

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

September 4, 2025, at 8:30 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

COMMISSIONERS

District I Timothy E. Wells
District II Noey A. Flores
District III E. Donald Chancey, Jr.
District IV Russell A. Melendy
District V Kenneth A. Miller

County Manager Terry Atchley
Clerk Victoria L. Rogers
County Attorney Sarah Johnston
Assistant County Manager Doug Baber
Assistant County Manager Christopher Simpron
Administrative Services Manager Holly Smith
Executive Assistant Brandy Crawford
Deputy Clerk Laura Barker
Deputy Clerk Jessica Santibanez
Deputy Clerk Joley Pleger

1. **INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE**

2. **CALL TO ORDER**

3. **APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS**

4. **MINUTES FOR APPROVAL**

5. **PUBLIC COMMENT FOR NON-AGENDA ITEMS**

6. **PROCLAMATIONS**

   A. **Lacey Webb, Parks, Recreation & Marketing Manager -** National Wildlife Day Proclamation

      - Motion to approve the Proclamation declaring September 4, 2025, National Wildlife Day.

7. **CONSENT AGENDA**

   Motion to approve the Consent Agenda as presented.

8. **PRESENTATIONS**

   A. **Sarah Evers & Krystin Chapman, The Development Group -** Monthly Update

9. **BUSINESS AGENDA - Quasi-Judicial Items:**

   A. **Jorden Eisenstein, Planner I -** Special Exception for T&G

      - Motion to approve special exception 25-63 for T&G with conditions recommended by staff;

authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

10. BUSINESS AGENDA - Ordinances:

A. **Diane Moore, Budget Manager -** Ordinance 2025-03 - 5th Cent Local Option Tax

- Motion to approve the final reading of Ordinance 2025-03, An Ordinance imposing a five (5) cent local optional fuel tax upon every net gallon of motor fuel sold in Hardee County and taxed under the provisions of Section 206.41 and Section 336.025(1)(b), Florida Statues; providing that the imposition shall be effective for a period of ten (10) years, beginning January 1, 2026; providing distribution, pursuant to the applicable interlocal agreement between Hardee County and municipalities located therein representing a majority of the incorporated area population within the county; providing for severability; and providing for an effective date.

11. BUSINESS AGENDA - Action Items:

A. **Lacey Webb, Parks, Recreation & Marketing Manager -** TDC Marketing & Branding Presentation

- Motion to approve branding for the Tourist Development Council as presented.

B. **LaTicia Wilkins, Safety & Risk Manager -** Resolution 2025-56 - Updated Travel Policy

- Motion to approve Resolution 2025-56, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and adopting a revised travel policy; authorizing the County Manager and the Hardee County Clerk of Courts to implement internal policies and procedures in accordance with the revised policy and further authorizing the execution of necessary documents and expenditure of funds pursuant to the travel policy; providing for authorization; and providing for an effective date.

C. **Diane Moore, Budget Manager -** Operating Amendments

- Motion to approve the operating amendments as presented.

D. **Lorie Ayers, General Services Director -** Resolution 2025-63 - 2026 Legislative Packet

- Motion to approve Resolution 2025-63, A Resolution of the Board of County Commissioners of Hardee County, Florida, relating to the 2026 legislative session; authorizing staff to prepare a legislative packet; identifying infrastructure and economic development issues; and providing for an effective date.

E. **Lorie Ayers, General Services Director -** Solid Waste Management Grant Agreement

- Motion to approve the submission and acceptance of the State of Florida Department of Environmental Protection, Small County Consolidated Solid Waste Management Grant CW013 in an amount not to exceed $93,750.50; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

F. **Lorie Ayers, General Services Director -** JAG Countywide Grant Application

- Motion to approve the submission and acceptance of the Florida Department of Law Enforcement JAG-C grant application in the amount of $28,783,43; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

G. **Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for Bridges

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $300,000 to restore and improve bridges in Hardee County (County Road 634 Main and Overflow Sweetwater Road over Charlie Creek Bridge and Airport Road Bridge over Max Branch); authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

H. **Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for the Hardee County Civic Center

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storm Infrastructure Repair Program (IRP) in an amount not to exceed $3 million to restore and improve the Hardee County Agri-Civic Center; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

I. **Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for the Hardee County Health Department

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $6 million to restore and improve the Hardee County Health Department; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

J. **Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for Three Bridges

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $10,410,392 to restore and improve three bridges in Hardee County (Hendry Bridge, Dansby Road Bridge and Fish Branch Road Bridge); authorizing the County Manager or Chair to execute any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

K. **Lorie Ayers, General Services Director -** Florida Commerce Storms Infrastructure Repair Program (IRP) Grant Application for Waterway Debris in Hardee County

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida

Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $1,900,000 for the removal of waterway debris in Hardee County; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

12. APPOINTMENTS

13. COUNTY MANAGER NON-CONSENT

14. COUNTY ATTORNEY

A. Draft Comprehensive Policy Governing Charitable Donations and Solicitations

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

16. REMINDERS

- September 8, 2025 - HCSO Site Selection Committee Meeting at 7:30 p.m.
- September 9, 2025 - Tentative Budget Hearing at 5:05 p.m.
- September 11, 2025 - IDA Meeting at 8:30 a.m.
- September 23, 2025 - Final Budget Hearing at 5:05 p.m.
- September 25, 2025 - BOCC Meeting at 8:30 a.m.

17. ADJOURNMENT

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Parks, Recreation, & Marketing
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Lacey Webb, Parks, Recreation & Marketing Manager -** National Wildlife Day Proclamation
SUGGESTED ACTION:	- Motion to approve the Proclamation declaring September 4, 2025, National Wildlife Day.

ATTACHMENTS:
Proclamation-National-Wildlife-Day-9.4.25 (1).pdf

Hardee County
FLORIDA

PROCLAMATION

National Wildlife Day

September 4, 2025

WHEREAS, Hardee County is home to a rich diversity of native wildlife, from the bobcats and otters cared for at the Hardee County Wildlife Refuge to countless birds, fish, and pollinators that sustain our natural ecosystems; and

WHEREAS, wildlife and natural habitats are vital to the environmental health, cultural heritage, and economic prosperity of Hardee County, attracting visitors, supporting outdoor recreation, and enriching the lives of our residents; and

WHEREAS, National Wildlife Day, recognized each year on September 4th, raises awareness of the importance of protecting wildlife and encourages communities to take action in preserving species and their habitats for future generations; and

WHEREAS, the Hardee County Wildlife Refuge, in partnership with the Board of County Commissioners, provides critical education, rehabilitation, and conservation efforts that inspire stewardship and community pride; and

WHEREAS, residents of Bowling Green, Wauchula, Zolfo Springs, and all of Hardee County benefit from conservation initiatives that ensure wildlife and people can thrive together; and

WHEREAS, this observance offers an opportunity to celebrate the unique wildlife of our county, honor the dedication of staff and volunteers who safeguard it, and reaffirm our commitment to fostering a wildlife-friendly community.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Hardee County does hereby proclaim September 4, 2025, as National Wildlife Day in Hardee County, Florida, and encourages all citizens to appreciate, protect, and promote the wildlife and natural resources that make our county a special place to live, work, and visit.

_____ _____

Russell A. Melendy, Chair Date

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Sarah Evers & Krystin Chapman, The Development Group** - Monthly Update
SUGGESTED ACTION:	

AGENDA ITEM NO. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items:**
SUBJECT:	**Jorden Eisenstein, Planner I -** Special Exception for T&G
SUGGESTED ACTION:	- Motion to approve special exception 25-63 for T&G with conditions recommended by staff; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Special Exception No. 25-63 --BOCC Agenda Packet Updated.pdf

AGENDA REQUEST FORM

Complete **ONE** form, per item request.

Department/Agency Hardee County Community Development Department

Contact Person Jorden Eisenstein Phone (863) 767 1964

Email jorden.eisenstein@hardeecountyfl.gov Fax n/a

I request the following item be placed on the 09/04/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Jorden Eisenstein- Planning Technician (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Special Exception - T & G

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____ YES / x NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign Record of Decision
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

Hardee County FLORIDA

STAFF REPORT

Special Exception

Hardee County Community Development Department

110 S. 9th Avenue, Wauchula, FL 33873: (863) 767-1964

Application No:	**25-63**
Request:	Applicant is requesting approval of a Special Exception use to allow the property owner to utilize the existing structures as a non-retail commercial warehouse to store fiberglass septic tanks for wholesale, on two separate parcels totaling 11.0 +/- acres, located on the Eastside of Garza Rd.
Property Owner/Applicant:	T & G **Co:** Mikell Thompson PO Box 1017 Zolfo Springs, FL 33890
Location:	2798 Garza Rd On the East side of the Garza Rd
Parcel Identification:	25 34 25 0000 01360 0000 25 34 25 0000 01370 0000
Site Size:	**11.0** +/-acres
Existing Zoning/Land Use:	**A-1** zoning/**Agriculture**
Surrounding Zoning/Land Use:	North: A-1/AGR South: A-1/AGR East: A-1/AGR West: A-1/AGR
Staff Recommendation:	Staff and the Planning/Zoning Board recommend **APPROVAL** to the Board of County Commissioners of Agenda No. 25-63, a Special Exception request to allow the property owner to utilize the existing structures as a non-retail commercial/light industrial warehouse to store fiberglass septic tanks for wholesale, on two separate parcels totaling 11.0 +/- acres, located on the Eastside of Garza Rd.

History and Summary of Request:

The site was previously known as Orange Enterprises Inc. The current property owner(s) are in negotiations to sell both parcels to a business owner who is seeking to utilize the existing 14,400-sf warehouse, 960-sf office and accessory structures for the storage of wholesale septic tanks. Hardee County Unified Land Development Code Table 3.03.00(A), specifies that a non-retail, commercial/light industrial use in the A-1 zoning district requires approval of a Special Exception. Contingent upon approval, any new development on the property will need to go through the site development process.

Procedure

Hardee County Unified Land Development Code Table 3.03.00(A) says any use or structure not specifically, provisionally, or by reasonable implication incidental to a use permitted here, or permissible by Special Exception. The standards for review of a special exception application are outlined in Article 9, Section 9.08.00, which staff has utilized to review the application.

Staff Analysis

Findings of Fact:

- *The site of the request is located in the Agriculture future land use category and the A-1 (Agriculture) zoning district.*
- *The submitted application is for a storage of wholesale fiberglass septic tanks on two separate parcels, Parcel ID# 25 34 25 0000 01360 0000 and Parcel ID# 25 34 25 0000 01370 0000.*
- *The site is located on the west side of Garza Rd.*
- *Garza Road is a chipseal asphalt County-maintained roadway and is classified as a Local Road. There is not a recorded AADT for Garza Rd but provides access to both SR 66 and Steve Roberts Special. The average daily traffic count for SR 66 (Principal Arterial) in 2024 was 6200 and 750 for Steve Roberts Special (Minor Collector).*
- *Water and wastewater will be provided via an existing private well and septic tank/drainfield system.*
- *Best available information identifies no flood or wetlands on the site.*

STANDARDS OF REVIEW

Article 9, Section 9.08.04(C), Standards of Review for Special Exceptions are as follows:

(1) Whether and to what extent, the Special Exception use at the particular location for which it is proposed, is necessary or desirable and in the interest of furthering the Comprehensive Plan, of providing for the public convenience, or of contributing to the general welfare of Hardee County.

The proposed Special Exception will allow the utilization of an older factory warehouse building that is not currently in use and transform it into a new business that would be consistent to Policy L.1.1, which encourages uses that offer commercial and employment opportunities in the county.

(2) Whether and to what extent all steps have been taken by the developer to minimize any adverse effects of the Special Exception use on the immediate vicinity and on the health, safety and welfare in general.

The proposed storage warehouse will be using existing structures minimizing the need

for new construction.

(3) *Whether and to what extent, planned or proposed public and private developments may be adversely affected by the Special Exception use.*

There are no planned public or private developments in the vicinity of this request.

(4) *Whether and to what extent, existing zoning and land use in the vicinity of the Special Exception use require special considerations and conditions.*

No other private or public development is planned in the vicinity of this request.

(5) *Whether and to what extent, the proposed Special Exception is compatible with the following standards:*

(a) *Whether one or more of the following design standards proposed for the subject property will differ substantially from the design standards currently allowed for any of the adjacent properties, such as:*

Yards, Setbacks, Height, Lot Coverage, Impervious Surface Coverage, Parking, Hours of Operation

All existing structures would've had to meet the standards of the code at that time and no new construction is being proposed. Any future development will be required to submit a Site Development Plan.

(b) *Whether the intensity or density of use will be greater or lesser than that currently permitted for adjacent or currently existing properties.*

The intensity or density of use will not be increased.

(c) *Whether the proposed change in land use will adversely alter the existing land use pattern.*

The proposed use is not predicted to alter the existing land use pattern. The previous use of the citrus workhouse was ancillary with the surrounding cropland, however with the citrus industry declining the land uses will most likely also change over time.

(d) *Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety.*

The proposed operation is not expected to significantly increase traffic or adversely impact the area.

(e) *Whether the proposed change in land use will adversely affect the drainage of the property.*

There is no new construction being proposed and the use will not adversely impact the drainage of the property.

(f) *Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties.*

No change in the quality of water, air or light is expected as a result of the proposed use.

(6) Whether the proposed change in land use will adversely affect the property values of the adjacent properties.

No change in property values is anticipated.

(7) Whether the proposed change in land use will cause noticeable glare, noise, or odors for the adjacent properties.

The proposed operations will not exceed that of a standard 40-hour work week schedule and no more than 2-4 employees on-site, to conduct mostly office functions and limited number of deliveries, and any changes or concerns regarding the work schedule will be determined at the site development plan stage of the project. The proposal is also not expected to generate noticeable glare, noise or odors.

(8) Whether the proposed change in land use would create a mixture of land uses so dissimilar to the existing pattern of development, that the overall quality and character of the surrounding neighborhood would be degraded.

As the adjoining properties are vacant pasturelands with only a handful of adjacent or nearby residences, no negative impacts to the neighborhood are anticipated.

(9) Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.

No incompatibilities related to this request have been identified.

Article 4, Section 4.02.25, General requirements for all Light Industrial Uses:

(A) Minimum lot size shall be one acre unless in an approved industrial park.

The subject property is 11.0 +/- acres.

(B) Structures shall be set back 50 feet from all lot lines.

(C) Canopy and buffer yards shall be provided in accordance with the standards of Section 5.13.00 and a buffer yard "D".

(D) A six-foot fence must be constructed along the property line adjacent to residential land use in addition to the buffer yard required by Section 5.13.00. This fence may be constructed of wood, chain link with inserts, masonry, or metal.

(B-D) The existing structures were constructed in accordance with the development requirements for the zoning district at that time. Any new construction will need to be submitted for a site development plan to show compliance.

Article 8.01.00 Concurrency:

(A) Potable Water, Sewer, Solid Waste, and Drainage. The concurrency requirement may be met through the following condition or action:

The necessary facilities and services are in place at the time development permits were issued.

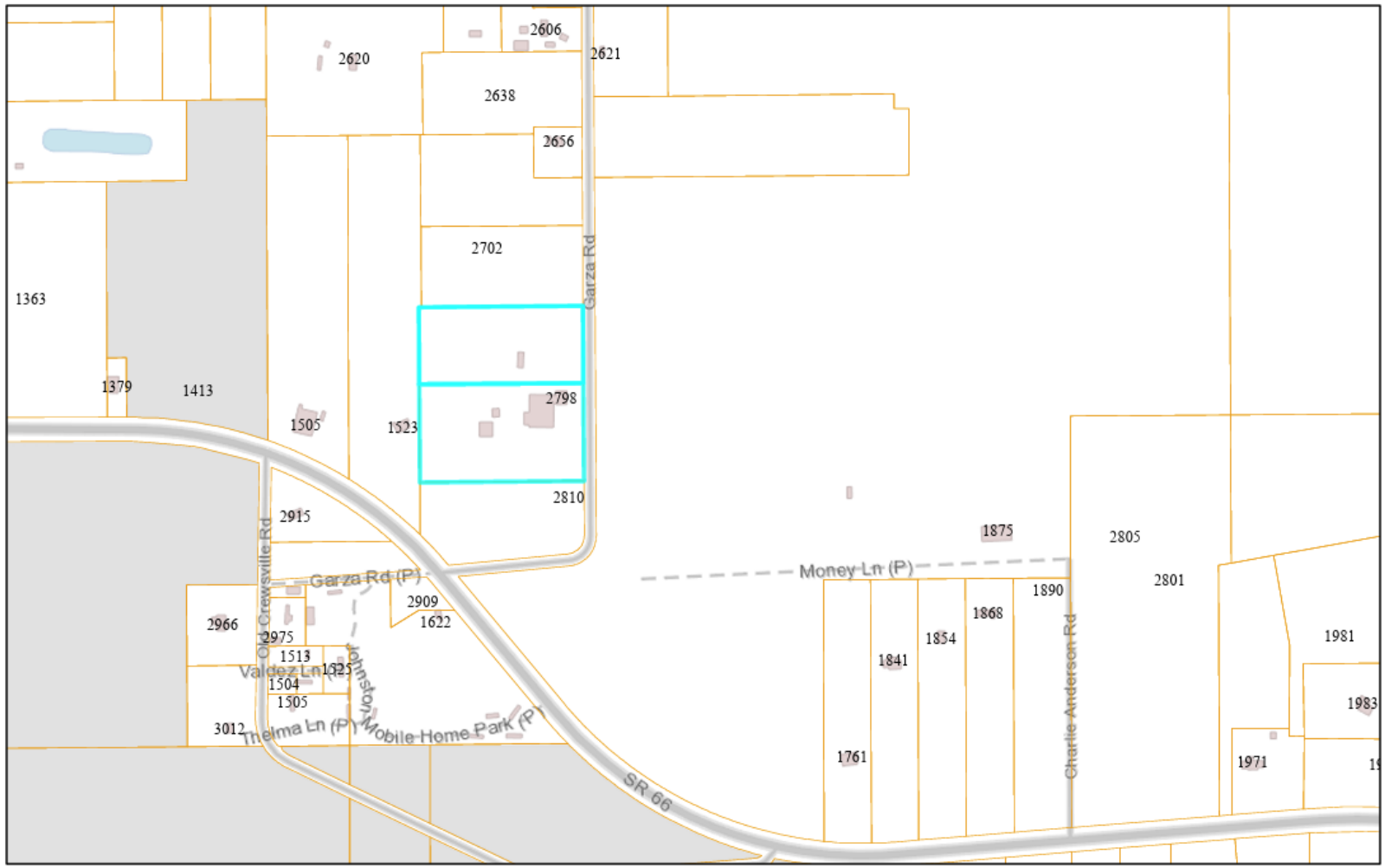
Staff Recommendation: Staff and the Planning/Zoning Board recommend **APPROVAL** to the Board of County Commissioners of Special Exception application no. 25-63, a request to utilize the existing 14,400-sf warehouse, 960-sf office and accessory structures for the storage of wholesale fiberglass septic tanks located on two separate parcels totaling 11.0 +/-acres on the westside of Garza Rd, more particularly described as Parcel #s 25 34 25 0000 01360 0000 and 25 34 25 0000 01370 0000 of the Tax Records of Hardee County, Florida, subject to the following conditions:

1. Prior to approval of building permits the property owner shall obtain Site Development Plan approval for the project.

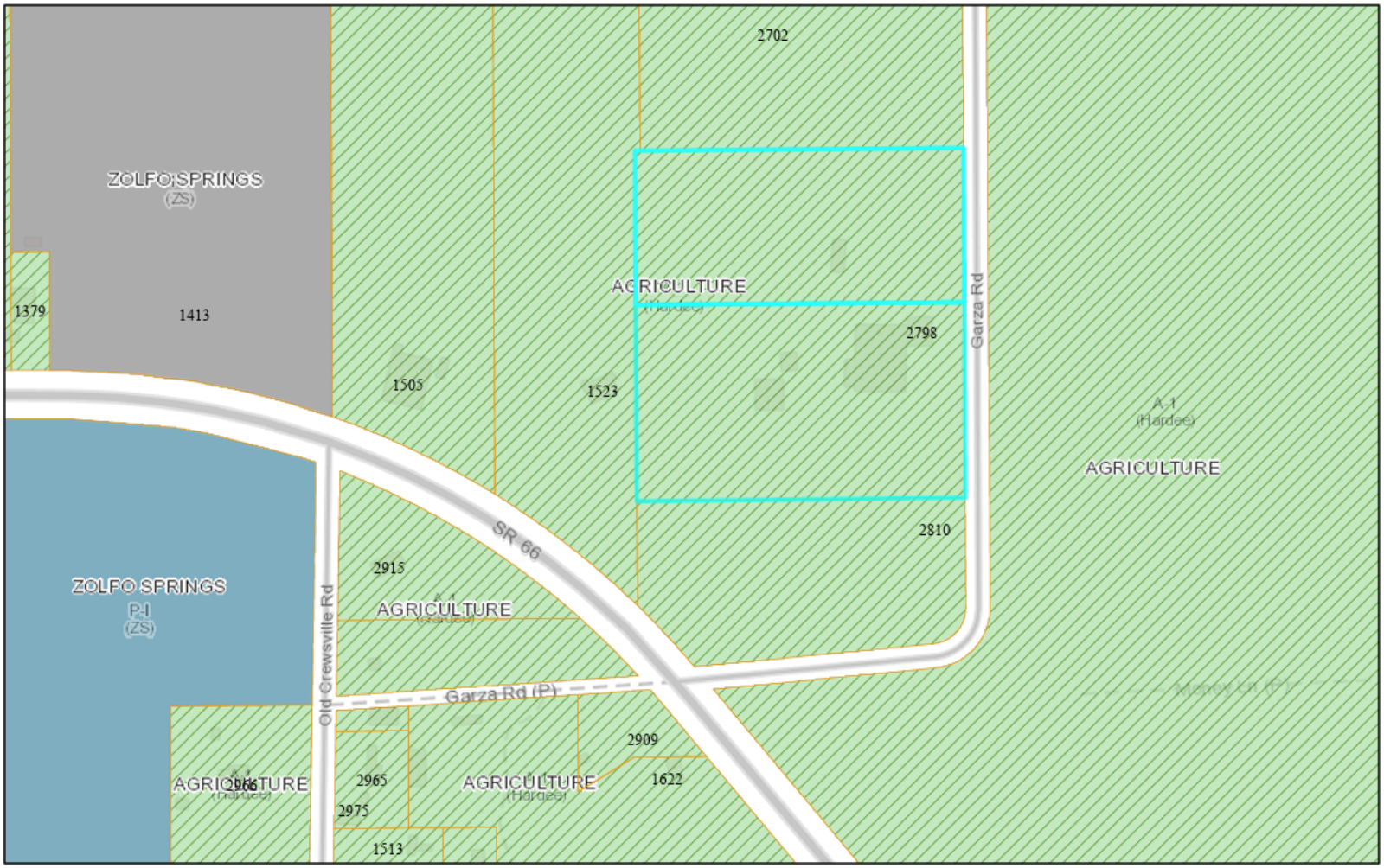
2. The proposed operations shall be limited to a standard 40-hour work week schedule with no more than 2–4 employees on-site, primarily conducting office functions with a limited number of deliveries. Any modifications to the work schedule or operations shall be reviewed and determined at the Site Development Plan stage of the project. The use shall not generate noticeable glare, noise, or odors.

Attachments: Location Map
Zoning/FLU Map
Aerial Map
Complete Application
Concurrency Evaluation Worksheet
Conceptual Plan

SPECIAL EXCEPTION - T&G - Location Map



SPECIAL EXCEPTION - T&G - Zoning/FLU Map



7/31/2025, 11:05:39 AM

Parcels WFS - Parcels

Address Point

Future Landuse (County)

AGRICULTURE

COMMERCE PARK

CONSERVATION

HIGHWAY MIXED USE

INDUSTRIAL

PUBLIC INSTITUTIONAL

RECREATION

RESIDENTIAL LOW

1:3,845

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Esri., Inc., City of Naperville, Illinois, Schneider Geospatial

Hardee County GIS

SPECIAL EXCEPTION - T&G - Aerial Map



7/31/2025, 11:07:50 AM

Parcels WFS - Parcels

Address Point

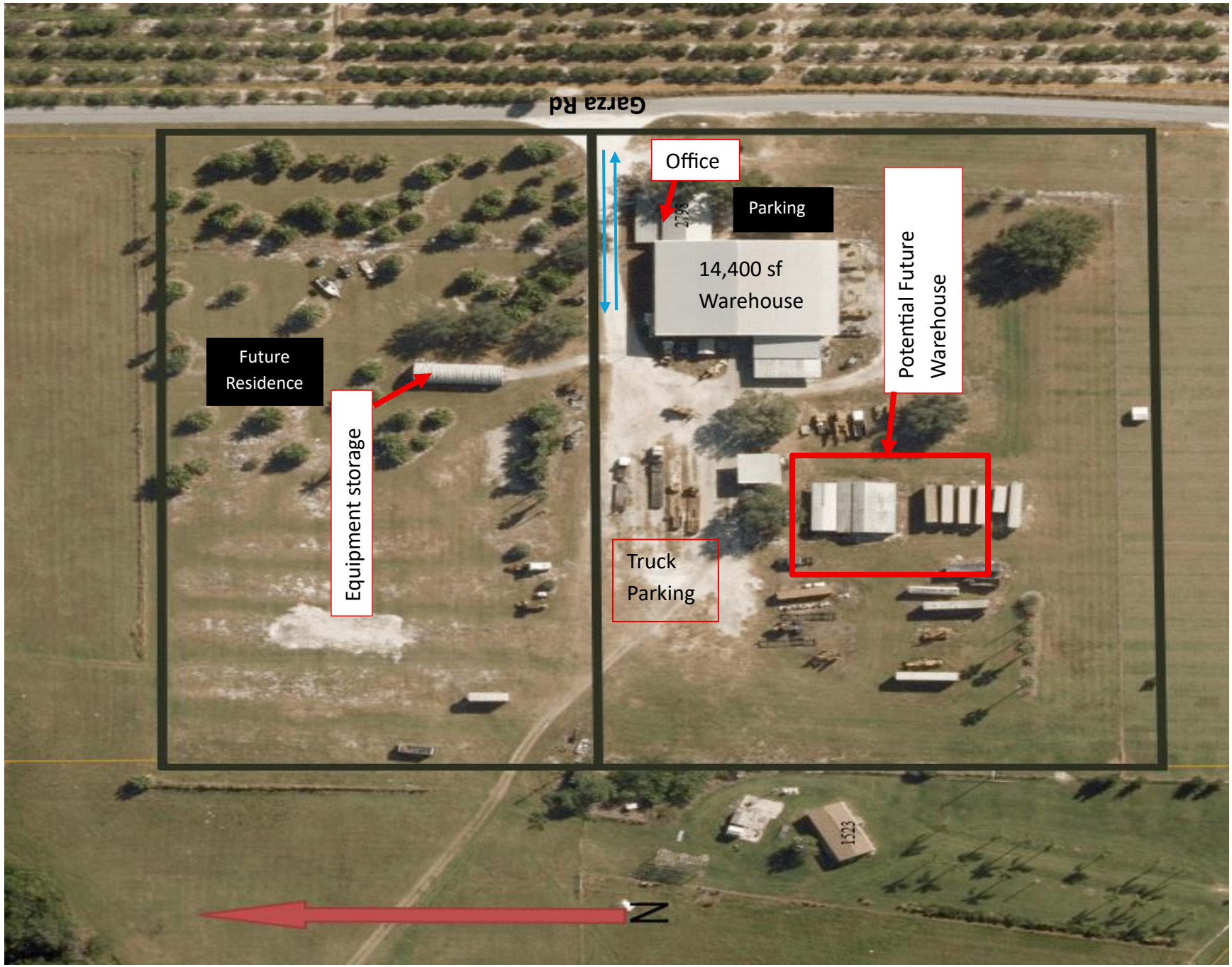
1:3,845

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

State of Florida, Maxar

Hardee County GIS


Garza Rd
Office
Parking
14,400 sf
Warehouse
Potential Future
Warehouse
Future
Residence
Equipment storage
Truck
Parking
N

RECORD OF DECISION AND NOTICE OF BOARD OF COUNTY COMMISSIONERS

HARDEE COUNTY

PROPERTY OWNER/APPLICANT T&G
PO Box 1017
Zolfo Springs, FL 33890

DATES OF HEARING
P/Z 08/07/2025
BOCC 09/04/2025

AGENDA NO. 25-63

Page One of One

LEGAL DESCRIPTION Parcel Nos. 25 34 25 0000 01360 0000 and 25 34 25 0000 01380 0000
****see Exhibit A***

YOU ARE HEREBY NOTIFIED that based on and after due consideration of your application and, upon public hearing by the Planning and Zoning Board and the Board of County Commissioners, your request for approval of a **Special Exception** to allow utilization of the existing 14,400 sq-ft warehouse, 960 sq-ft office building and accessory structures for the storage of wholesale fiberglass septic tanks on a 11.0+/-acre project site zoned A-1 in the Agricultural Future Land Use Category has been approved pursuant to this Record of Decision contingent upon the following condition.

Conditions:

1. Prior to approval of building permits the property owner shall obtain Site Development Plan approval for the project.

2. The proposed operations shall be limited to a standard 40-hour work week schedule with no more than 2–4 employees on-site, primarily conducting office functions with a limited number of deliveries. Any modifications to the work schedule or operations shall be reviewed and determined at the Site Development Plan stage of the project. The use shall not generate noticeable glare, noise, or odors.

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964

A:\DECISION-BCC\SPEC EXC\Wholesale storage—09-2025
Att: Exhibit A

Exhibit A-

Tract 11
A portion of Section 25, Township 34 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

Commence at the N ¼ corner of said section; thence run S 00°32'27" E along the North-South ¼ section of line a distance of 2105.04 feet; thence S 89°17'04" W a distance of 25.00 feet for Point of Beginning; thence continue S 89°17"04" W a distance of 679.77 feet; thence S 01°22'19" W a distance of 318.13 feet; thence N 89°17'04" E a distance of 690.39 feet to a point on the W right-og-way line of Garza Road; thence N 00°32'27" W and along right-of-way lone a distance of 317.92 feet to Point of Beginning.

AND

Tract 13
A portion of Section 25, Township 34 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

Commence at the N ¼ corner of said section; thence run S 00°32'27" E and along the North-South ¼ section line a distance of 2,502.96 feet; thence S 89°17'04" W a distance of 25.00 feet to a point on the same W right-of-way line of Garza Road and for Point of Beginning; thence S 00°32'27" E and along said right-of-way line a distance of 153.21 feet; thence S 00°54'18" W and continuing along said right-of-way line a distance of 506.90 feet to the Point of Curvature of a curve concave to the NW; thence in a southwesterly direction and along the arc of said curve to the right (curve having for its elements, a radius of 59.68 feet, a central angle of 80°49'12" and a chord bearing of South central angle of 45°02'28" W) a distance of 84.18 feet; thence S 85°27'04" W still along said right-of-way line a distance of 4911 13 feet to a point on the Northwesterly right-of-way line of State Road No. 66; thence N 40°28'06" W and along said right-of-way line a distance of 7.78 feet to the Point of Curvature of a curve concave to the SW; thence in a Northwesterly direction and along said right-of-way line along the arc of said to the left (curve having for its elements a radius of 1692.02 feet, a central angle of 07°13'46" and a chord bearing of N 44°04'59" W) a distance of 213.50 feet; thence N 01°22'19" E a distance of 586.39 feet; thence N 89°17'04" E a distance of 690.39 feet to Point of Beginning. LESS AND EXCEPT the west 30 feet thereof.

RECEIVED
JUN 9 2025
BY: je

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

SPECIAL EXCEPTION

Hardee County Community Development Department Agenda No. 25-63

110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

P/Z Board Public Hearing: 8/07

BoCC Public Hearing: 9/04

APPLICATION FEE $750

Hardee County Unified Land Development Code Section: 9.08.00
Planning and Zoning Board will hear and make a recommendation to the BoCC

Filing an application is not a guarantee of approval.

Property Owner/Title Holder Name: T & G

Property Owner/Title Holder/Mailing Address: PO Box 1017, Zolfo Springs, FL 33890

Property Owner/Title Holder/Telephone No: 863-781-9329

Property is identified under Parcel I.D./Folio No.: 25-34-25-0000-01360-0000 & 25-34-25-0000-01370-0000

Zoning: A-1

Future Land Use District: Agriculture

Acres: 11 (6 acre parcel + 5 acre parcel)

Describe in complete detail the reasons and circumstances for this application.
(attach separate sheet if needed)

A new business is moving to Hardee County and is purchasing the property for use as a warehouse to store fiberglass septic tanks for wholesale. A non-retail, commercial warehouse is allowed in the A-1 zoning district by Special Exception. (Hardee County ULDC Table 2.29.00)

Requirements

- ☑ Property record card;
- ☑ Legible aerial map;
- ☑ Copy of the deed;
- ☑ Site Development Plans and/or Site Construction Plans if applicable;
- ☑ Project Narrative
- ☐ Other

ALL FEES ARE NON-REFUNDABLE

Preliminary Discussion/Pre-Application Disclaimer:
"The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

COMMUNITY DEVELOPMENT DEPARTMENT

SPECIAL EXCEPTION

Hardee County Community Development Department
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

Son for T+G — 6-6-2025

ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

==========

Office Use Only

Receipt No. 2000870

750.00 — Application Fees

Received By

Date 6/10/2025

==========

FORM-CMTY DEPT APP-01-2025--REVISED

North
Base Road
Base Road
Gator Road
Rd
Tractor Parking
12,000 sqft.
Warehouse
Equipment

APPLICATION FOR CONCURRENCY EVALUATION
Hardee County

This application, together with all required attachments, shall be completed and filed with the Planning and Development Division prior to making application for Site Development Plan, Subdivision, or Building Permit approval. A finding of non-deficiency only entitles the owner to apply for Development permits pursuant to the time parameters established in Article 6 of the Hardee County Land Development Code.

Type or **Print** the following information.

Owner T & G	Applicant
Address PO Box 1017	Address
Zolfo Springs, FL Zip 33890	Zip
Phone # 863-781-9329	Phone #
PROPERTY DESCRIPTION	
Adjacent Road(s) Garza Road	
Township 25 Range 34	Section 25
Subdivision Name Block	Lot/Parcel
Plat Book / Page Number (if applicable)	
PROPOSAL	
☒ Site Development Plan ☐ Subdivision	☐ Building Permit
DEVELOPMENT INFORMATION	
Acreage / Lot Dimensions 6 acre + 5 acre = 11	Zoning District A-1
☐ Residential Development	
Type(s) of Units	Maximum Number of Units
☒ Non-Residential Development	
Specific Use(s)	Floor Area or Acreage*
For use as a warehouse. No changes to building	~~12,000~~ 14,400 square foot warehouse on 11 acre site.
footprint or site at this time. There is an established	includes 960 sf office and 1280 sf storage shed
business that has been operating at this location for	along with approx. 3000 sf of lean-to open sheds.
29 years.	
* Other measures of intensity may be substituted as appropriate for the proposed use, such as number of students (schools), seating capacity (churches and theaters), etc.	

CONCURRENCY EVALUATION WORKSHEET

TRANSPORTATION FACILITIES	
Primary Access Street(s) Garza Road	
Classification	Current PHT
Current V/C and LOS	Adopted Level of Service Standard
Required facility improvement scheduled in: ☐ 5-Year Schedule of Capital Improvements ☐ FDOT Five-Year Work Program (no later than 3rd year) ☒ No facility improvement needed	
Potential PHT generated by development	V/C ratio & Level of Service with development
Further evaluation of traffic impacts needed ☐ Yes ☒ No	
POTABLE WATER FACILITIES	
Is proposed development within an existing potable water service area? ☐ Yes (Capacity Certification attached) Supplier of potable water service____ ☒ No	
Are facility expansions or improvements needed to service the development? ☐ Yes ☐ Needed facilities included in 5-Year Schedule of Capital Improvements ☐ Needed facilities will be provided by applicant ☐ Needed facilities will be provided by other means (explain below) _____ _____ ☒ No	
SANITARY SEWER FACILITIES	
Is proposed development within an existing sanitary sewer service area? ☐ Yes (Capacity Certification attached) Supplier of sanitary sewer service___ ☒ No (Attach copy of Septic Tank Permit)	
Are facility expansions or improvements needed to service the development? ☐ Yes ☐ Needed facilities included in 5-Year Schedule of Capital Improvements ☐ Needed facilities will be provided by applicant ☐ Needed facilities will be provided by other means (explain below) _____ _____ ☒ No	

PARKS AND RECREATION FACILITIES (Residential proposals only)	
Potential population of development proposal N/A	
Existing Level of Service	Level of Service based on proposal's potential
Additional recreation property/funding required to service development ☐ Yes ☐ No	

SOLID WASTE DISPOSAL
Solid Waste facility to be used: Hardee County Landfill
Adequate facility capacity is available to service the development ☒ Yes (Capacity Certification attached) ☐ No
DRAINAGE
This development is designed such that post-development runoff does not exceed pre-development runoff for a 25-year storm even of 24-hour duration. (No changes in non-pervious surface area planned in this application) ☒ Yes (Engineering plans or certification attached) N/A ☐ No

SUMMARY OF CONCURRENCY EVALUATION RESULTS

Using the information provided in items A through F of the worksheet, will the development proposal be served by the following facilities and services with the adopted Level of Service Standards of the Hardee County Comprehensive Plan?

	Yes	No	Unknown (Explain below)
Transportation	X		_____ No increase in traffic _____
Potable Water	N/A		_____ _____
Sanitary Sewer	N/A		_____ _____
Solid Waste	X		_____ No increase in waste stream _____
Parks/Recreation	N/A		_____ _____
Drainage	X		_____ No physical changes to property. No increase in non-pervious _____ area. Entire site in flood zone X (minimal flood risk). No wetlands on site.

Capacity Certification

Hardee County
FLORIDA
Solid Waste Department
Hardee County Sanitary Landfill
685 Airport Rd
Wauchula, FL 33873
Phone: 863-773-5089

Project Name: Mike Thompson T&G

Project Location/Parcel ID: 25-34-25-000-01370-0000

Applicant(s) Name: Mike Thompson

Adequate facility capacity is available to service the development:

- ☑ Yes
- ☐ No, based on _____

Title: Interim Public Utilities & Solid Waste Director

Signature: Evelyn Guffey Date: 06/03/2025

AC
OM N1/4 COR OF SEC THENCE S 00D
185.04 FT S 89D 17M 04S W 25 FT

T & G
P O BOX 1017
ZOLFO SPRINGS, FL 33890

2024

25-34-25-0000-01360-000(

29

BUILDING CHARACTERISTICS

LEMENT	CD	CONSTRUCTION

OR CODE	0000	VACANT	
AP NUM		MKT AREA	07
EIGHBORHOOD/LOC	25.00	1.00/	

AREA TYPE	TOTAL GROSS AREA	PCT OF BASE	TOT ADJ AREA	SUBAREA MARKET VALUE
OTALS				

MARKET ADJUSTMENTS

TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT		NORM	% COND

GARZA RD, ZOLFO SPRINGS

BLD DATE	
XF DATE	
INC DATE	
LGL DATE	
LAND DATE	05/21/2024 MLU
AG DATE	

EXTRA FEATURES

	OB/XF CODE	DESCRIPTION	BLD	CAP	L	W	UNITS	UT	Adj R	ADJ UNIT PRICE	ORIG COND	YEAR ON	YEAR ACTUAL	Q	% COND	OB/XF MKT VALUE	NOTES
1	CLF 03	6' CHAIN L	0	0	0	0	330.00	LF	5.24	5.24	100	1998	1998	3	35	605	
2	QNS 03	QUONSET	0	0	64	20	1,280.00	SF	6.00	6.00	100	2005	2005	3	46	3,533	
3	PAV 01	PAVING	0	0	50	12	600.00	SF	1.20	1.20	100	2005	2005	3	46	331	

HARDEE COUNTY PROPERTY

PAGE 1 of 1 900

VALUATION SUMMARY

VALUATION BY	STANDARD
Tax Group: 900	Tax Dist:
BUILDING MARKET VALUE	0
TOTAL MARKET OB/XF VALUE	4,469
TOTAL LAND VALUE - MARKET	95,000
TOTAL MARKET VALUE	99,469
SOH/AGL Deduction	58,791
ASSESSED VALUE	40,678
TOTAL EXEMPTION VALUE	0
BASE TAXABLE VALUE	40,678
TOTAL JUST VALUE	99,469
NCON VALUE	0
INCOME VALUE	
PREVIOUS YEAR MKT VALUE	74,215

PRCL:0:1: 2012 REMOVAL OF AG CLASS LTR

PERMIT NUM	DESCRIPTION	AMT	ISSUED

SALES DATA

OFF RECORD Number	DATE	TYPE INST	Q / U	V / I	RSN CD	SALE PRICE
0508/0257	5/10/1996	WD	U	V	15	80,000
GRANTOR: DE LOERA JOSE G & CAT						
GRANTEE: T & G						
0459/0342	1/01/1994	14	U	V		61,200
GRANTOR:						
GRANTEE: DE LOERA JOSE G & C						

BUILDING NOTES

BUILDING DIMENSIONS

LAND DESCRIPTION

TOTAL OB/XF 4,469

	USE CODE	CLS	LAND USE DESCRIPTION	CAP	R D	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	D T	DPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	YEAR	DENSITY	DECL	FRZ	YR	CONSRV
1	0000	C	VAC RES	0		A-1	0.00	0.00	5.00	AC		1.00	1.00	1.00	19,000.00	19,000.00	95,000	AG REMOVED PER						

REVIEW DATE 09/03/2024 BY e.gicke Total Acres: 5.00 Total Land Value: 95,000 Market: 0 Agricultural: 0 Common: 95,000 PRINTED 09/20/2024 BY SYS

; AC
:OM N1/4 COR OF SEC RUN S 00° 32
:502.96 FT THENCE S 89° 17' 04"

T & G
P O BOX 1017
ZOLFO SPRINGS, FL 33890

2024

25-34-25-0000-01370-000(30

BUILDING CHARACTERISTICS

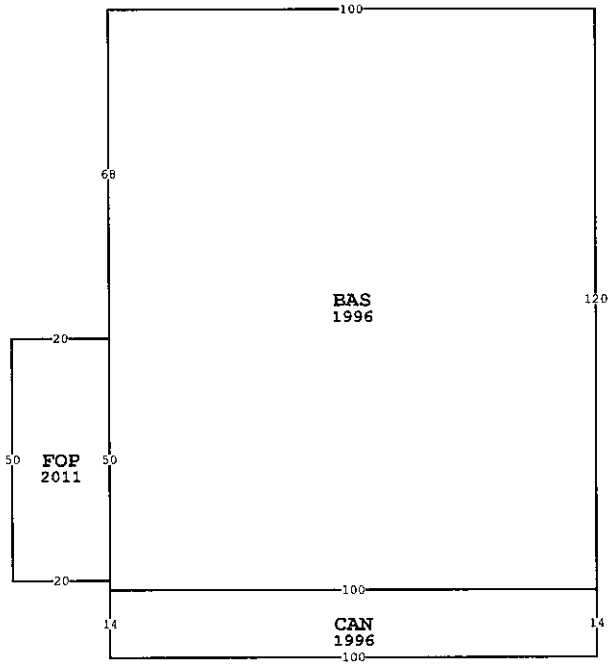
ELEMENT	CD	CONSTRUCTION
xterior Wall	25	MOD METAL 100
oof Structur	10	STEEL FRME 100
oof Cover	12	TIN/METAL 100
nterior Wall	07	NONE 100
nterior Floo	03	CONC FINSH 100
ir Condition		N/A 100
eating Type	01	NONE 100
lumbing		4 100
rame	05	STEEL 100
tory Height		18 100
MS		0 100
tories		1 100
nits		0 100
ondition Adj	02	AVG 100
uality	03	Average
OR CODE	2500	REPAIR SERVICE
AP NUM		MKT AREA 07
EIGHBORHOOD/LOC	25.00	1.00/

AREA TYPE	TOTAL GROSS AREA	PCT OF BASE	TOT ADJ AREA	SUBAREA MARKET VALUE
AS	12,000	100	12,000	161,971
AN	1,400	35	490	6,614
OP	1,000	50	500	6,749
OTALS	14,400		12,990	175,334

MARKET ADJUSTMENTS

TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT		NORM	% COND
8450	06	12,990	88.8132	17.76	230,702	1996	1996	0	0	0	24.00	76.00

1 WARH-ST LG - 0% - 0 Heated Area: 12000 HX Base Yr



2798 GARZA RD, ZOLFO SPRINGS

BLD DATE
XF DATE
INC DATE
LGL DATE
LAND DATE 05/22/2024 MLU
AG DATE

EXTRA FEATURES

	OB/XF CODE	DESCRIPTION	BLD	CAP	L	W	UNITS	UT	Adj R	ADJ UNIT PRICE	ORIG COND	YEAR ON	YEAR ACTUAL	Q	% COND	OB/XF MKT VALUE	NOTES
1	SHE 03	SHED	0	0	12	10	120.00	SF	6.55	6.55	100	1975	1975	3	35	275	
2	UBF 03	UTIL BLDG	0	0	8	8	64.00	SF	6.25	6.25	100	1998	1998	3	35	140	
3	C/S 03	CONC SLB	0	0	100	30	3,000.00	SF	2.50	2.50	100	1996	1996	3	35	2,625	
4	DUF 03	METAL UTIL	0	0	14	12	168.00	SF	6.25	6.25	100	1998	1998	3	35	368	
5	C/S 03	CONC SLB	0	0	35	16	560.00	SF	2.50	2.50	100	1997	1997	3	35	490	
6	SHE 03	SHED	0	0	12	8	96.00	SF	6.55	6.55	100	1997	1997	3	35	220	
7	C/S 03	CONC SLB	0	0	35	17	595.00	SF	2.50	2.50	100	1997	1997	3	35	521	
8	PBN 04	POLE BARN	0	0	35	17	595.00	SF	5.00	5.00	100	1997	1997	3	35	1,041	COVERS OFFICE A
9	CLF 03	6' CHAIN L	0	0	0	0	230.00	LF	5.24	5.24	100	1998	1998	3	35	422	
0	PBN 04	POLE BARN	0	0	53	52	2,756.00	SF	5.00	5.00	100	2002	2002	3	37	5,099	OVER MHD

TOTAL OB/XF 11,201

LAND DESCRIPTION

	USE CODE	CLS	LAND USE DESCRIPTION	CAP	R D	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	D T	DPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	YEAR	DENSITY	DECL	FRZ	YR	CONSRV
1	1100	C	COMMERCIAL	0		A-1	0.00	0.00	5.00	AC		1.00	1.00	1.00	20,000.00	20,000.00	100,000							
2	6950	A	AG UTIL ORNA	0		A-1	0.00	0.00	1.00	AC		1.00	1.00	1.00	1,750.00	1,750.00	1,750							
3	9910	M	MKT.VAL.AG	0			0.00	0.00	1.00	AC		1.00	1.00	1.00	18,000.00	18,000.00	18,000							

REVIEW DATE 07/26/2022 BY EG Total Acres: 6.00 Total Land Value: 101,750 Market: 18,000 Agricultural: 1,750 Common: 100,000 PRINTED 09/20/2024 BY SYS

HARDEE COUNTY PROPERTY

VALUATION SUMMARY

VALUATION BY	STANDARD
Tax Group: 900	Tax Dist:
BUILDING MARKET VALUE	175,334
TOTAL MARKET OB/XF VALUE	21,367
TOTAL LAND VALUE - MARKET	118,000
TOTAL MARKET VALUE	298,451
SOH/AGL Deduction	30,660
ASSESSED VALUE	267,791
TOTAL EXEMPTION VALUE	0
BASE TAXABLE VALUE	267,791
TOTAL JUST VALUE	314,701
NCON VALUE	0
INCOME VALUE	
PREVIOUS YEAR MKT VALUE	298,437

PERMIT NUM	DESCRIPTION	AMT	ISSUED

SALES DATA

OFF RECORD Number	DATE	TYPE INST	Q / U	V / I	RSN CD	SALE PRICE
0508/0257	5/10/1996	WD	U	I	14	80,000
GRANTOR: DE LOERA JOSE G & CAT						
GRANTEE: T & G						
0459/0342	1/01/1994	14	U	V		61,200
GRANTOR:						
GRANTEE: DE LOERA JOSE G & C						

BUILDING NOTES

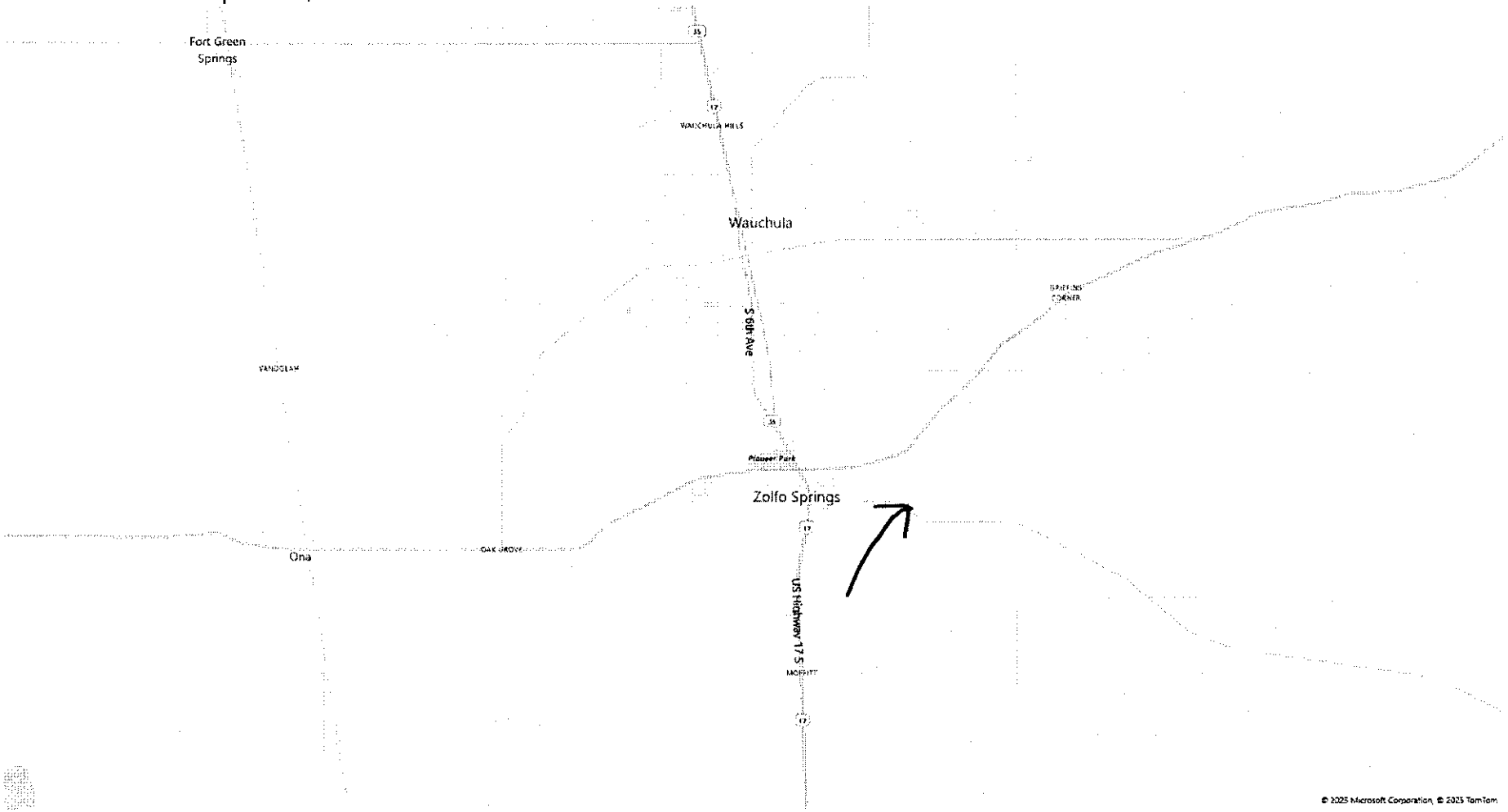
22TR FLDCK NO CHANGE TO BLDG.(EG)

BUILDING DIMENSIONS

BAS=[YR=1996] W100S68 FOP=[YR=2011] W20S50E20N50$ S50S2
CAN=[YR=1996] S14E100N14W100$ E100N120$.

Maps

© 2025 Microsoft Corporation, © 2025 TomTom



This Instrument Prepared By:
JEFF J. McKIBBEN
Attorney at Law
Post Office Box 1748
Wauchula, FL 33873

Property Appraiser's Parcel Identification No.
25-34-25-00000-136-00000
25-34-25-00000-137-00000

FILED AND RECORDED
DATE 05/10/96 TIME 14:54

COLEMON BEST CLERK
CO:HARDEE ST:FL

DOC STAMPS 560.00
INTANG TAX .00

RECORD VERIFIED
BY _____ PC

WARRANTY DEED

THIS INDENTURE, made this 10th day of May, 1996, between **JOSE GUADALUPE DE LOERA and wife, CATARINA DE LOERA,** 416 S. 10th Avenue, Wauchula, Florida 33873, Grantors, to **T & G, a Florida General Partnership,** whose post office address is Post Office Box 1017, Zolfo Springs, Florida 33890, Grantee,

WITNESSETH, that said Grantors, for and in consideration of the sum of EIGHTY THOUSAND and NO/100 ($80,000.00) DOLLARS, and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following-described land, situate, lying and being in HARDEE County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

SUBJECT TO ad valorem taxes and assessments for 1996 and subsequent years.

Said Grantors do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

FL 9603054 B 508 P 257
CO:HARDEE ST:FL

SCANNED

IN WITNESS WHEREOF, Grantors have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnessed By:
Keelie E. de Loera

Print Name Keelie E. de Loera

Print Name Jeff J. McKibben

Jose Guadalupe de Loera (SEAL)
JOSE GUADALUPE DE LOERA

Keelie E. de Loera
Print Name Keelie E. de Loera

Print Name Jeff J. McKibben

Catarina de Loera (SEAL)
CATARINA DE LOERA

STATE OF FLORIDA:
COUNTY OF HARDEE:

THE FOREGOING INSTRUMENT was acknowledged before me this 10th day of May, 1996, by **JOSE GUADALUPE DE LOERA and wife, CATARINA DE LOERA,** who are personally known to me or who have produced Florida drivers cards as identification.

NOTARY PUBLIC / JEFF J. McKIBBEN
STATE OF FLORIDA AT LARGE

G\PROPERTY\T&G.WD1
10161.004/05-08-96

FL 9603054 B 508 P 258
CO:HARDEE ST:FL

SCANNED

Schedule A

Tract 11
A portion of Section 25, Township 34 South, Range 25 East, Hardee County, Florida, being more particularly described as follows: Commence at the North 1/4 corner of said section; thence run South 00°32'27" East and along the North-South 1/4 section line a distance of 2185.04 feet; thence South 89°17'04" West a distance of 25.00 feet for Point of Beginning; thence continue South 89°17'04" West a distance of 679.77 feet; thence South 01°22'19" West a distance of 318.13 feet; thence North 89°17'04" East a distance of 690.39 feet to a point on the West Right of Way line of Garza Road; thence North 00°32'27" West and along Right of Way line a distance of 317.92 feet to Point of Beginning.
AND
Tract 13
A portion of Section 25, Township 34 South, Range 25 East, Hardee County, Florida, being more particularly described as follows: Commence at the North 1/4 corner of said section; thence run South 00°32'27" East and along the North-South 1/4 section line a distance of 2502.96 feet; thence South 89°17'04" West a distance of 25.00 feet to a point on the West Right of Way line of Garza Road and for Point of Beginning; thence South 00°32'27" East and along said Right of Way line a distance of 153.41 feet; thence South 00°54'18" West and continuing along said Right of Way line a distance of 506.90 feet to the Point of Curvature of a curve concave to the Northwest; thence in a Southwesterly direction and along the arc of said curve to the right (curve having for its elements, a radius of 59.68 feet, a central angle of 80°49'12" and a chord bearing of South 45°02'28" West) a distance of 84.18 feet; thence South 85°27'04" West still along said Right of Way line a distance of 491.13 feet to a point on the Northeasterly Right of Way line of State Road No. 66; thence North 40°28'06" West and along said Right of Way line a distance of 7.78 feet to the Point of Curvature of a curve concave to the Southwest; thence in a Northwesterly direction and along said Right of Way line along the arc of said curve to the left (curve having for its elements a radius of 1692.02 feet, a central angle of 07°13'46" and a chord bearing of North 44°04'59" West) a distance of 213.50 feet; thence North 01°22'19" East a distance of 586.23 feet; thence North 89°17'04" East a distance of 690.39 feet to Point of Beginning. LESS AND EXCEPT the West 30 feet thereof.

FL 9603054 B 508 P 259
CO:HARDEE ST:FL

SCANNED

Hardee County Property Appraiser

Hurricane Damage

Hurricane Damage Form

Homestead Exemption

Apply for Homestead Exemption

Parcel Summary

AlternateID	17575
Parcel ID	25-34-25-0000-01370-0000
Location	2798 GARZA RD
Address	ZOLFO SPRINGS 33890
Brief Legal Description	6 AC COM N1/4 COR OF SEC RUN S 00° 32' 27" E 2502.96 FT THENCE S 89° 17' 04" W 25 FT TO PT ON W R/W OF GARZA RD FOR POB THENCE S 00° 32' 27" E 153.41 FT THENCE S 00° 54' 18" W 249.39 FT THENCE S 89° 17' 04" W 697.47 FT THENCE N 01° 22' 19" E 392.71 FT THENCE N 89° 17' 04" E 690.39 FT TO POB LESS W 30 FT THEREOF 25 34S 25E 459P342 508P257 510P623 201125007111-AFF 201225007280- AFF 201425005675-LD/5676-AFF/ 5677-AFF 202225004300-COC/4386(SPLIT TO '01480' LMP 8-30-2022) 202325000404-LP (Note: Not to be used on legal documents.)
Property Use Code	REPAIR SERVICE (2500)
Sec/Twp/Rng	25-34-25
Tax District	UNINC CO (900)
Millage Rate	13.8699
Acreage	6
Homestead	N

View Map

Owner Information

Primary Owner
T & G
P O BOX 1017
ZOLFO SPRINGS, FL 33890

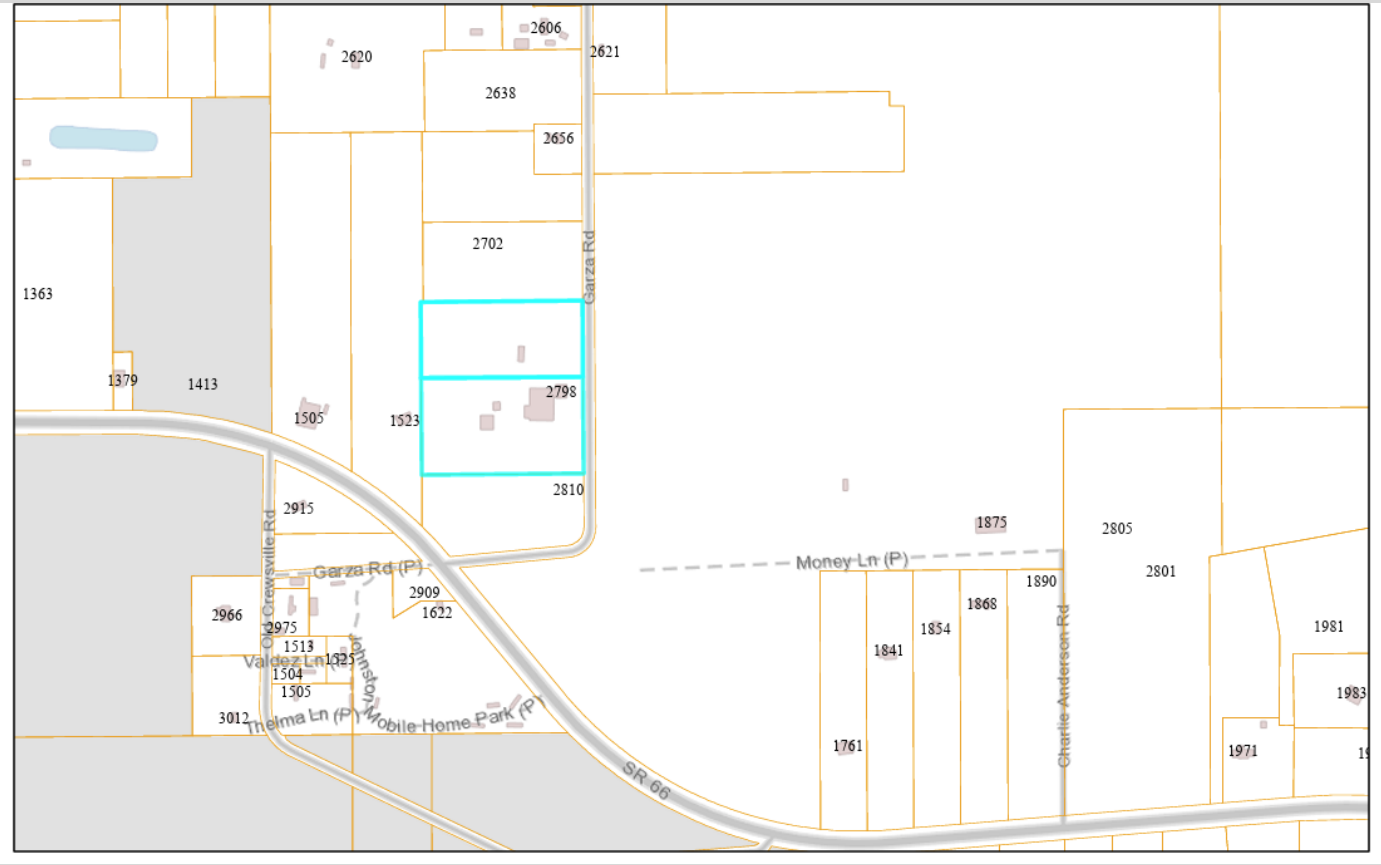
Map



SPECIAL EXCEPTION
T & G

Hardee County
FLORIDA

APPLICATION



Property Owner: T & G

c/o –Mikell Thompson

Located on the East side of Garza Road also known as 2798 Garza Rd

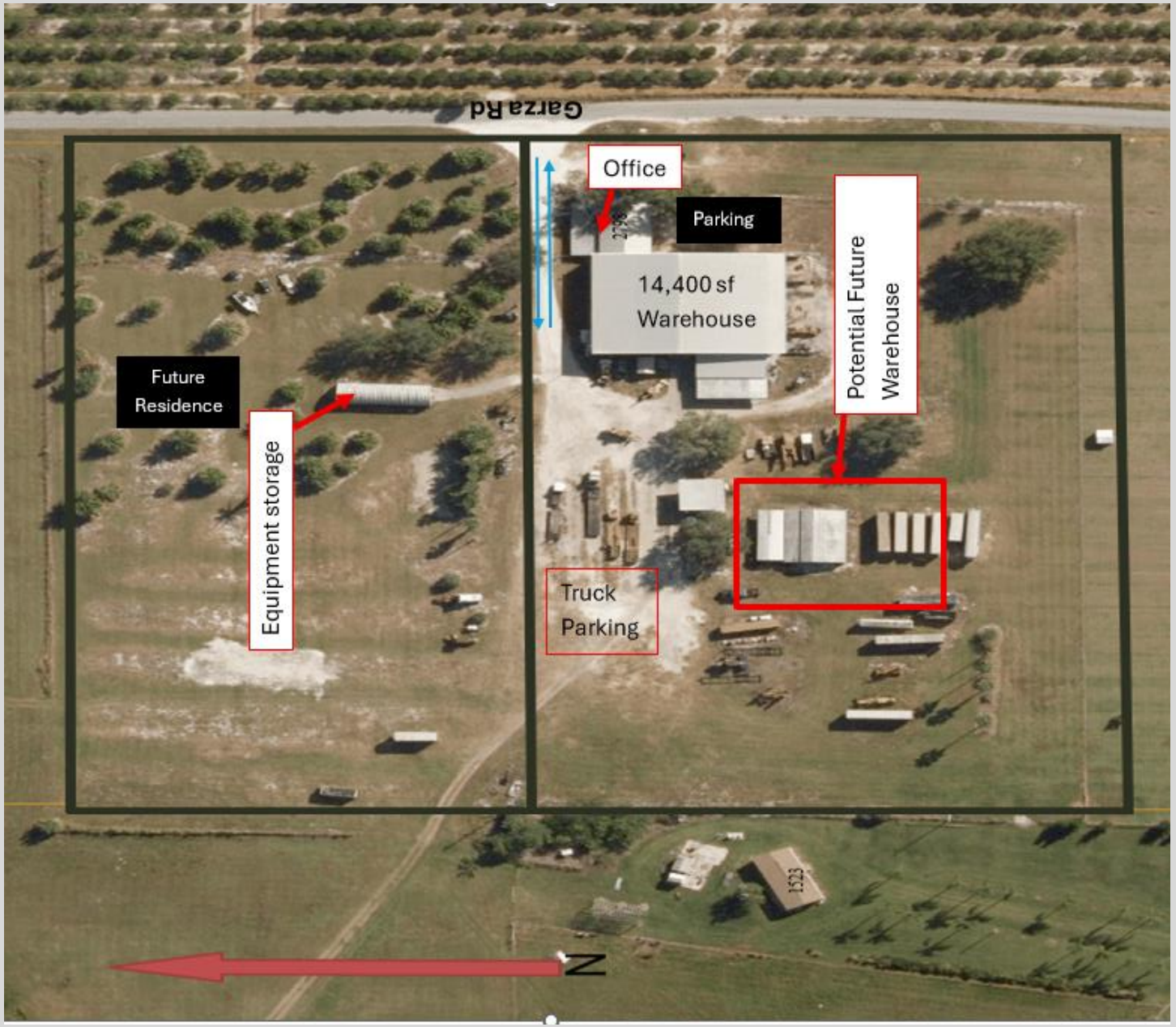
Request for approval of a Special Exception use to allow the existing structures to be utilized as a wholesale storage warehouse for fiberglass septic tanks on 11.0 acre project site lying the Agricultural zoning and FLU designations.

History:

Once known as Orange Enterprises Inc, which was a citrus workhouse that once served the surrounding cropland but the use has since been abandoned due to the decline of the citrus industry.

Hardee County
FLORIDA

AERIAL MAP & CONCEPT PLAN



Hardee County
FLORIDA

CONCLUSION

Staff and the P/Z Board recommend **APPROVAL** of Agenda No. 25-63 to the BOCC with the following condition:

1. Prior to the approval of building permits the property owner shall obtain Site Development Plan approval for the project.

2. The proposed operations shall be limited to a standard 40-hour work week schedule with no more than 2–4 employees on-site, primarily conducting office functions with a limited number of deliveries. Any modifications to the work schedule or operations shall be reviewed and determined at the Site Development Plan stage of the project. The use shall not generate noticeable glare, noise, or odors.

Hardee County
FLORIDA

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Diane Moore, Budget Manager -** Ordinance 2025-03 - 5th Cent Local Option Tax

SUGGESTED ACTION:

- Motion to approve the final reading of Ordinance 2025-03, An Ordinance imposing a five (5) cent local optional fuel tax upon every net gallon of motor fuel sold in Hardee County and taxed under the provisions of Section 206.41 and Section 336.025(1)(b), Florida Statues; providing that the imposition shall be effective for a period of ten (10) years, beginning January 1, 2026; providing distribution, pursuant to the applicable interlocal agreement between Hardee County and municipalities located therein representing a majority of the incorporated area population within the county; providing for severability; and providing for an effective date.

ATTACHMENTS:

5 Cent Fuel Tax Agenda Packet.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: 5 Cent Fuel Tax

Date: August 25, 2025

This a public hearing advertised in the 08/28/2025 edition of the Herald Advocate to re-adopt the Local Option 5 Cent Fuel Tax. This is the second reading of this ordinance.

The Local Option 5 Cent Fuel Tax was originally adopted in 2005 in accordance with Florida State Statute 206.41 and 363.025 (1)(b). The statute provides that the county can adopt a tax of between 1 cent and 5 cents per net gallon on motor fuel designated as the local option fuel tax. The statute allows the imposition of the tax without having to have a referendum vote by the taxpayers with a majority plus one vote by the board of county commissioners. In the past, the County has levied a tax of 1 to 5 cent on motor fuel only. The current ordinance expires on December 30, 2025 unless re-adopted.

The authorized use of the tax includes transportation capital expense needed to meet the requirement of an adopted Comp Plan or immediate local transportation problems. Proceeds can be used as a pledge for the payment of bonds. This tax provides the County with a restricted source of revenue that is dedicated to providing capital improvements to the County's Road infrastructure.

Currently, the county levies at 5 cents of the additional local option gas tax. The amount of revenues averaged about $494,668 per year over the last ten years and $516,553 over the last five years. This revenue is collected by the state and distributed to the County and Municipalities on a monthly basis. With the current resolution in force, we have opted to utilize an inter local agreement between the counties and municipalities within Hardee County. The distribution rate is determined by the state and was based on the total expenses reported to FDOT by each entity.

Current percentages are as follows:

Hardee County BoCC	89.58%
City of Bowling Green	1.08%
City of Wauchula	8.31%
Town of Zolfo Springs	1.03%

Staff recommends that we continue to use this method of distribution.

PUBLIC NOTICE

The BOARD OF COUNTY COMMISSIONERS
will hold a public hearing on
September 4, 2025 at 8:30 a.m.
or as soon thereafter as can be heard
in the County Commission Chambers, Room 102, Courthouse Annex, 412 West Orange Street, Wauchula, Florida 33873 to consider adoption of the following ordinance:

ORDINANCE NO. 2025-03

AN ORDINANCE OF HARDEE COUNTY, FLORIDA, IMPOSING A FIVE (5) CENT LOCAL OPTIONAL FUEL TAX UPON EVERY NET GALLON OF MOTOR FUEL SOLD IN HARDEE COUNTY FOR A PERIOD OF TEN YEARS.

This is a Disabled-Accessible facility. Any disabled person needing to make special arrangements should contact the County Commissioners Office at least two (2) working days prior to the public hearing.

This Public Notice is published in compliance with Florida Statues 125.66(2)(a) and 286.0105.

Copies of this ordinance are available for public inspection during regular office hours at 412 West Orange Street, Room 103, Wauchula, Florida 33873, telephone 863/773-9430.

Interested parties may appear at the public hearing and be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by the Commission, with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Russell A. Melendy, Chairperson 06:18

Please print: 08/28/25

Bill: Hardee County BoCC
412 W. Orange Street, Room 103
Wauchula, FL 33873

Any questions, please call Diane Moore prior to printing at 773-3199

Renew ord 15-07 five cent gas tax

ORDINANCE 2025-03

AN ORDINANCE IMPOSING A FIVE (5) CENT LOCAL OPTIONAL FUEL TAX UPON EVERY NET GALLON OF MOTOR FUEL SOLD IN HARDEE COUNTY AND TAXED UNDER THE PROVISIONS OF SECTION 206.41 AND SECTION 336.025(1)(b), FLORIDA STATUES; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE FOR A PERIOD OF TEN (10)YEARS, BEGINNING JANUARY 1, 2026; PROVIDING DISTRIBUTION, PURSUANT TO THE APPLICABLE INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY AND MUNICIPALITIES LOCATED THEREIN REPRESENTING A MAJORITY OF THE INCORPORATED AREA POPULATION WITHIN THE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes the imposition of an additional local option gas tax, not to exceed five cents, on every gallon of motor fuel sold in the county and taxed under the provisions of Part I Chapter 206, Florida Statues, to be used for transportation expenditures needed to meet the requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the proceeds of the Five cent fuel tax shall be used solely for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments; and

WHEREAS, as authorized by Section 336.025(3)(b)(2), Florida Statutes, the County and the eligible municipalities, representing a majority of the population of the incorporated areas within the County, will execute a new interlocal agreement establishing the method of distributing the proceeds of the Five Cent fuel tax from January 1, 2026, through December 31, 2035, prior to tax levy; and

WHEREAS, the annual transportation expenditures which will be incurred by the County to meet the capital improvements element of its adopted Comprehensive Plan and immediate local transportation problems and expenditures that are critical for building comprehensive roadway networks exceed the annual revenue which will be generated by the local option gas tax; and

WHEREAS, extending the imposition of the local option gas tax is a fair and equitable method of raising the funds required to pay the transportation expenditures needed to meet the capital improvements element of the County's adopted Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, after due notice and public hearing; that:

Section I. Incorporation of recitals. The above stated recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Adopted. This Ordinance is authorized by Section 206.41(1) (e) and 336.025(1)(b), Florida Statutes, on every gallon of motor fuel sold in the county and taxed under the provisions of Part I of Chapter 206, Florida Statutes. This tax imposition shall commence January 1, 2026, and shall be in effect until midnight on December 31, 2035.

Section 3. Distribution. The proceeds of the tax shall be distributed among the County and eligible municipalities based on the transportation expenditures of each and pursuant to the applicable interlocal

agreement, the proceeds of the tax hereby impose and levied shall be divided and distributed pursuant to the applicable Interlocal Agreement by the State of Florida Department of Revenue.

Section 4. Authorized Use. The proceeds of the tax imposed and levied hereby shall be used as provided by Florida Law.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court or competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

Section 6. Conflict. Any ordinance or part thereof in conflict with this Ordinance or any part hereof repealed to the extent of the conflict.

Section 7. Effective Date. This Ordinance shall take effect immediately upon filing with the Department of State.

PASSED ON FIRST READING on the __day of _____, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

_____
Russell A. Melendy
Chair

ATTEST:

_____
Victoria L. Rogers
Ex-Officio Clerk to the Board

APPROVED AS TO FORM:

_____
Sarah Johnston, County Attorney

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

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

RECITALS

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

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

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

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.

2. **Purpose of Agreement:** The purpose of this Agreement is to establish the additional five-cent ($0.05) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional five-cent ($0.05) local option gas tax in accordance with the State of Florida distribution rates based on the actual amount of funds expensed on transportation:

   The 2024 State distribution percentages showed a Eighty- Nine and one-half percent (89.5%) to the County, and Ten and one-half percent (10.5%) to the Municipalities.

4. **Term of Agreement:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional five-cent ($0.05) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2025, through and including December 31, 2035, a term of ten (10) years.

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

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

   With required copy to:
   Sarah Johnston, City Attorney
   Bryant Miller Olive P.A.
   400 North Tampa St., Suite 1600
   Tampa, FL 33602

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

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

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

6. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

7. **Entire Agreement:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

9. **Mutual Indemnification**: To the fullest extent permitted by law, each party agrees to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, board members, executives, employees, and agents from and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its respective obligations under this Agreement, excluding only claims arising out of the negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified hereunder. Pursuant to section 768.28(19), Florida Statutes, nothing contained herein shall be construed to require any party to indemnify or ensure the other party for the other party's negligence or to assume any liability for the other party's negligence. Any indemnification hereunder shall include all attorneys' fees and costs incurred in the enforcement of this indemnification provision. Nothing contained in this Agreement and specifically this indemnification provision is intended to nor shall it in any way be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the respective Parties contained within this contract. Excluded from any indemnification obligation are any claims for which either party is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10. **Mutual Drafting:** This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

12. **Authority:** The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

14. **Electronic Signatures:** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

[Remainder of Page Intentionally Left Blank]

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

HARDEE COUNTY

_____
Russell A. Melendy
Chair

ATTEST:

_____
Victoria L. Rodgers
Ex-Officio Clerk to the Board

APPROVED AS TO FORM:

_____
Sarah Johnston, County Attorney

CITY OF BOWLING GREEN, through its City Commission, signing by and through its Mayor, authorized to execute the same by Board action on the _____ day of_____, 20_____.

ATTEST:

CITY OF BOWLING GREEN, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY

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

ATTEST:

CITY OF WAUCHULA, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY

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

ATTEST:

TOWN OF ZOLFO SPRINGS, a municipal corporation

By: _____
CITY CLERK

By: _____
TOWN MAYOR

APPROVED AS TO FORM:

_____
TOWN ATTORNEY

Hardee County
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the County's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 2025-03
AN ORDINANCE IMPOSING A FIVE (5) CENT LOCAL OPTIONAL FUEL TAX UPON EVERY NET GALLON OF MOTOR FUEL SOLD IN HARDEE COUNTY AND TAXED UNDER THE PROVISIONS OF SECTION 206.41 AND SECTION 336.025(1)(B), FLORIDA STATUTES; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE FOR A PERIOD OF TEN (10) YEARS, BEGINNING JANUARY 1, 2026; PROVIDING DISTRIBUTION, PURSUANT TO THE APPLICABLE INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY AND MUNICIPALITIES LOCATED THEREIN REPRESENTING A MAJORITY OF THE INCORPORATED AREA POPULATION WITHIN THE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the County is of the view that a business impact estimate is not required by section 125.66(3), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the local government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as

authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the County;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. In accordance, the County hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the County):

The proposed ordinance imposes a five (5) cent local option fuel tax on every net gallon of motor fuel sold in Hardee County, as authorized by Sections 206.41 and 336.025(1)(b), Florida Statutes. The revenue generated from this fuel tax is intended to support transportation-related expenditures within the County, including roadway maintenance, infrastructure improvements, and other transportation needs. By improving transportation systems, the ordinance serves the public good and contributes to safer, more efficient travel for residents and visitors.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

Businesses that sell fuel will need to collect, record, and remit the revenues. However, because this is a re-adoption of an existing ordinance, it is estimated that the compliance costs will be minimal.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None- renewal of Gas Tax

(3) An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The state collects the revenue and then through revenue sharing the county receives their part. No new cost to businesses will be imposed.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the County that are not covered by (1), (2), or (3):

None

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

14 Businesses

D. Additional information the governing body deems useful (what steps did the County take to answer A, B, and C?):

LOCAL OPTION 5 CENT GAS TAX

GL#102-312-420-1

Date as of	Amount Collected
9/30/2015	$ 453,180.78
9/30/2016	$ 475,887.09
9/30/2017	$ 473,012.56
9/30/2018	$ 484,620.48
9/30/2019	$ 476,151.96
9/30/2020	$ 485,988.26
9/30/2021	$ 517,487.63
9/30/2022	$ 518,564.42
9/30/2023	$ 545,233.91
9/30/2024	$ 516,553.58

10 Year Average	$	494,668.07
5 Year Average	$	516,765.56

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Parks, Recreation, & Marketing
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lacey Webb, Parks, Recreation & Marketing Manager -** TDC Marketing & Branding Presentation
SUGGESTED ACTION:	- Motion to approve branding for the Tourist Development Council as presented.

ATTACHMENTS:
Agenda Memo.pdf

BOARD OF COUNTY COMMISSIONERS

D. RENEE WYATT
CHAIR, DISTRICT 3

RUSSELL MELENDY
VICE-CHAIR, DISTRICT 4

SANDRA MEEKS
DISTRICT 1

NOEY FLORES
DISTRICT 2

JUDITH GEORGE
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Lacey Webb, Parks, Recreation & Marketing Manager

Subject: TDC Marketing & Branding Presentation/Get Fish Slapped

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The purpose of this item is to request that the Board of County Commissioners hear a presentation from *Get Fish Slapped Marketing* regarding the proposed branding and marketing plan. The presentation will outline strategies to:

- Strengthen and expand the “Where the Trail Begins” identity.
- Launch targeted marketing campaigns to attract visitors from regional, statewide, and national markets.
- Ensure consistent branding and messaging across all county tourism initiatives.
- Increase tourism-driven economic development while preserving Hardee County’s heritage and natural assets.

The Hardee County Tourist Development Council (TDC) has reviewed marketing and branding strategies for the continued promotion of Hardee County as a tourism destination. After discussion and evaluation, the TDC recommends approval of the branding as presented.

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: September 4, 2025

SUBMITTED BY: Brandy Crawford, Human Resources Department

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **BUSINESS AGENDA - Action Items:**

SUBJECT: **LaTicia Wilkins, Safety & Risk Manager -** Resolution 2025-56 - Updated Travel Policy

SUGGESTED ACTION:

- Motion to approve Resolution 2025-56, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and adopting a revised travel policy; authorizing the County Manager and the Hardee County Clerk of Courts to implement internal policies and procedures in accordance with the revised policy and further authorizing the execution of necessary documents and expenditure of funds pursuant to the travel policy; providing for authorization; and providing for an effective date.

ATTACHMENTS:
Travel Policy Agenda Packet.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

STEPHANIE WILKERSON
HR MANAGER

LATICIA WILKINS
SAFETY & RISK MANAGER

JAZMIN CORNETT
STAFFING & DEV. COORDINATOR

ESTELA VILLARREAL
HR GENERALIST

PENNY BASS
HR SPECIALIST

MAILING ADDRESS
412 West Orange Street
Suite 204
Wauchula, FL 33873

PHONE
863-773-2161

EMAIL
humanresources@hardeecounty.net

WEBSITE
hardeecountyfl.gov

To: Hardee County Board of County Commissioners

Through: County Managers Office

From: Human Resources

Subject: *Introduction of Revised County Travel Policy

*Updated Resolution

Date: 09/4/2025

This memorandum serves to inform the Board of the adoption of a revised travel policy for Hardee County, effective October 1, 2025. The updated policy aims to align our travel procedures with current federal and state guidelines, as well as with practices adopted by counties within Florida. The Resolution is also an update.

Background

The State of Florida, under Section 112.061 of the Florida Statutes, has established standardized travel reimbursement rates, procedures, and limitations to ensure consistency and prevent inequities in travel expense regulations across public agencies. Additionally, the General Services Administration (GSA) provides federal guidelines on per-dem rates and mileage reimbursements.

Implementation

The revised policy and Resolution will take effect on October 1, 2025. All county employees and officials are expected to familiarize themselves with the new procedures and ensure compliance. Training sessions will be scheduled to assist with the transition and address any questions.

Conclusion

Updating our travel policy is a necessary step to maintain compliance with state and federal regulations and to align with best practices observed in other Florida counties. This revision underscores our commitment to responsible governance and fiscal stewardship.

RESOLUTION NO. 2025-56

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING AND ADOPTING A REVISED TRAVEL POLICY; AUTHORIZING THE COUNTY MANAGER AND THE HARDEE COUNTY CLERK OF COURTS TO IMPLEMENT INTERNAL POLICIES AND PROCEDURES IN ACCORDANCE WITH THE REVISED POLICY AND FURTHER AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND EXPENDITURE OF FUNDS PURSUANT TO THE TRAVEL POLICY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 112.061, F.S., establishes guidelines for travel expenses of Florida state and local agency public officers and employees; and

WHEREAS, Section 112.061(14), F.S., permits counties and other local agencies, to establish rates that vary from the state established rates for per diem, subsistence, and mileage rates so long as the rates are not below the state established rates; and

WHEREAS, Hardee County (the "County") has previously adopted a travel policy and per diem, subsistence, and mileage rates, that have been periodically updated however, the United States General Services Administration ("GSA") has increased the rates beyond the rates currently in place for the County; and

WHEREAS, using rates that are not reflective of the actual costs of travel-related expenses does not adequately provide for full reimbursement for those County employees and officials that are performing official duties on behalf of the County; and

WHEREAS, the revised Travel Policy (attached as Exhibit "A") sets forth the guidelines for reimbursable travel-related expenses in accordance with Section 112.061, F.S., and establishes subsistence rates in accordance with the GSA rates for meals in Florida and mileage rates in accordance with the Internal Revenue Service's ("IRS") standard mileage rate for business purposes in 2025; and

WHEREAS, the Board of County Commissioners hereby find that it is in the best interests of the County to approve and adopt the Hardee County Travel Policy (attached as Exhibit "A.

NOW, THEREFORE, BE IT RESOLVED BY THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **Approval and Adoption.** That the Board hereby approves and adopts the revised Hardee County Travel Policy (attached as Exhibit "A").

Section 3. **Authorization and Implementation.** That the County Manager and County Clerk of Courts is hereby authorized to implement internal policies and procedures in order to implement the revised Travel Policy and further authorized to expend funds in accordance with the revised Travel Policy.

Section 4. **Conflicts.** All sections or parts of sections of County policies and procedures, and all resolutions, or parts of resolutions, in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. **Effective Date.** This Resolution shall take effect October 1, 2025.

APPROVED AND ADOPTED this ___ day of _____, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chair

ATTEST:

_____
Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

Hardee County
FLORIDA

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
TRAVEL REIMBURSEMENT POLICY






PURPOSE:
The purpose of this policy is to establish clear guidelines for travel expenses, approvals, and reimbursement procedures for the Board of County Commissioners and staff attending training programs, conferences and/or other approved events.

POLICY:
This policy sets forth the requirements for allowable travel expenses and the procedure for accurate and timely reconciliation of such expenses. This policy is in accordance with Section 112.061, Florida Statutes, to the extent there is a conflict, this policy shall control.

GENERAL RULES:

1. All travel by County employees shall be authorized and approved by the respective Department Directors so long as there are sufficient funds in the department's approved budget. Any exceptions shall be approved by the County Manager or designee.
2. All travel by the County Manager or County Attorney shall be authorized and approved by the Board of County Commissioners and provided for as part of the approved annual budget. Any exceptions shall be approved by the Chair of the Board of County Commissioners.
3. All travel by Elected Officials shall be approved by the Board of County Commissioners as part of the approved annual budget. Any exceptions shall be approved by the Chair or Vice-Chair of the Board of County Commissioners.
4. Whenever possible, the County should be billed directly for travel expenses. When the County is paying directly or a County purchasing card is being used, the County's Certificate of Tax Exemption shall be submitted to qualify for the sales tax exemption.
5. Only payments made by the authorized County employee, Elected Official, or County representative will be eligible for reimbursement. Payments made by family members, unauthorized individuals, etc. are not reimbursable.
6. Except as may be authorized by the County Manager pursuant to Florida law, entertainment expenses, alcoholic beverages, and any expenses not incurred in accordance with this policy shall not be reimbursable.
7. Reimbursement shall not be permitted when the costs are incurred and accounted for by another person (e.g., Two persons traveling in one vehicle cannot claim duplicate mileage/travel costs.)
8. Travel expenses shall reflect the correct and complete expenditure that was actually incurred by the party requested.

9. In addition to the requirements included in this policy and section 112.061, F.S. reimbursement for meals, lodging, and other transportation expenses shall be determined based upon the following types of travel.
    a. Class A travel means travel of 24 hours or more away from the County.
    b. Class B travel means continuous travel or less than 24 hours which involves overnight absence from the County.
    c. Class C travel means short or day trips where the traveler is not away from the County overnight.

GUIDELINES FOR REASONABLE EXPENSES:

REGISTRATION AND TUITION FEES

- Registration/tuition and related fees for a seminar or conference attended in performance of their official duties are eligible for reimbursement with proper documentation.
- Proper documentation is required for reimbursement and shall include a brochure or agenda for the conference, seminar, or event, or other available proof of attendance(certificates) and invoice reflecting the charges.

LODGING:

- Reimbursement for lodging may be authorized for Class A or B travel.
- Reimbursement for lodging is limited to the hotels recommended by the conference, seminar, or convention being attended. If a hotel is not recommended or the reduced conference/seminar/convention rate is not available, eligible lodging reimbursement shall be for a single occupancy rate plus taxes with a maximum of $200 per night (excluding taxes). For rates exceeding $200 per night, pre-approval by the County Manager or designee shall be required, things such as geographic location, distance to conference/seminar/convention, etc. shall be considerations for review and approval of exceptions.
- Proper documentation is required for reimbursement. Proper documentation shall include itemized receipts showing lodging charges for which reimbursement is being requested.
- Personal expenses such as alcohol, movies, and room service that is not a meal eligible for reimbursement as provided below, are non-reimbursable.

MEALS:

Reimbursement for meals shall be as follows:

- Breakfast - $16.00 (Travel begins before 6:00 a.m. and extends beyond 8:00 a.m.)
- Lunch - $19.00 (Travel begins before noon and extends beyond 2:00 p.m.)
- Dinner - $28.00 (Travel begins before 6:00 p.m. and extends beyond 8:00 p.m. or when travel occurs during night-time hours due to a special assignment.)

- Meals that are included as part of a conference, seminar or class registration will not be reimbursable. (Example: Snacks, light bites, or hors d' oeuvres served at receptions are not considered meals).
- Receipts for reimbursement of meals shall not be required, there will be a deduction for any meal provided as part of the conference registration will be calculated at the above rates.
- The County purchasing card shall not be used for the purchase of meals or for lodging if meals are included in the bill/invoice.

TRANSPORTATION

- ***Commercial Airfare*** – Travelers should select the most economical option available. Reimbursement requires an airline ticket receipt and may not exceed the cost of airfare and necessary airport transportation.
- ***Car Rental*** – Travelers may be reimbursed for compact or the most economical rental rates, plus applicable daily fees and taxes. Upgrades require personal payment of the cost difference. A rental agreement must be provided, and the Loss Damage Waiver must be purchased from the rental car company. Smoking in rental vehicles is prohibited; cleaning fees are non- reimbursable.
- ***Mileage*** – The rate of reimbursement for the use of a personal car shall be seventy cents per (.70¢) mile in accordance with the Internal Revenue Service's ("IRS") standard mileage rate for automobiles driven for business use in 2025. The County Manager shall approve any mileage rate changes in accordance with any changes to the IRS's standard mileage rate for automobiles driven for business. All mileage shall be calculated based on Department of Transportation maps.
- ***County Vehicles*** – The purchase of fuel is reimbursable with receipts for gasoline purchases necessary for the authorized travel.
- ***Miscellaneous Expenses*** – Receipts required for tolls, parking, taxis, rideshare or other necessary travel expenses.
- Reimbursement for mileage shall only be eligible for a private vehicle and mileage shall be calculated from the County Administrative Office address or the home address, whichever is closer to the location of the conference.

TRAVEL APPROVAL & REIMBURSEMENT PROCEDURES:

EXHIBIT A – REQUEST FOR AUTHORIZATION TO TRAVEL FORM

Pre-Travel Authorization: PART I – (This part is used to document prepayments of fees to obtain proper authorization for travel and training.)

1. Traveler completes Exhibit A, Part I and submits it to the Department Directors/Supervisors, or authorized approving authority for review and approval.
2. The approving authority reviews the request form to ensure that it meets County policy and that all costs and documentation are in order.
3. Once approved, the form is **forwarded to the Human Resources Department**. The department initiating the request will keep a copy of the signed form. (This copy now becomes "Part II" as discussed below).

EXHIBIT B – TRAVEL EXPENSE VOUCHER

Post-Travel Reconciliation: Exhibit B - PART II – (This part is used after the completion of travel and training.)

1. Within five (5) business days of return, the traveler must complete Exhibit B, listing actual expenses incurred and attaching all required receipts.
    a. A photocopy of the program or agenda of the conference, seminar or meeting, an invoice/receipt of the conference, and any additional documentation showing the preferred/recommended hotel and showing included or excluded meals must be attached.

2. Department Directors/Supervisors, or authorized approving authority reviews the expenses for accuracy and adherence to County policy then signs Part II.
3. Exhibit B - Part II, is **forwarded to the Human Resources Department** where it is attached to Part I and maintained on file.
4. A copy of Exhibit B - Part II, is retained by the department when completed. This will provide management the total cost information for the travel expenses.

Credit Card

A County issued credit card may be tendered for payment for registration, lodging, car rental or airfare for approval of the travel request form by the Department Directors/Supervisors. Travelers shall indicate the proposed payment method on Exhibit B.

Exceptions

These general policies are not expected to address every issue, exception or contingency that may arise in the course of County travel. Accordingly, the basic standard that should always prevail in dealing with exceptions is to exercise good judgment in the use and stewardship of the County's resources.

Additional Information

1. Unusual circumstances or exceptions to this policy may be approved by the County Manager or Designee so long as the exception is in compliance with Florida law.
2. Non-employees are prohibited from driving County vehicles or rental vehicles that are rented in the County's name.
3. With prior approval by the Supervisors/Department Directors, flights may be used for travel to better utilize the value of work and travel time that would be lost due to extended road trips in excess of four (4) hours each way.
4. Cancelled travel.
    a. It is solely the responsibility of the traveler to cancel any reservations made for the trip and document the reason for the cancellation with the approving authority.
    b. If the cancellation is not at the discretion of the traveler (weather conditions do not permit travel, travel authorization is rescinded due to office workload requirements, etc.), travel expenses/reservations not refunded to the County will not be due to the County by the traveler. If the cancellation is at the discretion of the traveler, any expenses/reservations not refunded to the County will be due to be repaid to the County by the traveler. The County Manager will be the deciding authority in determining whether reimbursement of funds is due from the traveler.
5. Any federal taxes charged shall not be reimbursable unless the County is also required by Federal law to pay the tax.

FORMS ATTACHED

- **EXHIBIT A:** Request for Authorization to Travel

- **EXHIBIT B:** Travel Expenses Voucher Reimbursement

EXHIBIT "A"
Hardee County Board of County Commissioners
Travel Reimbursement Authorization Form

Employee Information

Name: _____ Department: _____ Date: _____

Position/Title: _____ Employee ID: _____

Supervisor Name: _____ Title: _____

Travel Details

Purpose of Travel (ex: conference, convention, training, etc.): Registration Fee:	Departure Date:	Departure Time:	Total Days
Destination:	Return Date:	Return Time:	
Mode of Travel: ☐ Personal Vehicle ☐ County Vehicle ☐ Air ☐ Other:			
Motel: Rate *(per night)*: Nights:			
Other Expenses:			

Authorization

I hereby certify that the expenses listed above are incurred for official County business and are in full compliance with the County's travel and reimbursement policies.

Employee Signature: _____ *Date:* _____

Department Head Approval:

☐ **Approved** ☐ **Denied**

Signature: _____ *Date:* _____

EXHIBIT "B"
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
TRAVEL EXPENSES VOUCHER REIMBURSEMENT FORM

PAYEE NAME (Please print) _____ **DEPARTMENT** _____

EMPLOYEE ID # _____ **GL#** _____

Date	Travel Performed From Point of Origin to Destination		Purpose for Trip (Name of Conference)	Depart and Arrival time			Meals	Map Mileage	Vicinity Mileage	Other Expense
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
	From:				am	pm				
	To:				am	pm				
								0.0	0.0	
							$0.00	$0.00	$0.00	$0.00

TOTAL EXPENSES **$0.00**

Less Cash Advance

Total Due Payee $0.00

I hereby certify that the expenses detailed above were actually incurred by me as necessary travel expenses in the performance of my official duties. Attendance at a conference or convention was directly related to official duties of Hardee CountyBOCC. Any meals or lodging included in a conference or convention registration fee have bee deducted from this travel claim. This claim is true and correct in every material matter and same conforms in ever respect with the requirements of Section 112.061, Florida Statutes.

Payee Signature _____ **Date** _____

Pursuant to Section 112.061 (3) [a], Florida Statutes, I hereby certify that to the best of myknowledge the above travel was on official business of Hardee CountyBOCC, and was performed for the purpose(s) stated.

Supervisor Name (Please print) _____

Supervisor Signature _____ **Date** _____

Meals and Reimbursement Rates

Breakfast	$16.00	Dinner	$28.00
Lunch	$19.00	0.70 per mile	

AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: September 4, 2025

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **BUSINESS AGENDA - Action Items:**

SUBJECT: **Diane Moore, Budget Manager -** Operating Amendments

SUGGESTED ACTION:

- Motion to approve the operating amendments as presented.

ATTACHMENTS:

aa memo amendments operating 08.27.2025.pdf
Operating Amendments 090425.pdf
Inmate Billing Previous FY.pdf

Hardee County FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: August 27, 2025

You have one operating amendment before you today regarding the cost of medical care for inmates. The Bocc pays for inmate medical bills when the illness or occurrence happens before arrest. Some examples of this would be a heart condition or diabetes. The Sheriff pays for inmate care when the illness or occurrence happens after arrest. The Sheriff's expense is included in the budget he turns in each year.

During this fiscal year it was discovered that invoices from previous fiscal years were not received by the Sheriff's office, and the invoices were turned in this fiscal year for payment. To date we have paid $267,448 for invoices with a service date before October 1, 2024.

Below is a chart of the previous five years of inmate medical expenses. As you can see, the total for FY2024 and FY2023 is below the amount for the previous two years.

YTD 2025	482,789
FYE 2024	331,423
FYE 2023	269,036
FYE 2022	502,707
FYE 2021	596,074

The current FY25 budget is $500,000 and we did complete a transfer to add $21,052 to that line from another operating line. Currently the total budget available is $521,052. To date we have spent $482,789 leaving a current balance available of $38,262. We are requesting to move $250,000 from the contingency line to cover the expenses on this line for the rest of this fiscal year.

Staff recommends approval of this amendment.

OPERATING BUDGET AMENDMENTS 2024-2025

September 4, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
001-523-031-1	Medical Care of Inmates	500,000	521,052	250,000		771,052	Cost of inmate bills more than budgeted
001-599-000-0	General Fund Contincecies	500,000	425,000		250,000	175,000	

INMATE BILLING
FY 24-25
GL#001-523-031-1

Invoice #	Date of Invoice	Date of Service	Invoiced Amount
107266	1/21/2025	12/13/2022	$ 5,966.10
	1/21/2025	12/23/2022	$ 5,055.51
	12/23/2024	12/31/2022	$ 6,629.01
110592	6/23/2025	2/9/2023	$ 302.94
	1/21/2025	4/14/2023	$ 6,913.50
	6/2/2025	4/14/2023	$ 505.06
	12/11/2024	7/21/2023	$ 2,705.35
106528	12/17/2024	8/3/2023	$ 23,861.58
	12/11/2024	8/6/2023	$ 3,736.23
107271	1/21/2025	8/7/2023	$ 2,546.79
110477	6/18/2025	8/7/2023	$ 341.02
	12/11/2024	9/15/2023	$ 3,168.92
109757	5/14/2025	9/15/2023	$ 2,837.48
110476	6/18/2025	9/15/2023	$ 526.88
Invoices with service date in FY 2023			$ 106,981.11

Invoice #	Date of Invoice	Date of Service	Invoiced Amount
	12/11/2024	11/13/2023	$ 3,285.47
110386	6/18/2025	11/13/2023	$ 341.02
	1/28/2025	11/14/2023	$ 28,954.63
	12/11/2024	11/17/2023	$ 2,546.79
109756	5/14/2025	11/17/2023	$ 341.02
110584	6/23/2025	11/17/2023	$ 2,546.79
110589	6/23/2025	12/1/2023	$ 1,232.00
110589	6/23/2025	12/1/2023	$ 107.10
	12/11/2024	12/10/2023	$ 4,624.62
111560	8/11/2025	12/10/2023	505.06
	12/11/2024	12/21/2023	$ 3,573.34
	12/11/2024	12/21/2023	$ 2,668.69
	6/2/2025	12/21/2023	$ 529.21
110049	5/28/2025	12/21/2023	$ 365.17
110387	6/18/2025	12/23/2023	$ 529.21
	12/11/2024	12/27/2023	$ 1,376.72
	12/11/2024	1/4/2024	$ 2,852.34
106530	12/17/2024	1/4/2024	$ 689.40
	1/21/2025	4/14/2024	$ 629.42
	2/6/2025	4/14/2024	$ 7,235.01
	12/11/2024	5/12/2024	$ 4,999.88
	6/2/2025	5/12/2024	$ 559.00
	12/11/2024	5/23/2024	$ 1,469.42

INMATE BILLING
FY 24-25
GL#001-523-031-1

	12/11/2024	6/9/2024	$	4,435.63
107264	1/21/2025	6/13/2024	$	49.98
106532	12/17/2024	6/13/2024	$	11,999.43
	2/6/2025	6/27/2024	$	5,048.80
	12/11/2024	7/8/2024	$	2,820.75
110590	6/23/2025	7/13/2024	$	32.90
	12/11/2024	7/26/2024	$	354.50
110705	7/1/2025	7/26/2024	$	439.96
	12/11/2024	7/29/2024	$	774.31
110703	7/1/2025	8/1/2024	$	239.40
110475	6/18/2025	8/2/2024	$	412.46
110475	6/18/2025	8/2/2024	$	282.67
110703	7/1/2025	8/3/2024	$	148.28
110703	7/1/2025	8/3/2024	$	518.54
110703	7/1/2025	8/3/2024	$	172.35
	1/21/2025	8/5/2024	$	499.45
109758	5/16/2025	8/5/2024	$	3,046.21
106531	12/17/2024	8/5/2024	$	15,750.56
	2/6/2025	8/6/2024	$	519.00
109567	5/6/2025	8/6/2024	$	586.00
110590	6/23/2025	8/8/2024	$	51.10
110590	6/23/2025	8/8/2024	$	473.50
	3/20/2025	8/22/2024	$	3,538.70
109595	5/20/2025	8/30/2024	$	175.58
	3/20/2025	9/6/2024	$	577.70
	3/20/2025	9/6/2024	$	12,751.32
	3/20/2025	9/6/2024	$	4,074.65
110383	6/18/2025	9/6/2024	$	17.10
106341	12/11/2024	9/19/2024	$	18,714.80

Invoices with service date in FY 2024	$	160,466.94

TOTAL SERVICE DATE BEFORE OCTOBER 1, 2024	$	267,448.05

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Resolution 2025-63 - 2026 Legislative Packet
SUGGESTED ACTION:	- Motion to approve Resolution 2025-63, A Resolution of the Board of County Commissioners of Hardee County, Florida, relating to the 2026 legislative session; authorizing staff to prepare a legislative packet; identifying infrastructure and economic development issues; and providing for an effective date.

ATTACHMENTS:
2026 Legislative Priority Memo.pdf
2026 Legislative Packet-Preliminary.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: 2026 Legislative Packet

Date: September 4, 2025

The 2026 Legislative Packet has been thoughtfully prepared with Hardee County's Strategic Plan as its foundation. Each request within the packet aligns with the key strategies outlined in the plan, ensuring Hardee County is well-positioned to serve both current residents and support future growth.

These projects have been carefully prioritized to promote a more streamlined and technologically advanced public service infrastructure. By simplifying the locations and accessibility of public services, we aim to make navigation easier and more intuitive for all citizens of Hardee County.

Staff recommends approval.

Board of County Commissioners

Tim Wells
District I

Noey Flores
District II

Donald Chancey
District III

Russell Melendy
District IV

Kenny Miller
District V

Terry Atchley
County Manager

Hardee County Legislative Requests

Legislative Delegation Hearing
August 11, 2025

Senator Ben Albritton

Representative Kaylee Tuck

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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August 11, 2025

Honorable Senator Albritton
Honorable Representative Tuck:

We appreciate your dedication and provisions provided to Hardee County during the last legislative session to include the Hardee County Sheriff's Office Critical Facility Administrative Building, Hardee County Jail, Hardee County Multi-Governmental Complex and Pioneer Park Infrastructure. This funding has been instrumental in implementing the strategic plan and supporting Hardee County's future growth.

In alignment with your Rural Renaissance initiative, we fully support the upcoming Florida Association of Counties 2025/26 Legislative Program and respectfully submit our 2026 Legislative Packet for consideration.

In conjunction with the Small County Coalition, we have diligently focused on enhancing economic development opportunities within our community to ensure continuity of much needed growth.

Hardee County supports additional funding to school districts to ensure full funding of State mandated statutory requirements for school safety legislation to allow for local flexibility in providing safe schools.

We are requesting increased funding appropriations to support continued Small County Road Programs (SCRAP/SCOP) and Transportation Disadvantaged Programs.

Should you have any questions or concerns with items contained within this packet, please contact Terry Atchley, County Manager at terry.atchley@hardeecountyfl.gov. We are excited with the direction Hardee County is moving and appreciate your commitment to our region, county and cities.

Sincerely,

Russell A. Melendy, Chairman

HARDEE COUNTY

2026 LEGISLATIVE REQUESTS

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HARDEE COUNTY
RESOLUTION 2025-63

A RESOLUTION OF HARDEE COUNTY, FLORIDA RELATING TO THE 2026 LEGISLATIVE SESSION; AUTHORIZING STAFF TO PREPARE A LEGISLATIVE PACKET; IDENTIFYING INFRASTRUCTURE AND ECONOMIC DEVELOPMENT ISSUES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 4, 2025, the Board of County Commissioners of Hardee County, Florida, convened to discuss legislative issues to be addressed by the Legislature during the 2026 Legislative Session; and

WHEREAS, the Board elects to fully support the upcoming Florida Association of Counties 2025/2026 Interim Legislative Program; and

WHEREAS, the Board elects to fully support the upcoming Small County Coalition Priorities, and

WHEREAS, during this meeting the Board identified several state and local issues that are of interest to Hardee County; and

WHEREAS, the Board has determined that the issues identified to be addressed during the 2026 Legislative Session are in the best interest of the citizens of Hardee County; and

WHEREAS, the Board determined that the best mechanism for delivery of these issues is in the development of a Legislative Packet.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Hardee County, Florida, as follows:

SECTION 1. DEVELOPMENT OF LEGISLATIVE PACKET. This resolution authorizes the County Manager and staff to develop a Legislative Packet which includes the issues discussed by the Board during this meeting and incorporated into and made a part of this resolution.

SECTION 2. LOCAL AND REGIONAL PROPOSALS. The local and regional issues to be incorporated into the Legislative Packet and addressed during the Legislative Delegation Hearing include the following:

(A) **Transportation and Road Policy** The Board of County Commissioners is requesting increased funding appropriations to support continued Small County Road Programs (SCRAP / SCOP) and Transportation Disadvantaged programs.

(B) **School Safety Funding** Hardee County Board of County is requesting additional funding be awarded to school districts to ensure full funding of the State mandated statutory requirements for school safety.

SECTION 3. INFRASTRUCTURE. Infrastructure issues to be incorporated into the Legislative Packet and addressed during the Legislative Delegation Hearing include:

(A) **Multi-Governmental Complex** The Board is requesting additional funding based on budget shortall to complete construction of a Multi-Governmental Complex to streamline access to multiple county government services conveniently in one location and open-up additional space for the 10th Judicial Court System.

(B) **10th Judicial Court System Annex 1 Improvements** Requesting funding to the Court Annex 1 facility for the public defender's office to include new roof, interior modifications, structural updates, security improvements, closed portico and connect building to the Courthouse with additional ADA compliance.

(C) **County Complex Parking Garage** Requesting sufficient parking is needed for the public and employees to access critical public services that will be housed in the Multi-Government Complex as well as the Courthouse patrons/staff.

(D) **County Library Facility** Requests funding to build a 15,000 sq ft facility to be centrally located downtown. The current library facility is 44 years old and cannot upgrade and meet the County's needs, technological demands and does not have adequate space to provide quality educational programs.

(E) **County Services Extension Office Improvements** Requesting funding for County Extension office improvements to accommodate the Soil & Water Division and ensure the facility can meet the growing needs of the community. This will include roof replacement, interior modifications, construction of additional office space, updated energy-efficient HVAC system and upgrades to bring the existing structure into full ADA compliance.

(F) **County Facilities Maintenance Warehouse Building** Requests funding for a new 60' x 60' metal building (3,600 sq. ft.) which will house locksmith operations, signage production shop, county-wide equipment area; essential office space and a workshop section.

(G) **Fire Station #1 Training Tower** Requesting funding for a new Fire Training Tower to serve first responders on a local and regional scope. This multi-story structure will be designed to simulate various aspects of firefighting environments for training purposes. These towers provide realistic scenarios for practicing hose advancement, fire attack, search and rescue, ventilation, and other critical skills.

(H) **Courthouse Safety Sally Port** Requests funding to construct a Courthouse Safety Sally Port providing security for three (3) judges and chief law enforcement to ensure a secure private entrance to the Courthouse.

(I) **Health Department** Requesting funds for a building that has severe air quality issues and needs improvements to improve the air quality. These improvements include a new HVAC/roof/and complete remodel of 35,010 square feet.

(J) **Hardee Lakes Park** The Board requests funds to upgrade with appropriate infrastructure to properly serve the community, protect the environment, increase tourism, economic revenue and sustainability for Hardee County.

(K) **Critical Hardening of 4 Public Services Complexes** Requesting funds for critical hardening elements are essential on four County public services complexes, which includes roof replacements. The buildings are old, and the roofs have surpassed their useful life at the following critical public services facilities: Civic Center, Sheriff's current offices, Fleet Services Building.

(L) **Fire Station #2** Requests funding for a newly constructed fire station consisting of 3 bays that will house the appropriate equipment to address emergencies in this area of the County, i.e., EMS, ladder truck, frontline fire truck. This facility is necessary due to the current firehouse is not safe, has mold issues and is inadequate to provide essential emergencies services and does not meet Federal Medicare regulations.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 4th day of September 2025.

HARDEE COUNTY, FLORIDA

_____ _____

Russell A. Melendy, Chairman **Sarah L. Johnston, Attorney**

ATTEST:

_____

Victoria L. Rogers, Ex-Officio
Clerk to the Board of County of Commissioners

MULTI-GOVERNMENTAL COMPLEX

When completed, government services will be centrally provided and The Tenth Judicial Court System will inherit 10,620 sf, Courthouse Annex 1, to provide an additional courtroom, jury selection area and additional office space for Hardee County Courts, Clerk of Courts as well as the County Public Defender and County Probation.

Legislative Request for Funding: *Construction*

The Multi-Governmental Complex Phase 2 project aims to centralize ten county services to improve accessibility and streamline government operations. This initiative will allow the Courthouse, State Probation, and Public Defender's offices to expand into the existing Board of County Commissioners (BOCC) building. Additionally, the Tenth Judicial System will utilize the current commission chambers as an extra courtroom and jury selection area. Many of the current facilities are over 60 years old and do not meet modern accessibility and fire safety codes. This project will address these deficiencies through site development and new construction.

Fiscal Year 2025-26 Legislative Appropriation provided for the planning, design, engineering and construction of a new three-story Multi-Governmental Complex located at the southwest corner of West Orange Street and 10th Avenue on land owned by the County in the City of Wauchula. The county government building would serve to centrally locate several county departments and streamline governmental services for citizen access to Hardee County Board of County Commissioners and Chambers, County Management, Building and Zoning, Code Enforcement, Community Development, GIS/Information Technology, Human Resources, Grants Management and the Office of Management and Budget. The Hardee County Property Appraiser and Tax Collector offices will be relocated to the Multi-Governmental Complex to further consolidate government services in this Rural Area of Opportunity. Additionally, when this new building is complete and all the County offices have moved in, the Tenth Judicial Court System will be able to occupy and expand their offices into the Courthouse Annex 1 building in the best condition and providing for an additional courtroom, jury selection area as well as additional office space for Hardee County Courts, Clerk of Courts, County Public Defender and County Probation.

Project costs provide for the budget shortfall and complete construction are estimated at **$4,500,000**.

Benefits of the Multi-Government Complex:
Centralized Government Services - Combines ten county departments, the Property Appraiser, and the Tax Collector into one location, making it easier for residents to access services in a single trip.
Improved Efficiency - Streamlines internal operations and communication between departments, reducing redundancy and improving service delivery.
Modern, Code-Compliant Facilities - Replaces outdated buildings with a new facility that meets current **fire safety**, **accessibility**, and **building code** standards.
Judicial System Expansion - Frees up space in existing buildings for the **Tenth Judicial Court System**, enabling the addition of a courtroom, jury selection area, and expanded office space for legal services.
Cost Savings Over Time - Reduces long-term maintenance and repair costs associated with aging infrastructure.
Downtown Revitalization - Enhances the downtown area by consolidating services and increasing foot traffic, which can support local businesses and community engagement.

Primary Objectives:

1. To centrally locate ten (10) County Departments as well as the Property Appraiser and Tax Collector in one centralized location for citizen ease of access.
2. To provide vacated office space to the Tenth Judicial Court System potentially for additional courtroom, jury selection area and additional office space for Hardee County Courts, Clerk of Courts as well as the County Public Defender and County Probation

TENTH JUDICIAL COURT SYSTEM EXPANSION

Legislative Request for Funding: *Construction*

Hardee County Board of County Commissioners will be vacating the Courthouse Annex 1 building to provide the Tenth Judicial Court System to expand into 10,620sf space. This space is currently in the process of planning and design to renovate the space providing an additional courtroom, jury selection area as well as additional office space for Hardee County Courts, Clerk of Courts, County Public Defender and County Probation. The renovation will additionally correct all the issues currently plaguing the building to provide a safe, accessible building for the Tenth Judicial Court to occupy.

412 West Orange Street



Construction: Concrete block and brick
Size: 10,620 sf
Built: 1974
Renovated: 1995
Issues: **Roof, Fire Safety, Accessibility and Building Code**

Benefits of Tenth Judicial Court System Expansion:
Centralized Government Services - Combines ten county departments, the Property Appraiser, and the Tax Collector into one location, making it easier for residents to access services efficiently.
Improved Operational Efficiency - Co-locating departments enhances communication, reduces duplication of services, and streamlines workflows.
Modern, Code-Compliant Facilities - Replaces outdated buildings with a new facility that meets current **fire safety**, **accessibility**, and **building code** standards.
Judicial System Expansion - Frees up space in existing buildings for the **Tenth Judicial Court System**, enabling the addition of a courtroom, jury selection area, and expanded office space for legal services.
Reduced Long-Term Costs - Minimizes ongoing maintenance and repair expenses associated with aging infrastructure.
Downtown Revitalization - Enhances the downtown area by consolidating services and increasing foot traffic, supporting local businesses and community engagement.

Fiscal Year 2022-23
Legislative Appropriation provided for the planning and design to renovate the Courthouse Annex 1 building. This building will provide the Tenth Judicial Court System to occupy and expand their offices into the Courthouse Annex 1 building in the best condition and provide for an additional courtroom, jury selection area as well as additional office space for Hardee County Courts, Clerk of Courts, County Public Defender and County Probation.

The 2026 request will provide funding to complete the construction portion of the project. Estimated project costs for construction completion are **$4,200,000.**

Primary Objectives:
1. Provide expanded and modernized space for the Tenth Judicial Court System.
2. Establish a new courtroom and jury selection area.
3. Create additional office space for judicial and legal services.
4. Ensure the renovated facility meets all current safety and accessibility standards.

COURTHOUSE & GOVERNMENT COMPLEX PARKING GARAGE

With all the governmental services being centrally located adjacent to the courthouse, additional parking spaces are necessary to accommodate increased public access to the courthouse and government complex.

Legislative Request for Funding: *Design & Construction*

With the construction of a new multi-government complex adjacent to the Hardee County courthouse and the additional space being renovated to accommodate the public defender and state attorney's office, a need for additional parking is necessary. Hardee County will be vacating several buildings to the east of the courthouse that would be an ideal location for a two (2) level parking garage to ensure adequate access to critical public services housed within the new Multi-Government Complex and Courthouse.

This project proposes the development of a two-story parking garage with a capacity of 200 spaces to meet current and future demand.

- **Preliminary Engineering and Design**
- **Bidding and Procurement**
- **Project Management and Administration**
- **Construction Observation and Engineering Support**
- **Demolition of Existing Structures**: Including the old Emergency Operations Center (EOC), State Attorney offices, and Planning & Zoning Division
- **Site Development and Construction** of the new parking facility

This investment will enhance accessibility, improve operational efficiency, and support the long-term functionality of the Multi-Government Complex. **(Need a site plan like this one like the multi-government complex)**

Project costs for design, engineering and construction are estimated at **$9,000,000**.

Benefits of Courthouse and Government Complex Parking Garage:

Improved Public Access - Provides 200 parking spaces to accommodate increased traffic from centralized government services and courthouse operations. Ensures convenient access for citizens visiting the Tenth Judicial Court System, Clerk of Courts, Public Defender, County Probation, and other departments.

Supports Government Consolidation - Complements the new Multi-Government Complex by offering overflow parking for staff and visitors of ten County Departments, the Property Appraiser, and the Tax Collector.

Accessibility and Safety - Replaces outdated and insufficient parking areas with a modern, ADA-compliant facility, improving safety and accessibility for all users.

Operational Efficiency - Reduces congestion and improves traffic flow around the courthouse and government complex, enhancing the overall experience for staff and the public.

Strategic Site Utilization - Makes use of vacated buildings east of the courthouse, optimizing county-owned land for essential infrastructure.

Future-Ready Capacity - Designed to meet current and future demand, supporting long-term growth and service expansion.

Primary Objectives:

1. To provide adequate parking for staff and patrons to the Tenth Judicial Court System, Hardee County Courts, Clerk of Courts as well as the County Public Defender and County Probation.
2. To provide additional overflow parking to accommodate staff and public customers of ten (10) County Departments as well as the Property Appraiser and Tax Collector in one centralized location for citizen ease of access.

STATE OF THE ART PUBLIC LIBRARY

Legislative Request for Funding: *Acquisition, Design & Construction*

To meet the growing educational and technological needs of the community, this project proposes the construction of a **15,000 sq. ft. modern public library** centrally located downtown. The current library facility, which is **44 years old**, is no longer capable of supporting the County's service demands, lacks the infrastructure to accommodate modern technology, and does not provide adequate space for quality educational programming.

The funding requested will provide: **Land Acquisition, Contractual Preliminary Engineering and Design, Bidding and Procurement, Project Management and Administration, Construction Observation and Engineering Support, and Construction Services.**







This new facility will serve as a vital hub for learning, digital access, and community engagement, ensuring equitable access to resources for all residents. Project costs for land acquisition, design, engineering and construction are **$9,500,000.**

Benefits of the New Public Library Facility:

Expanded Educational Opportunities-
More space for literacy programs, tutoring, and after-school activities.
Dedicated areas for STEM education, workshops, and community classes.

Modern Technology Access-
Upgraded infrastructure to support high-speed internet, digital learning tools, and multimedia resources.
Public access to computers, printers, and technology training.

Community Engagement-
Flexible meeting rooms for public forums, nonprofit events, and local organizations.
Quiet study areas and collaborative spaces for students and professionals.

Economic and Social Impact-
Attracts foot traffic to downtown, supporting local businesses.
Creates jobs during construction and ongoing library staffing.
Promotes lifelong learning and workforce development.

Youth and Family Services-
Safe, welcoming environment for children and families.
Storytime areas, teen zones, and interactive learning spaces.

Accessibility and Inclusion-
ADA-compliant design ensures access for all residents.
Multilingual resources and inclusive programming.

Primary Objectives:

1. Construct a modern, 15,000 sq. ft. library facility to meet current and future community needs.
2. Replace the outdated library building with a technologically advanced and accessible space.
3. Provide adequate space for educational programming, digital access, and community engagement.
4. Ensure the facility is centrally located for maximum accessibility and public benefit.
5. Support lifelong learning, literacy, and workforce development through enhanced library services.

COUNTY EXTENSION OFFICE EXPANSION & IMPROVEMENTS

Legislative Request for Funding: *Design & Construction*

To better serve the community and accommodate the needs of the **Soil & Water Division**, improvements to the existing Extension Office are essential. The project includes a building **addition for expanded space**, a **new roof**, a **modern HVAC system**, and upgrades to ensure **ADA compliance**.

The requested **$4,500,000** in funding will support:

- **Contractual Preliminary Engineering and Design**
- **Bidding and Procurement**
- **Project Management and Administration**
- **Construction Observation and Engineering Support**
- **Construction Services**

These improvements will enhance operational efficiency, ensure accessibility, and provide a safe, functional environment for staff and the public.



507 Civic Center Drive, Wauchula

Benefits of Expansion and Improvements to County Extension Office:

Improved Operational Capacity-Additional space will allow the Soil & Water Division to operate more efficiently and accommodate future growth.

Enhanced layout will support better workflow and collaboration among staff.

Modernized Infrastructure-

A new HVAC system will improve indoor air quality, energy efficiency, and comfort for employees and visitors.

A new roof will ensure structural integrity and reduce maintenance costs.

ADA Compliance-Upgrades will ensure the facility is fully accessible, promoting inclusivity and compliance with federal regulations.

Enhanced Public Service Delivery- Improved facilities will allow for expanded programming, community outreach, and technical assistance to landowners and agricultural stakeholders.

Support for Environmental Stewardship- A better-equipped Soil & Water Division will be more effective in delivering conservation programs, soil health initiatives, and water resource management.

Economic and Community Impact- A modernized facility will serve as a community asset, increasing public engagement and trust in local government services.

Primary objectives:

1. Replace outdated infrastructure to ensure safety and functionality.
2. Expand operational space to accommodate the Soil & Water Division and future growth.
3. Improve energy efficiency through installation of a modern HVAC system and new roof.
4. Ensure ADA compliance to provide accessible services for all community members.
5. Support long-term service delivery and enhance public engagement through improved facilities.

COUNTY OPERATIONS SUPPORT FACILITY

Legislative Request for Funding: *Design & Construction*

The current facility supporting essential county operations is severely inadequate, described as a 'shack,' and no longer meets the functional or safety needs of staff or services. This proposal outlines the construction of a new 60’ x 60’ (3,600 sq. ft.) metal building located adjacent to the Public Works Department. The new facility will house locksmith operations, a signage production shop, county-wide equipment storage, essential office space, and a workshop section.

The total funding requested for this project is **$1,900,000**. These funds will be used for contractual services including preliminary engineering, engineering design, bidding, project management, administration, construction observation, engineering during construction, and construction services.



(Need a site plan like this one for the new facilities building)

Benefits of the County Operations Support Facility:

Safe, Modern Workspace- Replaces an outdated structure with a durable, efficient facility.
Improved Service Delivery- Centralizes key operations to streamline county-wide support.
Energy Efficiency- New construction allows for modern HVAC and energy-saving systems.
Strategic Location- Proximity to Public Works enhances coordination and logistics.
ADA Compliance- Ensures accessibility for all staff and visitors.

Primary Objectives:

1. Eliminate the use of the current substandard facility ("shack") by constructing a safe, modern, and functional building.
2. Consolidate locksmith operations, signage production, equipment storage, and workshop functions into one efficient, purpose-built space.
3. Improve workflow, communication, and service delivery by co-locating essential services adjacent to the Public Works Department.
4. Construct a facility that meets current building codes, ADA standards, and safety regulations.
5. Provide a durable, low-maintenance structure with the flexibility to adapt to future operational growth and evolving service demands.

Fire Station #1 Training Tower

Legislative Request for Funding:

The proposed Fire Training Tower will serve first responders across both local jurisdictions and the broader Heartland Region. This multi-story training facility will be constructed at the site of the current Wauchula Fire Station #1 and will be specifically designed to replicate a wide range of real-world firefighting scenarios. The tower will support comprehensive training programs for current firefighters, emergency personnel, students, and aspiring first responders, enhancing preparedness, safety, and coordination throughout the region.



The requested **$2,000,000** in funding will support**:**

- **Contractual engineering design**
- **Bidding services**
- **Project management**
- **Administrative support**
- **Construction services**
- **Development of a fire training tower located adjacent to the new Fire Station No. 1**

Benefits of the Fire Station #1 Training Tower:

Improved Emergency Preparedness- Firefighters and emergency personnel will gain hands-on experience in simulated fire and rescue scenarios, improving their readiness for real-life emergencies.

Enhanced Safety and Response Efficiency- Regular training in a controlled, high-fidelity environment will lead to faster, safer, and more coordinated responses during actual incidents.

Regional Collaboration- The facility will serve multiple jurisdictions, fostering inter-agency cooperation and standardized training protocols across the Heartland Region.

Workforce Development- The tower will support training programs for students and aspiring first responders, helping to build a skilled pipeline of future emergency personnel.

Compliance and Certification- The facility will enable local departments to meet state and national training standards, supporting ongoing certification and professional development.

Economic and Community Impact- By investing in public safety infrastructure, the project will contribute to community resilience and may attract additional funding and partnerships.

Primary Objectives:

1. Hands-on, live-fire training under controlled conditions, providing invaluable experience with actual fire and smoke to hone skills in a safe environment.
2. Practice of techniques for water application, hose deployment, and ventilation, improving response times and efficiency.
3. The opportunity to remain in the district for all required training allowing for emergencies to be addressed versus training outside the region.

COURTHOUSE SAFETY SALLY PORT

Legislative Request for Funding: *Design and Construction*

To ensure the safety and security of judicial personnel, law enforcement, and the public, significant improvements are needed to the courthouse security infrastructure. This project will specifically address the security needs of three judges and the chief law enforcement officer, through the development of a new, secure Sally Port system. The proposed upgrades will include a separate drive-in entrance, with automatic doors that open and close prior to entering the courthouse, providing a controlled, secure environment.

The requested **$2,500,000 in funding** will support:

- **Contractual Preliminary Engineering and Design**
- **Bidding and Procurement**
- **Project Management and Administration**
- **Construction Observation and Engineering Support**
- **Construction Services**



Benefits of the Construction of the Courthouse Safety Sally Port:

Enhance Judicial and Law Enforcement Security – Provide a secure environment for judges and the chief law enforcement officer through targeted infrastructure improvements.

Improve Emergency Response Capability – Enable safer and faster law enforcement operations by modernizing the courthouse's secure access infrastructure.

Minimize Exposure to Threats – Create separation between judicial personnel, and the general public to prevent security breaches.

Comply with Modern Security Standards – Align courthouse operations with current best practices for facility safety and threat mitigation.

Primary Objectives

1. Install secure access systems and infrastructure to protect judicial personnel and law enforcement.
2. Provide a separate, controlled entrance that limits the exposure of sensitive individuals and equipment to security threats.
3. Enhance courthouse security measures to ensure the safe operation of the judicial system, including protection for judges, law enforcement and the public.

Health Department

Legislative Request for Funding: *Repairs and Improvement*

The Health Department is the sickest building in Hardee County. The primary concern with this building is the severe air quality issues. It was built in 1997, and it requires upgrading. The recently built Supervisor of Elections building is located in the back portion of the facility. The improvements needed to make this facility habitable include new HVAC and roof, as well as a complete remodel of 35,010 square feet. These improvements are necessary and appropriate, and it is a better economical option versus replacing the building, as new construction would cost at a minimum $18 million.

Project costs for construction are estimated at **$7,000,000.00.**



115 KD Revell Road, Wauchula

Benefits of the Repairs and Improvements to the Health Department:
Comprehensive Public Health Services – Delivers wellness programs and emergency preparedness to support overall community health.
Vital Records Access – Provides a convenient, centralized location for obtaining birth and death certificates.
Support for Women, Infants, and Children – Offers nutritional and health services through the WIC program to improve family well-being.
Environmental Health Protection – Oversees mosquito control, food hygiene, drinking water safety, and onsite sewage systems in Hardee County.
Community Impact – Enhances public safety and quality of life through accessible, preventive health services.

Primary Objectives:

1. Expand access to essential health and wellness programs for Hardee County residents.
2. Ensure services are delivered from a centrally located and easily reachable facility.
3. Replace aging infrastructure with a secure, structurally sound, and dependable building.
4. Utilize resources effectively to deliver long-term value and minimize operational expenses.

HARDEE LAKES PARK INFRASTRUCTURE

Legislative Request for Funding: *Essential Utilities and Infrastructure Development*

To better serve the public and protect the environment, critical infrastructure improvements are needed at Hardee Lakes Park. This project will install essential utilities - **water, wastewater, and electric services**. These upgrades are necessary to expand camping facilities, improve environmental protection, and support safe, sustainable recreational use.



The requested **$4,000,000 in funding** will support:
- **Contractual Preliminary Engineering and Design**
- **Bidding and Procurement**
- **Project Management and Administration**
- **Construction Observation and Engineering Support**
- **Construction Services**

Benefits of Development to Hardee Lakes Infrastructure:

Expanded Recreational Opportunities-

Utility access will support RV hookups, restroom facilities, and enhanced camping amenities.

Enables year-round activities, extended stays, and new programming such as outdoor education, youth camps, and equestrian events.

Environmental Protection-

A modern wastewater system will prevent contamination of nearby lakes, wetlands, and groundwater.

Infrastructure will reduce reliance on portable sanitation, protecting sensitive ecosystems.

Improved Visitor Experience-

Visitors will benefit from access to potable water, sanitary facilities, and electricity.

Economic and Community Impact-

Improved amenities will attract more visitors, supporting local tourism and small businesses.

Infrastructure investment will allow the park to host larger events, generating revenue and fostering community engagement.

Support for Long-Term Growth-

Utilities will enable phased future development of park facilities.

Reduces long-term operational costs and increases efficiency in park management.

Primary Objectives

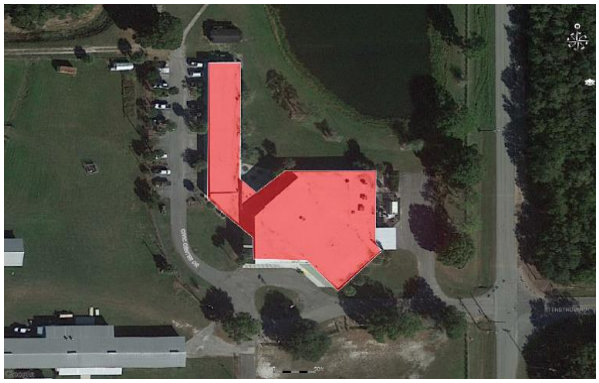
1. Install essential utility services to support public health, safety, and recreational use.
2. Protect the park's natural environment with sustainable wastewater and water systems.
3. Enhance infrastructure to accommodate increased visitation, camping, and events.
4. Promote tourism and economic development by improving park amenities.
5. Enable future development and long-term operational sustainability at Hardee Lakes Park.

Critical Hardening of 4 Public Services Complexes

Legislative Request for Funding: *Roof Replacements*

Critical hardening elements are essential on four County public services complexes, which includes roof replacements. The buildings are old, and the roofs have surpassed their useful life at the following critical public services facilities:

1. **Civic Center** - vital multi-use facility that serves the community daily while also functioning as the FEMA command center and the National Guard's staging area during emergencies. Hardening of this facility is critical to ensure it remains operational and secure during hurricanes, tornadoes, and other disasters. By protecting the building, Hardee County safeguards a central hub for emergency coordination, resource distribution, and community support while preserving its regular role as a gathering place for residents.





2. **Hardee County Sheriff's Office** – current location where law enforcement services will continue to be conducted for three more years. This building will be utilized for other County operations once the Sheriff moves into the new facility.

3. **Fleet Services Building** - vital to maintaining Hardee County's emergency vehicles and essential service fleet. Hardening the facility will protect equipment, vehicles, and staff from storm damage, ensuring emergency response and critical services remain operational during and after disasters. This investment safeguards public safety protects millions in county assets and strengthens community resilience.



4. **Public Works Administration Building** -



Serves as the central hub for coordinating Hardee County's infrastructure, road, and emergency response operations. During hurricanes, tornadoes, and other severe weather events, this facility must remain functional to direct crews, manage resources, and support recovery efforts. Hardening the building will protect staff, equipment, and critical communication systems, ensuring continuity of operations when residents depend most on county services. Without a resilient facility, storm damage could severely disrupt emergency coordination and delay recovery, putting public safety and essential services at risk.

Benefits of Critical Hardnening to 4 Public Services Complexes:

Enhanced Disaster Resilience - Roof replacements will ensure each facility remains structurally sound and operational during hurricanes, tornadoes, and other severe weather events.
Protection of Critical Operations - The Civic Center will continue to function as a FEMA command center and National Guard staging area, safeguarding emergency coordination and community support during disasters.
Preservation of County Assets - Hardening the Fleet Services Building will protect millions of dollars in emergency vehicles and equipment, ensuring uninterrupted service delivery.
Continuity of Law Enforcement and County Services - Upgrades to the Hardee County Sheriff's Office will maintain law enforcement operations and prepare the facility for future County use, maximizing long-term utility.
Reliable Infrastructure Coordination - Improvements to the Public Works Administration Building will secure the county's ability to manage infrastructure and emergency response efforts, especially during recovery phases.
Cost Avoidance and Long-Term Savings - Replacing aging roofs now will prevent costly emergency repairs and interior damage, reducing future financial burdens on the County.
Improved Safety for Staff and Public - Hardening these facilities will create safer environments for employees and residents who rely on these services daily and during emergencies.
Strengthened Community Confidence - Demonstrating proactive investment in public safety infrastructure will build trust and confidence in the County's ability to protect and serve its residents.

Primary Objectives:

1. **Ensure Structural Resilience of Key Public Facilities-** Replace aging roofs to protect buildings from severe weather and extend their operational lifespan.
2. **Maintain Continuity of Emergency and Essential Services -** Guarantee uninterrupted operations at facilities critical to disaster response, law enforcement, fleet maintenance, and public works.
3. **Safeguard County Assets and Infrastructure -** Prevent damage to valuable equipment, vehicles, and communication systems housed within these buildings.
4. **Support Emergency Preparedness and Response -** Strengthen the Civic Center's role as a FEMA command center and National Guard staging area, and ensure other facilities remain functional during emergencies.
5. **Promote Fiscal Responsibility and Long-Term Cost Savings -** Invest in preventative infrastructure upgrades to avoid costly emergency repairs and potential service disruptions.

Project costs provide for the budget shortfall and complete construction are estimated at **$5,200,000.00.**

Fire Station #2

Legislative Request for Funding: *Design & Construction*

A new fire station is needed in the Zolfo Springs area and will be located on 3 to 4-acres which the County owns and is near Pioneer Park. This fire station will consist of 3-bays that will house the appropriate equipment to address emergencies in this area of the County, i.e., EMS, ladder truck, frontline fire truck. The current firehouse is not safe, has mold issues and is inadequate to provide essential emergencies services and does not meet Federal Medicare regulations.



The requested **$7,000,000 in funding** will support:
•Contractual Preliminary Engineering and Design
•Bidding and Procurement
•Project Management and Administration
•Construction Observation and Engineering Support
•Construction Services

Benefits of Construction of New Fire Station:
Faster Response Times-Improved station design and location lead to more efficient deployment of resources and personnel.
Operational Efficiency-Centrally located headquarters in a new station improve coordination, decision-making, and resource management during critical incidents.
Compliance-A new building is easier to design to meet the latest building codes and accessibility standards.
Sustainability-New facilities offer opportunities to incorporate sustainable features, reducing operational costs and environmental impact.

Primary Objectives:

1. **Establish a Safe and Modern Fire Station in Zolfo Springs-** Construct a new facility on County-owned land near Pioneer Park to replace the current unsafe and inadequate firehouse.
2. **Enhance Emergency Response Capabilities -** Provide a 3-bay station equipped to house EMS units, a ladder truck, and a frontline fire truck to improve emergency coverage in the area.
3. **Ensure Compliance with Federal Regulations -** Design and build the new station to meet Federal Medicare standards and other applicable safety and operational codes.
4. **Support Regional Public Safety Infrastructure -** Strengthen the County's ability to respond to emergencies in Zolfo Springs and surrounding communities through improved facilities and equipment readiness.
5. **Invest in Long-Term Community Resilience -** Replace a deteriorating and mold-affected facility with a durable, purpose-built station that will serve the community for decades.
6. **Utilize Public Land Efficiently -** Maximize the value of County-owned property by developing essential public safety infrastructure on a strategically located site.

AGENDA ITEM NO. 11.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Solid Waste Management Grant Agreement

SUGGESTED ACTION:

- Motion to approve the submission and acceptance of the State of Florida Department of Environmental Protection, Small County Consolidated Solid Waste Management Grant CW013 in an amount not to exceed $93,750.50; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

SW Grant Management Memo.pdf
Grant Agreement - Granicus.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Solid Waste Management Grant Agreement CW013

Date: September 4, 2025

The Hardee County Grants Management Department has received a grant agreement on behalf of the Hardee County BOCC with the State of Florida Department of Environmental Protection for the Hardee County Small County Consolidated Solid Waste Management Grant for fiscal year 2025-2026 funding.

The total funds to be received is for an amount not to exceed $93,750.50. A cash match of $0 is required.

These funds will be utilized to manage the annual program operating costs and maintenance of facilities, planning, education for employees or public, and recycling demonstration projects.

Staff requests approval.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Hardee County Small County Consolidated Solid Waste Management Grant CW013

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Hardee County Board of County Commissioners Entity Type: Local Government

Grantee Address: 412 West Orange Street Room 204 Wauchula, Florida 33873 FEID: 59-6000628

(Grantee)

3. Agreement Begin Date: October 1, 2025 Date of Expiration: September 30, 2026

4. Project Number: CW013 *(If different from Agreement Number)* Project Location(s): Hardee County, FL

Project Description: Small County Consolidated Solid Waste Management Grant

5. Total Amount of Funding: $93,750.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	2025-26 GAA Line Item #1611	$ 93,750.50
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 93,750.00

6. Department's Grant Manager

Name: Lindsey Bradley-Brown or successor

Address: 2600 Blair Stone Rd. Tallahassee, FL. 32399

Phone: (850)245-8977

Email: lindsey.bradleybrown@floridadep.gov

Grantee's Grant Manager

Name: Lorie Ayers or successor

Address: 412 West Orange Street Wauchula, Florida 33873

Phone: (863)773-6349

Email: grants@hardeecountyfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
■ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
■ Additional Exhibits (if necessary): Exhibit 1 Tonnage Summary	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Hardee County Board of County Commissioners — **GRANTEE**

Grantee Name

By _____ Date Signed

(*Authorized Signature)*

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ Date Signed

Secretary or Designee

Fletcher Herrald — Program Administrator

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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.

   iii. Antitrust Violator Vendors. 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 on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(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 twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's 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, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CW013

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Hardee County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
a. No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. CW013

ATTACHMENT 3

PROJECT TITLE: Hardee County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Hardee County (Grantee) received funding from the Florida Legislature in the amount of $93,750.00, through Specific Appropriation Line Item No. 1611, Solid Waste Management Trust Fund, Fiscal Year (FY) 2025-26 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its solid waste management program costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: Residential solid waste will be collected from residents residing in the unincorporated areas of Hardee County. The residential solid waste collected will be transported and disposed of at the Hardee County Landfill. This facility is owned and operated by Hardee County and regularly uses various equipment for the daily operations. These units are county owned and stationed at the Landfill located at 685 Airport Road, Wauchula, FL 33873.

PROJECT BACKGROUND: Hardee County Ordinance Number 12-12, adopted April 11, 2002 created residential and commercial services for the collection and disposal of solid waste in Hardee County. The ordinance sets forth requirements for implementation and operations of a comprehensive program of solid waste collection and disposal for residents outside of Hardee County's municipal boundaries, but within the unincorporated areas of the county. The most efficient method for solid waste collection and disposal in these unincorporated areas of Hardee County was to have solid waste collection by a franchise or commercial collection service. Since April 17, 2002, all residents within the unincorporated area of Hardee County have been required to utilize the residential collection service provided by the franchise for the service area in which the property is located. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: Hardee County has an existing contract with Hardee County Disposal, Inc., to provide for the collection and disposal of residential solid waste to all residents living in the unincorporated areas of Hardee County located outside the municipal boundaries. Hardee County Disposal, Inc., provides residents with curbside pickup twice a week.

Additional Narrative: The Grantee's solid waste collection program and maintenance costs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee.

TASKS and DELIVERABLES:

Solid Waste Management

Task 1: Solid Waste Collection and Disposal Servies to Unincorporated Areas
Task Description: The Grantee is responsible for the collection of residential solid waste from the unincorporated areas of Hardee County. Hardee County currently contracts with Hardee County Disposal Inc., to provide solid waste collection services to the unincorporated areas of Hardee County that are located outside the municipal boundaries. The waste is collected curbside twice per week. In accordance with Section 403.7095, F.S., local Depmtment regulatory staff will report any findings of concern regarding the proper maintenance of the Grantee's

Solid Waste Collection practices to the Department. Funding under this task only covers a portion of the Grantee's total solid waste collection and disposal costs. Any costs exceeding the grant funding are the responsibility of the Grantee.

Deliverables: The Grantee will submit copies of the paid invoices and checks. The invoices, provided by the contractor, will provide a waste description, and list and summarize the load weights and their cost. Additionally, the Grantee will provide tonnage summaries, using either the **Tonnage Summary Report**, provided by the Department as **Exhibit I** of this Grant Work Plan or comparable documentation. All deliverables may be submitted electronically.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 2: Equipment Service, Repair and Maintenance

Task Description: The Grantee currently has several types of equipment that are used for the daily operations of the landfill including a 2016 -772 Bomag Compactor, 2021 TANA E380 Compactor, 2012 -624K John Deere Loader, 2005 -644J John Deere Loader, 2016 -D7E Caterpillar Dozer, 2003 -D7R Caterpillar Dozer, 2015 - 328E John Deere Skid Steer and a 2017 Bell B25E articulating truck. These machines require periodic maintenance and repairs including the regular scheduled maintenance, engine work, hydraulic repairs, drive train, transmission, steering and brake repairs, replacement parts, track repairs, differential repair, tire replacement. The required maintenance and repairs will be performed by the county employees and approved licensed technicians.

Deliverables: The Grantee will submit copies of invoices from vendors and proof of payment,or internal work orders and department billing or vouchers. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Solid Waste Collection and Disposal Services	10/1/2025	9/30/2026	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Equipment Service, Repair, and Maintenance	10/1/2025	9/30/2026	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services (Subcontractor)	$68,750.00
	Total for Task:	**$68,750.00**
2	Miscellaneous/Other Expenses	$25,000.00
	Total for Task:	**$25,000.00**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $93,750.00
Contractual Services (Subcontractor)	$68,750.00
Miscellaneous/Other Expenses	$25,000.00
Total:	**$93,750.00**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall 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 contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	DEP	2025-26	37.012	Small County Consolidated Waste Grants	$93,750.00	140134
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$93,750.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENS
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM

ATTACHMENT 6

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

   Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

   Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

   a. Indirect, overhead or administrative costs (excluding fringe benefits);

   b. Promotional items such as t-shirts and other items promoting the program;

   c. Cell phone usage;

   d. Attorney's fees or court costs;

   e. Civil or administrative penalties;

   f. Interest in real property;

   g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and

   h. Vehicles, unless authorized in Attachment 3 of this Agreement.

   Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

   Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.

b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.

c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.

d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.

e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**CW013**		
Grantee Name:	Hardee County Board of County Commissioners		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

Task 2:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CW013 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___CW013___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$ N/A**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.
Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Exhibit 1
Tonnage Summary Report

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim. Comparable documentation may be submitted in lieu of this report.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the disposal
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. CW013 and as described in Attachment 3, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Date:

Grantee's Grant Manager Signature:

AGENDA ITEM NO. 11.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** JAG Countywide Grant Application
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the Florida Department of Law Enforcement JAG-C grant application in the amount of $28,783,43; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

JAGC Memo - September Board Meeting.pdf
Hardee County Board of Commissioners - Application.pdf

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: JAG24 - Countywide (JAGC)

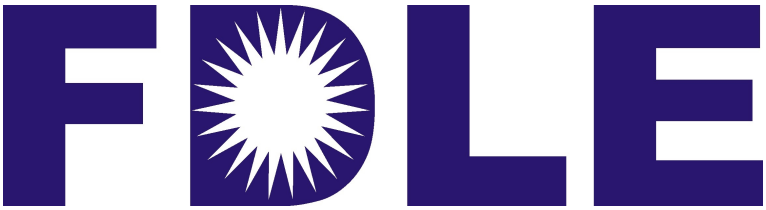
Date: September 4, 2025

Hardee County Grants Management has submitted a grant application on behalf of the Hardee County Board of County Commissioners (BOCC) to the Florida Department of Law Enforcement for the JAG24 – Countywide program, fiscal year 2025-2026.

The total funds requested is for an amount not to exceed $28,783.43. A cash match of $0.00 is required.

If awarded these funds, they will be utilized to purchase new supplies and equipment for the Hardee County Sheriff's Office.

Staff recommends ratification to submit the grant application.



Safe Neighbor

Prepared by Hardee County Board of Commissioners
for Florida Department of Law Enforcement JAG24 - Countywide

Primary Contact: Lorie Ayers

Opportunity Details

Opportunity Information

Title
JAG24 - Countywide

Description
This opportunity is available to units of local government who receive annual appropriations under Florida's Justice Assistance Grant (JAG) Program.

Awarding Agency Name
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency Contact Phone
850-617-1250

Agency Contact Email
criminaljustice@fdle.state.fl.us

Subjects
Edward Byrne Memorial Justice Assistance Grant (JAG), JAG - Countywide (JAGC)

Opportunity Posted Date
7/1/2025

Announcement Type
Initial Announcement

Assistance Listings Number
16.738

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/b56cd338-7a66-4c0d-9fef-b2ab060b4874

Is Published
Yes

Funding Information

Funding Sources
Federal Or Federal Pass Through

Funding Source Description
This funding is available under Florida's FY2024 Justice Assistance Grant award (15PBJA-24-GG-04224-MUMU).

Award Information

Award Period
10/01/2023 - 09/30/2027

Award Type
Non Competitive

Indirect Costs Allowed
Yes

Matching Requirement

No

Submission Information

Submission Window

Opens 07/01/2025 12:00 AM

Submission Timeline Type

One Time

Eligibility Information

Eligibility Type

Private

Eligible Applicants

- County Governments
- City or township governments
- Native American tribal governments (Federally recognized)

Additional Eligibility Information

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

Additional Information

Additional Information URL

https://www.fdle.state.fl.us/Grants/Home.aspx

Additional Information URL Description

This site contains information regarding the various programs, funding opportunities, and forms managed by the Office of Criminal Justice Grants. Contact information and additional resources can also be found on this site.

Project Information

Application Information

Application Name
Safe Neighbor

Award Requested
$28,783.43

Total Award Budget
$28,783.43

Primary Contact Information

Name
Lorie Ayers

Email Address
lorie.ayers@hardeecountyfl.gov

Address
412 West Orange Street, Room 201, 412 West Orange Street, Room 201
Wauchula, Florida 33873

Phone Number
(863) 773-6349

Project Description

JAG Program - Project Summary

Applicant and Award Information

NEW REQUIREMENT: Applicant Organization

Due to restrictions in functionality, OCJG is requiring the Applicant User's organization to match the Eligible Recipient's organization. The organization listed below your name at the top of the screen MUST match the name of the Eligible Recipient you are creating this application for.

- **If you are registered with the Eligible Recipient organization: close the application window, switch profiles in AmpliFund, and click on the application link again to apply.**
- **If you are not registered with the Eligible Recipient organization: contact the assigned grant manager at the Eligible Recipient's organization and instruct them to apply. If the Eligible Recipient does not have a dedicated grant manager: you may need to contact them and ask to be added to their organization's profile. Contact your assigned OCJG grant manager for more information.**

Eligible Recipients of JAG Funds

Eligible recipients are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior. The eligible recipient cannot be a police department, sheriff's office, or other division of a unit of local government.

Enter the name of the Eligible Recipient.
Hardee County Board of County Commissioners

Is the Eligible Recipient a State Agency (i.e. Department of Corrections or other State of Florida agency)?
○ Yes
◉ No

In which county is the Eligible Recipient located?
Hardee

What is the Eligible Recipient's SAM Unique ID number (UEI)?
Q11TSMH2P7X6

Upload a copy of the Eligible Recipient's active SAM registration below.
Registration Active Until 2025-11-07.pdf

E-Verify

Section 448.095, Florida Statutes, went into effect on July 1, 2023. All State of Florida agencies, including FDLE, are required to verify award recipients are registered with and use the E-Verify system. Eligible Recipients who are not registered with E-Verify will NOT be eligible for JAG funds. Applicants may use E-Verify's Employer Search Tool to verify their agency is registered.

Is the Eligible Recipient registered as a participating employer in the E-Verify System?
◉ Yes

○ No (award cannot be issued until registered)

Payment Information

What is the Eligible Recipient's FEID number (FLAIR Vendor ID)?
596000632

What is the Eligible Recipient's payment address?
412 West Orange Street, Room 201
Wauchula, FL 33873

Project Information

Project Period and Reporting Frequency

NOTE: Projects must be at least six months in length. The final length of the project period will be determined at the time of award approval. No projects will extend past the federal award end date.

Desired Start Date of the Project
10/01/2025

Desired End Date of the Project
09/30/2026

Please select your desired reporting frequency for submitting payment requests AND performance reporting.
Quarterly

Performance Activity Area

Review the following activity area defintions and ensure you make the proper selection for your project in the next question:

- **Law Enforcement = programs, activities, and/or spending conducted by a law enforcement organization, including crime lab/forensics activities. This DOES NOT include drug task forces or law enforcement driven crime prevention and education initiatives.**
- **Prosecution and Courts = programs, activities, and/or spending for prosecution, indigent defense, and court programs. This DOES NOT include drug courts, mental health courts, veterans' courts, or extreme risk protection order programs.**
- **Prevention and Education = programs, activities, and/or spending with the goal of educating individuals on various crimes or programs designed to help prevent crime.**
- **Corrections and Community Corrections = programs, activities, and/or spending for corrections, probation, parole, and reentry initiatives. This DOES NOT include substance abuse or co-occuring treatment programs.**
- **Drug Treatment and Enforcement = programs, activities, and/or spending for drug courts, drug treatment, co-occurring disorders, and drug task forces.**
- **Planning Evaluation and Technology = programs, activities, and/or spending related to large-scale technology upgrades and/or implementation, information sharing systems, strategic planning, and program evaluations.**
- **Crime Victim and Witness = programs, activities, and/or spending for services and support to victims of crime. This DOES NOT include monetary compensation for victims.**
- **Mental Health = programs, activities, and/or spending for behavior related programming and crisis intervention teams.**
- **State Crisis Intervention Proceedings = programs, activities, and/or spending related to specialty court**

proceedings (other than drug courts) and extreme risk protection order programs.

Select the appropriate activity area for this project.

- ◉ 01 - Law Enforcement
- ○ 02 - Prosecution and Courts
- ○ 03 - Crime Prevention and Education
- ○ 04 - Corrections and Community Corrections
- ○ 05 - Drug Treatment and Enforcement
- ○ 06 - Planning Evaluation and Technology
- ○ 07 - Crime Victim and Witness
- ○ 08 - Mental Health
- ○ 09 - State Crisis Intervention Proceedings

Problem Identification

PID1: Describe the problems, issues, or concerns this funding will address and describe why this project is a priority for your organization.

Due to the fiscal constraints of Hardee County, it is often challenging to purchase essential training and safety equipment. The funds from this grant will enable the Hardee County Sheriff's Office (HCSO) to acquire critical, higher-cost items that are otherwise beyond the current budget. These items will help the HCSO maintain safety standards and ensure operational readiness.

Officer safety is a critical component of effective law enforcement. For this reason, the main priority of the HCSO is the safety of law enforcement officers. Providing officers with the proper tools and necessary resources not only ensures their protection but also enables them to perform their duties to the highest professional standard.

PID2: What actions are your organization currently taking to help address the problems/issues/concerns described above?

Over the past three years, the Hardee County Sheriff's Office (HCSO) has significantly expanded their training program. The HCSO has placed a strong emphasis on scenario-based training to better prepare law enforcement officers for real-world situations. In addition, the HCSO has been conducting community outreach programs to help educate the public about the importance of being aware and knowing what to do in several types of real-world situations.

PID3: Is this project a continuation from the previous year or other federal funding source?

- ○ Yes
- ◉ No

Scope of Work

Personnel

Will you be using funds to support personnel costs (FTE, OPS, etc. – not including overtime)?

- ○ Yes
- ◉ No

Overtime

Will you be using funds to support overtime pay?

- ○ Yes
- ◉ No

Travel and Training

Will you be using funds to support travel and/or training costs?

- ○ Yes
- ◉ No

Equipment and/or Supplies

Will you be using funds to support the purchase of equipment and/or supplies?

- ◉ Yes
- ○ No

Definitions

***Equipment* is defined as any item that will be assigned a property tag and routinely inventoried or tracked (as per your agency's property management policies). These items are typically assigned to an individual and/or location in a property management system. Examples include: computers, laptops, weapons, or other items exceeding your agency's OCO threshold. All other items are considered *Supplies* for the purposes of this award.**

NEW **JAG funds may only be used to purchase Body Worn Camera (BWC) hardware. The use of funds for tap refresh, software, warranties, service agreements, data storage, or any other related expenses for BWC is prohibited. Additionally, grant funds may not be used for equipment refresh or subscription-based, rent-to-own, or lease systems. Contact your assigned grant manager if you have any questions regarding these new exclusions.**

At what dollar threshold does your agency enter an item into the organization's inventory system?

$1,500.00

Are any items being purchase with grant funds under your organization's inventory threshold, but will actually be inventoried based on your local policy/procedure?

- ◉ Yes
- ○ No

If "Yes", explain.

The Hardee County Sheriff's Office issues supplies and equipment to law enforcement officers from an inventory they maintain.

Briefly describe the items to be purchased and how they are critical to addressing the problem described above.

To enhance training for both staff and the community, the Hardee County Sheriff's Office (HCSO) will purchase new CPR manikins. The current manikins are no longer compliant with updated training standards; thus, they need to be replaced. In addition, a rescue manikin will be acquired for use in various training scenarios, including scenario-based and tactical exercises.

The HCSO will also purchase night vision optics and a long-range camera to support tactical operations and surveillance activities. A rifle-rated ballistic shield will be obtained to protect law enforcement officers in high-risk situations involving potentially armed individuals. These shields have a service life of only five years, requiring regular replacement to ensure continued protection.

In addition, two PepperBall launchers will be acquired as less-lethal options, one designated for use within the detention facility and the other assigned to the tactical unit.

Finally, the remaining funds will be allocated toward the startup of a Flock Safety automated license plate reader (LPR) program. Flock LPR systems are widely used across surrounding Florida counties and have proven to be highly effective investigative tools.

Do you have quotes available for any of the items being requested in the Equipment or Supplies category?

- ○ Yes
- ◉ No

Will any of the items procured under this award be transferred to another entity upon receipt (i.e., a County is purchasing an item for a local Police Department)?

○ Yes (a special condition will be added to the award)
◉ No

Method of Procurement

If any item described above will not be purchased via non-competitive procurement or state-term/alternate source contract, OCJG must ensure quotes and/or bids are obtained as defined by your agency's procurement policy or federal policy. This documentation must be maintained on file and provided to OCJG upon request at the time of reimbursement or monitoring.

Sole Source Rules and Limitations

The use of non-competitive procurement methods (i.e. sole source) for grant-funded purchases is strongly discouraged. However, there are three scenarios in which sole source is allowable:

1. **The item or service is only available from one source. This does not mean a particular brand name of a product justifies a sole source, it is the item itself. For example, procuring electronic control devices cannot be a sole source because these less-lethal devices are available to purchase from Taser International and various other vendors. NOTE: Vendor sole source letters are not sufficient justification for noncompetitive purchases.**
2. **A public emergency exists that will result in harmful delays if formal competition is required. This requires official written declaration of the public emergency by an authorized official (i.e. President, Governor, Mayor, etc.). The ability to purchase non-competitively under a declaration of public emergency expires when the written declaration expires.**
3. **Inadequate competition was noted after soliciting a number of sources. Documentation of the solicitations from each source must be maintained to support the non-competitive procurement.**

Applicants who plan to utilize grant funds for non-competitive procurement MUST complete an OCJG Sole Source Justification Approval form for pre-approval by OCJG. Sole source purchases in excess of $250,000 require OCJG to submit a GAM to DOJ for federal pre-approval. Additional information may be required by your OCJG grant manager.

Your OCJG grant manager will inform you if your sole source request has been pre-approved. If your sole source request is not pre-approved by OCJG and/or DOJ, quotes and/or bids must be obtained and provided to OCJG as required by your organization's procurement policy. This documentation must be maintained on file and provided to OCJG prior to reimbursement or at the time of monitoring. Sole source justification provided after the purchase has already been made will not be accepted.

Are any items being procured non-competitively (i.e. sole source)?

○ Yes
◉ No

State-Term or Alternate Source Contracts

State-Term Contracts: Recipients utilizing these types of contracts must provide the Florida State-Term Contract number at the time of application (if known).

Alternate Source Contracts: Federal procurement regulations allow for grant-funded items to be piggybacked off of existing contracts with other entities. This is known as "alternate source" contracting and is often used by OCJG recipients. Recipients utilizing an alternate source contract are required to describe the contract and provide the contract number (if known).

If the contract number is not known at the time of application, it must be provided at the time of reimbursement.

Are any items being procured from an existing Florida State-Term Contract?

○ Yes

◉ No

Are any items being procured from any other Alternate Source Contract (GSA, NASPO, piggybacking existing contract, etc.).

○ Yes
◉ No

Third-Party Services (Contractual Services)

Will you be using funds to support third-party services (consulting services, contractual services, and/or subawards)?

○ Yes
◉ No

Third-Party Consultants

Third-Party Contracts

Third-Party Subawards

Other Costs

Will you be using funds to support "other" costs not captured in any of the categories above?

○ Yes
◉ No

Indirect Costs

Federal recipients may elect to use a portion of funding for indirect costs.

Will you be using funds to support indirect costs?

○ Yes
◉ No

Program Generated Income (PGI)

Grant-funded activities may generate revenues for the recipient organization. Examples of program income activities include but are not limited to: asset seizures/forfeitures, registration/tuition fees collected from hosted events, interest earned on advance award funds, membership fees, court-ordered attorney's fees, and fees/fines for failed drug tests. All program income must be accounted for, reported, and expended in accordance with Section 3.4 of the DOJ Grants Financial Guide.

Will any proposed grant activities generate Program Income?

○ Yes (a special condition will be added to the award)
◉ No

JAG Pre-Approvals

BJA has provided guidance regarding prohibited and controlled expenditures. A guide for expenditures made during or after Federal Fiscal Year 2023 may be found here: FY23 Prohibited Expenditures

A separate guide exists for expenditures made during Federal Fiscal Year 2015 through Fiscal Year 2022: FY15-FY22 Prohibited Expenditures

See BJA's JAG FAQs for more information on the approval process. OCJG grant managers will review the application and seek more information for any items that may require BJA pre-approval.

JAG Program - Certifications & Forms

Forms/Certifications Required for All Applicants

Lobbying, Debarment, and Drug Free Workplace

All recipients are required to complete and upload a Lobbying, Debarment, and Drug Free Workplace Certification. A separate certification must be signed for EACH application.

Upload the completed certification below.

Lobbying, Debarment, and Drug Free Workplace Certification.pdf

Does this application equal $100,000 or more?

- ○ Yes
- ◉ No

Subrecipient Management Questionnaire

All recipients are required to complete and upload a Subrecipient Management Questionnaire (SMQ) with their application. This form is used to help evaluate the recipient organization's existing internal controls related to the management of federal grant funds. OCJG will utilize this form as a "risk assessment" to determine the appropriate level of monitoring (desk or onsite) for the award.

Additional supporting documentation may be required, such as a Single Audit Certification. Refer to the checklist on page 6 of the completed SMQ for more information.

Upload the completed SMQ form below.

SMQ_Revised.pdf

Upload additional supporting documentation to accompany your completed SMQ, such as a Single Audit Certification or updated procurement policy.

Single-Audit-Certification_Revised.pdf

Equal Employment Opportunity (EEO)

Civil Rights Training

As a condition of the federal JAG award, OCJG requires all recipients (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our Civil Rights Training for Grantees webpage. At a minimum, the recipient grant manager must complete the training. These certificates do not expire and may be utilized for future awards.

Have you completed the Civil Rights Training for Grantees modules?

- ◉ Yes
- ○ No (a condition will be added to award)

Upload copy of Civil Rights Training for Grantees certificates for the individual designated as Recipient Grant Manager.

Certificate of Completion - Module 1 EB.pdf, Certificate of Completion - Module 1 LJA.pdf, Certificate of Completion - Module 2 EB.pdf, Certificate of Completion - Module 2 LJA.pdf

EEO Certification (EEOC)

All recipients are required to submit an EEO Certification (EEOC) annually.

Upload completed EEO Certification below.

EEO-Certification-Form.pdf

Answer the following questions to determine if your agency is required to submit an EEO Plan (Utilization Report) to DOJ's Office of Civil Rights:

Does your organization have 50 employees or more?

- ◉ Yes
- ○ No

Did your organization receive a single award of $25,000 or more from any U.S. Department of Justice grant program in the last fiscal year?

- ◉ Yes
- ○ No

EEOP REQUIREMENTS

Recipients with 50 employees or more who also receive $25,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), MUST develop a comprehensive EEO Plan that complies with 28 CFR 42.304.

Based on your response, you are required to submit an EEO Utilization Report. Upload a copy of your most recent EEOP (Utilization Report) below.

2023- EEO Utilization Report.pdf

Project Specific Certifications

Ballistic Vests

Recipients proposing the use of grant funds to procure ballistic vests or plate carriers must ensure the vests are American-made, ordered to fit the user, and are compliant with NIJ Ballistic/Stab Standards. In addition, recipients purchasing routine-duty body armor must complete the Ballistic Vests (Mandatory Wear) Certification with their application.

Does this application propose the use of grant funds for ballistic vests?

- ○ Yes (a condition will be added to award)
- ◉ No

Body Worn Cameras

Recipients proposing the use of grant funds to procure body worn camera equipment and supplies must complete the Body Worn Camera Policy Certification with their application.

NOTE: Grant funds will only reimburse for licensing, data storage, and warranties during the project period. If costs extend past the project period, they will be pro-rated from the date of purchase.

Does this application propose the use of grant funds for body cameras?

- ○ Yes (a condition will be added to award)
- ◉ No

Telecommunications and Video Surveillance Services and/or Equipment

Recipients proposing the use of grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a TVS Certification with their application. For more information on this requirement, please review the FAQs and the training posted to OCJG's webpage. Examples of TVS equipment include but are not limited to: cameras/webcams, DVR's, computers/laptops, servers, televisions, monitors, "smart" boards, and radios.

Does this application propose the use of grant funds for telecommunications or video surveillance services and/or equipment?

- ○ Yes (a condition will be added to award)
- ◉ No

Suitability to Work With Minors (SWIM)

Recipients OR subrecipients (at any tier) who plan to use grant funds for activities that involve working with or interacting with minors (individuals under the age of 18), must provide a Suitability to Work and/or Interact with Minors Certification (SWIMC). For more information, review the training session posted on our website and the condition language on OJP's website.

Does this application's project, as described in the scope of work, indicate ANY activities may involve working with, or interacting with, minors?

- ○ Yes (a condition will be added to award)
- ◉ No

Confidential Funds

Recipients proposing the use of grant funds to support confidential fund activities must complete the Confidential Funds Certification with their application. Additionally, recipients must have written policies and procedures to ensure confidential funds are managed in accordance with federal guidelines. Agencies who do not have a written policy may consider formalizing and adopting polices based off of the sample policy provided on our website.

Does this application propose the use of grant funds to support confidential fund activities?

- ○ Yes
- ◉ No

Task Force Activities

Recipients proposing to use funds to support task force personnel, overtime, equipment, or contracted positions must provide a task force personnel roster at the time of application. In addition, the recipient is responsible for ensuring all task force members complete the required BJA Center for Task Force Integrity and Leadership online training courses once every four years. Certificates of completion for each member on the roster must be provided to OCJG at the time of application. If any task force members have not completed the training or have expired certificates, valid certificates must be provided to OCJG within 90 days of award.

Does this application propose the use of grant funds to support task force personnel, overtime, equipment, or contracted positions?

- ○ Yes (a condition will be added to award)
- ◉ No

National Environmental Policy Act (NEPA)

NEPA requirements apply to any federal project (including grants) that might have a significant impact on the quality of the human environment. The following projects require OCJG to obtain approval from BJA's NEPA coordinator:

Projects involving construction, expansion, or renovation of existing facilities. This includes ANY project that involves ground disturbing activities such as the installation of a fence or pole. Site planning documentation such as maps, photos, plans, renderings, etc. will be required.

Projects involving the use of chemicals, such as while processing forensic evidence.

> **These projects will be reviewed by the NEPA coordinator to ensure they are not located within or will potentially affect any of the following: a 100-year flood plain; a wetland; important farmland; a proposed or listed endangered or threatened species; a proposed or listed critical habitat; a property that is listed or eligible for listing on the National Register of Historic Places; an area within an approved State Coastal Zone Management Program; a coastal barrier or a portion of a barrier within the Coastal Barrier Resources System; a river or portion of a river included in or designated for potential addition to the Wild and Scenic Rivers System; a designated or proposed Wilderness Area; a sole source aquifer recharge area designated by the EPA; nearby religious or cultural sites; nearby minority, indigenous, low-income, or other sensitive populations. In addition, the NEPA coordinator will evaluate the impact the project may have on noise pollution, and review recipient protocols for the handling of hazardous waste, solid waste, and uncontrolled air emissions (if applicable to the project).**

If the proposed project is affected, recipients must complete and upload a BJA CATEX Checklist at the time of application. Projects involving "minor renovation or remodeling" are excluded from NEPA requirements, but additional documentation may be required by your OCJG grant manager to reach this determination.

Any expenses incurred prior to NEPA approval are spent "at risk". If BJA denies the request, NEPA-related expenses will not be eligible for reimbursement.

Refer to BJA's NEPA Guidance document for more information.

Does this application propose the use of grant funds for construction, expansion, or renovation projects, or a project involving the use of chemicals (EXCLUDING meth lab operations)?

- ○ Yes (a withholding of funds condition will be added to the award)
- ◉ No

Methamphetamine Laboratory Operations

Recipients with projects relating to clandestine meth lab operations, including their identification, seizure, or closure (i.e. clean-up), must provide copy of their agency's Methamphetamine Mitigation Plan to OCJG. The plan will be submitted to BJA to ensure it complies with NEPA requirements. Any expenses incurred prior to BJA approval are spent "at risk". If BJA denies the request expenses related to meth lab operations will not be eligible for reimbursement.

Does this application propose the use of grant funds for the identification, seizure, or closure (clean up) of a clandestine meth lab?

- ○ Yes (a withholding of funds condition will be added to the award)
- ◉ No

Application Submission Certifications (200.415)

Certification Statement:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences, including, but not limited to

violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Response:

☒ I certify the statement above by submitting this request.

JAG Program - Grant Contact Information

Recipient Grant Manager Contact Information

This individual serves as a primary point-of-contact and is responsible for:

- **ensuring the project is progressing on time and promptly notifying their FDLE grant manager of any delays;**
- **overseeing all programmatic and financial reporting; and**
- **ensuring overall compliance with the grant agreement.**

GM Name (First Last)
Lorie Ayers

GM Title
General Services Director

GM Address 1
412 West Orange Street, Room 201

GM Address 2

GM City
Wauchula

GM State
FL

GM Zip Code+4 (XXXXX-XXXX)
33873

GM Phone Number (XXX-XXX-XXXX)
863-773-6349

GM Email Address
lorie.ayers@hardeecountyfl.gov

Chief Official Contact Information

This individual is the agency head for the eligible recipient.

The eligible recipient for the JAG program is a state agency or unit of local government. Examples of Chief Officials may include: Chairperson, Mayor, Executive Director, Secretary, Commissioner, etc.

CO Name (First Last)
Russell Melendy

CO Title
Chair

CO Address 1
412 West Orange Street, Room 103

CO Address 2

CO City
Wauchula

CO State
FL

CO Zip Code+4 (XXXXX-XXXX)
33873

CO Phone Number (XXX-XXX-XXXX)
863-773-9430

CO Email Address
bcc@hardeecountyfl.gov

Will the Chief Official be designating another individual to execute agreements on their behalf?
- ○ Yes
- ◉ No

Chief Financial Officer (CFO) Contact Information

This individual is responsible for the recipient's accounting system, financial management, and certifying claim reports submitted for payment.

CFO Name (First Last)
Diane Moore

CFO Title
Budget Manager

CFO Address 1
412 West Orange Street, Room 201

CFO Address 2

CFO City
Wauchula

CFO State
FL

CFO Zip Code+4 (XXXXX-XXXX)
33873

CFO Phone Number (XXX-XXX-XXXX)
863-773-3199

CFO Email Address
diane.moore@hardeecountyfl.gov

Additional Grant Contact

Is there an additional grant point-of-contact (POC) you wish to add to the grant file?
- ◉ Yes
- ○ No

POC Name (First Last)
Cindy Granados

POC Title
Grants Specialist

POC Phone Number (XXX-XXX-XXXX)

863-773-6349

POC Email Address

cindy.granados@hardeecountyfl.gov

Budget

Proposed Budget Summary

Expense Budget

		Grant Funded	Total Budgeted
A. Personnel			
	Subtotal	**$0.00**	**$0.00**
B. Fringe Benefits			
	Subtotal	**$0.00**	**$0.00**
C. Travel			
	Subtotal	**$0.00**	**$0.00**
D. Equipment			
	Subtotal	**$0.00**	**$0.00**
E. Supplies			
	Subtotal	**$0.00**	**$0.00**
F. Third-Party Contracts (Contractual Services)			
	Subtotal	**$0.00**	**$0.00**
G. Third-Party Subawards (Contractual Services)			
	Subtotal	**$0.00**	**$0.00**
H. Other Costs			
	Subtotal	**$0.00**	**$0.00**
I. Indirect Costs			
	Subtotal	**$0.00**	**$0.00**
	Total Proposed Cost	**$0.00**	**$0.00**

Revenue Budget

		Grant Funded	Total Budgeted
Grant Funding			
	Award Requested	$28,783.43	$28,783.43
	Subtotal	**$28,783.43**	**$28,783.43**
	Total Proposed Revenue	**$28,783.43**	**$28,783.43**

Proposed Budget Detail

Proposed Budget Narrative

A. Personnel

List EACH position by title. If you are funding multiple of the same position, you can group them by position title (i.e. Business Consultant I). Each line item description MUST detail the calculation used to arrive at the funded amount. EXAMPLE: $40 hour x approx. 500 hours = $20,000.

B. Fringe Benefits

Each line item description MUST identify the type of benefit (i.e. FICA, Retirement, Health Insurance, Life Insurance, etc.) and detail the calculation used to arrive at the funded amount. EXAMPLE: FICA @ 7.65% x $20,000 = $1,530.

C. Travel

Itemize travel expenses of staff personnel (i.e. staff to training, field interviews, advisory group meeting, etc.). Indicate the date and location (if known). Each line item description MUST detail the calculation used to arrive the funded amount. NOTE: training registrations should be in the "Other Costs" category. EXAMPLE: Three members to 3-day crime analyst training December 1-3, 2024 (Location TBD). Travel includes: $400 airfare roundtrip (includes baggage), $150/night x 4 nights lodging, $36/per day meals, $80 per diem for last day of travel, $25/day rental car for local transportation, and $10/day parking.

D. Equipment

List each NON-EXPENDABLE item to be purchased. Typically, these are items over $5,000, or items that are routinely inventoried by your organization. Each line item description MUST contain the calculation (unit price and quantity) used to arrive at the funded amount. EXAMPLE: 3 laptops @ $1,500 each (including associated peripherals such as case, keyboard, docking station, etc.) = $4,500.

E. Supplies

List items by type (office supplies, postage, training materials, copy paper, books, etc.) with short description of what is included in the type. Each line item description MUST detail the calculation used to arrive the funded amount. NOTE: subscriptions, rent, utilities, etc. should be in the "Other Costs" category. EXAMPLE: office supplies (paper, pens, tape, files, sticky notes, etc.) average $50/month x 12 months = $600.

F. Third-Party Contracts (Contractual Services)

List the name of each third-party contractor/consultant. If the vendor is unknown, list the name of the service to be provided. Each line item description MUST detail the calculations used to arrive at the funded amount. EXAMPLE: IT Programmer for the grant system - $85/hour x 2000 hours = $170,000.

G. Third-Party Subawards (Contractual Services)

List each third-party tiered subrecipient. If the vendor is unknown, list the name of the service to be provided. Each line item description MUST detail the calculations used to arrive at the funded amount. EXAMPLE: Individual Counseling Session - $30/session x 1000 sessions = $30,000.

H. Other Costs

List items by type (i.e. rent, utilities, janitorial or security services, maintenance agreements, software subscriptions, training registrations, etc.). Each line item description MUST detail the calculation used to arrive the funded amount and the expected dates of service. EXAMPLE: Renewal of maintenance agreement for XYZ Software. Annual fee of $1,500. Expected dates of service 10/1/2024-9/30/2025.

I. Indirect Costs

Describe the type of indirect costs used (approved rate, negotiated, de minimus, etc.). Each line item description MUST detail the calculations used to arrive at the funded amount. EXAMPLE: Negotiated Rate - 25% of total personnel and benefits costs ($100,000) = $25,000.

AGENDA ITEM NO. 11.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for Bridges

SUGGESTED ACTION:

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $300,000 to restore and improve bridges in Hardee County (County Road 634 Main and Overflow Sweetwater Road over Charlie Creek Bridge and Airport Road Bridge over Max Branch); authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo - IRP Bridge Projects - 2.pdf
23-24_IRP Application_Sweetwater.docx
23-24_IRP Application_Airport Bridge.docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Infrastructure Repair Program (IRP) – Bridge Projects

Date: September 4, 2025

Hardee County Grants Management will be submitting grant application on behalf of the Hardee County Board of County Commissioners (BOCC) to Florida Commerce under the Rebuild Florida 2023 and 2024 Storms Infrastructure Repair Program (IRP). The application will request funding for critical upgrades to three bridges in Hardee County, with the goal of securing support for fiscal year 2025-2026.

The total funds requested is for an amount not to exceed $300,000.00. There is not a cash match requirement.

If awarded these funds, they will be utilized to restore and improve three bridges in Hardee County, including CR-634 Main Sweetwater Road over Charlie Creek Bridge, CR-634 Overflow Sweetwater Road over Charlie Creek Bridge, and Airport Road Bridge over Max Branch.

Staff recommends approval to submit the grant application.

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County BOCC
Official Project Title:	Sweetwater Bridge Main and Sweetwater Overlay Repair
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	**Tapanga Arana**
Title:	**Grants Coordinator**
Mailing street address:	**412 W. Orange Street, Suite 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**Tapanga.arana@hardeecountyfl.gov**

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	**Lorie Ayers**
Title:	**General Services Director**
Mailing street address:	**412 W. Orange Street, Suite 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**Lorie.ayers@hardeecountyfl.gov**

Location of Proposed Project

Street Address:	**Sweetwater Road**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**

Please select which qualifying county this project is located in:

HUD MIDs

☐ Charlotte	☐ Hernando	☐ Polk
☐ Citrus	☐ Highlands	☐ Seminole
☐ Collier	☐ Indian River	☐ St. Lucie
☐ Columbia	☐ Lafayette	☐ Sumter
☐ DeSoto	☐ Lake	☐ Suwannee
☐ Dixie	☐ Leon	☐ Taylor
☐ Duval	☐ Levy	
☐ Hamilton	☐ Madison	

State MIDs

☐ Alachua	☐ Gadsden	☐ Liberty	☐ Putnam
☐ Baker	☐ Gilchrist	☐ Marion	☐ St. Johns
☐Bradford	☐ Glades	☐ Martin	☐ Union
☐ Brevard	☐ Gulf	☐ Nassau	☐ Wakulla
☐ Clay	☒ Hardee	☐ Okeechobee	
☐ Flagler	☐ Hendry	☐ Osceola	
☐ Franklin	☐ Jefferson	☐ Palm Beach	

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☐ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☐ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	$80,000
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	$80,000

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐State Funds

☐Local Match ☐Private Funds

☐Other: _____

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?
☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?
☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?
☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☒ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☒ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☐ Other sources of funding are ***not*** available.

The Census Tract containing the project area, 9704.02, is 15.8% LMI. Hardee county is considered an economically distressed rural county (RAO) and a fiscally constrained county as per FS 218.67(1). The County does not have the ability to finance this project on its own. These fiscal constraints leave grant funding to be the only viable option to correct this inadequacy, and the Infrastructure Repair Program is the only source of funding available at this scale for Hardee County. Flood-related bridge closures isolate residents dependent on the bridge, delaying emergency response and disrupting daily life for residents.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☒ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☐ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☐ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

Sweetwater Bridge and Overlay Damage and Repair Scope

Significant damage was observed at the **Sweetwater Bridge Main** and **Sweetwater Bridge Overlay**, primarily affecting the approaches and subgrade soils.

Jun-25	Sep-25	Engineering and Bidding
Nov-25	Dec-25	Removal of Asphalt and Base above culverts (County)
Dec-25	Jan-26	Culvert Repair (Contractor)
Jan-25	Feb-25	Road reconstruction (County)

1. **Approach Void Filling and Soil Densification**
   - Scope: Stabilization of weak soils and filling of void spaces at **all four bridge approaches** (two per bridge).
   - Method: Injection of a **lightweight, expansive structural two-part geotechnical polymer** to fill voids and improve load-bearing capacity.
   - Injection Plan:
     - Total estimated injection sites: **60**, laid out in a grid pattern
     - Injection depths: **4 ft, 8 ft, 12 ft, and 16 ft** below grade
     - Material per site: Approximately **20 lbs, 25 lbs, 30 lbs, and 35 lbs**, respectively

- Total estimated polymer quantity: **7,616 lbs**
- Monitoring: Continuous structural and ground surface monitoring using a **laser level system** to prevent unintended movement during injection.

Responsible Team: Hardee County will serve as the local project sponsor and manager. Engineering, permitting, and construction services will be provided by licensed firms with experience in FDOT bridge projects. The County will coordinate all stakeholder engagement and compliance with HUD and FloridaCommerce requirements.

Maintenance Plan: Hardee County Public Works will be responsible for long-term upkeep. The shift from timber to concrete will reduce annual maintenance from hundreds of dollars with regular structural replacements.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

***Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.**

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

Overall Objective:
Restore the structural integrity and operational safety of Sweetwater Bridges by addressing surface deterioration, subsurface instability, and structural undermining caused or worsened by Hurricane Milton.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

Despite multiple documented deficiencies and clear structural concerns, FEMA has issued a denial letter for assistance related to the damages at Sweetwater Bridges following Hurricane Milton. These structures have been recognized as an unmet need for an extended period, with the damages exacerbated by recent storm events. The current conditions pose ongoing safety and accessibility concerns, highlighting the urgent need for supplemental funding or alternative resources to complete critical repairs. Without immediate intervention, further degradation is likely, potentially impacting transportation continuity and public safety in the area.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[*Attach*] Map clearly showing Project Location and/or Service Area.

[*Attach*] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?

☐ Yes ☒ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes **[*Upload*]**
- ☐ Public Hearing Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☒ Citizen Complaints from Public Hearing **[*Upload*]**

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**
Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☐ Public Notice Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☒ Citizen Complaints from Public Comments **[*Upload*]**

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. **Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;**
B. **Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;**
C. **Certify that all information submitted in this Application is true and accurate.**

X *SIGN HERE*

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County BOCC
Official Project Title:	Airport Bridge Repair
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	**Tapanga Arana**
Title:	**Grants Coordinator**
Mailing street address:	**412 W. Orange Street, Suite 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**Tapanga.arana@hardeecountyfl.gov**

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	**Lorie Ayers**
Title:	**General Services Director**
Mailing street address:	**412 W. Orange Street, Suite 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**Lorie.ayers@hardeecountyfl.gov**

Location of Proposed Project

Street Address:	**0 Airport Road**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**

Please select which qualifying county this project is located in:

HUD MIDs

☐ Charlotte
☐ Citrus
☐ Collier
☐ Columbia
☐ DeSoto
☐ Dixie
☐ Duval
☐ Hamilton
☐ Hernando
☐ Highlands
☐ Indian River
☐ Lafayette
☐ Lake
☐ Leon
☐ Levy
☐ Madison
☐ Polk
☐ Seminole
☐ St. Lucie
☐ Sumter
☐ Suwannee
☐ Taylor

State MIDs

☐ Alachua
☐ Baker
☐Bradford
☐ Brevard
☐ Clay
☐ Flagler
☐ Franklin
☐ Gadsden
☐ Gilchrist
☐ Glades
☐ Gulf
☒ Hardee
☐ Hendry
☐ Jefferson
☐ Liberty
☐ Marion
☐ Martin
☐ Nassau
☐ Okeechobee
☐ Osceola
☐ Palm Beach
☐ Putnam
☐ St. Johns
☐ Union
☐ Wakulla

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☐ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☐ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	$155,000
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	$155,000

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐State Funds

☐Local Match ☐Private Funds

☐Other: _____

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?
☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?
☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?
☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☒ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☒ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☐ Other sources of funding are ***not*** available.

The Census Tract containing the project area, 9704.02, is 15.8% LMI. Hardee county is considered an economically distressed rural county (RAO) and a fiscally constrained county as per FS 218.67(1). The County does not have the ability to finance this project on its own. These fiscal constraints leave grant funding to be the only viable option to correct this inadequacy, and the Infrastructure Repair Program is the only source of funding available at this scale for Hardee County. Flood-related bridge closures isolate residents dependent on the bridge, delaying emergency response and disrupting daily life for residents.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☒ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☐ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☐ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

Airport Road Damage and Repair Scope
11/01/2025-1/30/2026

1. **Lane 2 Depression and Raveling**
   - Location: Center section of Lane 2
   - Condition: Asphalt depression measuring approximately **5 ft x 4 ft x 1-1/8 in**, accompanied by raveling (asphalt deterioration).
   - Action: Asphalt removal and patching with compaction to grade, ensuring proper drainage and surface integrity.
2. **Approach Roadway and Wingwalls Settlement**
   - Location: Asphalt over the approach roadway and adjacent wingwalls
   - Condition: Settlement over an area approximately **20 ft x 8 ft x 1 in**, with associated cracking extending **up to 8 ft in length and 1/8 in wide**.
   - Action: Milling and repaving of settled area, crack sealing, and evaluation of subsurface support.
3. **Northwest Wingwall Undermining**
   - Location: End of the northwest wingwall
   - Condition: Undermined area measuring **20 in x 12 in** of the mowing strip.

- Action: Excavation, backfill with compacted structural material, and stabilization of adjacent structure.

Responsible Team: Hardee County will serve as the local project sponsor and manager. Engineering, permitting, and construction services will be provided by licensed firms with experience in FDOT bridge projects. The County will coordinate all stakeholder engagement and compliance with HUD and FloridaCommerce requirements.

Maintenance Plan: Hardee County Public Works will be responsible for long-term upkeep. The shift from timber to concrete will reduce annual maintenance from hundreds of dollars with regular structural replacements.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

Overall Objective:
Restore the structural integrity and operational safety of Airport Road by addressing surface deterioration, subsurface instability, and structural undermining caused or worsened by Hurricane Milton.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

Despite multiple documented deficiencies and clear structural concerns, FEMA has issued a denial letter for assistance related to the damages at Airport Road following Hurricane Milton. These structures have been recognized as an unmet need for an extended period, with the damages exacerbated by recent storm events. The current conditions pose ongoing safety and accessibility concerns, highlighting the urgent need for supplemental funding or alternative resources to complete critical repairs. Without immediate intervention, further degradation is likely, potentially impacting transportation continuity and public safety in the area.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[***Attach***] Map clearly showing Project Location and/or Service Area.

[*Attach*] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?

☐ Yes ☐ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes **[*Upload*]**
- ☐ Public Hearing Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☒ Citizen Complaints from Public Hearing **[*Upload*]**

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**

Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☐ Public Notice Certification [*Upload*]
- ☒ Citizen Participation Plan [*Upload*]
- ☐ Citizen Complaint Policy [*Upload*]
- ☒ Citizen Complaints from Public Comments [*Upload*]

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. **Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;**
B. **Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;**
C. **Certify that all information submitted in this Application is true and accurate.**

X SIGN HERE

AGENDA ITEM NO. 11.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for the Hardee County Civic Center
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storm Infrastructure Repair Program (IRP) in an amount not to exceed $3 million to restore and improve the Hardee County Agri-Civic Center; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:
Memo - IRP Civic Center.pdf
IRP Application_Ag-Civic.docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Infrastructure Repair Program (IRP) – Civic Center

Date: September 4, 2025

Hardee County Grants Management will be submitting a grant application on behalf of the Hardee County Board of County Commissioners (BOCC) to Florida Commerce under the Rebuild Florida 2023 and 2024 Storms Infrastructure Repair Program (IRP). The application will request funding for critical upgrades to the Hardee County Civic Center, with the goal of securing support for the fiscal year 2025-2026.

The total funds requested is for an amount not to exceed $3 million. There is not a cash match requirement.

If awarded these funds, they will be utilized to restore and improve the Hardee County Agri-Civic Center.

Staff recommends approval to submit the grant application.

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County Board of County Commissioners
Official Project Title:	Civic/Ag center Rehab
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	**Tapanga Arana**
Title:	**Grants Coordinator**
Mailing street address:	**412 W Orange St., Room 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**(863) 773-6349**
Email Address:	**Tapanga.arana@hardeecountyfl.gov**

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	**Lorie Ayers**
Title:	**General Services Director**
Mailing street address:	**412 West Orange St., Suite 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**(863) 773-6349**
Email Address:	**Lorie.ayers@hardeecountyfl.gov**

Location of Proposed Project

Street Address:	**515 Civic Center Dr.**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**

Please select which qualifying county this project is located in:

HUD MIDs

- ☐ Charlotte
- ☐ Citrus
- ☐ Collier
- ☐ Columbia
- ☐ DeSoto
- ☐ Dixie
- ☐ Duval
- ☐ Hamilton
- ☐ Hernando
- ☐ Highlands
- ☐ Indian River
- ☐ Lafayette
- ☐ Lake
- ☐ Leon
- ☐ Levy
- ☐ Madison
- ☐ Polk
- ☐ Seminole
- ☐ St. Lucie
- ☐ Sumter
- ☐ Suwannee
- ☐ Taylor

State MIDs

- ☐ Alachua
- ☐ Baker
- ☐Bradford
- ☐ Brevard
- ☐ Clay
- ☐ Flagler
- ☐ Franklin
- ☐ Gadsden
- ☐ Gilchrist
- ☐ Glades
- ☐ Gulf
- ☒ Hardee
- ☐ Hendry
- ☐ Jefferson
- ☐ Liberty
- ☐ Marion
- ☐ Martin
- ☐ Nassau
- ☐ Okeechobee
- ☐ Osceola
- ☐ Palm Beach
- ☐ Putnam
- ☐ St. Johns
- ☐ Union
- ☐ Wakulla

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☒ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☒ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	$ 140,000
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	$140,000

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐State Funds

☐Local Match ☐Private Funds

☐Other: _____

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?

☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?

☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?

☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☐ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☐ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☐ Other sources of funding are ***not*** available.

The Agri-civic center serves as the local staging and command center for the national guard, first responders, and power line crews during immediate disaster recovery, On the day to day this building is used for events, education, and training. Mold and rot have been identified in this building. For it to continue to serve as a staging and command center the roof needs to be rehabbed.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☐ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☒ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☒ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

***Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.**

The project purposed is a roof replacement for the Agricultural civic center. The roof to be installed is a standing seam metal roof that is weather resistant. This replacement will increase indoor air quality and community health. The roof replacement will be done by roofers and maintained by the Hardee county board of county commissioners and Hardee county development council. The county will also be responsible for making sure the work will be competed. The amount requested was determined by quotes/estimations we received from the Garland company, INC. This can be located in the inspection document. The anticipated outcome is a new roof and wall restoration.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

The building was heavily damaged during Ian and exasperated during Milton. Due To a lack of funding the county had no way to fix the issues but rather could just maintain. When Hurricane Milton came through the roof was falling in on the national guard who was located here. There is more information on the damages in the attached assessments.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

With Hurricane Milton worsening the conditions of the roof, the building is now accruing mold and rot. With the wall restoration and new roof, the building will last longer and be more energy efficient. The current conditions of the building make it less usable and unsafe place for the community.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[***Attach***] Map clearly showing Project Location and/or Service Area.

[***Attach***] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?

☒ Yes ☐ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes **[*Upload*]**
- ☐ Public Hearing Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☐ Citizen Complaints from Public Hearing **[*Upload*]**

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**
Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☒ Public Notice Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☒ Citizen Complaints from Public Comments **[*Upload*]**

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. **Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;**
B. **Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;**
C. **Certify that all information submitted in this Application is true and accurate.**

X SIGN HERE

AGENDA ITEM NO. 11.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for the Hardee County Health Department

SUGGESTED ACTION:

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $6 million to restore and improve the Hardee County Health Department; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo - IRP HC Health Department.pdf
Healthcenter_IRP Application_Final (AutoRecovered).docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Infrastructure Repair Program (IRP) – Health Department

Date: September 4, 2025

Hardee County Grants Management will be submitting a grant application on behalf of the Hardee County Board of County Commissioners (BOCC) to Florida Commerce under the Rebuild Florida 2023 and 2024 Storms Infrastructure Repair Program (IRP). The application will request funding for critical upgrades to the Hardee County Health Department, with the goal of securing support for fiscal year 2025-2026.

The total funds requested is for an amount not to exceed $6 million. There is not a cash match requirement.

If awarded these funds, they will be utilized to restore and improve the Hardee County Health Department.

Staff recommends approval to submit the grant application.

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County Board of County Commissioners
Official Project Title:	County Public Health Building Rehab
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	**Tapanga Arana**
Title:	**Grants Coordinator**
Mailing street address:	**412 W Orange St., Room 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**(863) 773-6349**
Email Address:	**Tapanga.arana@hardeecountyfl.gov**

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	**Lorie Ayers**
Title:	**General Services Director**
Mailing street address:	**412 West Orange St., Suite 102**
City:	**Wauchula**
State:	**FL**
Zip:	**33873**
Phone Number:	**(863) 773-6349**
Email Address:	**Lorie.ayers@hardeecountyfl.gov**

Location of Proposed Project

Street Address:	**115 K D Revell Road**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**

Please select which qualifying county this project is located in:

HUD MIDs

- ☐ Charlotte
- ☐ Citrus
- ☐ Collier
- ☐ Columbia
- ☐ DeSoto
- ☐ Dixie
- ☐ Duval
- ☐ Hamilton
- ☐ Hernando
- ☐ Highlands
- ☐ Indian River
- ☐ Lafayette
- ☐ Lake
- ☐ Leon
- ☐ Levy
- ☐ Madison
- ☐ Polk
- ☐ Seminole
- ☐ St. Lucie
- ☐ Sumter
- ☐ Suwannee
- ☐ Taylor

State MIDs

- ☐ Alachua
- ☐ Baker
- ☐Bradford
- ☐ Brevard
- ☐ Clay
- ☐ Flagler
- ☐ Franklin
- ☐ Gadsden
- ☐ Gilchrist
- ☐ Glades
- ☐ Gulf
- ☒ Hardee
- ☐ Hendry
- ☐ Jefferson
- ☐ Liberty
- ☐ Marion
- ☐ Martin
- ☐ Nassau
- ☐ Okeechobee
- ☐ Osceola
- ☐ Palm Beach
- ☐ Putnam
- ☐ St. Johns
- ☐ Union
- ☐ Wakulla

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☒ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☒ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	$9,737,696
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	$9,737,696

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐State Funds

☐Local Match ☐Private Funds

☐Other: _____

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?
☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?
☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?
☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☐ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☐ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☐ Other sources of funding are ***not*** available.

The County health building is essential to the community. It holds a clinic that provides vaccines and women's health services, the WIC program and health official offices. During extreme weather events it is an evacuation center for special need residents and a hub for County health officials. The building has failed air quality testing. To be able to use this building it needs a full HVAC renovation and roof rehab.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☐ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☒ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☒ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

***Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.**

The purposed project is a rehab of the public health building. In this rehab there will be upgrades to the LED lighting, the DDC controls, the HVAC, and the roof. More information on the damages and the rehab can be read in the AMERESCO report and the roof management program report. The work will be completed through contractors. The Hardee county Board of commissioners and Hardee County Development council will be responsible for completing and maintaining the work after the project is completed. The amount of money requested for this project is based on quotes from the companies that assessed the damages. The anticipated outcome from this project is a rehabbed HVAC system that will meet air quality.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.

6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

The building was heavily damaged during Ian which lead to all of the damages the Health center has. During Hurricane Ian the building was flooded which lead to the HVAC, roof, and wall issues. Due To a lack of funding the county had no way to fix the issues but rather could just maintain. When Hurricane Milton came through all of these problems were further exasperated. There is more information on the damages in the attached assessments.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

The Proposed activity will address the issues by fixing them. The project will rehab the building to code and enable them to be used as disaster hubs in the future. In their current state the building does not met code and will only continue to fail if action is not taken.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[***Attach***] Map clearly showing Project Location and/or Service Area.

[***Attach***] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?

☐ Yes ☒ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes [*Upload*]
- ☐ Public Hearing Certification [*Upload*]
- ☒ Citizen Participation Plan [*Upload*]
- ☐ Citizen Complaint Policy [*Upload*]
- ☐ Citizen Complaints from Public Hearing [*Upload*]

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**
Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☒ Public Notice Certification [*Upload*]
- ☒ Citizen Participation Plan [*Upload*]
- ☐ Citizen Complaint Policy [*Upload*]
- ☒ Citizen Complaints from Public Comments [*Upload*]

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. **Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;**
B. **Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;**
C. **Certify that all information submitted in this Application is true and accurate.**

X *SIGN HERE*

AGENDA ITEM NO. 11.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Florida Commerce Storm Infrastructure Repair Program (IRP) Grant Application for Three Bridges

SUGGESTED ACTION:

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $10,410,392 to restore and improve three bridges in Hardee County (Hendry Bridge, Dansby Road Bridge and Fish Branch Road Bridge); authorizing the County Manager or Chair to execute any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo - IRP Bridge Projects - 1.pdf
Hendry Bridge Application.docx
Dansby Road Bridge Application.docx
Fish Branch Application.docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Infrastructure Repair Program (IRP) – Bridge Projects

Date: September 4, 2025

Hardee County Grants Management will be submitting a grant application on behalf of the Hardee County Board of County Commissioners (BOCC) to Florida Commerce under the Rebuild Florida 2023 and 2024 Storms Infrastructure Repair Program (IRP). The application will request funding for critical upgrades to three bridges in Hardee County, with the goal of securing support for fiscal year 2025-2026.

The total funds requested is for an amount not to exceed $10,410,392. There is not a cash match requirement.

If awarded these funds, they will be utilized to restore and improve three bridges in Hardee County, including Hendry Bridge, Dansby Road Bridge, and Fish Branch Road Bridge.

Staff recommends approval to submit the grant application.

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County
Official Project Title:	Hendry Road over Hum Swamp Branch Bridge Replacement
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	**Tapanga Arana**
Title:	**Grants Coordinator**
Mailing street address:	**412 W. Orange Street, Suite 201**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**tapanga.arana@hardeecountyfl.gov**

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	**Lorie Ayers**
Title:	**General Services Manager**
Mailing street address:	**412 W. Orange Street, Suite 201**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**Lorie.ayers@hardeecountyfl.gov**

Location of Proposed Project

Street Address:	**Hendry Road**
City:	**Bowling Green**
State:	**Florida**
Zip:	**33834**

Please select which qualifying county this project is located in:

HUD MIDs

☐ Charlotte
☐ Citrus
☐ Collier
☐ Columbia
☐ DeSoto
☐ Dixie
☐ Duval
☐ Hamilton
☐ Hernando
☐ Highlands
☐ Indian River
☐ Lafayette
☐ Lake
☐ Leon
☐ Levy
☐ Madison
☐ Polk
☐ Seminole
☐ St. Lucie
☐ Sumter
☐ Suwannee
☐ Taylor

State MIDs

☐ Alachua
☐ Baker
☐Bradford
☐ Brevard
☐ Clay
☐ Flagler
☐ Franklin
☐ Gadsden
☐ Gilchrist
☐ Glades
☐ Gulf
☒ Hardee
☐ Hendry
☐ Jefferson
☐ Liberty
☐ Marion
☐ Martin
☐ Nassau
☐ Okeechobee
☐ Osceola
☐ Palm Beach
☐ Putnam
☐ St. Johns
☐ Union
☐ Wakulla

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☒ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☒ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	$3,825,813.26
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	**$3,825,813.26**

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐State Funds

☐Local Match ☐Private Funds

☐Other: _____

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?
☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?
☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?
☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☒ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☒ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☒ Other sources of funding are ***not*** available.

The Census Tract which contains the project area, 9702.02, is 39.6% LMI. Hardee county is considered an economically distressed rural county (RAO) and a fiscally constrained county as per FS 218.67(1). The County does not have the ability to finance this project on its own. These fiscal constraints leave grant funding to be the only viable option to correct this inadequacy. The Infrastructure Repair Program is the only source of funding available at this scale for Hardee County. Flood-related bridge closures have repeatedly isolated residents dependent on the bridge, disrupting paths to an evacuation route, delaying emergency response time, and disrupting the daily life of residents.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☒ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☐ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☐ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

Project Description

The proposed project is the replacement of the Hendry Road Bridge over Gum Swamp Branch in Hardee County, Florida. The existing bridge is a 42.8-foot-long, 16.2-foot-wide timber structure with four spans and a dirt roadway approach. The bridge has limited load capacity, a narrow width, and frequent maintenance needs.

The project will replace the timber bridge with a 100-foot-long, two-lane reinforced concrete bridge that includes an increased elevation of three feet, approach slabs, asphalt roadway tie-ins, and slope protection. The new structure will meet FDOT rural roadway design standards, with 12-foot travel lanes, 8-foot shoulders, and railings for improved safety.

Work Scope:

- Professional services (design, permitting, construction engineering inspection).
- Demolition and removal of the existing bridge.
- Construction of the new concrete bridge with an increased elevation of three feet (approx. 4,266 SF).
- Installation of approach slabs (63.2 CY) and roadway connections (0.057 miles).

- Placement of riprap and bedding stone slope protection for erosion control.

Responsible Team: Hardee County will act as project sponsor. The County will contract with licensed engineering and construction firms with bridge experience in Florida. Oversight will be provided by Hardee County Public Works in coordination with FDOT and HUD requirements.

Methodology for Funding Request: Cost estimates are based on FDOT Structures Design Guidelines and prepared by a bridge engineer. The total project budget is $3,526,971.74.

Anticipated Outcomes:

- Replacement of an aging, vulnerable timber structure with a resilient concrete bridge.
- Improved safety and reliability for residents, school buses, and agricultural traffic.
- Reduced risk of closure from flooding and storm events.
- Significant reduction in maintenance burden for the county.
- Safer pedestrian travel environment.

Maintenance Plan: The new bridge will require minimal annual maintenance compared to the current bridge. The existing maintenance expense averages $550 per year; after replacement; this will drop to approximately $100 per year. In addition, in a no-build scenario various components of the bridge will require replacement. This project minimizes maintenance burden and will result in a total maintenance cost savings of $78,586.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

***Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.**

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

The Hendry Bridge has a long history of vulnerability to flooding and storm damage. Like other timber structures in Hardee County, the bridge was impacted by Hurricane Ian (2022) and historically by Hurricanes Charley (2004) and Irma (2017). During these events, floodwaters overtopped the approaches, cutting off pathways to the evacuation route, and forcing detours of 3 miles or more. The hurricanes in 2023 and 2024 exacerbated these impacts, accelerating the decay of the bridge and further highlighting the urgency to replace these bridges with a more resilient concrete structure to mitigate hurricane impacts.

Structural deficiencies include deterioration of timber components, reduced load-bearing capacity, and erosion at abutments. Without replacement, the bridge faces closure within the next 20–25 years, disrupting access for the surrounding community.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

The Hendry Bridge was constructed in 1985, is functionally obsolete, and structurally deficient due to age and material type. With a narrow 16.2-foot deck and dirt approaches, it cannot safely accommodate two-way traffic, heavy vehicles, or emergency responders. The nearby residents are dependent on this bridge not only for daily traffic, but also for connectivity to their emergency evacuation route.
In the event of a hurricane and bridge closure, detour routes add over 3 miles per trip, imposing added travel costs, longer emergency response times, and inefficiencies for agricultural haulers that depend on rural connectivity. The replacement project addresses this unmet need by delivering a resilient, two-lane structure capable of serving the community for the next 75 years.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[***Attach***] Map clearly showing Project Location and/or Service Area.

[***Attach***] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?
☐ Yes ☒ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes [*Upload*]
- ☐ Public Hearing Certification [*Upload*]
- ☒ Citizen Participation Plan [*Upload*]
- ☐ Citizen Complaint Policy [*Upload*]
- ☒ Citizen Complaints from Public Hearing [*Upload*]

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**
Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☒ Public Notice Certification [*Upload*]
- ☐ Citizen Participation Plan [*Upload*]
- ☐ Citizen Complaint Policy [*Upload*]
- ☒ Citizen Complaints from Public Comments [*Upload*]

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. **Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;**
B. **Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;**
C. **Certify that all information submitted in this Application is true and accurate.**

X SIGN HERE

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County
Official Project Title:	Dansby Road Over Troublesome Creek – Bridge Replacement
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	**Tapanga Arana**
Title:	**Grants Coordinator**
Mailing street address:	**412 W. Orange Street, Suite 201**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**tapanga.arana@hardeecountyfl.gov**

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	**Lorie Ayers**
Title:	**General Services Manager**
Mailing street address:	**412 W. Orange Street, Suite 201**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**Lorie.ayers@hardeecountyfl.gov**

Location of Proposed Project

Street Address:	**27.489643 , -81.864282**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**

Please select which qualifying county this project is located in:

HUD MIDs

☐ Charlotte	☐ Hernando	☐ Polk
☐ Citrus	☐ Highlands	☐ Seminole
☐ Collier	☐ Indian River	☐ St. Lucie
☐ Columbia	☐ Lafayette	☐ Sumter
☐ DeSoto	☐ Lake	☐ Suwannee
☐ Dixie	☐ Leon	☐ Taylor
☐ Duval	☐ Levy	
☐ Hamilton	☐ Madison	

State MIDs

☐ Alachua	☐ Gadsden	☐ Liberty	☐ Putnam
☐ Baker	☐ Gilchrist	☐ Marion	☐ St. Johns
☐Bradford	☐ Glades	☐ Martin	☐ Union
☐ Brevard	☐ Gulf	☐ Nassau	☐ Wakulla
☐ Clay	☒ Hardee	☐ Okeechobee	
☐ Flagler	☐ Hendry	☐ Osceola	
☐ Franklin	☐ Jefferson	☐ Palm Beach	

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☒ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☒ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	$ 3,825,813.26
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	**$ 3,825,813.26**

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐Local Match

☐State Funds ☐Other: _____

☐Private Funds

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?
☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?
☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?
☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☒ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☒ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☒ Other sources of funding are ***not*** available.

The Census Tract containing the project area, 9704.02, is 15.8% LMI. Hardee county is considered an economically distressed rural county (RAO) and a fiscally constrained county as per FS 218.67(1). The County does not have the ability to finance this project on its own. These fiscal constraints leave grant funding to be the only viable option to correct this inadequacy, and the Infrastructure Repair Program is the only source of funding available at this scale for Hardee County. Flood-related bridge closures isolate residents dependent on the bridge, delaying emergency response and disrupting daily life for residents.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☒ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☐ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☐ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

***Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.**

The proposed project consists of the full replacement of the Dansby Road Bridge (Bridge No. 064035) over Troublesome Creek in Hardee County, Florida. The existing bridge is a 68-foot long, 16.2-foot wide, single-lane wooden structure constructed decades ago. It has reached the end of its useful life and no longer meets current safety or performance standards. The bridge is highly vulnerable to flooding, regularly overtopped during storm events, and represents a significant public safety risk for the local community. Additionally, the bridge serves as a vital connector to an FDEM emergency evacuation route. Ensuring the operability and safety of this bridge is critical to the disaster preparedness of the community.

The proposed replacement will be a 110-foot long, 42.66-foot wide, two-lane reinforced concrete bridge with approach slabs, slope protection, and tie-ins to the existing roadway. The design incorporates a profile increase of 3 feet above the existing structure to account for hydraulic requirements and to withstand a 200-year flood event, as recommended by the BCA study attached.

How the Work Will Be Completed:

- Demolition of the existing wooden bridge.
- Construction of a new concrete bridge with two lanes, shoulders, and railings consistent with FDOT design standards.
- Approach Roadway Improvements to ensure smooth transition to the bridge.
- Slope Protection through riprap and bedding stones to reduce erosion risk.
- Professional Services including design, engineering, permitting, and construction inspection.

Responsible Team: Hardee County will serve as the local project sponsor and manager. Engineering, permitting, and construction services will be provided by licensed firms with experience in FDOT bridge projects. The County will coordinate all stakeholder engagement and compliance with HUD and FloridaCommerce requirements.

Methodology for Funding Request: Cost estimates are based on FDOT Structures Design Guidelines and reviewed by an experienced bridge engineer. The total project budget for Dansby Bridge is $3.825 million in 2026 adjusted construction dollars, including mobilization, professional services, and contingency.

Anticipated Outcomes:
- Replacement of a failing single-lane bridge with a modern, two-lane concrete structure.
- Reduced closures due to flooding and storm damage.
- Improved access for rural residents, emergency vehicles, agricultural traffic, and school buses.
- A resilient connection to an emergency evacuation route.
- Travel time savings, vehicle operating cost savings, and reduced vehicle emissions by eliminating detour trips.
- Long-term maintenance savings due to concrete construction.

Maintenance Plan: Hardee County Public Works will be responsible for long-term upkeep. The shift from timber to concrete will reduce annual maintenance from hundreds of dollars with regular structural replacements to approximately $100 per year in routine costs, resulting in a total savings of $33,150 throughout the life of the bridge.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

The Dansby Bridge has experienced repeated impacts from hurricanes and flooding events. During Hurricane Ian in 2022, the bridge was overtopped and closed for two days, cutting off access to surrounding rural areas. Similar closures occurred during Hurricane Charley (2004) and Hurricane Irma (2017). These repeated closures and damages reveal a need for a more resilient and elevated structure to mitigate further risks posed to the community. Historically, each flood event damaged bridge abutments and caused erosion, requiring costly repairs. The next hurricanes in 2023 and 2024 amplified these damages, creating an urgency to replace this bridge with a more resilient structure.

Without intervention, the bridge will be structurally unsound and permanently closed in the future due to its deteriorating wooden foundation. This will eliminate an efficient route to an evacuation

route and leave many residents with a greatly reduced level of access to transportation infrastructure. The repeated overtopping events, combined with it's age at 55 years old and structural conditions, underscore the urgent need for replacement.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

The current bridge fails to provide reliable transportation for Hardee County residents. Its single-lane timber design restricts safe passage, especially for emergency vehicles, and its location in a flood-prone area results in regular closures.

When the bridge is closed as a result of a hurricane, the community is forced to use a three-mile detour, increasing travel time, fuel consumption, and vehicle emissions. These detours extend the distance needed to be traveled to an evacuation route and disproportionately affect rural residents, agricultural producers, and school transportation, all of whom rely on timely and dependable access.

The County's limited budget and fiscally constrained status prevent it from financing the replacement on its own. Other funding sources are unavailable at the scale required. The IRP allocation is therefore essential to address this critical unmet infrastructure need.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[***Attach***] Map clearly showing Project Location and/or Service Area.

[***Attach***] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?

☐ Yes ☒ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

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Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes **[*Upload*]**
- ☐ Public Hearing Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☒ Citizen Complaints from Public Hearing **[*Upload*]**

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**
Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☒ Public Notice Certification **[*Upload*]**
- ☐ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☒ Citizen Complaints from Public Comments **[*Upload*]**

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. **Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;**
B. **Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;**
C. **Certify that all information submitted in this Application is true and accurate.**

X *SIGN HERE*

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County
Official Project Title:	Fish Branch Road Bridge Replacement
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	**Tapanga Arana**
Title:	**Grants Coordinator**
Mailing street address:	**412 W. Orange Street, Suite 201**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**tapanga.arana@hardeecountyfl.gov**

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	**Lorie Ayers**
Title:	**General Services Manager**
Mailing street address:	**412 W. Orange Street, Suite 201**
City:	**Wauchula**
State:	**Florida**
Zip:	**33873**
Phone Number:	**863-773-6349**
Email Address:	**Lorie.ayers@hardeecountyfl.gov**

Location of Proposed Project

Street Address:	**27.357096, -81.727760**
City:	**Zolfo Springs**
State:	**Florida**
Zip:	**33890**

Please select which qualifying county this project is located in:

HUD MIDs

- ☐ Charlotte
- ☐ Citrus
- ☐ Collier
- ☐ Columbia
- ☐ DeSoto
- ☐ Dixie
- ☐ Duval
- ☐ Hamilton
- ☐ Hernando
- ☐ Highlands
- ☐ Indian River
- ☐ Lafayette
- ☐ Lake
- ☐ Leon
- ☐ Levy
- ☐ Madison
- ☐ Polk
- ☐ Seminole
- ☐ St. Lucie
- ☐ Sumter
- ☐ Suwannee
- ☐ Taylor

State MIDs

- ☐ Alachua
- ☐ Baker
- ☐Bradford
- ☐ Brevard
- ☐ Clay
- ☐ Flagler
- ☐ Franklin
- ☐ Gadsden
- ☐ Gilchrist
- ☐ Glades
- ☐ Gulf
- ☒ Hardee
- ☐ Hendry
- ☐ Jefferson
- ☐ Liberty
- ☐ Marion
- ☐ Martin
- ☐ Nassau
- ☐ Okeechobee
- ☐ Osceola
- ☐ Palm Beach
- ☐ Putnam
- ☐ St. Johns
- ☐ Union
- ☐ Wakulla

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☒ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☒ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	$3,578,123.55
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	**$ 3,578,123.55**

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐State Funds

☐Local Match ☐Private Funds

☐Other: _____

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?
☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?
☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?
☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☒ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☒ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☒ Other sources of funding are ***not*** available.

The Census Tract containing the project area, 9701.02, is 33.2% LMI. Hardee county is an economically distressed rural county (RAO) and a fiscally constrained county as per FS 218.67(1). The County does not have the ability to finance this project on its own. These fiscal constraints leave grant funding to be the only viable option to correct this inadequacy, and the Infrastructure Repair Program is the only source of funding available at this scale for Hardee County. Flood-related bridge closures isolate residents dependent on the bridge, delaying emergency response, cutting off a nearby pathway to an emergency evacuation route, and disrupting daily life for residents.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☒ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☐ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☐ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

***Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.**

The proposed project consists of the replacement of the Fish Branch Road Bridge (Bridge No. 064004) over Gum Swamp Creek in Hardee County, Florida. The existing bridge is a 61-foot long, 16-foot wide, single-lane wooden bridge that has aged beyond its intended service life. The bridge is vulnerable to flooding, with recent closures following Hurricane Ian in 2022, when the bridge was impassable for two days.
The proposed replacement will be a 100-foot long, 42.66-foot wide, two-lane reinforced concrete bridge with approach slabs, asphalt roadway connections, and slope protection. The new structure will be elevated three feet above the existing bridge profile to withstand future storm events and reduce the risk of overtopping.

How the Work Will Be Completed:

• Mobilization, engineering, permitting, and construction inspection
• Completion of bridge design.
• Demolition of the existing timber structure.
• Construction of a new elevated two-lane concrete bridge with shoulders and railings to FDOT standards.

• Installation of approach slabs and slope protection with riprap and bedding stone.

Responsible Team: Hardee County will act as project sponsor. The County will contract with licensed engineering and construction firms with bridge experience in Florida. Oversight will be provided by Hardee County Public Works in coordination with FDOT and HUD requirements.

Methodology for Funding Request: Cost estimates are based on FDOT Structures Design Guidelines and prepared by a bridge engineer. The total project budget is $3.57 million adjusted for 2026 construction dollars.

Anticipated Outcomes:
• Replacement of an outdated, flood-prone timber bridge with a modern, resilient concrete bridge.
• Reduction in detour mileage (8.7 miles per trip when closed).
• Long-term travel time savings, reduced vehicle operating costs, and lower emissions for residents.
• Safer pedestrian travel routes with new shoulders and railings.
• Lower maintenance burden for Hardee County.
• Reduction in operation and maintenance costs for Hardee County.
• Enhanced pedestrian travel opportunity and safety.

Maintenance Plan: The new structure will require minimal annual maintenance compared to the current bridge. Existing maintenance averages nearly $957 per year; with replacement, this will drop by about 50%, resulting in a maintenance cost savings of $34,529.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

The Fish Branch Bridge has sustained repeated flood-related damage over the years, most recently during Hurricane Ian in 2022, when it was closed for 2 days. The bridge is vulnerable to overtopping during high-water events, which erodes the abutments and accelerates deterioration. These impacts were exacerbated by the hurricanes in 2023 and 2024, accelerating deterioration even further. Without replacement, the bridge is expected to be structurally unserviceable and permanently closed in the future, further reducing the residents' access to the evacuation route and lowering their level of access to critical transportation infrastructure.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

The existing bridge is critical for rural residents and agricultural producers in Hardee County, yet its single-lane timber design constructed in 1984 is unsafe and unreliable. Flood-related closures force drivers onto an 8.7-mile detour, costing additional time and fuel and delaying emergency services.

The state of the bridge also causes a major need in the County to go unmet. Emergency services are often unable to service the residents on the other side of the bridge in a timely manner due to it's

structural inability to carry emergency vehicles. Additionally, the bridge acts as a critical connector to the emergency evacuation route, allowing nearby residents to efficiently access the route.

Hardee County does not have the financial resources to undertake a $3M+ bridge replacement independently. Other funding sources are limited or unavailable, leaving this IRP application as the only viable pathway to address this unmet critical infrastructure need.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[***Attach***] Map clearly showing Project Location and/or Service Area.

[***Attach***] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?

☐ Yes ☒ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes [*Upload*]
- ☐ Public Hearing Certification [*Upload*]
- ☒ Citizen Participation Plan [*Upload*]
- ☐ Citizen Complaint Policy [*Upload*]
- ☒ Citizen Complaints from Public Hearing [*Upload*]

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**
Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☐ Public Notice Certification [*Upload*]
- ☒ Citizen Participation Plan [*Upload*]
- ☐ Citizen Complaint Policy [*Upload*]
- ☒ Citizen Complaints from Public Comments [*Upload*]

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. **Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;**
B. **Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;**
C. **Certify that all information submitted in this Application is true and accurate.**

X SIGN HERE

AGENDA ITEM NO. 11.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Florida Commerce Storms Infrastructure Repair Program (IRP) Grant Application for Waterway Debris in Hardee County

SUGGESTED ACTION:

- Motion to approve the submission and acceptance of the Florida Commerce Rebuild Florida Storms Infrastructure Repair Program (IRP) grant application in an amount not to exceed $1,900,000 for the removal of waterway debris in Hardee County; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo - IRP Waterway Debris Removal.pdf
23-24_IRP Application_Waterway Debris.docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Infrastructure Repair Program (IRP) – Waterway Debris

Date: September 4, 2025

Hardee County Grants Management will be submitting a grant application on behalf of the Hardee County Board of County Commissioners (BOCC) to Florida Commerce under the Rebuild Florida 2023 and 2024 Storms Infrastructure Repair Program (IRP). The application will request funding for the removal of waterway debris in Hardee County, with the goal of securing support for fiscal year 2025-2026.

The total funds requested is for an amount not to exceed $1,900,000.00. There is not a cash match requirement.

If awarded these funds, they will be utilized for the removal of waterway debris in Hardee County.

Staff recommends approval to submit the grant application.

REBUILD FLORIDA
INFRASTRUCTURE REPAIR PROGRAM (IRP)
APPLICATION

GENERAL INFORMATION

Local Government Applicant Name:	Hardee County BOCC
Official Project Title:	Waterway Debris Removal
Unique Entity Identifier (UEI):	Q11TSMH2P7X6
Federal Employer Identification Number (FEIN):	596000632

Application Preparer: (This is the city/town/county employee that FloridaCommerce will contact regarding any question within your submitted application.)

First and Last Name:	Tapanga Arana
Title:	Grants Coordinator
Mailing street address:	412 W. Orange Street, Suite 102
City:	Wauchula
State:	FL
Zip:	33873
Phone Number:	863-773-6349
Email Address:	Tapanga.arana@hardeecountyfl.gov

Local project manager/lead contact: (This is the person who will lead the project locally.)

First and Last Name:	Lorie Ayers
Title:	General Services Director
Mailing street address:	412 W. Orange Street, Suite 102
City:	Wauchula
State:	FL
Zip:	33873
Phone Number:	863-773-6349
Email Address:	Lorie.ayers@hardeecountyfl.gov

Location of Proposed Project

Street Address:	Peace River
City:	Wauchula
State:	FL
Zip:	33873

Please select which qualifying county this project is located in:

HUD MIDs

☐ Charlotte	☐ Hernando	☐ Polk
☐ Citrus	☐ Highlands	☐ Seminole
☐ Collier	☐ Indian River	☐ St. Lucie
☐ Columbia	☐ Lafayette	☐ Sumter
☐ DeSoto	☐ Lake	☐ Suwannee
☐ Dixie	☐ Leon	☐ Taylor
☐ Duval	☐ Levy	
☐ Hamilton	☐ Madison	

State MIDs

☐ Alachua	☐ Gadsden	☐ Liberty	☐ Putnam
☐ Baker	☐ Gilchrist	☐ Marion	☐ St. Johns
☐Bradford	☐ Glades	☐ Martin	☐ Union
☐ Brevard	☐ Gulf	☐ Nassau	☐ Wakulla
☐ Clay	☒ Hardee	☐ Okeechobee	
☐ Flagler	☐ Hendry	☐ Osceola	
☐ Franklin	☐ Jefferson	☐ Palm Beach	

Does the proposed project exist within a fiscally constrained county (per S. 218.67(1) F.S.)?

☒Yes ☐No

If "Yes," please select which fiscally constrained county:

☐ Baker (State)	☐ Gulf (State)	☐ Madison (HUD)
☐ Bradford (State)	☐ Hamilton (HUD)	☐ Okeechobee (State)
☐Columbia (HUD)	☒ Hardee (State)	☐ Putnam (State)
☐ DeSoto (HUD)	☐ Hendry (State)	☐ Suwannee (HUD)
☐ Dixie (HUD)	☐ Highlands (HUD)	☐ Taylor (HUD)
☐ Franklin (State)	☐ Jefferson (State)	☐ Union (State)
☐ Gadsden (State)	☐ Lafayette (HUD)	☐ Wakulla (State)
☐ Gilchrist (State)	☐ Levy (HUD)	
☐ Glades (State)	☐ Liberty (State)	

Please select the number of FEMA IA Categories A-G (to include IA/PA) Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Please select the number of FEMA PA Declarations your community received for storms occurring within the applicable 2023-2024 allocation period:

☒ One (1) ☐ Two (2) ☐Three (3) ☐ Four (4) ☐ Five (5)

Does the project applicant qualify as a Rural Development Initiative (REDI) Eligible County and/or Community (per S. 288.0656(6)(b) F.S.)?

☒Yes ☐No

If "Yes," please select the applicable REDI designation(s):

☐ Northwest Rural Areas of Opportunity (NW RAO)

☒ South Central Rural Areas of Opportunity (SC RAO)

☐North Central Rural Areas of Opportunity (NC RAO)

☐ Economically Distressed Rural Counties (EDRC)

☐ Designated Rural Communities Located in an Urban County (DRCLUC)

Does the project applicant qualify as an Area of State Critical Concern (ASCC) Eligible County and/or Community (per S. 380.05 F.S.)?

☐Yes ☒No

If "Yes," please select the applicable ASCC designation(s):

☐ Big Cypress Area (Collier)

☐ Green Swamp Area (Polk and Lake)

☐ Apalachicola Bay Area (Franklin)

☐ Brevard Barrier Island Area (Brevard and Indian River)

FUNDING REQUEST

Type of Funding Sought:

☒ Infrastructure Activities (Storm Tie-Back)

☐ Mitigation Activities (No Storm Tie-Back)

☐ Infrastructure Activities with Mitigation Measures (Storm Tie-Back with Hardening and Resiliency)

If the Infrastructure funding sought incorporates mitigation measures, can the infrastructure project be completed without additional funding for the mitigation measures?

☐ Yes ☐ No ☐ N/A

Total Infrastructure Funds Requested (Storm Tie-Back)	1,900,000
Total Mitigation Funds Requested (No Storm Tie-Back)	
Other Funding/Local Leverage (Attributed to the project)	
Total Project Budget (100% - Requested and Leverage)	

If Other Funding has been secured, select the source of the leveraged funds (select all that apply).

☐FEMA (non-HMGP) ☐State Funds

☐Local Match ☐Private Funds

☐Other: _____

[***Attach***] supporting documentation for source of leveraged funds.

Is the local government covered by the National Flood Insurance Program (NFIP)?
☒Yes ☐No

If you do not participate in the NFIP, will you participate in the program prior to the announcement of the Intent to Award?
☐Yes ☐No

NATIONAL OBJECTIVE

How was the LMI data obtained for this project?
☒Census Block Data (*preferred*) ☐Survey Data (*Responses and Worksheet* ***MUST BE PROVIDED***)

If your project LMI is below 51% Low-Moderate Income Data (LMID) for the Area of Benefit (*based on 2016-2020 ACS*), please select the applicable criteria to qualify your project under the "Urgent Need" National Objective and provide a written justification on how this project qualifies to participate in the IRP.

☒ The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
☒ The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months).
☒ The grantee is unable to finance the activity on its own.
☐ Other sources of funding are ***not*** available.

1,500 words or less.

ELIGIBLE ACTIVITIES

Please select which CDBG-DR eligible Infrastructure activity that best describes your proposed program or project:

☒ Restoration or improvements of Infrastructure damaged by a qualifying 2023 and/or 2024 storm (such as water and sewer facilities, streets, removal of debris, bridges, etc.).

☐ Demolition and rehabilitation of publicly- or privately-owned commercial or industrial buildings.

☐ Renourishment of protective coastal dunes systems and state beaches.

☒ Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitute an urgent need (this may include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties, including properties serving as emergency shelters).

☐ Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

☐ Natural or green infrastructure.

☐ Communications infrastructure.

☐ Acquisition with or without relocation assistance.

☐ Other: _____

Please select which CDBG-DR eligible Mitigation activity that best describes your proposed program or project:

☐ Development of mitigation standards, regulations, policies, and programs.

☐ Adherence to FEMA code+, statewide building code, and floodplain management regulations.

☐ Dam safety programs, seawalls, and levee systems; enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event, after obtaining pre-approval from HUD and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam.

☐ Acquisition of flood prone and environmentally sensitive lands.

☐ Retrofitting/hardening/elevating structures and critical facilities.

☐ Relocation of structures, infrastructure, and facilities out of vulnerable areas; permanent relocation of public facilities located in high-risk areas, appropriate relocation assistance and rebuilding in low-risk areas within the neighborhood or areas of opportunity.

☐ Public awareness/education campaigns.

☐ Improvement of warning and evacuation systems.

☐ Other: _____

PROJECT DESCRIPTION

If you are seeking funding only through an eligible Infrastructure Activity (Storm Tie-Back), write an overview/summary of the infrastructure project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

FEMA Category A covers **debris removal** when:

- It is a **direct result of the declared disaster**.
- The debris is located on **public property** or is determined to pose an immediate threat to public health and safety or economic recovery.
- The debris removal is **in the public interest** and not for the benefit of a private entity.

Hardee County is requesting funding for:

- **Vegetative debris removal** from the **Peace River waterway system**
- Estimated Cost: **$1,900,000**
- Using **contract resources**
- Justification: Debris was deposited by **Hurricane Milton**

Considerations:

- **Waterway debris** may be eligible if it impedes navigation, poses a threat to public health/safety, or increases flood risk.
- FEMA may require:
  - Documentation showing the debris resulted **directly from the hurricane**
  - Evidence that removal is in the **public interest** (e.g., flood risk mitigation, ecological damage prevention, or navigation safety)
  - Compliance with **environmental/historical preservation laws** (e.g., NEPA, ESA)

In compliance with **2 CFR Part 200**, Hardee County will utilize a competitive bidding process to procure a qualified debris removal contractor.

Following completion of debris removal operations, Hardee County will implement a routine maintenance plan for the Peace River area to prevent future obstructions and improve resilience against future disasters.

The purpose of this project is to remove vegetative debris deposited by Hurricane Milton in the Peace River waterway system within Hardee County. The storm caused widespread accumulation of tree limbs, organic matter, and related debris.

If you are seeking funding only through an eligible Mitigation Activity (No Storm Tie-Back), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

If you are seeking funding only through an eligible Infrastructure project with Mitigation Measures (Storm Tie-Back and Hardening and Resiliency), write an overview/summary of the mitigation project being proposed.

Please include the following:

1. Project purposed.
2. How the work will be completed.
3. The team responsible for completing the work.
4. Method(s) used to determine funding requested.
5. Anticipated outcomes.
6. How the project will be maintained after it is completed.

*Please note if property acquisition is required and if the applicant possesses the necessary jurisdiction/site control to complete the project activities.

N/A

DAMAGE SUMMARY

Write an overview/summary of infrastructure damaged by a qualifying 2023 and/or 2024 storm, specific to this project.

Hurricane Milton produced strong winds, tornadoes, torrential rain, and tidal surge, resulting in a Presidential Disaster Declaration, DR-4834-FL, with an incident period from October 05, 2024, through November 02, 2024. The declaration, as amended, authorized Category A Public Assistance (PA) in 35 counties, including Hardee County.
During the incident period, Hurricane Milton deposited debris throughout the jurisdiction which required removal, including from waterways. Applicants seek funding to conduct vegetative debris removal operations at the Peace River waterway system using contract resources at an estimated cost of $1,900,000.00.

UNMET NEED

Describe how the proposed activity will address an Unmet Need tied to the impact of damage from the disaster (Note: All CDBG-DR activities must clearly address an impact of the disaster).

Despite multiple documented deficiencies and clear structural concerns, FEMA has issued a denial letter for assistance related to the damages at Sweetwater Bridges and Airport Road following Hurricane Milton. These structures have been recognized as an unmet need for an extended period, with the damages exacerbated by recent storm events. The current conditions pose ongoing safety and accessibility concerns, highlighting the urgent need for supplemental funding or alternative resources to complete critical repairs. Without immediate intervention, further degradation is likely, potentially impacting transportation continuity and public safety in the area.

BUDGET, ACTIVITY WORK PLAN, DUPLICATION OF BENEFITS

Budget, AWP, and DOB Template

[***Attach - Fillable Form***] Budget, Activity Work Plan, and Duplication of Benefits Worksheet.

[***Attach***] Quotes/Estimates used to determine funding request.

SUPPORTING DOCUMENTS

[*Attach*] Map clearly showing Project Location and/or Service Area.

[*Attach*] Most Recent Flood Plain Map.

PRE-EXISTING DESIGN(S)

Does the applicant possess a 100% architectural/engineering design(s) for this projects that are signed and stamped by a licensed architect/engineer?

☒ Yes ☐ No

If "Yes," please [*Attach*].

PICTURES

Attach either up to ten (10) photos of the service area or any other relevant photos for the scoring team to review regarding the program or project.

Picture(s) **[*Attach*]**

CITIZEN PARTICIPATION/PUBLIC NOTICE

All applicants must conduct a public hearing or public comment period, notifying their citizens of their intent to seek CDBG-DR funding. In order to satisfy this requirement, please provide documentation for one of the two methods below.

Public Hearing

Date of Hearing Notice:	**8/21/2025**
Date of 1st Public Hearing:	**9/4/2025**

Documentation of Public Hearing Notice [*Upload*]

Documentation of 1st Public Hearing

- ☒ Public Hearing Meeting Minutes **[*Upload*]**
- ☐ Public Hearing Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☐ Citizen Complaints from Public Hearing **[*Upload*]**

Public Comment Period

Date of Public Notice:	**8/21/2025**
Public Comment Start Date:	**8/22/2025**
Public Comment End Date:	**9/22/2025**

Documentation of Public Notice [*Upload*]

- ☒ Public Notice Certification **[*Upload*]**
- ☒ Citizen Participation Plan **[*Upload*]**
- ☐ Citizen Complaint Policy **[*Upload*]**
- ☒ Citizen Complaints from Public Comments **[*Upload*]**

CERTIFICATION AND SIGNATURE

As authorized Executive Officer, I certify that staff, contractors, vendors, and community partners of the CDBG-DR initiative:

A. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-DR funded activities;

B. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-DR program(s) and/or project(s) and;

C. Certify that all information submitted in this Application is true and accurate.

X *SIGN HERE*

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	September 4, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Attorney
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	Draft Comprehensive Policy Governing Charitable Donations and Solicitations

SUGGESTED ACTION:

ATTACHMENTS:
Charitable Donations and Soliciatations.pdf

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Miller
Olive

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MEMORANDUM

TO: Board of County Commissioners

CC: Terry Atchley, County Manager

FROM: Sarah Johnston, County Attorney

DATE: August 29, 2025

RE: Comprehensive policy governing charitable donations

The draft policy is included for your review and comments; a final version will be presented for consideration to adopt at the next Board meeting.

Attached is draft comprehensive policy governing charitable donations and solicitations and memo on public purpose and authorized county expenditures. The proposed policy is applicable to the requesting or soliciting of donations (goods, services, funds) without the recipient providing anything in return. For example, if the County is the recipient of settlement funds which have to be expended in accordance with a settlement agreement and the BOCC enters into an agreement with a non-profit entity providing that the entity will receive the funds and administer them for authorized uses on behalf of the County – this arrangement is not a charitable donation. Alternatively, if ABC School asked the County for use of a County facility for an 8-hour period at no cost and for a financial contribution of $1000 then the cost of the use of the facility(8-hour rental cost), staff time for the 8-hour period(if additional staff was required for the event), and the $1000 would be a charitable donation request that would be subject to this policy.

In Florida, public officials and employees are subject to specific ethics laws regarding the solicitation, acceptance, and giving of charitable donations. The use of county funds or resources for something that has not been established to be a public purpose is not permissible.

Without a policy that provides a framework for how county funds are requested, reviewed and approved to be paid to a private organization there are questions (and a lack of documentation) about whether or not those funds were used for a valid public purpose (see attached Memo re: public purpose.)

The proposed policy requires those eligible entities to submit written requests that includes the purpose of the organization, intended use of funds, description of how the request benefits the County, and sets forth review criteria for BOCC members to evaluate the requests. The policy also addresses requests for goods and in-kind services – the use County staff, resources, facilities, etc. is subject to the same requirements that county funds/resources must be used for a valid public purpose, this will ensure those requests are substantiated by necessary documentation and approval.

This is intended to provide the necessary documentation, review and BOCC determination that the requests are for a public purpose. This policy does not require the BOCC to fund charitable donation requests or establish limits on the amount of funds, value of goods or in-kind services, those decisions will be made by the BOCC in accordance with the annual budget process and any associated budget amendments.

Additionally, there are several ethical and legal considerations for public officials, public employees and representatives of the County that solicit or accept donations on behalf of the County. The proposed policy requires any individual soliciting on behalf of the County to sign an acknowledgement that they are aware any solicitation has to be for a specified public purpose, they have read the County's policy and the Florida Code of Ethics.

There is also a provision that allows the County Manager to accept donations/in-kind services on behalf of the County with specified amount limitations and requirement to report the information to the BOCC. This provides the County Manager with flexibility to accept items on behalf of the County and establishes transparency so there is a record of what was given to the County.

This is intended to provide additional guidelines and oversight to the BOCC, insulation from false allegations for public officials and employees, and transparency for the public.

Enclosures: Draft Comprehensive Policy Governing Charitable Donations and Solicitations; Memo re: Expenditure of County Funds

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MEMORANDUM

TO: Board of County Commissioners

CC: Terry Atchley, County Manager

FROM: Sarah Johnston, County Attorn

DATE: August 29, 2025

RE: Expenditure of County Funds

In the interest of good governance, and with the intent of providing guidance on how county funds can be expended, below please find an overview of the requirement that public funds be spent on a county or public purpose (hereinafter "public purpose"). Also included, are examples of impermissible and permissible expenditures of public funds for additional guidance.

INTRODUCTION

Counties are authorized to exercise the powers of county government to the extent not inconsistent with general or special law. Section 125.01, Florida Statutes. This authority is tempered by the basic proposition that county funds may be used only for a county purpose. Fla. Att'y Gen. Op. 2006-12. Moreover, Florida's Constitution prohibits a county from lending or using its taxing power or credit to aid private parties. Specifically, Section 10, Article VII of Florida's Constitution provides:

> "Neither the state nor any county, school district, municipality, special district, or agency of any of them, shall become a joint owner with, or stockholder of, or *give. lend or use its taxing power or credit to aid any corporation, association, partnership or person [.]"*

Florida law is clear that it is only when the primary objective is some clearly identified and concrete public purpose, and a reasonable expectation that such purpose will be

substantially and effectively accomplished, that the state or its subdivisions may disburse, loan or pledge public funds or property to a nongovernmental entity. Op. Att'y Gen. Fla. 79-84 (1979), citing *O'Neill v. Burns,* 198 So.2d 1 (Fla. 1967)(holding that the appropriation of $50,000 from general revenue of the state to be paid to Junior Chamber International for creation of permanent headquarters in the state was an unconstitutional pledge or loan of credit of state, inasmuch as there was no obligation that buildings or lands involved would serve any public agency or public generally and there was no provision for reversion to the state).

Again, the paramount consideration for the expenditure of funds is that the proposed expenditure must serve a public, as opposed to a private, purpose. The determination of what constitutes a valid public purpose for the expenditure of public funds is a factual determination for the legislative and governing body involved. Fla. Att'y Gen. Op. 2006-12 (2006). However, over the past several decades Florida's Attorney General has issued dozens of opinions that can aid governing bodies in determining whether a proposed expenditure is permissible.

Below please find a select number of Attorney General Opinions for guidance:

IMPERMISSIBLE USE OF FUNDS

A county commission could not expend public funds to repair drainage canals **located** on the private property of several large landowners, even if the county is given a thirty-day easement. Op. Att), Gen. Fla. 94-89 (1994).

The county could not expend county funds to repair and maintain private roads where members of the general public were **not** allowed, regardless of an agreement between the private owners and the school board to allow school buses to travel upon the road to transport children. Op. Att'y Gen. Fla. 92-42 (1992).

County could not loan funds to a local medical student, who had a financial need, to enable him to complete his medical education. The Attorney General opined that said expenditure would serve a private, as opposed to a public, purpose. The Attorney General went on to explain that while the public (in this case, the residents of Calhoun County) may receive an incidental benefit if the medical student elected to practice medicine in the county, the rule is that an expenditure must primarily benefit the public, with any benefit to private interests only incidental and secondary, and in this case, it did not. Op. Att'y Gen. Fla. 79-84 (1979).

A city could not finance the dredging of a channel leading to the private individual's place of business because "the contract [between the city and owner] clearly required the appropriation of public money for the individual benefit of the applicant [...]" The Florida

Supreme Court determined that such an expenditure would violate the constitutional prohibition against using the government's taxing power for a private use, and voided the contract. *Brumby v. City of Clearwater,* 149 So. 203 (Fla. 1933).

A city cannot enter into a contract whereby the city would agree to indemnify a private, for profit, health care center for financial losses for a two year term, even if the emergency health care center would be located within the city and serve the city residents, as well as individuals outside of the city. Op. Att'y Gen. Fla. 84-103 (1984), *citing* Op. Att'y Gen. Fla. 72-129 (1972) (holding that a county could not fund construction of a doctor's building to be leased to and operated under the supervision and control of private physicians in the private practice of medicine.).

PERMISSIBLE USE OF FUNDS

County was authorized to donate money to a nonprofit corporation to help maintain a former school building that would be used by various community organizations, private parties, and governmental entities. Among the governmental programs operated out of the facility were a branch of the county library, classes for pre-kindergarten children operated by the local school board, a federal Head Start program for disadvantaged children, and various recreational programs sponsored by a local city. The opinion cautioned, however, that the county commission must determine that a county purpose was served by such a donation and that proper safeguards would be implemented to assure accomplishment of that purpose. Op. Att'y Gen. Fla. 2002-18 (2002).

In the same Attorney General opinion listed above, the Attorney General opined that the county could expend public funds to assist a county volunteer fire department that provided services within their county, in making payments on the purchase of a new fire truck. The AG largely relied on the fact that the Florida Legislature has recognized that of fire protection services constitutes a public purpose and has specifically authorized a county to provide such services within a county. *Id.*

A town could use municipal funds to pay for special events insurance coverage, wherein the town would be the insured/beneficiary, for instances wherein the town and outside organizations use municipal property for special events, but only following a determination by the governing body that the expenditure serves a municipal purpose. Op. Att'y Gen. Fla. 2006-12 (2006).

County was authorized to donate revenue sharing monies to a nonprofit senior citizens organization so that county residents who were members of the club could take field trips, provided that the program was open to the public and was determined by the county commission to serve a valid public purpose, and provided that proper safeguards

were implemented to assure accomplishment of the stated public purpose. Op. Att'y Gen. Fla. 86-44 (1986).

County funds may be paid to the Florida Association of Counties, a nonprofit corporation, to be used for the stated purpose of educating the electorate as to a proposed constitutional amendment affecting the county if the county commission makes the requisite legislative findings as to the purpose of the expenditure and the benefits accruing to the county, and if sufficient safeguards are adopted to ensure that such funds are being used for the purpose for which they are intended. Op. Att'y Gen. FIa. 98-33 (1998).

The city may expend public funds for the maintenance of a permanent easement through privately owned commercial property that connects two adjoining privately owned commercial properties that are used as parking lots only if the easement grants the general public the right to travel on the property and the city commission determines that the expenditure serves a municipal purpose. Op. Att'y Gen. Fla. 9881 (1998).

CONCLUSION

As indicated herein, the paramount consideration for the expenditure of County funds is that the proposed expenditure must serve a public/municipal, as opposed to a private, purpose. The determination of what constitutes a valid municipal purpose for the expenditure of public funds is a factual determination for this BOCC to decide, bearing in mind that the expenditure will be closely scrutinized given the state's Constitutional prohibition against a county lending or using its taxing power or credit to aid private parties.

Hardee County
FLORIDA

HARDEE COUNTY

COMPREHENSIVE POLICY GOVERNING CHARITABLE DONATIONS AND SOLICITATIONS

Background

Counties have been granted home rule powers to exercise the powers of County government to the extent not inconsistent with general or special law. Section 125.01, F.S. This broad grant of authority is limited by the proposition that county funds may only be used for a valid public purpose benefiting the respective county.

Purpose

The purpose of this Policy is to establish a fair and transparent process for the distribution and solicitation of charitable donations, Hardee County (the "County") hereby establishes this Comprehensive Policy Governing Charitable Donations and Solicitations ("Charitable Donation Policy").

Applicability

This Charitable Donation Policy shall apply to any group, organization, or person requesting public funds from the County and employees, officers, board/committee/commission members and County designated representatives who solicit charitable contributions/donations on behalf of the County.

POLICY

Donation of County Funds

The donation of any public funds or resources by the County shall promote a valid public purpose that directly benefits County residents and property owners. Donations made pursuant to this section shall not be used for individual gain and are not intended to provide the County's support for business or commercial enterprise or purposes.

1. An organization which uses funds awarded by the Board of County Commissioners (the "BOCC") for anything except a public purpose will be required to reimburse the County for the funds or associated costs of any goods, services, or resources awarded to it and will be barred from receiving subsequent awards.
2. Approval of funds during any one fiscal year neither guarantees nor implies approval for funding during any subsequent fiscal years.

Eligibility

1. An organization seeking a donation pursuant to the regulations set forth herein shall submit a letter of request for a donation to the County Manager or designee. The letter of request must include the following:
    a. The name, address and telephone number of the organization;
    b. Proof of its 501(c) status;

c. Purpose of the organization;

d. How the organization meets the criteria set forth herein;

e. The amount sought for donation; and

f. A certification that the organization does not discriminate on the basis of age, race, sex, sexual or gender orientation, marital status, disability or national origin.

2. The County Manager or designee shall review any requests for compliance with this Charitable Donation Policy, any requests not meeting the requirements shall be returned to the entity/individual requesting the contribution. If the letter of request complies with the foregoing requirements and demonstrates that the organization meets the criteria set forth herein, the County Manager or designee shall submit the letter of request to the BOCC for consideration. Decisions of the County Manager of designee shall be appealable to the BOCC.

3. Funds may be awarded only to the following organizations:

   a. Not-for-profit 501(c) organization, as defined by the Internal Revenue Service ("IRS"), registered in the State of Florida, and operating within the geographical boundaries of the County;

   b. Homeowners associations and civic associations that are registered with the State of Florida, and operating within the geographical boundaries of the County, provided they meet the criteria and purposes set forth herein; or

   c. Organizations which provide services and/or goods to individuals and/or participants where at least 80 percent of the individuals and/or participants served by such an organization are residents of the County.

4. The following are not eligible for funding under this section:

   a. Individuals;

   b. Any religious, church, creed, or sectarian organization seeking donations to promote religious beliefs;

   c. Organizations holding events, programs or services outside of the geographical boundaries of the County;

   d. Organizations holding events, programs, or services that do not benefit the residents of the County;

   e. Political organizations and/or individual campaigns; and

   f. Organizations that discriminate on the basis of age, race, sex, sexual or gender orientation, marital status, disability or national origin.

Review and Award

1. Approval of funds for donations to an organization is discretionary and is determined on a case-by-case basis related to the eligibility requirements, purpose and goals of each program, service or event.

2. Consideration of requests shall be reviewed based on the following criteria:

   a. Measurable outcomes of the organization are in alignment with the County's strategic plans, mission and priorities, and BOCC goals;

   b. The organization's events, programs and services are compatible with the purpose of this section;

c. Level of community partners' contributions to the project and organizational capacity to host the event, program or service;

d. Demonstrated public support for the event, program or service;

e. Impact to the County staff, operations and/or facilities; and

f. Potential risk to the County.

3. The BOCC shall establish a budget for the funding of the expenditures provided for herein annually during the County's budget adoption process.

4. For requests for Goods, Services/In-kind donations, the County Manager or designee shall provide the cost to the County of providing the requested good/services/in-kind donations. The cost shall consider hourly cost of necessary personnel, utilities, public safety personnel, loss of potential revenue, etc.

COUNTY INITIATED SOLICITATION

Applicability

Any employees, officers, board/committee/commission members or County designated representative that solicits donations for a specified public purpose, charitable event or initiative and any individual or entity making a charitable contribution or donation shall be required to sign a form with County, affirmatively acknowledging this Charitable Donation Policy and the Florida Code of Ethics for Public Officers and Employees.

Solicitation of Funds/Donations/Contributions

Any solicitation for a charitable donation or contribution shall be for a specified public purpose, charitable event or initiative with a primary benefit to the residents of Hardee County.

County Manager Authority

The County Manager is authorized to accept donations and in-kind services, on behalf of the County, up to twenty-five thousand dollars ($25,000) and up to fifty thousand dollars ($50,000) for any County-sponsored events. Donations and in-kind services that are more than the amount provided for in this section shall require BOCC approval. The County Manager shall report donations and in-kind services in excess of twenty-five thousand dollars ($25,000) to the BOCC within thirty (30) business days of receipt.

General Applicability

1. The BOCC reserves the right to waive any part of this Charitable Donation Policy or procedure at any time. The decision of the BOCC shall be final and non-appealable.

2. The BOCC may impose conditions, additional requirements, reduced award amounts, etc., including a requirement that any recipient enter into an Agreement with the County, in form and substance acceptable to the County Attorney.

**Adopted _____ by Resolution No. _____*