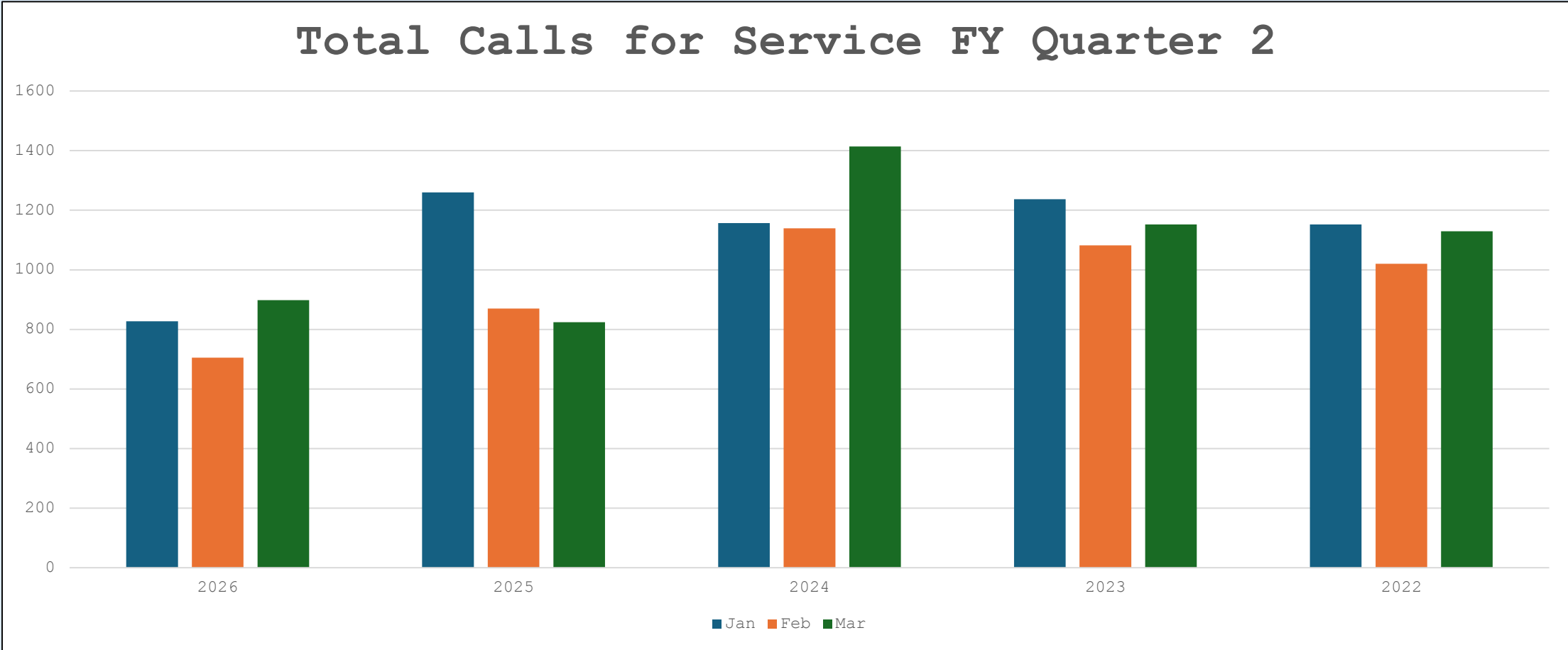
Total Calls for Service 5-Year Comparison



Total Calls for Service FY Quarter 1



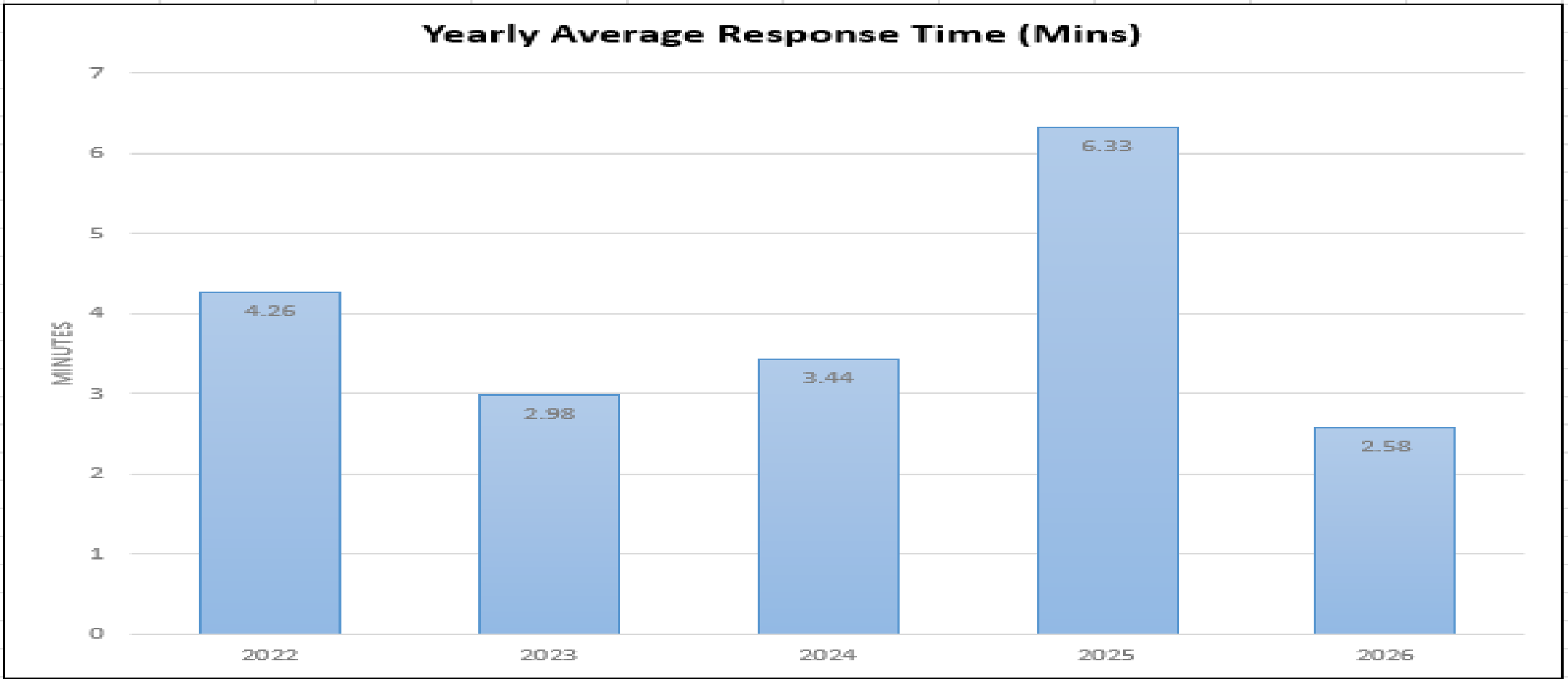
Total Calls for Service FY Quarter 2



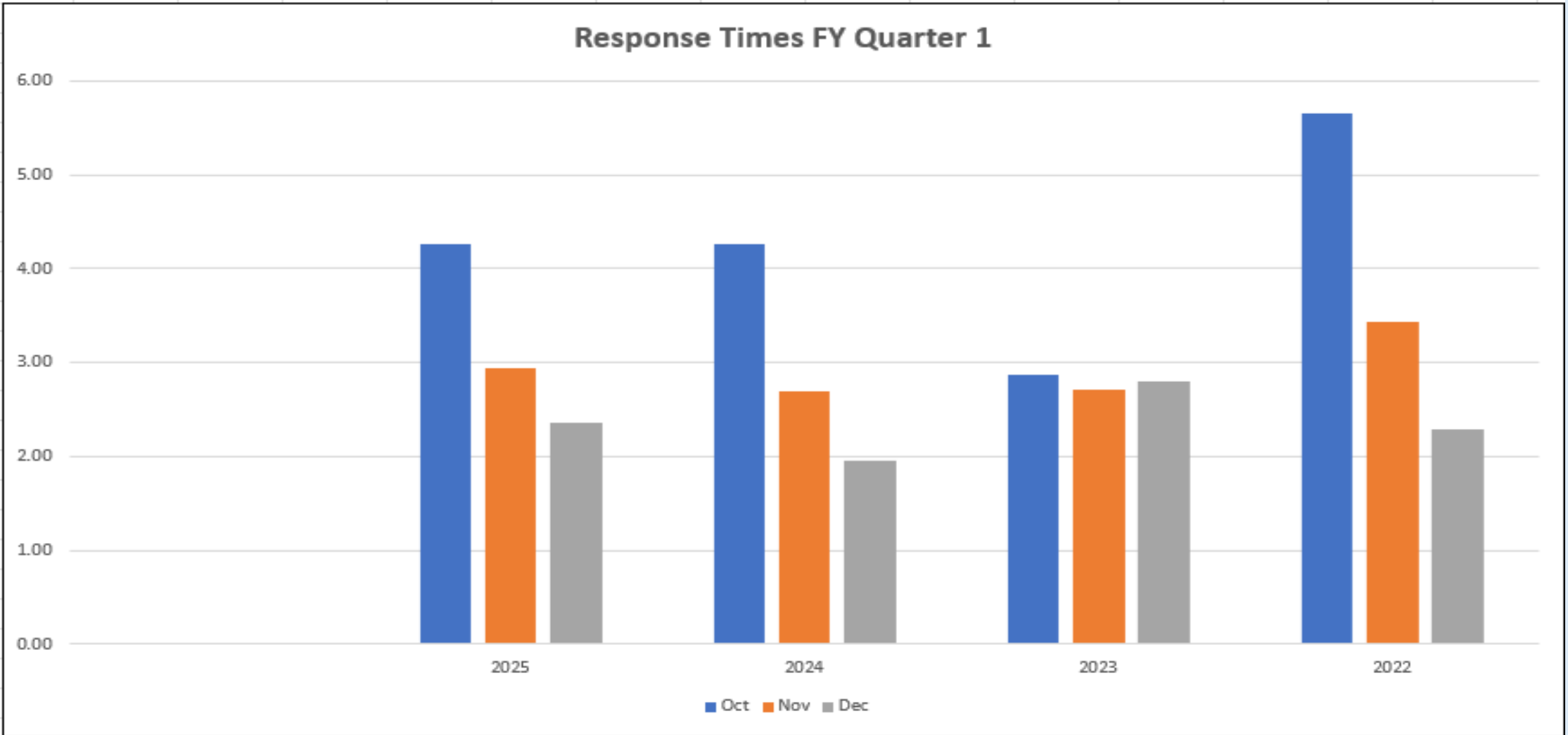
Response Time Comparisons



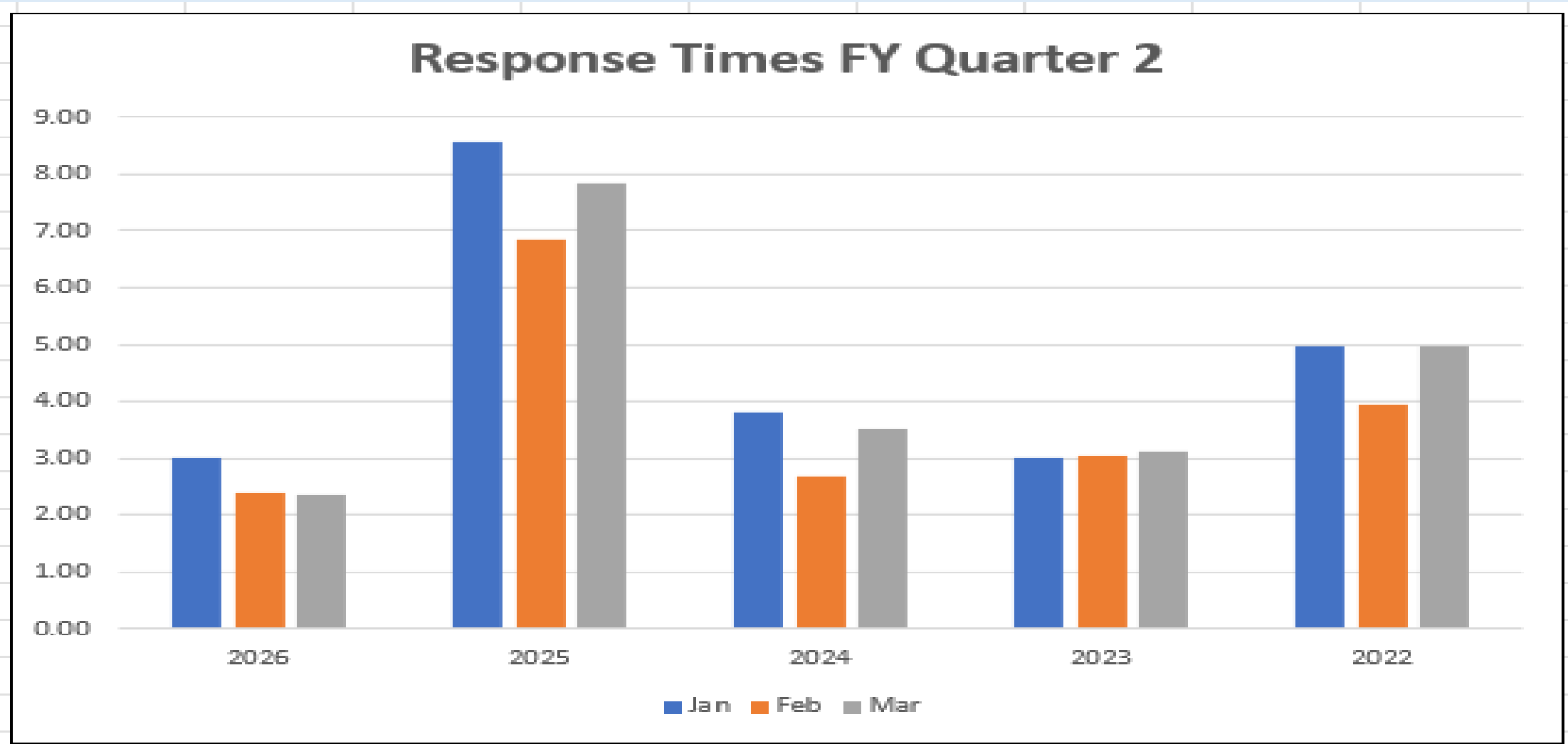
Average Response Times 5-Year Comparison



Response Times FY Quarter 1 Comparisons



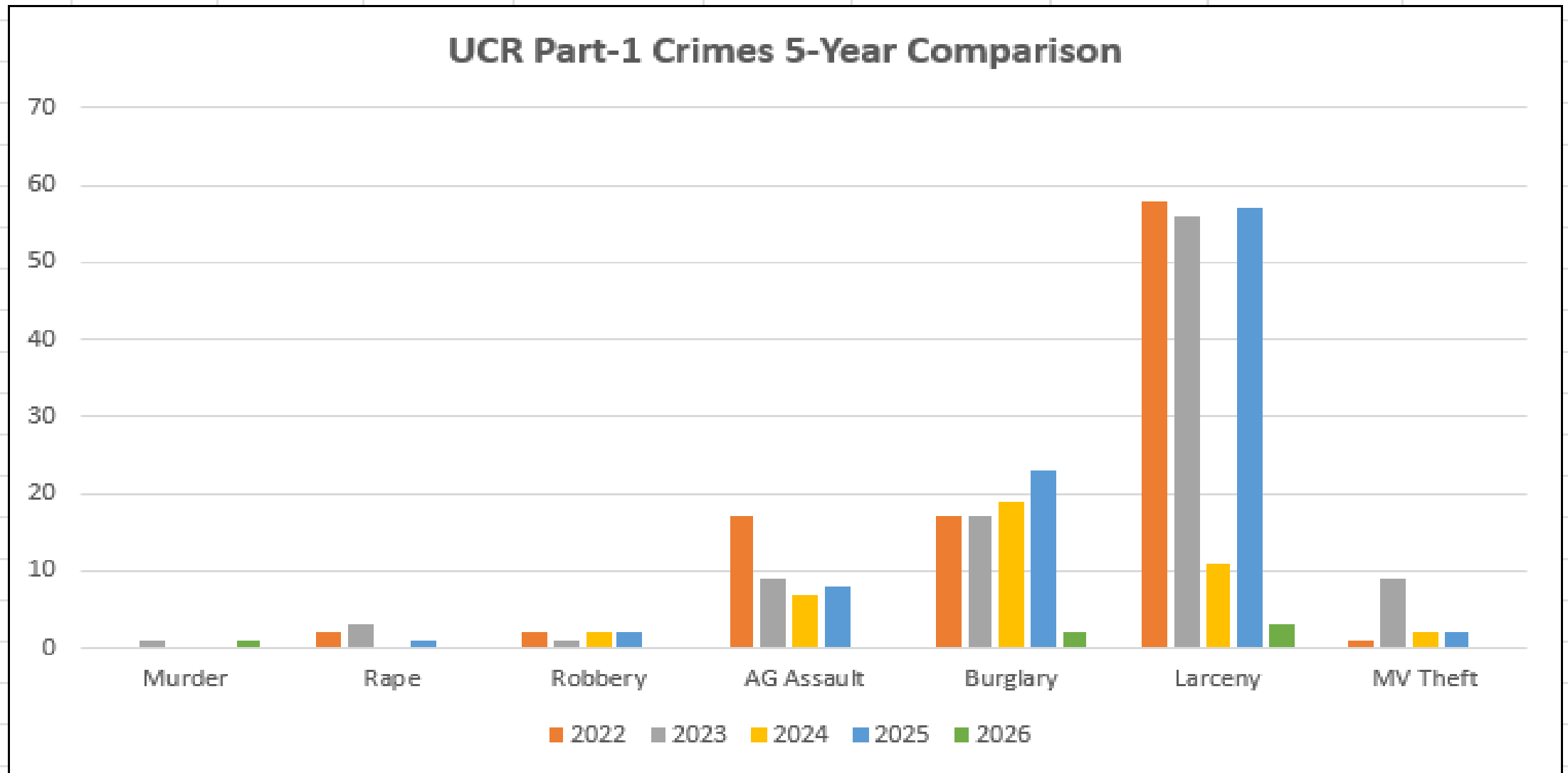
Response Times FY Quarter 2 Comparisons



Crime Reporting



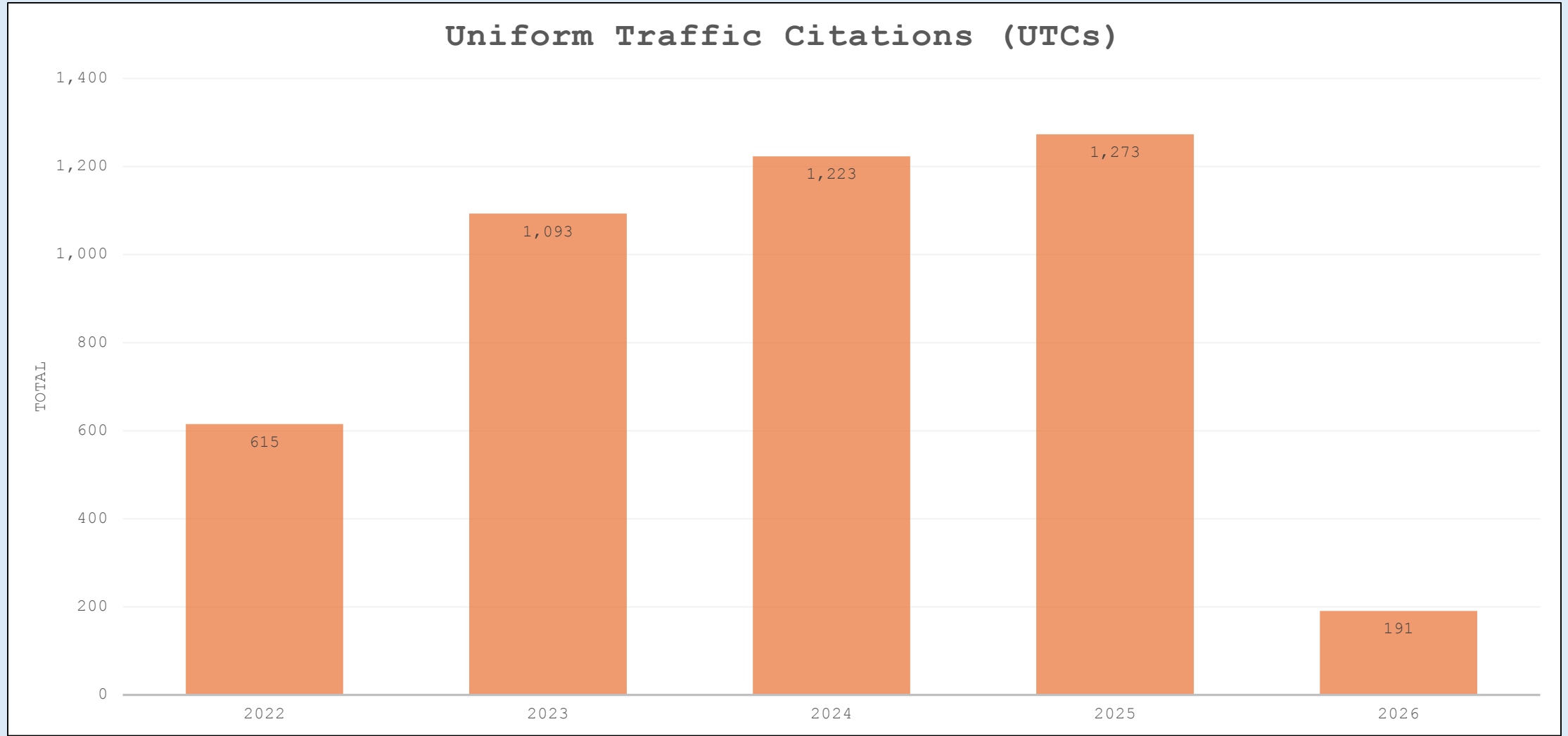
UCR Part-1 Crimes 5-Year Comparisons



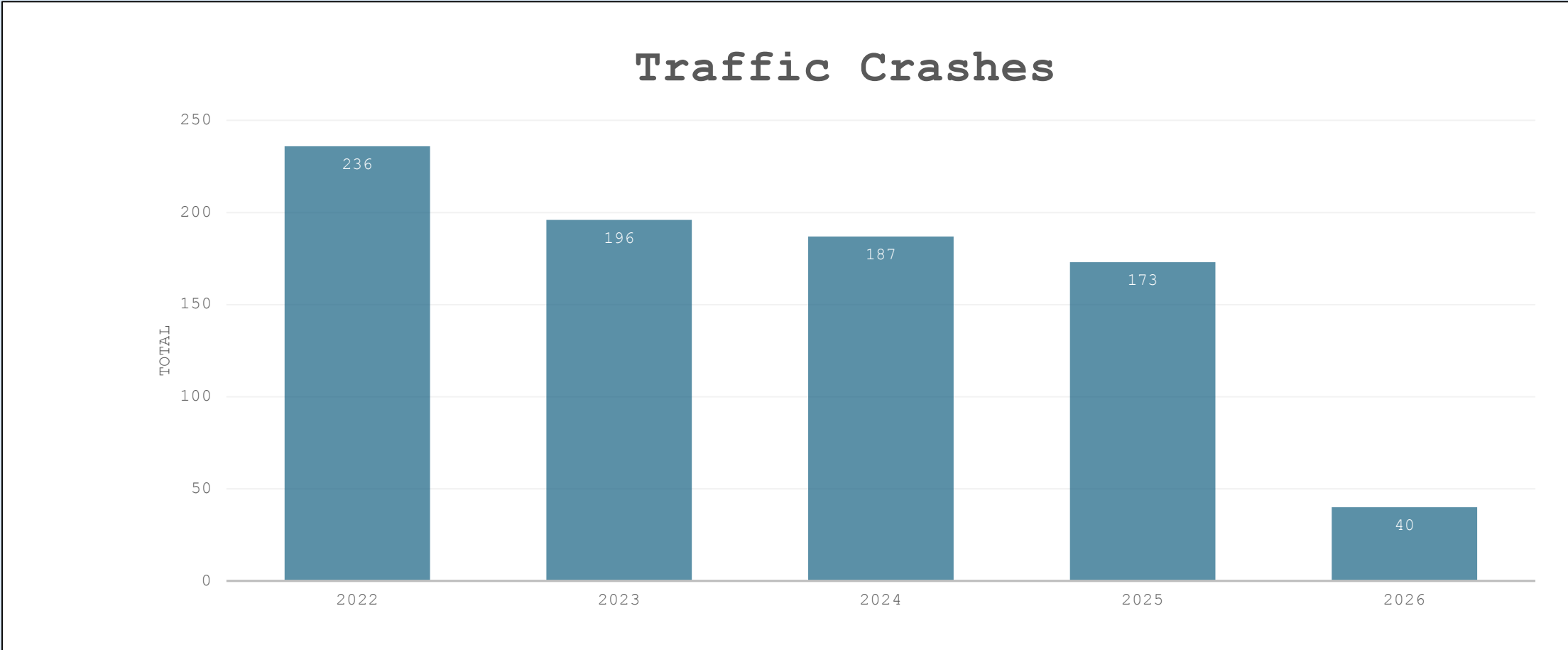
Traffic Crashes & Traffic Enforcement



Traffic Citations 5-Year Comparison



Traffic Crashes 5-Year Comparison



School Zone Automated Speed Enforcement

Item # 25.

School Zone Speed Cameras

- Florida Statutes § 316.1896 violations result in a civil penalty of \$100. Distribution of these funds is prescribed by statute.
 - **\$60 (Local Government Share) :**
 - \$36.00 to City of Wauchula
 - \$24.00 to Blue Line Solutions
 - **\$20 (State General Revenue) :**
 - **\$12 (School Crossing Guard Programs) :**
 - **\$8 (Administrative Costs) :**
- Civil infractions that do not result in points on a driver's license and are not criminal.
- The statutory framework ensures that funds are directed toward statewide needs and, importantly, toward enhancing school safety through crossing guard support

Activity Since August 2025

- 283 citations:
 - Paid: 181
 - Closed due to transfer: 4
 - Closed due to void: 1
 - Closed due to warning: 39
 - In UTC Queue: 3
 - Open: 55

QR Business Check Crime Prevention Initiative



QR Scans for all Registered Properties FY 25-26 Quarter 2



THE
END