



**AGENDA**

**Hardee County Board of County Commissioners**

**REGULAR MEETING**

**October 17, 2024, at 8:30 AM**

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

## COMMISSIONERS

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**District I Sandra Meeks**  
**District II Noey A. Flores**  
**District III Chairwoman Renee Wyatt**  
**District IV Vice-Chairman Russell Melendy**  
**District V Judith George**

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

- 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. Mylene Del Rio, Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc. -**  
Proclamation Declaring October 2024 as Safe Sleep Awareness Month.  
  
- Motion to approve the Proclamation declaring October 2024 as Safe Sleep Awareness Month.
  - B. Halley Addison, 4-H Program Assistant -** Proclamation Declaring National 4-H Week.  
  
- Motion to approve the Proclamation declaring October 7-12, 2024, as National 4-H Week in Hardee County.
  - C. Maria Pearson, Drug Free Hardee -** Red Ribbon Week Proclamation  
  
- Motion to approve the Proclamation declaring October 23-31, 2024, as Red Ribbon Week.
- 7. CONSENT AGENDA**  
  
- Motion to approve the Consent Agenda as presented.

- A. - Motion to approve the Hardee County Health Department 2024/25 Core Contract Renewal; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.
- B. - Motion to approve the fixed asset transfers and disposals as presented on October 3, 2024.
- C. - Motion to approve the Pavement Management Plan (PMP) as presented.

**8. PRESENTATIONS**

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

**10. BUSINESS AGENDA - Ordinances:**

- A. **Todd Miller, Community Development Director** - Ordinance 2024-08, Torrey Community Overlay
  - Motion to approve first reading of Ordinance 2024-08, An Ordinance of the Board of County Commissioners of Hardee County, Florida, amending section 3 of the Hardee County Unified Land Development Code to create section 3.06.00 and subsections providing regulations creating overlay districts and establishing an overlay district for the Torrey Community; providing for repeal, conflicts, severability, codification and for an effective date.
- B. **Todd Miller, Community Development Director** - Ordinance 2024-09, Comp Plan Amendment
  - Motion to approve Ordinance 2024-09, An Ordinance of the Board of County Commissioners of Hardee County, Florida, regarding land development, amending the adopted future land use map of the 2030 Hardee County Comprehensive Plan within the unincorporated area; changing the future land use designation of approximately 2.16 +/- acres from agriculture to residential mixed use future land use category; providing for a legal description; providing for severability, and providing for an effective date.
- C. **Todd Miller, Community Development Director** - Ordinance 2024-10, Medical Marijuana Dispensing Facility Ban
  - Motion to approve first reading of Ordinance 2024-10, An Ordinance of the Board of County Commissioners of Hardee County, Florida, creating subsection 2.20.22, Hardee County Land Development Code, prohibiting medical marijuana treatment center dispensing facilities within Hardee County; providing legislative findings; providing for repeal, conflicts, severability, codification and for an effective date.

**11. BUSINESS AGENDA - Action Items:**

- A. **Lorie Ayers, General Services Director & Jennifer Codo-Salisbury, Central Florida Regional Planning Council** - Local Mitigation Strategy (LMS) interlocal agreement
  - Motion to approve the interlocal agreement between the Central Florida Regional Planning Council (CFRPC) and the Hardee County Board of County Commissioners to update the 2020 Hardee County Local Mitigation Strategy (LMS), in substantially the attached form,

subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

- B. **Lorie Ayers, General Services Director** - Ratification of capital amendments for disaster funding.
  - Motion to ratify the capital budget amendments as presented.
  
- C. **Michelle McCreery, Hardee County Sheriff's Office** - 911 Rural County Grant Program Application for 2025 Fall Maintenance
  - Motion to approve the submission and acceptance of the 911 Rural County Grant Program Application for 2025 Fall Maintenance in the amount of \$46,000; 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.
  
- D. **Deb Butler, Mining Coordinator** - Resolution 2024-83, Waiver and Amendment of the Alternative Reclamation Schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03.
  - Motion to approve Resolution 2024-83, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a waiver and amendment of the alternative reclamation schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; providing for an effective date.
  
- E. **Christopher Simpron, Assistant County Manager/Public Works Director** - Resolution 2025-04 - County Road 664 at Little Payne Creek Right of Way Maintenance
  - Motion to approve Resolution 2025-04, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and accepting dedication by right-of-way maintenance map for a portion of County Road 664 located in Section 6, Township 33 South, Range 25 East Hardee County, Florida, by operation of law in accordance with Section 95.361, Florida Statutes; providing for conflicts, authorization and for an effective date.
  
- F. **Terry Atchley, County Manager** - Resolution 2025-02, Florida Local Government Finance Commission Loan
  - Motion to approve Resolution 2025-02, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the borrowing of not exceeding \$2,730,000 from the pooled commercial paper loan program of the Florida Local Government Finance Commission pursuant to the terms of the loan agreement among the County, JP Morgan Chase Bank, N.A., and the Commission in order to refinance a portion of a loan previously made to finance certain capital improvements to the public agency's Class I Landfill, and to finance the purchase of major capital equipment and related infrastructure improvements to the landfill, including the reimbursement of certain costs incurred by the county in connection therewith, if any; authorizing the execution of a loan note or loan notes to evidence such borrowing and agreeing to secure such borrowing with a covenant to budget and appropriate legally available non-ad valorem revenues of the county, all as provided in the loan agreement; authorizing the execution and delivery of such other documents as may be necessary to effect such borrowing; and providing an effective date.

**G. Terry Atchley, County Manager - Resolution 2025-03, Extending State of Local Emergency**

- Motion to approve Resolution 2025-03, A Resolution of the Board of County Commissioners of Hardee County, Florida ratifying the extension of the Local State of Emergency declared in Resolution No. 2025-01; waiving procedures and formalities during the period of such emergency; authorizing and directing County Manager to take whatever prudent actions may be necessary to protect the health, safety and welfare of the community pursuant to this declaration; providing an effective date.

**12. APPOINTMENTS**

**A. Terry Atchley, County Manager - Appoint Christy Page to the Value Adjustment Board**

- Motion to appoint Christy Page to the Value Adjustment Board.

**13. COUNTY MANAGER NON-CONSENT**

**14. COUNTY ATTORNEY**

**15. OTHER BUSINESS**

**16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS**

**17. REMINDERS**

**18. ADJOURNMENT**



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, County Manager's Office

**ITEM TYPE:** Proclamation

**AGENDA SECTION:** **PROCLAMATIONS**

**SUBJECT:** **Mylene Del Rio, Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc. - Proclamation Declaring October 2024 as Safe Sleep Awareness Month.**

**SUGGESTED ACTION:**  
- Motion to approve the Proclamation declaring October 2024 as Safe Sleep Awareness Month.

**ATTACHMENTS:**  
[Proclamation - Safe Sleep Month.docx](#)

**RESOLUTION  
SAFE SLEEP AWARENESS MONTH**

**WHEREAS**, sudden Unexpected Infant Death (SUID) is heartbreaking, and can happen in any family regardless of income, education, or community; and

**WHEREAS**, SUID is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments; and

**WHEREAS**, research shows that a child's brain grows rapidly during safe sleep; and

**WHEREAS**, babies should always be put to sleep on their backs, alone in their own crib or bassinet; with no bumpers, pillows, quilts, comforters, or other soft surfaces in the crib; and

**WHEREAS**, moms and dads should not share beds with their babies and anyone under the influence of drugs, alcohol, or smoking should not be resting with the baby; and

**WHEREAS**, local and national agencies such as Healthy Start Coalition, Early Steps, Florida Department of Health in Hardee County, Healthy Start Program, Healthy Families, Step Up Suncoast/P.A.T., Redlands Christian Migrant Association, East Coast Migrant Head Start, Department of Children and Family Services, and their partnering agencies educate Hardee County residents on safe sleep practices; and

**WHEREAS**, Hardee County Board of County Commissioners recognizes that infant unsafe sleeping is a public health issue in Hardee County and across the country, and together we can help by ensuring any person caring for a baby is using safe sleep practices.

**NOW, THEREFORE**, be it resolved, that the Board of County Commissioners for Hardee County, Florida do hereby proclaim the month of October 2024, as Safe Sleep Awareness Month and extend their continued support for the efforts of local agencies to promote safe sleep practices in Hardee County.

Done and adopted on the 17<sup>th</sup> day of October 2024.

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D. Renee Wyatt, Chair



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, County Manager's Office

**ITEM TYPE:** Proclamation

**AGENDA SECTION:** **PROCLAMATIONS**

**SUBJECT:** **Halley Addison, 4-H Program Assistant - Proclamation Declaring National 4-H Week.**

**SUGGESTED ACTION:** - Motion to approve the Proclamation declaring October 7-12, 2024, as National 4-H Week in Hardee County.

**ATTACHMENTS:**  
[Proclamation - National 4-H Week.docx](#)

**PROCLAMATION  
NATIONAL 4-H WEEK**

**WHEREAS**, the youth of any community is its greatest natural resource and social problems concern our nation and threaten the future of our youth; and,

**WHEREAS**, connecting youth and adults to work together through volunteer service can bridge the differences that separate people and help solve social problems; and,

**WHEREAS**, the goal of 4-H is to provide opportunities for the youth in Florida in the areas of Leadership, Citizenship, and personal development; and,

**WHEREAS**, the 4-H program involves “*learn by doing*” experiences in more than one hundred subject matter areas covering the diverse interest of young people in both urban and rural settings; and,

**WHEREAS**, more than 8.5 million youth touch and enhance the lives of others during National 4-H week and throughout the year by doing good, by giving where there is a need, rebuilding what had been torn down, teaching where there was a desire to learn and inspiring those who had lost hope; and,

**WHEREAS**, 4-H is the largest youth organization in Florida today, while **Hardee County’s** 4-H program numbers over 280 members and over 30 volunteers.

***THEREFORE, BE IT RESOLVED***, that the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY**, subscribing to the aim and objectives of 4-H and recognizing the importance of this youth development program of the ***FLORIDA COOPERATIVE EXTENSION SERVICE***, do hereby proclaim the week of **OCTOBER 7<sup>th</sup> thru OCTOBER 12<sup>th</sup>, 2024, as NATIONAL 4-H WEEK IN HARDEE COUNTY.**

***ADOPTED AND PASSED***, this 17<sup>th</sup> day of October in the year 2024, by the Board of County Commissioners of Hardee County, State of Florida.

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D. Renee Wyatt, Chair



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, County Manager's Office

**ITEM TYPE:** Proclamation

**AGENDA SECTION:** **PROCLAMATIONS**

**SUBJECT:** **Maria Pearson, Drug Free Hardee - Red Ribbon Week**  
Proclamation

**SUGGESTED ACTION:** - Motion to approve the Proclamation declaring October 23-31, 2024, as Red Ribbon Week.

**ATTACHMENTS:**  
[Proclamation - Red Ribbon Week.docx](#)



## Red Ribbon Week Proclamation Hardee County, FL

**WHEREAS**, alcohol and drug abuse affect individuals, families, and communities across the nation; and

**WHEREAS**, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

**WHEREAS**, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

**WHEREAS**, Red Ribbon Week will be celebrated in communities across the nation on October 23-31; and

**WHEREAS**, businesses, government, law enforcement, media, health care providers, religious institutions, schools, and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and

**WHEREAS**, the community of Hardee County further commits its resources to ensure the success of Red Ribbon Week;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Hardee County, Florida, in regular session, duly assembled, does hereby proclaim October 23-31, as RED RIBBON WEEK, and encourage you to participate in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle.

**Done and adopted** this 17<sup>th</sup> day of October 2024.

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D. Renee Wyatt, Chair



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, County Manager's Office

**ITEM TYPE:** Consent Agenda

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** - Motion to approve the Hardee County Health Department 2024/25 Core Contract Renewal; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[2024-2025 Core Contract for signature.pdf](#)

**CONTRACT BETWEEN  
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
HARDEE COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2024-2025**

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Hardee County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2024. State and County are jointly referred to as the "parties".

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Hardee County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. **TERM.** The parties mutually agree that this contract shall be effective from October 1, 2024, through September 30, 2025, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. **SERVICES MAINTAINED BY THE CHD.** The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. **FUNDING.** The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 1,812,203 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash, or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 0 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Hardee County Health Department  
115 K D Revell Road  
Wauchula, FL 33873

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel laws, rules, and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and
- iii.* Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

*d.* All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Hardee County.

*e.* That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

*f.* There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

**g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.**

**h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.**

**i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.**

**j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.**

**k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.**

**l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.**

**m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.**

**n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.**

**o. The CHD shall submit quarterly reports to the County that shall include at least the following:**

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and**
- ii. A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.**

**p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:**

- i. March 1, 2025, for the reporting period of October 1, 2024, through December 31, 2024; and**
- ii. June 1, 2025, for the reporting period of October 1, 2024, through March 31, 2025; and**
- iii. September 1, 2025, for the reporting period of October 1, 2024 through June 30, 2025; and**
- iv. December 1, 2025, for the reporting period of October 1, 2024 through September 30, 2025.**

**7. FACILITIES AND EQUIPMENT. The parties mutually agree that:**

**a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.**

**b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.**

**c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.**

**8. TERMINATION.**

a. **Termination at Will.** This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. **Termination Because of Lack of Funds.** In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. **Termination for Breach.** This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

**9. MISCELLANEOUS.** The parties further agree:

a. **Availability of Funds.** If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the CHD fiscal year beginning July 1, 2024, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. **Contract Managers.** The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

Robyn Carden  
Name  
Financial Administrator  
Title  
1290 Golfview Avenue

Bartow, FL 33830  
Address

Robyn.Carden@flhealth.gov  
Email Address  
863-578-2106  
Telephone

For the County:

Renee Wyatt  
Name  
Chairwoman, Hardee BoCC  
Title  
412 W Orange Street

Wauchula, FL 33873  
Address

bcc@hardeecounty.net  
Email Address  
863-773-9430  
Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. **Captions.** The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2024.

**BOARD OF COUNTY COMMISSIONERS  
FOR HARDEE COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** Renee Wyatt

**NAME:** Joseph A. Ladapo, M.D., Ph.D.

**TITLE:** Chairwoman

**TITLE:** State Surgeon General

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTESTED TO:**

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** Joy Jackson, M.D.

**TITLE:** \_\_\_\_\_

**TITLE:** CHD Director

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTACHMENT I**  
**HARDEE COUNTY HEALTH DEPARTMENT**  
**PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING**  
**COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS**

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

**ATTACHMENT I (Continued)**

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. **Environmental Health**  
Requirements as specified in Environmental Health Programs Manual 150-4\* and DHP 50-21\*
  8. **HIV/AIDS Program**  
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.  
  
Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
  9. **School Health Services**  
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
  10. **Tuberculosis**  
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
  11. **General Communicable Disease Control**  
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
  12. **Refugee Health Program**  
Programmatic and financial requirements as specified by the program office.

\*or the subsequent replacement if adopted during the contract period.

**ATTACHMENT II**  
**HARDEE COUNTY HEALTH DEPARTMENT**  
**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/24	107417	840978	948395
2. Drawdown for Contract Year October 1, 2024 to September 30, 2025	-107417	-73812	-181229
3. Special Capital Project use for Contract Year October 1, 2024 to September 30, 2025	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2024 to September 30, 2025	0	767166	767166

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

## ATTACHMENT II

### HARDEE COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2024 to September 30, 2025

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>					
015040 CHD - TB COMMUNITY PROGRAM	2,031	0	2,031	0	2,031
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,303	0	6,303	0	6,303
015040 FAMILY PLANNING GENERAL REVENUE	29,463	0	29,463	0	29,463
015040 PRIMARY CARE PROGRAM	170,170	0	170,170	0	170,170
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	52,000	0	52,000	0	52,000
015040 SCHOOL HEALTH SERVICES	98,246	0	98,246	0	98,246
015050 CHD GENERAL REVENUE NON-CATEGORICAL	823,029	0	823,029	0	823,029
<b>GENERAL REVENUE TOTAL</b>	<b>1,181,242</b>	<b>0</b>	<b>1,181,242</b>	<b>0</b>	<b>1,181,242</b>
<b>2. NON GENERAL REVENUE - STATE</b>					
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	118,784	0	118,784	0	118,784
015010 TOBACCO STATE & COMMUNITY HEALTHY BABY	10,000	0	10,000	0	10,000
<b>NON GENERAL REVENUE TOTAL</b>	<b>128,784</b>	<b>0</b>	<b>128,784</b>	<b>0</b>	<b>128,784</b>
<b>3. FEDERAL FUNDS - STATE</b>					
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	37,863	0	37,863	0	37,863
007000 FAMILY PLANNING TITLE X - GRANT	38,611	0	38,611	0	38,611
007000 PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL 1	126,183	0	126,183	0	126,183
007000 IMMUNIZATION ACTION PLAN	7,766	0	7,766	0	7,766
007000 MATERNAL MORTALITY	21,098	0	21,098	0	21,098
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	86,837	0	86,837	0	86,837
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	13,766	0	13,766	0	13,766
015075 SCHOOL HEALTH SERVICES	170,053	0	170,053	0	170,053
<b>FEDERAL FUNDS TOTAL</b>	<b>502,177</b>	<b>0</b>	<b>502,177</b>	<b>0</b>	<b>502,177</b>
<b>4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE</b>					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	32,657	0	32,657	0	32,657
001092 ON SITE SEWAGE DISPOSAL PERMIT FEES	36,000	0	36,000	0	36,000
001092 CHD STATEWIDE ENVIRONMENTAL FEES	335	0	335	0	335
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	3,412	0	3,412	0	3,412
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	500	0	500	0	500
001206 SEPTIC TANK RESEARCH SURCHARGE	700	0	700	0	700
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	100	0	100	0	100
001206 DRINKING WATER PROGRAM OPERATIONS	600	0	600	0	600
001206 TANNING FACILITIES	50	0	50	0	50
001206 ONSITE SEWAGE TRAINING CENTER	100	0	100	0	100
001206 MOBILE HOME & RV PARK FEES	1,000	0	1,000	0	1,000
<b>FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL</b>	<b>75,454</b>	<b>0</b>	<b>75,454</b>	<b>0</b>	<b>75,454</b>
<b>5. OTHER CASH CONTRIBUTIONS - STATE:</b>					
031005 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	1,200	0	1,200	0	1,200
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	107,417	0	107,417	0	107,417
<b>OTHER CASH CONTRIBUTION TOTAL</b>	<b>108,617</b>	<b>0</b>	<b>108,617</b>	<b>0</b>	<b>108,617</b>

**ATTACHMENT II**

**HARDEE COUNTY HEALTH DEPARTMENT**

**Part II, Sources of Contributions to County Health Department**

**October 1, 2024 to September 30, 2025**

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>6. MEDICAID - STATE/COUNTY:</b>					
001057 CHD CLINIC FEES	0	2,850	2,850	0	2,850
001148 CHD CLINIC FEES	0	13,025	13,025	0	13,025
<b>MEDICAID TOTAL</b>	<b>0</b>	<b>15,875</b>	<b>15,875</b>	<b>0</b>	<b>15,875</b>
<b>7. ALLOCABLE REVENUE - STATE:</b>					
	0	0	0	0	0
<b>ALLOCABLE REVENUE TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE</b>					
ADAP	0	0	0	0	0
PHARMACY DRUG PROGRAM	0	0	0	1,096	1,096
WIC PROGRAM	0	0	0	1,478,977	1,478,977
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	2,903	2,903
IMMUNIZATIONS	0	0	0	9,077	9,077
<b>OTHER STATE CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,492,053</b>	<b>1,492,053</b>
<b>9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT</b>					
	0	0	0	0	0
<b>DIRECT COUNTY CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY</b>					
001077 CHD CLINIC FEES	0	6,250	6,250	0	6,250
001094 CHD LOCAL ENVIRONMENTAL FEES	0	39,553	39,553	0	39,553
001110 VITAL STATISTICS CERTIFIED RECORDS	0	35,000	35,000	0	35,000
<b>FEES AUTHORIZED BY COUNTY TOTAL</b>	<b>0</b>	<b>80,803</b>	<b>80,803</b>	<b>0</b>	<b>80,803</b>
<b>11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY</b>					
001029 CHD CLINIC FEES	0	1,300	1,300	0	1,300
001090 CHD CLINIC FEES	0	450	450	0	450
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	130,316	130,316	0	130,316
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	2,280	2,280	0	2,280
010300 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	8,750	8,750	0	8,750
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	1,800	1,800	0	1,800
011001 CHD HEALTHY START COALITION CONTRACT	0	58,219	58,219	0	58,219
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	28,842	28,842	0	28,842
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	73,812	73,812	0	73,812
<b>OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>305,769</b>	<b>305,769</b>	<b>0</b>	<b>305,769</b>
<b>12. ALLOCABLE REVENUE - COUNTY</b>					
	0	0	0	0	0
<b>COUNTY ALLOCABLE REVENUE TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>13. BUILDINGS - COUNTY</b>					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
SPECIAL PROJECTS (LABOR ONLY)	0	0	0	0	0
UTILITIES	0	0	0	0	0

**ATTACHMENT II**

**HARDEE COUNTY HEALTH DEPARTMENT**

**Part II, Sources of Contributions to County Health Department**

**October 1, 2024 to September 30, 2025**

	<b>State CHD Trust Fund (cash)</b>	<b>County CHD Trust Fund</b>	<b>Total CHD Trust Fund (cash)</b>	<b>Other Contribution</b>	<b>Total</b>
BUILDING MAINTENANCE	0	0	0	15,656	15,656
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
<b>BUILDINGS TOTAL</b>	0	0	0	15,656	15,656
<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
<b>OTHER COUNTY CONTRIBUTIONS TOTAL</b>	0	0	0	0	0
<b>GRAND TOTAL CHD PROGRAM</b>	1,996,274	402,447	2,398,721	1,507,709	3,906,430

**ATTACHMENT II**

**HARDEE COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service  
October 1, 2024 to September 30, 2025**

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
<b>A. COMMUNICABLE DISEASE CONTROL:</b>										
IMMUNIZATION (101)	0.50	97	101	10,178	8,724	10,178	8,869	36,824	1,125	37,949
SEXUALLY TRANS. DIS. (102)	1.42	85	105	36,897	31,628	36,897	32,152	134,374	3,200	137,574
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.00	0	0	0	0	0	0	0	0	0
TUBERCULOSIS (104)	0.03	0	0	668	572	668	582	2,490	0	2,490
COMM. DIS SURV. (106)	0.14	0	182	3,767	3,229	3,767	3,281	14,044	0	14,044
HEPATITIS (109)	0.01	0	0	293	251	293	254	1,091	0	1,091
PREPAREDNESS AND RESPONSE (116)	1.14	0	20	27,956	23,964	27,956	24,361	104,237	0	104,237
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.96	1,787	4,887	17,869	15,317	17,869	15,570	22,711	43,914	66,625
<b>COMMUNICABLE DISEASE SUBTOTAL</b>	<b>4.20</b>	<b>1,969</b>	<b>5,295</b>	<b>97,628</b>	<b>83,685</b>	<b>97,628</b>	<b>85,069</b>	<b>315,771</b>	<b>48,239</b>	<b>364,010</b>
<b>B. PRIMARY CARE:</b>										
CHRONIC DISEASE PREVENTION PRO (210)	0.92	0	1	24,217	20,758	24,217	21,101	90,293	0	90,293
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	2.01	0	3	42,966	36,830	42,966	37,440	160,202	0	160,202
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.65	189	302	79,224	67,910	79,224	69,032	283,440	11,950	295,390
IMPROVED PREGNANCY OUTCOME (225)	0.46	4	31	8,062	6,911	8,062	7,026	30,061	0	30,061
HEALTHY START PRENATAL (227)	0.68	61	514	17,689	15,163	17,689	15,414	0	65,955	65,955
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	20	17	20	19	76	0	76
HEALTHY START CHILD (231)	0.49	55	417	10,462	8,968	10,462	9,116	39,008	0	39,008
SCHOOL HEALTH (234)	8.81	0	44,514	186,723	160,058	186,723	162,703	565,541	130,666	696,207
COMPREHENSIVE ADULT HEALTH (237)	0.44	12	14	9,706	8,320	9,706	8,456	0	36,188	36,188
COMMUNITY HEALTH DEVELOPMENT (238)	2.38	0	3	62,809	53,840	62,809	54,731	234,189	0	234,189
DENTAL HEALTH (240)	0.68	525	527	19,444	16,667	19,444	16,943	65,498	7,000	72,498
<b>PRIMARY CARE SUBTOTAL</b>	<b>19.52</b>	<b>846</b>	<b>46,326</b>	<b>461,322</b>	<b>395,442</b>	<b>461,322</b>	<b>401,981</b>	<b>1,468,308</b>	<b>251,759</b>	<b>1,720,067</b>
<b>C. ENVIRONMENTAL HEALTH:</b>										
<b>Water and Onsite Sewage Programs</b>										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.13	38	226	2,994	2,567	2,994	2,610	4,137	7,028	11,165
PUBLIC WATER SYSTEM (358)	0.01	0	0	249	214	249	218	0	930	930
PRIVATE WATER SYSTEM (359)	0.06	0	0	1,313	1,126	1,313	1,144	0	4,896	4,896
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	1.16	144	326	31,774	27,236	31,774	27,687	103,183	15,288	118,471
<b>Group Total</b>	<b>1.36</b>	<b>182</b>	<b>552</b>	<b>36,330</b>	<b>31,143</b>	<b>36,330</b>	<b>31,659</b>	<b>107,320</b>	<b>28,142</b>	<b>135,462</b>
<b>Facility Programs</b>										
TATTOO FACILITY SERVICES (344)	0.00	0	0	0	0	0	0	0	0	0
FOOD HYGIENE (348)	0.20	35	94	4,618	3,958	4,618	4,024	15,957	1,261	17,218

**ATTACHMENT II**

**HARDEE COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service  
October 1, 2024 to September 30, 2025**

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.03	17	20	732	627	732	638	0	2,729	2,729
MIGRANT LABOR CAMP (352)	0.98	82	768	23,866	20,458	23,866	20,797	68,451	20,536	88,987
HOUSING & PUB. BLDG. (353)	0.01	0	0	409	350	409	356	0	1,524	1,524
MOBILE HOME AND PARK (354)	0.11	21	29	2,578	2,210	2,578	2,248	8,255	1,359	9,614
POOLS/BATHING PLACES (360)	0.04	14	37	954	818	954	832	2,326	1,232	3,558
BIOMEDICAL WASTE SERVICES (364)	0.01	0	0	385	330	385	336	0	1,436	1,436
TANNING FACILITY SERVICES (369)	0.07	0	0	1,558	1,335	1,558	1,357	5,724	84	5,808
<b>Group Total</b>	<b>1.45</b>	<b>169</b>	<b>948</b>	<b>35,100</b>	<b>30,086</b>	<b>35,100</b>	<b>30,588</b>	<b>100,713</b>	<b>30,161</b>	<b>130,874</b>
<b>Groundwater Contamination</b>										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.09	0	87	2,272	1,948	2,272	1,981	0	8,473	8,473
<b>Group Total</b>	<b>0.09</b>	<b>0</b>	<b>87</b>	<b>2,272</b>	<b>1,948</b>	<b>2,272</b>	<b>1,981</b>	<b>0</b>	<b>8,473</b>	<b>8,473</b>
<b>Community Hygiene</b>										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.05	40	80	1,146	982	1,146	998	0	4,272	4,272
RABIES SURVEILLANCE (366)	0.15	0	0	3,115	2,670	3,115	2,715	0	11,615	11,615
ARBORVIRUS SURVEIL. (367)	0.18	0	0	4,252	3,645	4,252	3,705	0	15,854	15,854
RODENT/ARTHROPOD CONTROL (368)	0.01	0	0	340	292	340	297	0	1,269	1,269
WATER POLLUTION (370)	0.01	0	0	170	146	170	148	0	634	634
INDOOR AIR (371)	0.01	0	0	170	146	170	148	0	634	634
RADIOLOGICAL HEALTH (372)	0.01	0	0	340	292	340	297	0	1,269	1,269
TOXIC SUBSTANCES (373)	0.00	0	0	34	29	34	29	0	126	126
<b>Group Total</b>	<b>0.42</b>	<b>40</b>	<b>80</b>	<b>9,567</b>	<b>8,202</b>	<b>9,567</b>	<b>8,337</b>	<b>0</b>	<b>35,673</b>	<b>35,673</b>
<b>ENVIRONMENTAL HEALTH SUBTOTAL</b>	<b>3.32</b>	<b>391</b>	<b>1,667</b>	<b>83,269</b>	<b>71,379</b>	<b>83,269</b>	<b>72,565</b>	<b>208,033</b>	<b>102,449</b>	<b>310,482</b>
<b>D. NON-OPERATIONAL COSTS:</b>										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	1,116	957	1,116	973	4,162	0	4,162
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
<b>NON-OPERATIONAL COSTS SUBTOTAL</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>1,116</b>	<b>957</b>	<b>1,116</b>	<b>973</b>	<b>4,162</b>	<b>0</b>	<b>4,162</b>
<b>TOTAL CONTRACT</b>	<b>27.04</b>	<b>3,206</b>	<b>53,288</b>	<b>643,335</b>	<b>551,463</b>	<b>643,335</b>	<b>560,588</b>	<b>1,996,274</b>	<b>402,447</b>	<b>2,398,721</b>

**ATTACHMENT III**  
**HARDEE COUNTY HEALTH DEPARTMENT**  
**CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE**

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.
2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
3. **Assurance of Civil Rights Compliance:** The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. **Confidentiality of Data, Files, and Records:** The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.







# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Clerk of Courts

**ITEM TYPE:** Consent Agenda

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** - Motion to approve the fixed asset transfers and disposals as presented on October 3, 2024.

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[Meeting Date 100324 and 101724 FY24.pdf](#)  
[168-A.jpg](#)



## FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

**Send to:** Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts

**Email:** [robertsa@hardeeclerk.com](mailto:robertsa@hardeeclerk.com) , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts

**Subject:** Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	287-B	TRAILERS AND CANOES	
2	288-B	TRAILERS AND CANOES	
3			
4			
5		ASSETS SOLD AT AUCTION, MONEY RECEIVED 8/23/24	
6		CHECKED ADG SYSTEM FOR CANOES, NOT TRAILERS, SO I	
7		DID NOT REALIZE TRAILERS WERE PART OF THE EQUIPMENT	
8		BEING SOLD	
9			
10			
11			
12			
13			
14			
15			
16			

Transfer  Surplus  Parts  Lost/Stolen  Disposal to Landfill  Auction

Other \_\_\_\_\_

From: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_\_\_  
(Department) (Department Head)

To: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_\_\_  
(Department) (Department Head)

Custody Accepted: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_\_\_

Board approval of transfer date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

# FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

**Send to:** Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts

**Email:** [robertsa@hardeeclerk.com](mailto:robertsa@hardeeclerk.com) , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts

**Subject:** Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	B-8	2006 FORD F450 SUPER DUTY BRUSH TRUCK	
2	B-8A	BRUSH TRUCK BED W/ B-8	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer  Surplus  Parts  Lost/Stolen  Disposal to Landfill  Auction

Other MOTOR DIED FOR 2ND TIME DURING LIFE SPAN OF VEHICLE

From: FIRE CONTROL Date \_\_\_ / \_\_\_ /20\_\_\_  
(Department) (Department Head)

To: misti flowers *misti flowers* Date \_\_\_ / \_\_\_ /20\_\_\_  
(Department) (Department Head)

Custody Accepted: \_\_\_\_\_ Date \_\_\_ / \_\_\_ /20\_\_\_

Board approval of transfer date: \_\_\_ / \_\_\_ /20\_\_\_

## FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

**Send to:** Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts  
**Email:** [robertsa@hardeeclerk.com](mailto:robertsa@hardeeclerk.com) . Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts  
**Subject:** Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	168-A	2011 Ford Explorer	Fair
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer  Surplus  Parts  Lost/Stolen  Disposal to Landfill  Auction

Other \_\_\_\_\_

From: Kathy L Crawford, Property Appraiser *Kathy L Crawford* Date 09 / 17 / 20 24  
 (Department) (Department Head)

To: Misty Flowers, Maintenance *Misty Flowers* Date 9 / 20 / 20 24  
 (Department) (Department Head)

Custody Accepted: \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Board approval of transfer date: \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

## FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

**Send to:** Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts

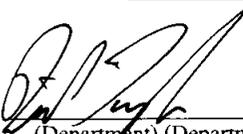
**Email:** robertsa@hardeeclerk.com , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts  
**Subject:** Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

#	PRC #	Description	Condition
1	100-1	BOOM ATTACHED TO BUCKET TRUCK 100	GOOD
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer    
 Surplus    
 Parts    
 Lost/Stolen    
 Disposal to Landfill    
 Auction

Other \_\_\_\_\_

From:  Date 8 / 28 / 20 24  
 (Department) (Department Head)

To:  Date 8 / 28 / 20 24  
 (Department) (Department Head)

Custody Accepted: \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Board approval of transfer date: \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_





# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Public Works

**ITEM TYPE:** Business Agenda

**AGENDA SECTION:** **CONSENT AGENDA**

**SUBJECT:** - Motion to approve the Pavement Management Plan (PMP) as presented.

**SUGGESTED ACTION:**

**ATTACHMENTS:**

- [Agenda Memo\\_PMP Presentation to BOCC.docx](#)
- [Agenda Request\\_PMP Presentation.pdf](#)
- [Pavement Management Plan Presentation.pptx](#)

**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

**MEMORANDUM**

**TO:** Board of County Commissioners  
**THROUGH:** D. Renee Wyatt, Board Chair  
**FROM:** Christopher Simpron, Assistant County Manager/Public Works  
Director  
**SUBJECT:** Hardee County Pavement Management Plan Program -Board  
Presentation  
**DATE:** October 3, 2024

Hardee County has approximately 500 centerline-miles of publicly maintained roadway infrastructure, of which approximately 400 centerline miles are paved and 100 miles of unpaved. To monitor and forecast the life cycle of all the paved and unpaved roadways, a comprehensive *Pavement Management Plan (PMP) Program* was implemented to identify pavement conditions for further investigation and project planning. The PMP will include an identification and development of pavement inventory; defining the pavement network into PMP (branches, sections, and samples); performing Pavement Condition Index (PCI) surveys of county-maintained roadways; developing a pavement management database; determining current PCI values; and creating a summary report. This is a program to aid pavement management decisions supported by scientific and analytic data.

Hardee County's roads and streets pavement operations rely on good asset data to make critical decisions which is essential to the county's budget, staffing and community's needs. It is the best way to track historical data, monitor and forecast the life cycle of our transportation system to assist in the timing of the projects, aiding in the development of Capital Improvement Plans (CIP). This program will allow the county to develop a project plan that identifies, prioritizes, and assigns a planning-level cost/policy to each pavement section as determined by the analyzed data, engineering judgement and county staff involvement/feedback.

It is a tool that provides a systematic method of road condition data collection, storage, analysis, and modeling for decision-making associated with optimizing resources across a pavement network. The roadway prioritization as a result of this program allows us to build a short- and long-term Capital Improvement Plan (CIP) based on the roadway's anticipated life expectancy.

To conclude, this PMP program helps maximize our **limited** budget by implementing the most cost-effective maintenance solutions on roadway segments. It helps decide and prioritize **which** roadway system should receive maintenance based on current pavement conditions, **when** they should receive it based on anticipated remaining service life, and **what** kind of maintenance would be best.

Lastly, this helps eliminate the “guessing” or “shooting from the hip” perspective on how we prioritize roadways like the way we’ve done it in the past.

We are proud to present to the Board the results of our Pavement Management Plan.



# AGENDA REQUEST FORM

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

Department/Agency \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

I request the following item be placed on the \_\_\_\_\_ agenda under the following category:  
(date of meeting)

\_\_\_\_\_ Appointment

\_\_\_\_\_ County Manager, Non-Consent

\_\_\_\_\_ Consent

\_\_\_\_\_ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:

\_\_\_\_\_  
\_\_\_\_\_

Provide reason for agenda item and what the action is requested, if any:

\_\_\_\_\_  
\_\_\_\_\_

Check if no action is required: \_\_\_\_\_

Will item impact budget/funding per fiscal year? \_\_\_\_\_ YES / \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\* 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](mailto:holly.smith@hardeecounty.net).\*\*

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



Hardee County  
FLORIDA

# Pavement Management Plan

---

PROGRAM RESULTS PRESENTATION – OCTOBER 2024

# History - What Lead to the PMP?



## Past

Political pressures  
Reactive approach



## Present

County Strategic Plan  
New Culture



## Future

Implementing Vision – Measure so  
we can Plan!  
Support Strategic Plan  
Support Future Growth  
Community Engagement

# Lessons Learned

## Before

- Limited resources
- Reactive
- “Shoot from the hip”
- Quantity – “How many miles can we pave?”



## After

- More self-sufficient
- Strategic
- Emphasis on Planning
- QA/QC – Treat it as your own
- Quality – Less quantity, higher quality



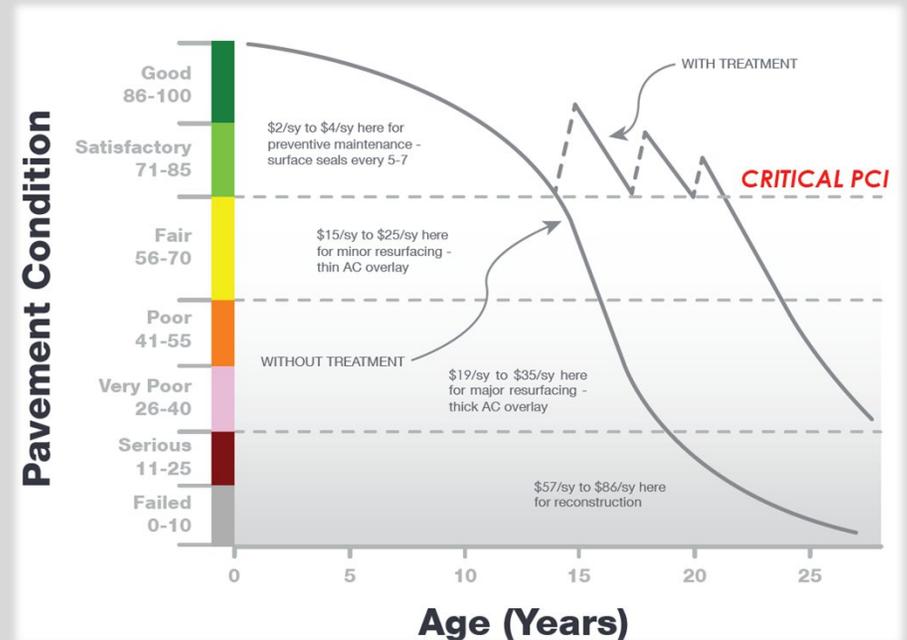
# Pavement Management Program Goals

Prioritized plan with justification

Development of a CIP

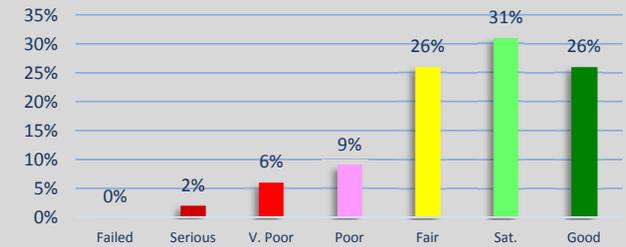
Justify and establish a budget

Leverage for Funding opportunities



# Paved Roads - Condition Assessment

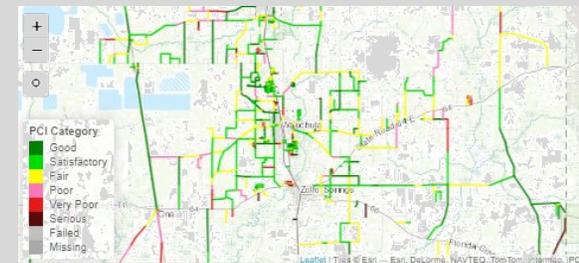
Automated Collection



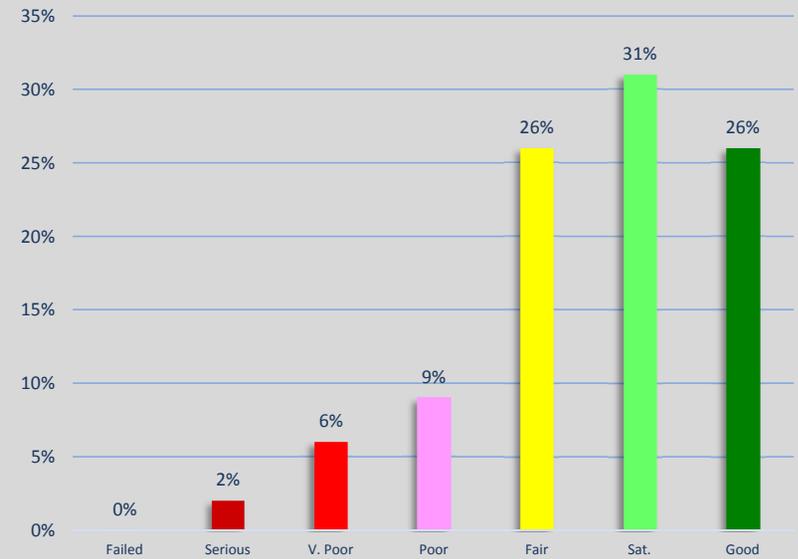
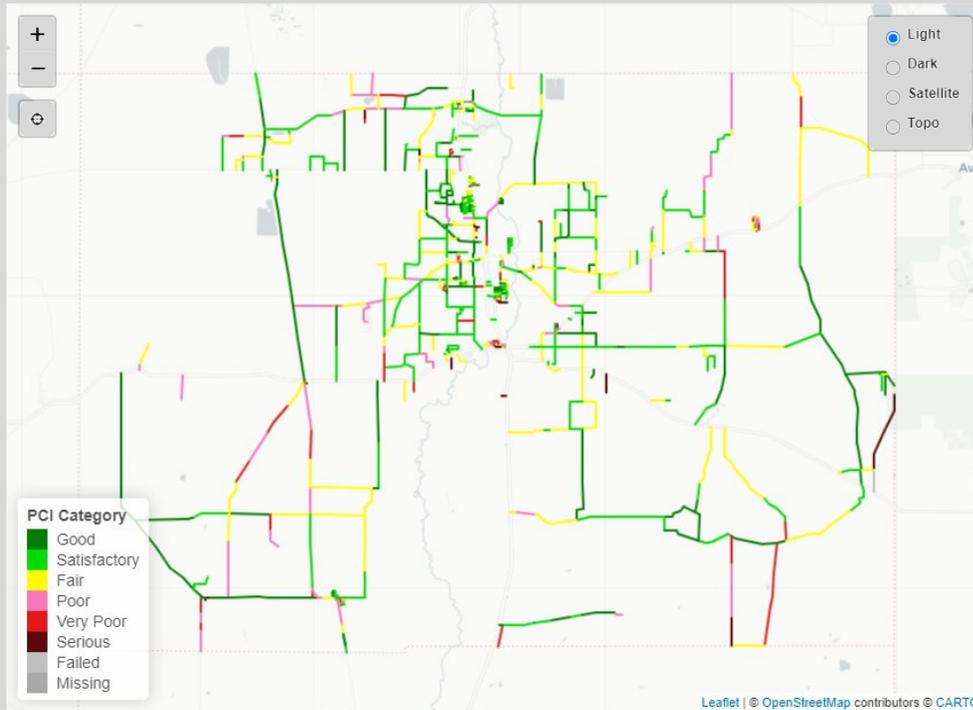
Condition Results



Visual Calibration (QC)



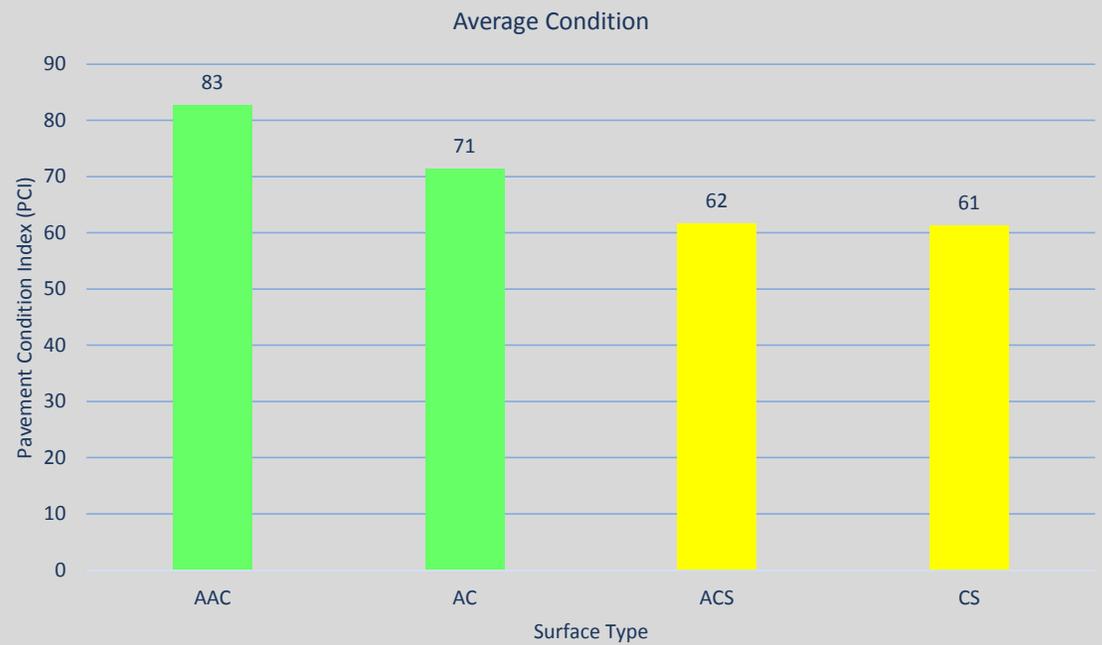
# Paved Roads - Conditions



# Paved Roads - Conditions

## Surface Types

- AAC – Asphalt Overlay
- AC – Asphalt
- ACS – Asphalt w Chip Seal
- CS – Chip Seal & Road Millings



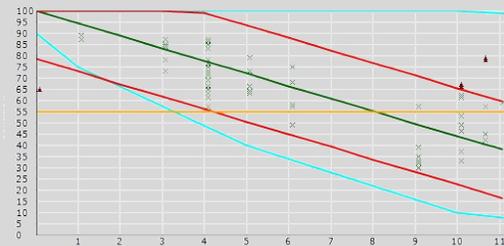
# Paved Roads - Maintenance and Rehab Policies

## Custom Deterioration Models

- Chip Seal/Millings – 5.6 pts/yr
- Asphalts – 1.7 to 2 pts/yr

## Suite of Treatments

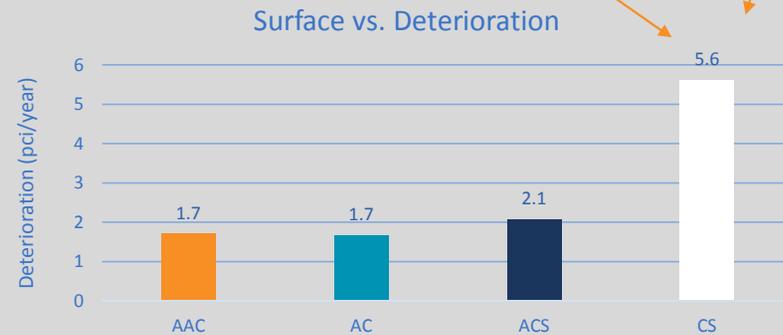
- Balance
- Introduction of new
- Leveraging existing practices
  - Analyze Performance
  - Lessons Learned



Chip Seal/Millings Performance Model



Chip Seal/Millings Street



# Paved Roads - Planning Approach

## Budget Analysis

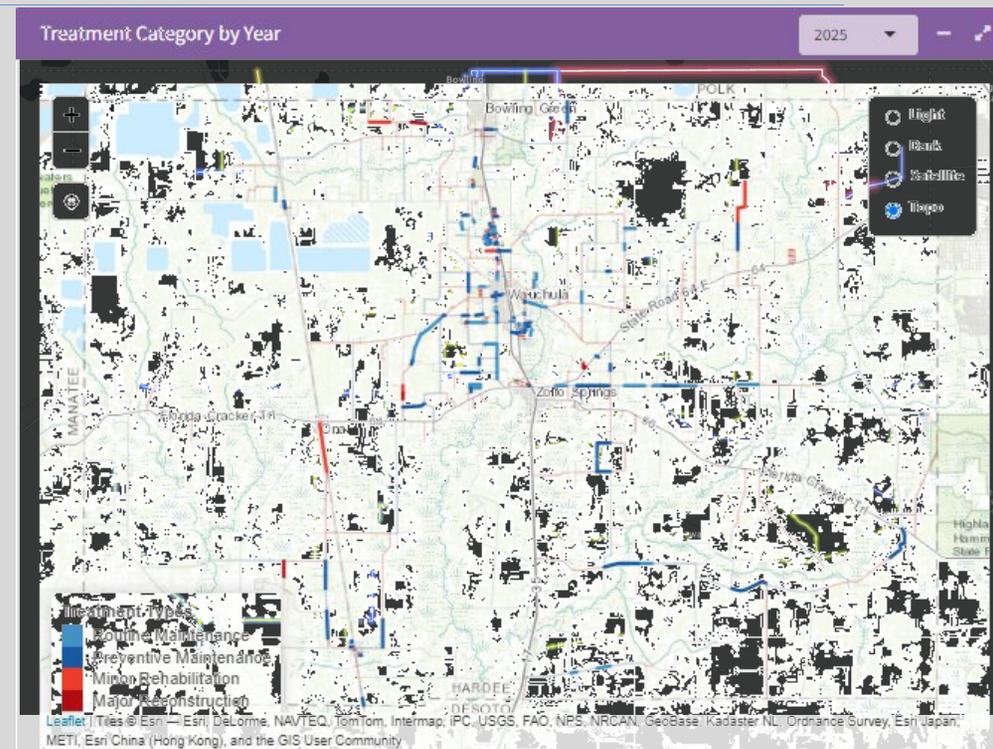
- How much do we need to budget?
- Break even vs improve
- Realistic costs – not just material costs

## Prioritization/Project Planning

- Cost of Deferral
- Cost Benefit Value

- Condition
- Street Type
- AADT
- Custom Fields

- Treatment Recommendations



# Paved Roads - Planning Results

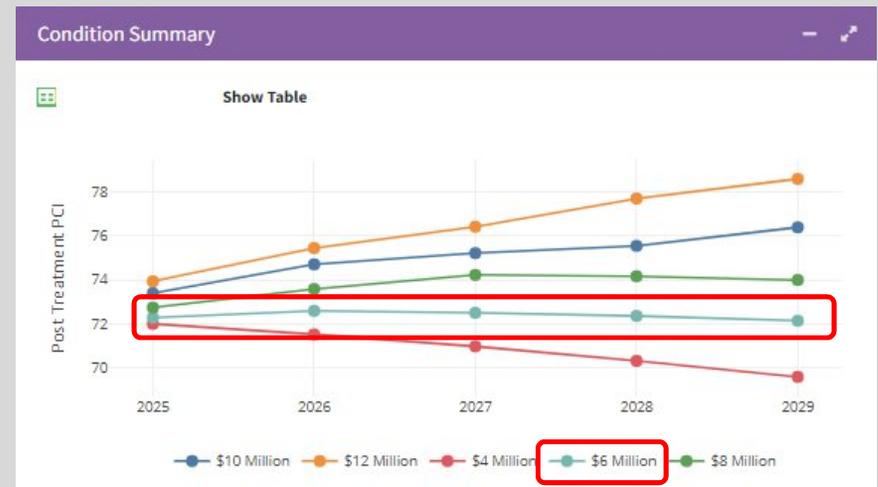
## Budget Analysis

- How much do we need to budget?

Condition Summary

Show Chart

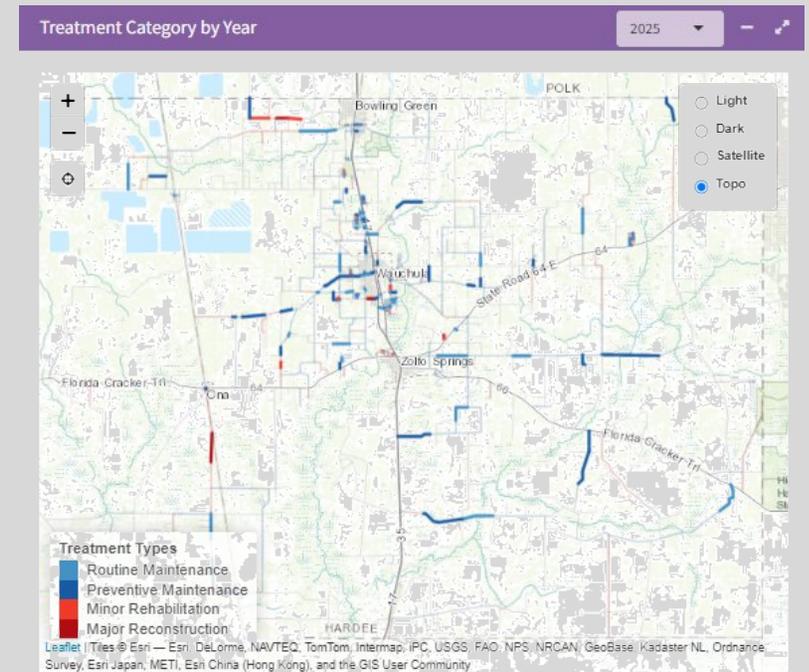
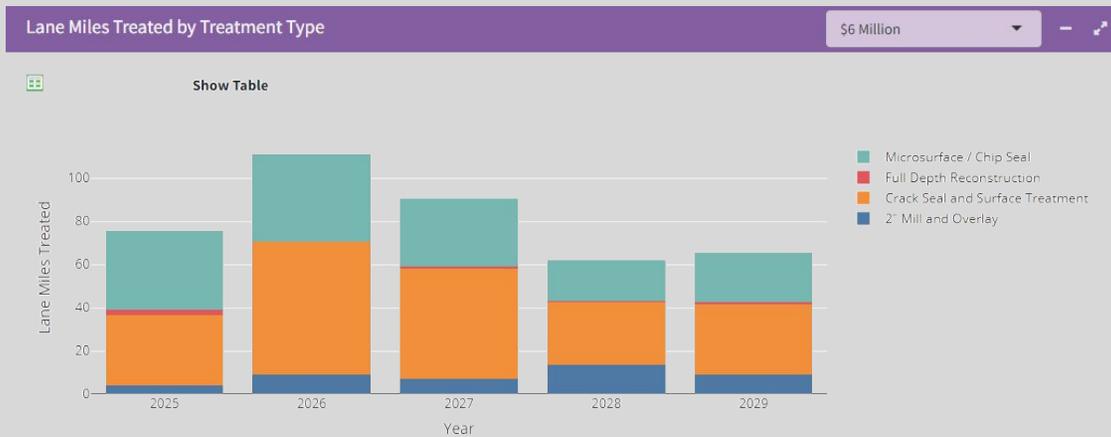
scenario	2025	2026	2027	2028	2029
\$12 Million	73.93	75.44	76.41	77.69	78.58
\$10 Million	73.39	74.7	75.21	75.54	76.38
\$8 Million	72.74	73.58	74.22	74.16	73.99
\$6 Million	72.28	72.59	72.5	72.36	72.14
\$4 Million	72	71.52	70.98	70.32	69.59



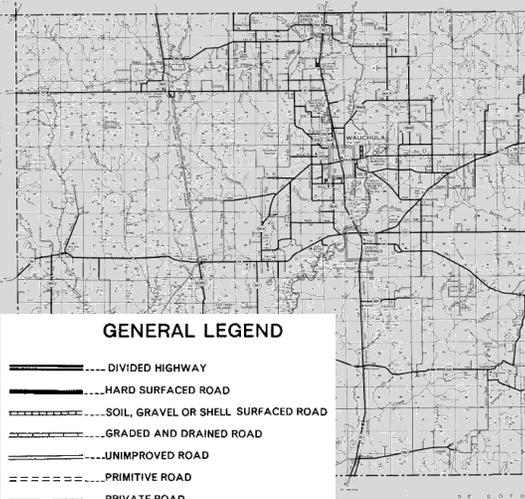
# Paved Roads - Planning Results

## Prioritization/Project Planning

- Treatment Recommendations



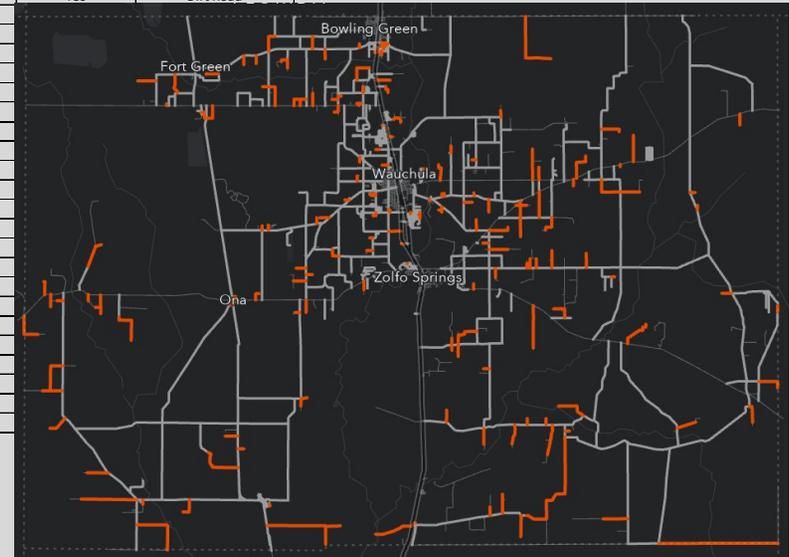
# Unpaved Roads - Developing Your Network



Historical Documents

ICC_ID	Road Name	Length	Removed From Network	Exception Reason
HARDEE::LINCOLN::010	LINCOLN ST	0.057	Yes	Dirt Road
HARDEE::COLIN::010	COLIN RD	0.752	Yes	Dirt Road
HARDEE::KEYSTONE::010	KEYSTONE AVE	0.031	Yes	Dirt Road
HARDEE::ACACIA::010	ACACIA DR	0.063		
HARDEE::MAXWELL::030	MAXWELL DR	0.182		
HARDEE::PRESCOTRD::010	PRESCOTT RD	0.272		
HARDEE::HART::010	HART RD	0.342		
HARDEE::HIMROD::010	HIMROD RD	0.999		
HARDEE::LEEAV::010	LEE AVE	0.03		
HARDEE::SKIPPER::025	SKIPPER RD	1.02		
HARDEE::RIVERSIDE::040	RIVERSIDE DR	0.028		
HARDEE::SWAILS::010	SWAILS RD	0.017		
HARDEE::STERNER::010	STERNER RD	0.125		
HARDEE::ROCKLAKE::010	ROCK LAKE TRL	0.063		
HARDEE::AIRPORT::010	AIRPORT RD	0.289		
HARDEE::SIDNEYROB::020	SIDNEY ROBERTS RD	0.708		
HARDEE::CEMETERY::010	CEMETERY RD	0.006		
HARDEE::SOLOMON::010	SOLOMON RD	0.194		
HARDEE::RACCOON::010	RACCOON RD	0.003		
HARDEE::OLIVEBRNCH::015	OLIVE BRANCH RD	0.248		
HARDEE::TORREY::010	TORREY RD	0.109		
HARDEE::MAXWELL::020	MAXWELL DR	0.079		
HARDEE::KENMCLEOD::010	KEN MCLEOD RD	0.31		
HARDEE::EDWARDSPEA::010	EDWARDS PEACE DR	0.005		
HARDEE::OAKGRVCEM::010	OAK GROVE CEMETERY RD	0.013		

Automated Collection Feedback

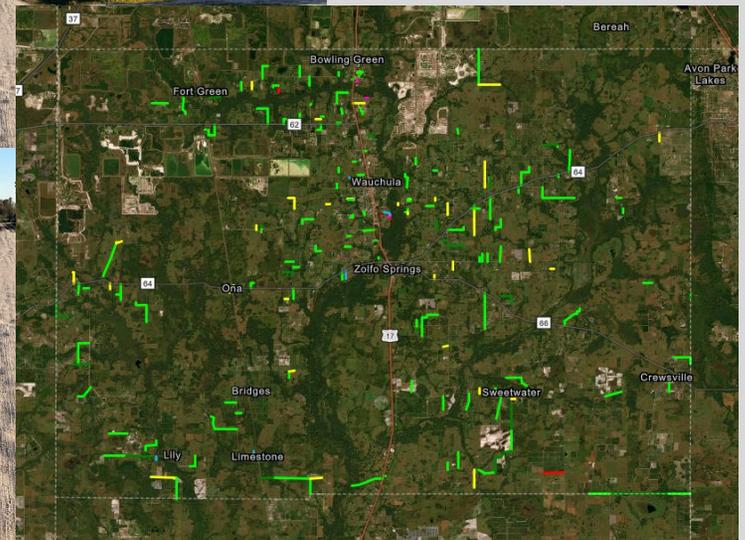


Establish Network

# Unpaved Roads - Visual Assessment

## PASER Conditions

- 1-4 Rating
- Grading, Profile and Ride, Drainage, Access, etc.



Pavement Surface Evaluation and Rating

### PASER Manual

✓ 3 - GOOD  
**Unimproved Roads**

May have some limited grading, crown or drainage.  
Slight rutting, less than 3 inches deep.  
Very low potholes, little washboarding.

Compaction is as to match  
poles across and stable around  
edges. In repair sections, use  
of loose aggregate.

Regular maintenance and  
grading helpful.

EXAMPLES

- A. Good surface, but  
potholes, washboarding.
- B. Sealing cracks, good  
compaction, loose aggregate  
fill.
- C. No potholes, but  
washboarding, loose  
aggregate.
- D. No potholes, slight  
rutting, loose aggregate  
fill.

TC Trans  
Info  
University of



# Unpaved Roads Network Data

Surface Type



Network Limits



# Unpaved Roads - When to Pave?

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Total Unpaved Streets – 96 centerline miles

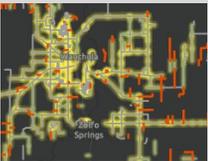


Bus Routes



Connectivity

Through Streets vs Dead End



AADT



Condition Rating

PASER of 2 or below

# Unpaved Roads - Results

Total Paving Costs – \$153 million

- ~\$1.5 million / mile

Street Name	Street From	Street To	Condition Priority Score	Traffic Priority Score	Bus Priority Score	Connectivity Priority Score	Total Priority Score	Length - miles	Width (ft)	Area (SY)	Paving Unit Cost (\$/SY)	Paving Cost
JOHN CARLTON RD	MOFFITT RD	SASSER RD	0	5	4	10	20	1.26	18	13,258	\$ 150	\$ 1,988,637
CAPTIVA AVE	HARDEE ST	MANATEE ST	0	8	0	10	18	0.05	18	520	\$ 150	\$ 78,000
CAUSEY RD	ALTMAN RD	USHIGHWAY 17 SOUTH	0	7	0	10	17	0.51	16	4,755	\$ 150	\$ 713,249
SKITKA RD	STEVE RD	COLIN POUCHERRD	5	0	0	10	15	0.50	18	5,302	\$ 150	\$ 795,252
OLIVE BRANCH RD	OLIVE BRANCH CEMETERY RD	END	10	4	0	0	14	0.26	18	2,768	\$ 150	\$ 415,231
ODEN RD	DOCKSIDE LN	VANDOLAH RD	0	4	0	10	14	0.13	18	1,354	\$ 150	\$ 203,068
BAILEY RD, N.	MAIN ST, E	END	5	9	0	0	14	1.24	17	12,371	\$ 150	\$ 1,855,718
CAPTIVA AVE	MANATEE ST	DADE ST	0	4	0	10	14	0.05	18	520	\$ 150	\$ 78,000
BARLOW RD, S	STATE ROAD 64 EAST	COLIN POUCHERRD	0	0	3	10	13	1.04	20	12,177	\$ 150	\$ 1,826,581
MAXWELL DR	0.1 mi E of LILY LN	0.3 mi E of LILY LN	0	10	2	0	12	0.10	20	1,143	\$ 150	\$ 171,422
SKITKA RD	STATE ROAD 64 EAST	STEVE RD	0	2	0	10	12	0.16	18	1,694	\$ 150	\$ 254,134
CAPTIVA AVE	DADE ST	LEE ST	0	2	0	10	12	0.05	18	520	\$ 150	\$ 78,000
MURRAY RD	MURRAY RD	USHIGHWAY 17 NORTH	0	2	0	10	12	0.10	20	1,137	\$ 150	\$ 170,574
BAILES RD	STEVE ROBERTS SPECIAL	END	5	7	0	0	12	0.38	17	3,758	\$ 150	\$ 563,764
FISH BRANCH RD	1.3 mi S of CREWSVILLE RD	PIERCE RD	0	2	0	10	12	1.00	20	11,689	\$ 150	\$ 1,753,347

# Unpaved Roads – Results Summary

Total Unpaved Streets – 96 centerline miles



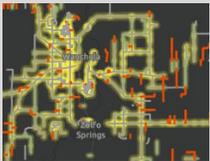
## Bus Routes

Bus Routes – 8 segments; 4.9 miles; \$8 million



## Connectivity

Through Streets (non dead-end) – 30 segments; 19.5 miles; \$33 million



## AADT

AADT > 100 = 8 segments; 4.7 miles; \$7 million



## Condition Rating

PASER of 2 or below – 41 segments; 14.7 miles; \$22 million



# Item Cover Page

**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Community Development Department

**ITEM TYPE:** Business Agenda

**AGENDA SECTION:** **BUSINESS AGENDA - Ordinances:**

**SUBJECT:** **Todd Miller, Community Development Director - Ordinance 2024-08, Torrey Community Overlay**

**SUGGESTED ACTION:**

- Motion to approve first reading of Ordinance 2024-08, An Ordinance of the Board of County Commissioners of Hardee County, Florida, amending section 3 of the Hardee County Unified Land Development Code to create section 3.06.00 and subsections providing regulations creating overlay districts and establishing an overlay district for the Torrey Community; providing for repeal, conflicts, severability, codification and for an effective date.

**ATTACHMENTS:**  
[03 Ordinance 2024-08 Torrey Community Overlay.docx](#)



26 Section 2. Repeal. Upon Adoption, Ordinance No. 2024-08 shall provide new  
27 regulations specific to overlays in Section 3.06.00 and subsections of the County's Land  
28 Development Code as provided for herein.

29 Section 3. Replace/Amendment. Section 3.06.00 and subsections the County's Land  
30 Development Code are hereby provided as follows:

31 **Section 3.06.00 Overlay Districts**

32 A. Purpose and Intent

33 An Overlay District is a zoning tool that provides specific design standards for development in a  
34 designated area. An overlay district is used to either protect the pre-existing character of an area or  
35 to create a character that would not otherwise be possible through the enforcement of the existing  
36 development standards of the current zoning district.

37  
38 Overlay districts provide development standards and guidelines in addition to zoning standards that  
39 are typically above and beyond those already established. The boundaries of an overlay district  
40 may or may not coincide with the boundaries of an underlying zoning district, and in some cases  
41 may cover more than one underlying zoning district.

42  
43 B. Applicability

44 Overlays typically provide specific development criteria for an area and may be more restrictive or  
45 permit exceptions. Regulations applicable to the underlying zoning district remain in full force and  
46 effect except where superseded herein. Where there is a provision not expressed in the underlying  
47 zoning district, or where a provision herein is in conflict with the underlying zoning regulations, the  
48 provision of the overlay district shall supersede and regulate the development. Where a regulation is  
49 more restrictive in other Sections of this Code, the more restrictive regulation shall apply.

50  
51 C. Overlay Districts

52 Overlay districts within this Code include:

53  
54 1. Torrey Community Overlay District

55  
56 3.06.01 Torrey Community Overlay District

57 A. Purpose and Intent

58 The purpose of the Torrey Community Overlay District is to encourage development, redevelopment,  
59 and investment in areas with existing and planned infrastructure investments as a means of achieving  
60 balanced growth, efficient land use, and cost-effective delivery of public services. The provisions of  
61 this district recognize the economic challenges inherent in developing successful properties and  
62 provide an alternative zoning option to promote private investment within the Torrey Community.  
63 The Torrey Community Overlay District is a planning tool to guide the development of the Torrey  
64 Community.

65  
66 B. Applicability

67 As of the adoption of this Torrey Community Overlay District on XXXX, the standards and guidelines  
68 of this section are effective and apply to new development.

69  
70

- 71 C. District Objectives
- 72 1. Accommodate growth within the Torrey Community area by encouraging and facilitating new
- 73 development on vacant and underutilized land within areas that already have or planned
- 74 infrastructure, utilities, and public facilities.
- 75
- 76 2. Provide development standards and incentives that stimulate infill and redevelopment.
- 77
- 78 3. Provide an environment that promotes safe pedestrian access and connections between
- 79 developments and more pedestrian-scale amenities.
- 80
- 81 4. Create the opportunity to enhance property values and increase economic and financial benefits
- 82 to the County, business owners, and property owners.
- 83
- 84 5. Provide clear, understandable, predictable, and consistent development standards that promote
- 85 compatibility between existing and future development.
- 86
- 87 6. Encourage development of needed housing near employment and services.
- 88
- 89 7. Encourage the development of flexible space for small and emerging businesses.
- 90

91 D. Boundary Map

92 The boundaries of the Torrey Community Overlay are depicted on the Official Zoning Map.

93 E. Development Design Guidelines and Standards

- 94 1. General Design Principles. The following design principles highlight important concepts in the
- 95 establishment of the Torrey Community Overlay District. These principles provide the foundation
- 96 for the specific design standards and guidelines.
- 97
- 98 a. Design for the Human Scale. Create a sense of place that is interesting, safe, walkable,
- 99 comfortable, and attractive to residents, businesses, shoppers, and other visitors.
- 100
- 101 b. Design Character. The Guidelines are designed to provide guidance for property owners,
- 102 architects, and developers that result in a unique and harmonious physical area.
- 103
- 104 c. Mixed Uses. The Guidelines support the Land Development Code, which provide for a mix of
- 105 residential, commercial, and employment land uses.
- 106
- 107 d. Property Values and Investment. The Guidelines provide elements of design that are aimed
- 108 at encouraging business development, attracting residents and visitors, and protecting the
- 109 overall value and investment of property in the Torrey Community area.
- 110

111 F. Connections and Cross-Access

112 a. Pedestrian Access

- 113
- 114 1. Direct ADA-compliant pedestrian access should be provided from the public sidewalk to the
- 115 primary operable entrance of the business with a minimum of 5-foot sidewalk or by clearly
- 116 delineated crosswalks through vehicular parking areas.
- 117

118 2. Cross-access connectivity is encouraged between adjacent lots for future pedestrian  
119 interconnectivity. Such connections should be constructed of a paved or other approved hard  
120 surface material.

121  
122 b. Vehicular Access

123  
124 1. Driveway improvements are encouraged to facilitate existing and future interconnection of  
125 parking areas with adjacent lots.

126  
127 2. Continuous drive aisles between adjacent lots are encouraged.

128  
129 3. Driveway stub-outs should be extended to adjacent property lines to provide future  
130 interconnectivity where applicable. Stub-outs providing shared access across property lines  
131 may be utilized and shall require a property owner agreement. All access/easement  
132 agreements shall be recorded with the Hardee County Clerk of Courts prior to final approval  
133 of a site development plan or subdivision plan.

134  
135 G. Multipurpose Trails and Paths

136 Collector roads shall include right-of-way for paths. Developers shall construct path segments  
137 adjacent to the proposed development. The paths are part of a coordinated trail and multiuse path  
138 system that provides interconnectivity for the entire planning area.

139  
140 On existing roads in developed areas, trails should be added to the extent that right of way is available.  
141 If right of way is not available in developed areas, paved shoulders at least five (5) feet wide may be  
142 substituted. Trails are not required (but are encouraged) within private gated communities, and along  
143 low traffic neighborhood roads.

144  
145 H. Access Management Standards

146 1. Access to arterial roads shall be managed through the use of, service roads (including frontage  
147 and backage roads) and access roads in a manner that protects the taxpayer's investment in the  
148 road system by reducing traffic impacts. Developers shall use to the greatest extent possible  
149 shared drives, service roads, and linked parking lots.

150  
151 2. Access to individual parcel(s) as part of an overall project, either requested for approval at one  
152 time or over a cumulative basis, shall be by an internal road system, frontage roads, cross-access  
153 easements, shared ingress/egress access easements, or some combination of these, off of a main  
154 access to a collector or arterial road.

155  
156 I. Residential Driveways and Parking Spaces

157 Residential driveways for new lots on an existing collector or arterial road and new collector and  
158 arterial roads shall be prohibited. Driveways in proposed developments will be serviced by internal  
159 (public or private) community roadways. All parking spaces shall be accessed by a drive aisle and shall  
160 not have direct access to collectors and arterial roads.

164 J. Traffic Circulation System (within Developments)  
165 Traffic circulation system within developments shall be designed utilizing a network system that will  
166 be open to the public. The network may incorporate a grid system, a curvilinear design pattern and  
167 traffic circles where appropriate. The design of the circulation system shall encourage internal  
168 capture of road trips, thereby preserving capacity on the existing exterior arterials. Gated  
169 communities may be permitted. Ownership of the arterial, collector and local roadway system may  
170 be held by an appropriate governmental entity, community development district, master  
171 homeowners' association, or a combination thereof.

172  
173 K. Outdoor Storage and Screening

- 174 1. Outdoor storage may be allowed to the rear and sides of the lot.  
175  
176 2. On corner lots, outdoor storage may not extend toward the road frontage by more than one half  
177 the length of the building structure in the rear yard or forward of the front building line in the side  
178 yard.  
179  
180 3. Outdoor storage for multiple buildings shall only be permitted behind the front building line of  
181 the building that is farthest from any street.  
182  
183 4. All outdoor storage shall be screened from off-site view.  
184  
185 5. Any exterior garbage receptacles, dumpsters, or mechanical equipment for commercial,  
186 industrial, or multifamily development must be placed on a suitable slab and screened from view  
187 of any right-of-way or residential use with one hundred (100) percent opaque material which is  
188 compatible with the front façade of the principal structure. In addition, garbage receptacles and  
189 dumpsters must be located on private property and be accessible for service. Such trash  
190 receptacles shall not interfere with the required parking.  
191

192 Section 4. Conflicts. All Sections or parts of Sections of the County Code of  
193 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in  
194 conflict with this Ordinance are repealed to the extent of such conflict.

195 Section 5. Severability. That the provisions of this Ordinance are declared to be  
196 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be  
197 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining  
198 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being  
199 the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

200 Section 6. Codification. That it is the intention of the Board, and it is hereby ordained  
201 that the provisions of this Ordinance shall become and be made a part of the County Code, that  
202 the sections of this Ordinance may be renumbered or relettered to accomplish such intentions,  
203 and that the word Ordinance shall be changed to Section or other appropriate word.

204 Section 7. Effective Date. That this Ordinance shall become effective immediately  
205 upon adoption on second reading.

206 PASSED ON FIRST READING on the 17<sup>th</sup> day of October, 2024.

207 PASSED AND ADOPTED ON SECOND READING this \_\_ day of November, 2024.

208

209 [SIGNATURE PAGE TO FOLLOW]

210

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---

D. RENEE WYATT, CHAIR

ATTEST:

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VICTORIA L. ROGERS  
EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

---

SARAH JOHNSTON  
COUNTY ATTORNEY



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Community Development Department

**ITEM TYPE:** Business Agenda

**AGENDA SECTION:** **BUSINESS AGENDA - Ordinances:**

**SUBJECT:** **Todd Miller, Community Development Director - Ordinance 2024-09, Comp Plan Amendment**

**SUGGESTED ACTION:**

- Motion to approve Ordinance 2024-09, An Ordinance of the Board of County Commissioners of Hardee County, Florida, regarding land development, amending the adopted future land use map of the 2030 Hardee County Comprehensive Plan within the unincorporated area; changing the future land use designation of approximately 2.16 +/- acres from agriculture to residential mixed use future land use category; providing for a legal description; providing for severability, and providing for an effective date.

**ATTACHMENTS:**  
[Ord. No. 2024-09--Agenda Packet \(1\).pdf](#)

# AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

Contact Person Todd Miller/Jorden Eisenstein Phone (863) 767 1964

Email todd.miller@hardeecounty.net Fax n/a

I request the following item be placed on the 10/17/2024 agenda under the following category:  
(date of meeting)

- Appointment  County Manager, Non-Consent  
 Consent  County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:

Todd Miller- Community Development Director- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:

Hardee County Comprehensive Plan Amendment.

Ordinance 2024-09 signatures.

Check if no action is required:

Will item impact budget/funding per fiscal year?  YES /  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:

Ordinance 2024-09 to be signed by the Chairperson.

Return Ordinance 2024-09 to the Community Development Department to be recorded.

\*\* 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](mailto:holly.smith@hardeecounty.net).\*\*

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

Hardee County BOCC, 412 W Orange St, Suite 103, Wauchula, FL 33873

**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](http://hardeecountyfl.gov)

**To:** Hardee County Board of County Commissioners  
**Through:** Terry Atchley, County Manager; Douglas Baber, Assistant  
County Manager; Brandy Crawford, Executive Assistant  
**From:** Todd Miller, Community Development Director  
**Subject:** Small Scale Amendment to the Future Land Use Map of the  
2030 Hardee County Comprehensive Plan  
**Date:** September 24, 2024

---

The applicant, Mr. William Paul Wilkerson, is requesting approval of a small scale amendment to the Future Land Use Map of the 2030 Hardee County Comprehensive Plan to change the Future Land Use designation of a 2.16 +/- acre parcel from Agriculture Future Land Use to Residential Mixed Use Future Land Use.

The request is being made with the intent of allowing the reduction of the parcel from 2.16 acres to a minimum of 1.00 acre, which is currently prohibited by the Agriculture Future Land Use category maximum density of 1 unit per 2 gross acres.

**ORDINANCE NO. 2024-09  
HARDEE COUNTY, FLORIDA**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT, AMENDING THE ADOPTED FUTURE LAND USE MAP OF THE 2030 HARDEE COUNTY COMPREHENSIVE PLAN WITHIN THE UNINCORPORATED AREA; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 2.16 +/- ACRES FROM AGRICULTURE TO RESIDENTIAL MIXED USE FUTURE LAND USE CATEGORY; PROVIDING FOR A LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, William Paul Wilkerson, hereinafter referred to as the “Applicant” has submitted an application to amend the Future Land Use of approximately 2.16 +/- acres from Agriculture to Residential Mixed Use; and

WHEREAS, the Planning and Development Division staff, after reviewing the Hardee County Comprehensive Plan and the Unified Land Development Code, has recommended approval of the application, as described in the staff report; and,

WHEREAS, the Hardee County Planning and Zoning Board, after due public notice, held a public hearing on Thursday, October 3, 2024 to consider the request, received the staff report and recommendation for approval, and considered the criteria for approval as contained in the Hardee County Comprehensive Plan and in the Unified Land Development Code, received public input, and offered a recommendation of approval to the Board of County Commissioners of Hardee County, Florida; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida after due public notice, held a PUBLIC HEARING on October 17, 2024 for **Ordinance No. 2024-09** to consider the proposed modification of the Future Land Use map changing the Future Land Use designation of approximately 2.16+/- acres from Agriculture to Residential Mixed Use, land being owned by the Applicant, and that are legally described as:

Parcel Identification Number: # 19-33-25-0000-06280-0000

WHEREAS, pursuant to and consistent with the requirements of Section 125.66, FLORIDA STATUTES, and Chapter 163, FLORIDA STATUTES, the Board of County Commissioners of Hardee County, Florida has advertised and held public hearings as required, and with public notice having been provided to obtain public comment; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida has considered all written and oral comments received during such public hearings; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida has determined that this comprehensive plan amendment would be consistent with the Hardee County Comprehensive Plan as well as the Hardee County Unified Land Development Code.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA that:**

**Section 01.**

The currently adopted HARDEE COUNTY FUTURE LAND USE MAP is amended to show a modification of the Future Land Use designation of approximately 2.16+/- acres from Agriculture to Residential Mixed Use, whose lands are legally described in this Ordinance, and depicted in Exhibit 1 attached hereto.

**Section 02.**

SEVERABILITY. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 03.**

EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption in accordance with law.

**PASSED AND ADOPTED** in regular session, by the Board of County Commissioners of Hardee County, Florida on the \_\_\_ day of \_\_\_\_\_, 2024.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
HARDEE COUNTY, FLORIDA

\_\_\_\_\_  
Dawn "Renee" Wyatt, Chair

\_\_\_\_\_  
Victoria L Rogers  
Ex-Officio Clerk to the Board of County Commissioners

### Wilkerson - 840 SR 62

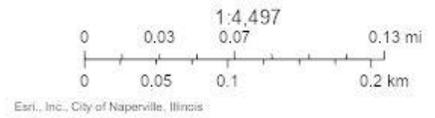
Parcel Identification Numbers:

# 19-33-25-0000-06280-0000



9/24/2024, 11:15:22 AM

- Address Point
- Owner Parcels



Hardee County GIS  
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HARDEE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT

<b>Agenda No:</b>	<b>24-66</b>
<b>Ordinance No:</b>	<b>Ordinance 2024-09</b>
<b>Request:</b>	Applicant initiated request to amend the Future Land Use designation of a 2.16 +/- acre parcel from Agriculture to Residential Mixed Use
<b>Property Owners:</b>	<b>William Paul Wilkerson</b> 1334 Wilkerson Rd Bowling Green, FL 33834
<b>Location:</b>	On the north side of State Road 62, east of Polk Road.
<b>Parcel Identification No.: &amp; Site Size:</b>	# 19-33-25-0000-06280-0000; 2.16 +/- acres
<b>Future Land Use</b>	Agriculture
<b>Zoning:</b>	F-R (Farm Residential)
<b>Surrounding Land Use:</b>	Agriculture FLU on all adjacent properties to the north and west; Residential Mixed Use FLU on adjacent properties to the east and south,
<b>Surrounding Zoning:</b>	F-R (Farm Residential) on all adjacent properties to the north, west and east; A-1 (Agriculture) to the south.
<b>Staff Recommendation:</b>	Staff recommends <b>APPROVAL</b> to the Planning/Zoning Board to amend the Future Land Use designation from Agriculture to Residential Mixed Use on a 2.16 +/- acre parcel of land located on the north side of State road 62, east of Polk Road, as <b>ORDINANCE NO. 2024-09</b> and recommends the Board recommend <b>APPROVAL</b> of the Comprehensive Plan Amendment request as <b>ORDINANCE NO. 2024-09</b> to the Board of County Commissioners.

**History:**

The subject parcel was created through the Single-Lot-Split application process and received administrative approval on 12/13/2022.

Currently, the subject parcel has an Agriculture Future Land Use designation. Given that the Agriculture Future Land Use designation does not allow densities over 1 unit per 2 gross acres, the applicant must first apply to modify the Future Land Use designation of the property from Agriculture to Residential Mixed Use in order to achieve an overall density of 1 dwelling unit per acre. Therefore, the property owner has submitted the subject comprehensive plan amendment application.

**Findings of Fact:**

- *The subject property is located in the Agriculture future land use category;*
- *The subject property is located in the Farm Residential (F-R) zoning district;*
- *The submitted application is for Parcel ID Nos. # 19-33-25-0000-06280-0000;*
- *The subject properties are located on the north side of State Road 62, and east of Polk Road;*
- *The most recent traffic counts (2023) for State Road 62 are 5800 trips (daily count).*
- *The subject property is not currently served by public water and sewer and will be required to provide private well and septic tanks for each lot.*

- *Best available information shows no wetlands or flood zone on the parcel.*

### STANDARDS OF EVALUATION

The Planning and Zoning Board shall review every Comprehensive Plan Amendment. In reviewing and formulating recommendations to the Board of County Commissioners on proposed Amendments to the Comprehensive Plan, and particularly, the Future Land Use Element and Future Land Use Map, the Planning and Zoning Board shall specifically consider and evaluate the proposed amendments against the following standards:

1. The proposed Comprehensive Plan Amendment is consistent with the goals of the Hardee County Comprehensive Plan. Objectives and policies of the Comprehensive Plan may be proposed for modification by the Amendment;

*Staff Comment: The proposed amendment and associated development is consistent with Policy L1.10 of the Comprehensive Plan, which designates the Residential Mixed Use Future Land Use category as an area where residential development is the primary use, with a density of 12 dwelling units per gross acre. Furthermore, the proposed development located directly adjacent to the properties with a Residential Mixed Use future land use designation.. (see attached FLU map)*

2. The proposed Comprehensive Plan Amendment contains an analysis of the Levels of Service for all public facilities and services; identifies the timing of improvements to maintain Levels of Service established by the Comprehensive Plan; and estimates the cost of such improvements to the County and to the developer;

*Staff Comment: The proposed amendment and associated development application addresses concurrency Levels of Service, and notes that all LOS standards will be met. Specifically, the proposed residential lot is of sufficient size to adequately provide private water and wastewater services onsite. In addition, the established parks and recreation LOS is not being degraded with the proposed development, nor will the solid waste capacity be diminished with the additional generation. Traffic generation will be less than 10 ADT.*

3. In the case of a proposed Comprehensive Plan Amendment to the Future Land Use Map, the proposed Land Use Classification at the proposed location has been analyzed to identify adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibilities and the general welfare of the County. Said analysis must address land uses as they now exist, and as they may exist in the future, as a result of the implementation of the goals, objectives and policies of the Comprehensive Plan; and contains objectives and policies to mitigate or eliminate adverse impacts;

*Staff Comment: The proposed modification of the Future Land Use from Agriculture to Residential Mixed Use is compatible with the existing land use patterns and Future Land Use designations. To the east of the subject property is the Village Green Estates community along SR 62, which has a Residential Mixed Use Future Land Use classification and an F-R zoning designation. In addition, adjacent to the parcels of the property are pockets of residential homes and agricultural pastures. The proposed modification is, therefore, consistent with the character of the community and the surrounding zoning and land use categories.*

4. The proposed Comprehensive Plan Amendment contains an analysis of community need for the development associated with the Amendment. The analysis is based on existing and proposed uses of a similar nature in the County, and an assessment of the need to provide or maintain a proper mix of uses within Hardee County;
  - a. The proposed Comprehensive Plan Amendment shall not result in either a detrimental over concentration of a particular use within the County or within the immediate area;

*Staff Comment: The proposed Future Land Use amendment would only impact the subject 2.16 +/- acre parcel to place one residential dwelling and therefore the Future Land Use*

*amendment would not result in an overconcentration of a particular use, as there are no changes being made to its current use.*

- b. The Comprehensive Plan Amendment contains sufficient proof to convince the Planning and Zoning Board and the Board of County Commissioners that the proposed Comprehensive Plan Amendment and Land Use Classification supplants the analysis that supported the establishment of the existing Land Use Classification.

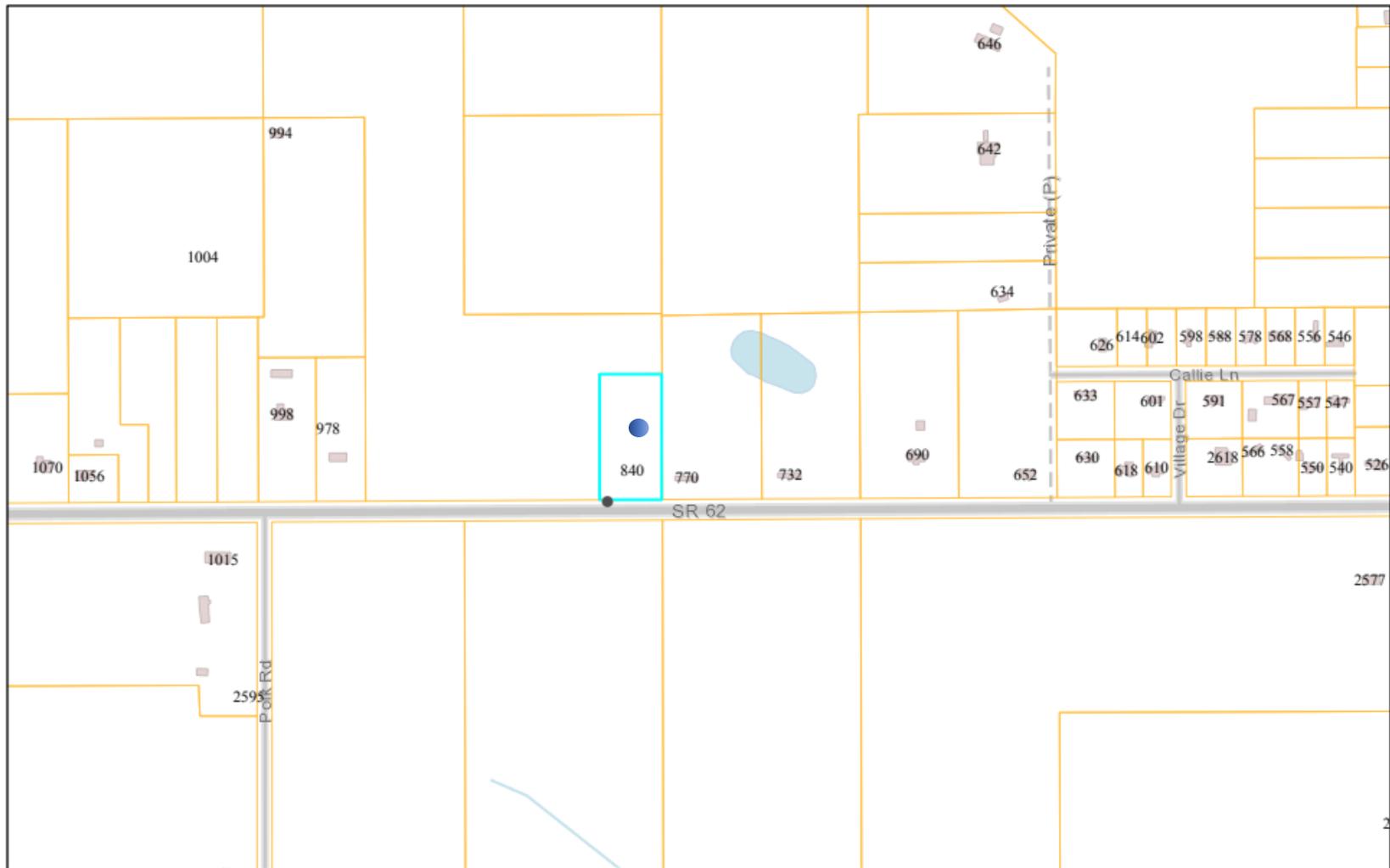
*Staff Comment: Using the information provided in items 1-4(a) of this staff report, the change of land use is appropriate and provides no conflicts with the surrounding land uses..*

**Recommendation:**

Staff recommends **APPROVAL** to the Planning/Zoning Board to amend the Future Land Use designation from Agriculture to Residential Mixed Use on a 2.16 +/- acre parcel of land located on the north side of State Road 62, east of Polk Road, as **ORDINANCE NO. 2024-09** and recommends the Board recommend **APPROVAL** of the Comprehensive Plan Amendment request as **ORDINANCE NO. 2024-09** to the Board of County Commissioners.

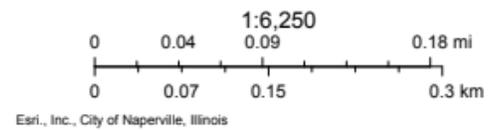
Attachments:      Location Map  
                         Zoning Map  
                         FLU Map

# Comp Plan Amendment Location Map

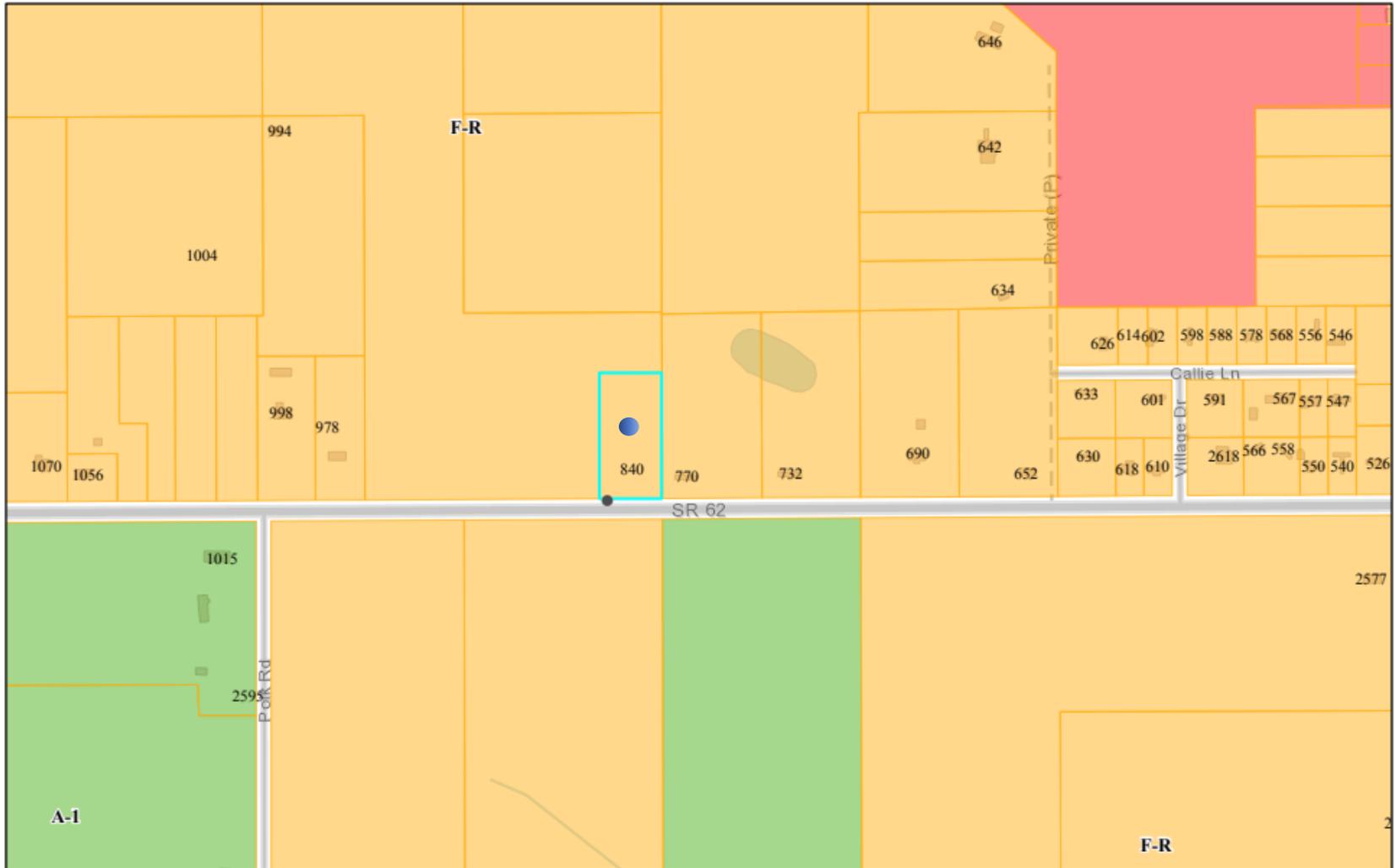


9/13/2024, 12:02:09 PM

- Address Point
- Owner Parcels



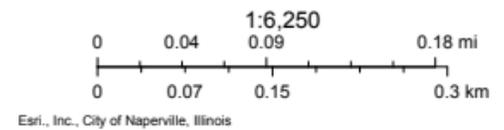
### Comp Plan Amendment Zoning Map



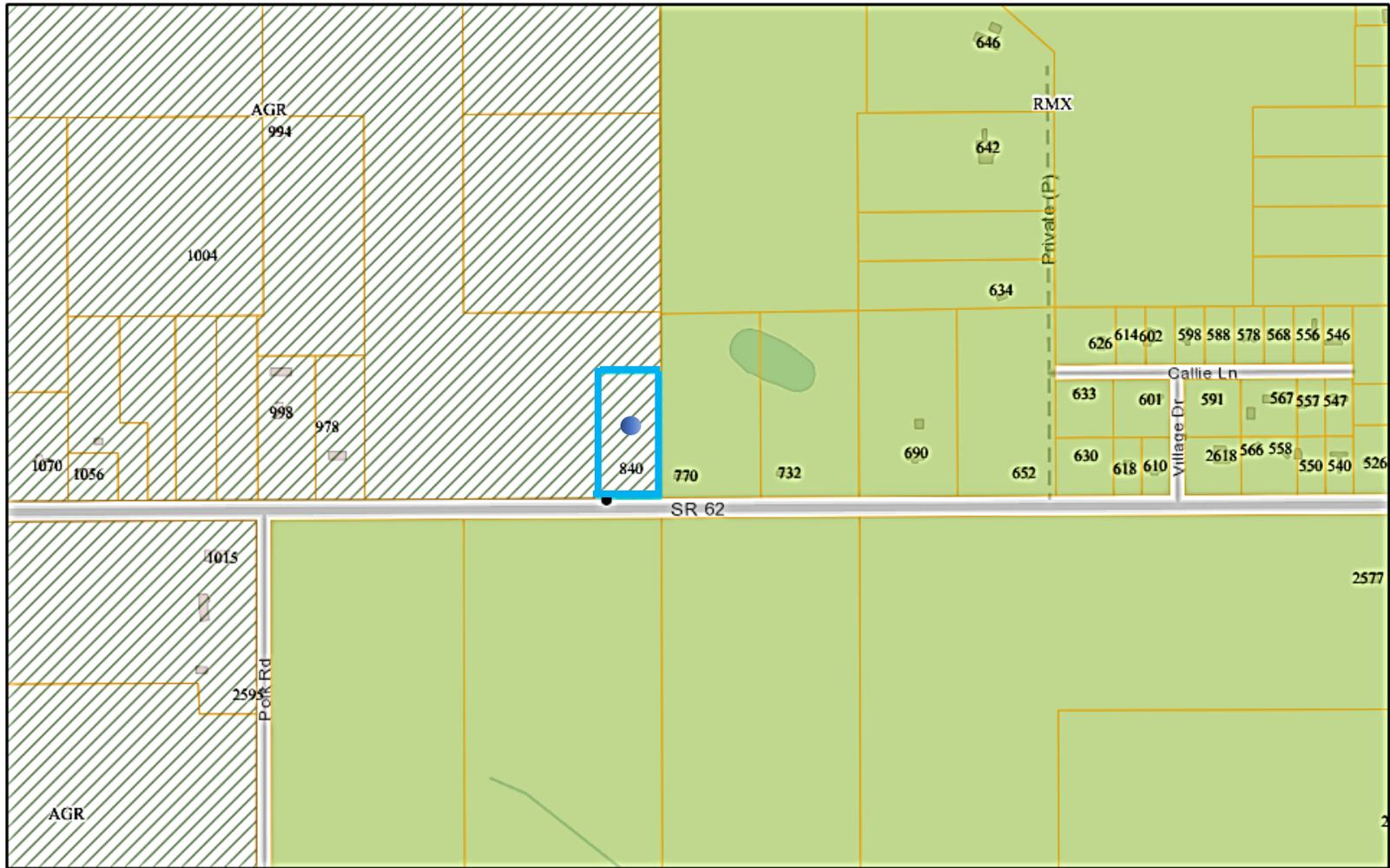
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Address Point    Zoning

Owner Parcels    A-1 - (Agriculture)    F-R - (Farm Residential)    R-2 - (Two-Family Residential)

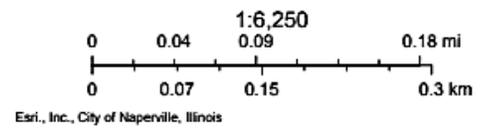


### Comp Plan Amendment FLU Map



9/13/2024, 11:41:28 AM

- Address Point
- Owner Parcels
- Future Land Use
  - AGRICULTURE
  - RESIDENTIAL MIXED USE



Hardee County GIS  
 © 2017 Hardee County GIS ALL RIGHTS RESERVED

HARDEE COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

COMPREHENSIVE PLAN AMENDMENT

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

Agenda No. 24-66  
Ordinance No. \_\_\_\_\_  
P/Z Board Public Hearing: 10/03  
BoCC Public Hearing: 10/17



APPLICATION FEE

- Text--\$2,500
- FLUMAP—Large-Scale—20.01 ac or more—\$5,000
- FLUMAP—Medium Scale—10.01-20 ac—\$2,500
- FLUMAP—Small-Scale—Up to 10 ac--\$1,000  
600.00

Hardee County Unified Land Development Code Section: 9.03.00 and 8.06.00  
Planning and Zoning Board will hear and make a recommendation to the Board of County Commissioners

Filing an application is not a guarantee of approval.

Property Owner/Title Holder Name William Paul Wilkerson  
 Property Owner/Title Holder/Mailing Address 1334 Wilkerson Rd Bowling Green FL 3834  
 Property Owner/Title Holder/Telephone No 863-113-4400 863-304-2254 cell

Property is identified under Parcel I.D./Folio No. 19-33-25-0000-06280-0000

Zoning F-R

Future Land Use District AGR

Acres currently 2.16 requesting 1.16

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

Property has been family owned for 100 years. We request to split the current parcel into a 1 acre parcel.

Requirements

- property record card;
- legible aerial map;
- copy of deed;
- a description of the proposed comprehensive plan amendment, specifying the goals and objectives;
- a description of the policies of the Comprehensive Plan that are to be modified;
- data and analysis that supports the change applied for, specifically, new data that would alter the assumptions in the Comprehensive Plan and would, therefore, justify the Comprehensive Plan Amendment of a goal, objective or policy.
- other

HARDEE COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

COMPREHENSIVE PLAN AMENDMENT

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

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."



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

8/13/24

Date

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

Date

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

Date

Office Use Only

Receipt No. 2000791

500.00  
Application Fees

Received By

8-29-24  
Date

This Instrument Prepared by:  
Dorothy Conerly  
Mid South Title Services, LLC  
123 South 9th Avenue  
Wauchula, FL 33873  
as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):  
19-33-25-0000-06280-0000  
File No.: 2024070717

## WARRANTY DEED

This Warranty Deed, Made the 14<sup>th</sup> day of August, 2024, by William Paul Wilkerson and Wade Paul Wilkerson, whose post office address is: 829 Bostick Road, Bowling Green, FL 33834, hereinafter called the "Grantor", to William Paul Wilkerson, whose post office address is: 829 Bostick Road, Bowling Green, FL 33834, hereinafter called the "Grantee".

**WITNESSETH:** That said Grantor, for and in consideration of the sum of **Ten Dollars and No Cents (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Hardee County, Florida**, to wit:

A portion of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 19, Township 33 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:  
Begin at the Southeast corner of said SE 1/4 of the SE 1/4 of the NE 1/4 for the Point of Beginning; thence N 00°15'08" W, along the East line of said SE 1/4 of the SE 1/4 of the NE 1/4, a distance of 450.42 feet; thence S 89°36'55" W, and parallel with the South line of said SE 1/4 of the SE 1/4 of the NE 1/4, a distance of 208.71 feet; thence S 00°15'08" E, and parallel with said East line, a distance of 450.42 feet to said South line; thence N 89°36'55" E, along said South line, a distance of 208.71 feet to the Point of Beginning.  
Subject to State Road Right-of-Way along the South 33 feet thereof.

Together with any and all improvements located thereon.

The property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) or any member of the household of Grantor(s) reside thereon.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2023, reservations, restrictions and easements of record, if any.  
*(The terms "Grantor" and "Grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)*

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES  
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

[Signature]  
Witness 1 Signature

[Signature]  
William Paul Wilkerson

Witness 1 Printed Name and Post Office Address:

James Kyle Oakley  
175 Bostwick Rd  
Bowling Green FL 33834

[Signature]  
Wade Paul Wilkerson

[Signature]  
Witness 2 Signature

Witness 2 Printed Name and Post Office Address:

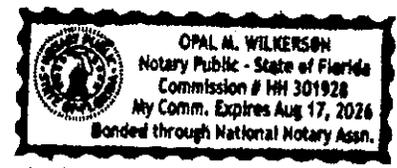
Belinda Klein  
PO Box 1902  
Wauchula, FL 33873

State of Florida  
County of Hardee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1<sup>st</sup> day of August, 2024 by William Paul Wilkerson and Wade Paul Wilkerson. He/She/They is/are  Personally Known OR  Produced \_\_\_\_\_ as Identification.

[Signature]  
Notary Public Signature  
Printed Name: Opal M Wilkerson  
My Commission Expires: 8/17/2026

(SEAL)



Online Notary (Check Box if acknowledgment done by Online Notarization)

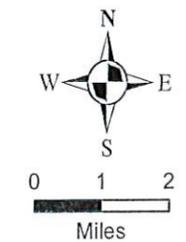
# HARDEE COUNTY - 2030 FUTURE LAND USE MAP

## General Legend

-  Hardee County Municipalities
-  Parcels
-  US Highways
-  State Roads
-  County Roads
-  Local Roads
-  Railroads
-  Water Bodies

## Hardee County FLU 2030

-  AGRICULTURE
-  CONSERVATION
-  RECREATION
-  RESIDENTIAL LOW
-  RESIDENTIAL MEDIUM
-  RESIDENTIAL HIGH
-  RESIDENTIAL MIXED USE
-  HIGHWAY MIXED USE
-  TOWN CENTER
-  PUBLIC INSTITUTIONAL
-  RURAL CENTER
-  RURAL VILLAGE
-  INDUSTRIAL
-  COMMERCE PARK

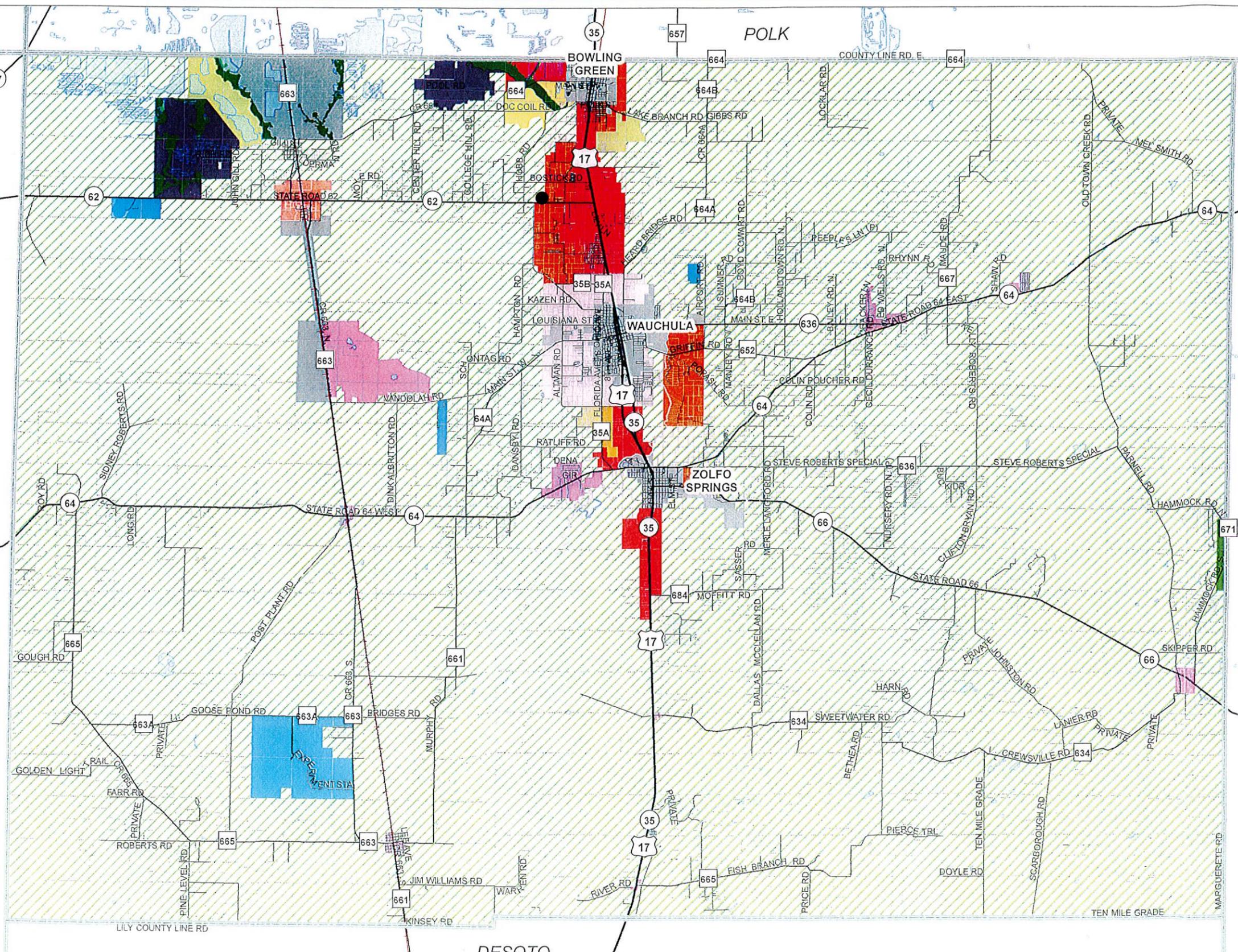


CENTRAL FLORIDA REGIONAL PLANNING COUNCIL  
 555 East Church Street, Barlow, FL 33830-3931  
 P.O. Box 2089, Barlow, FL 33831-2089  
 (863) 534-7130 • SUNCOM 515-2025  
 Fax (863) 534-7138 • Toll Free (800) 297-8041  
 www.cfrpc.org

Future Land Use Updated per  
 Ordinance no. 2014-13  
 November 6, 2014

DISCLAIMER:  
 The information on this map should be considered conceptual and subject to change. This map is not a survey.

Data Sources:  
 Central Florida Regional Planning Council  
 Florida Department of Transportation  
 Hardee County Property Appraiser  
 Hardee County





# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Community Development Department

**ITEM TYPE:** Business Agenda

**AGENDA SECTION:** **BUSINESS AGENDA - Ordinances:**

**SUBJECT:** **Todd Miller, Community Development Director - Ordinance 2024-10, Medical Marijuana Dispensing Facility Ban**

**SUGGESTED ACTION:**  
 - Motion to approve first reading of Ordinance 2024-10, An Ordinance of the Board of County Commissioners of Hardee County, Florida, creating subsection 2.20.22, Hardee County Land Development Code, prohibiting medical marijuana treatment center dispensing facilities within Hardee County; providing legislative findings; providing for repeal, conflicts, severability, codification and for an effective date.

**ATTACHMENTS:**  
[Ordinance 2024-10 Ban of Medical Marijuana Dispensing Facilities.docx](#)



31 (B) Definition. For purposes of this section, the term “Medical Marijuana Treatment Center  
32 Dispensing Facility” means any facility where medical marijuana, or any product derived  
33 therefrom, is dispensed.

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

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

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

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

48 PASSED ON FIRST READING on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

49 PASSED AND ADOPTED ON SECOND READING this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

50  
51 [SIGNATURE PAGE TO FOLLOW]  
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D. RENEE WYATT, CHAIR

ATTEST:

---

VICTORIA L. ROGERS  
EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

---

SARAH JOHNSTON  
COUNTY ATTORNEY



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Community Development Department

**ITEM TYPE:** Business Agenda

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

**SUBJECT:** **Lorie Ayers, General Services Director & Jennifer Codo-Salisbury, Central Florida Regional Planning Council - Local Mitigation Strategy (LMS) interlocal agreement**

**SUGGESTED ACTION:**

- Motion to approve the interlocal agreement between the Central Florida Regional Planning Council (CFRPC) and the Hardee County Board of County Commissioners to update the 2020 Hardee County Local Mitigation Strategy (LMS), in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

**ATTACHMENTS:**  
[LMS Update CFRPC Interlocal Agreement 101724.pdf](#)



**TO:** Hardee County Board of County Commissioners  
**PREPARED BY:** Central Florida Regional Planning Council  
**DATE:** October 17, 2024  
**RE:** CFRPC PAS Contract for Update to Hardee County LMS

---

**SUMMARY INFORMATION:**

The Florida Department of Economic Opportunity (DEO) has awarded Hardee County \$45,000 to update the 2020 Hardee County Local Mitigation Strategy.

The Local Mitigation Strategy is required to be updated every seven years. The current LMS Plan expires on April 9, 2024.

The attached Interlocal Agreement will permit the Central Florida Regional Planning Council to assist the Hardee County Local Mitigation Strategy Working Group in completing the required update to the Local Mitigation Plan.

**Agenda Item Attachments**

- Funding and Program Agreement with the Florida Commerce
- Interlocal Agreement with the Central Florida Regional Planning Council

**COMMUNITY PLANNING TECHNICAL ASSISTANCE  
GRANT AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE**

**THIS GRANT AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and **Hardee County Board of County Commissioners** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective as of July 1, 2024 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2025 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

**B. FUNDING**

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Forty-Five Thousand Dollars and Zero Cents (\$45,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)).

**C. ELECTRONIC FUNDS TRANSFER**

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

**D. RENEGOTIATION OR MODIFICATION**

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

## Commerce Agreement No. #P0523

**E. AUDIT REQUIREMENTS AND COMPLIANCE**

- 1. Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
- 2. Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

**F. RECORDS AND INFORMATION RELEASE**

- 1. Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
- 2. Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
- 3. Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement.

**Commerce Agreement No. #P0523**

Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.** IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

**G. TERMINATION AND FORCE MAJEURE**

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

**Commerce Agreement No. #P0523**

withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar 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) within five (5) calendar days after the date Grantee first had reason to believe that a delay

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could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

**H. BUSINESS WITH PUBLIC ENTITIES**

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

**I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*****J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of

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Florida, Department of Commerce.” If the sponsorship reference is in written material, the words “State of Florida, Department of Commerce” shall appear in the same size letters or type as the name of the organization.

**K. INVOICES AND PAYMENTS**

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
  - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
  - b. Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee’s invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
  - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
  - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
3. At Commerce’s or the State’s option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S.,

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provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

**L. RETURN OR RECOUPMENT OF FUNDS**

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

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4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

**M. INSURANCE**

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

## N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

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notification, but only after receipt of Commerce’s written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, “breach of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

**O. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

**P. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

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shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

**Q. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

**R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)****S. CONSTRUCTION AND INTERPRETATION**

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

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of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**T. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

**U. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

**V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.

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2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

**W. NOTIFICATIONS OF INSTANCES OF FRAUD**

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

**X. NON-DISCRIMINATION**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

**Y. ASSIGNMENTS AND SUBCONTRACTS**

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses

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and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, 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 Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

**Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.**

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

**AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

**BB. IDENTIFICATION**

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE**

**Grantee’s Agreement Manager:**

Lorie Ayers  
412 West Orange Street, Suite 201  
Wauchula, Florida 33873  
Telephone: 863 – 773 – 6349  
[Lorie.ayers@hardeecountyfl.gov](mailto:Lorie.ayers@hardeecountyfl.gov)

**COMMERCE’s Agreement Manager:**

Paige Lay  
Florida Department of Commerce  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4120  
Telephone: (850) 921-3250  
Facsimile: (850) 717-8522  
Email: [Paige.Lay@commerce.fl.gov](mailto:Paige.Lay@commerce.fl.gov)

**DD. NOTICES**

The Parties’ respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties’ discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**Remainder of this page left intentionally blank; Attachments to follow after signature page**

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE

HARDEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

By J. Alex Kelly  
Signature  
J. Alex Kelly  
Title Secretary  
Date 10/2/2024

By Terry Atchley  
Signature  
Terry Atchley  
Title County Manager  
Date 09/25/2024

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE

By: Ashanti Breden

Approved Date: 10/2/2024

**Attachment 1**  
**SCOPE OF WORK**

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2345 Chapter 2024-231 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** The Hardee County Board of County Commissioners (“Grantee”) shall prepare a 2025 update to the Hardee County 2020 Local Mitigation Strategy Plan (LMS). The update shall be based upon and consistent with the requirements of Rule 27P-22.005, Florida Administrative Code (F.A.C.), for a local mitigation strategy. Grantee shall prepare a complete Florida Review Tool for Hardee County and conduct stakeholder meetings and public meetings to seek input on the project.
3. **GRANTEE’S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the Agreement Period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

**A. Deliverable 1.** *Project Kick-off Meeting; Subcontract or Notice;*

Grantee shall:

1. Conduct a project kick-off meeting to provide an overview of the grant project and solicit input from the meeting attendees regarding the project. Grantee shall invite the following stakeholders to the kick-off meeting: (1) all Hardee County departments; (2) municipalities in Hardee County; and (3) any other parties at the discretion of the Grantee. Grantee shall prepare a meeting agenda and meeting presentation materials suitable to provide a general overview of the project. Grantee shall prepare a written narrative summary of the kick-off meeting and input received from the attendees.
2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

**B. Deliverable 2.** *Florida Review Tool; Public Meeting; Preliminary Draft Hardee County 2025 LMS; Subcontract or Notice;*

Grantee shall:

1. Review the existing 2020 Hardee County LMS to determine what sections need to be included, removed or updated based upon and consistent with the requirements of Rule 27P-22.005,

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F.A.C., for a local mitigation strategy. The review shall be conducted by the Grantee in coordination with appropriate Hardee County Department staff through a series of meetings. Prepare the Florida Review Tool for Hardee County that is consistent with the requirements of the Federal Emergency Management Agency's Local Mitigation Planning Policy Guide (FP 206-21-0002) effective April 19, 2023 as well as the Florida Division of Emergency Management's LMS Update Manual 2023 Edition.

2. Conduct at least one (1) advertised public meeting in Hardee County to provide an overview of the grant project and solicit input from the meeting attendees regarding the project. For each public meeting, Grantee shall prepare a meeting public notice, meeting agenda and meeting presentation materials suitable to provide a general overview of the project. Grantee shall prepare a written narrative summary of the public input received at the public meeting(s).
3. Prepare a preliminary draft Hardee County 2025 LMS that is based upon the completed Florida Review Tool and the public meeting(s) (results of Sections 3.B.1. and 3.B.2. of this Scope of Work) and includes, at minimum, the following components consistent with the requirements of Rule 27P-22.005, F.A.C.: (1) a description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances, or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies; (2) a description of the methods used to engage private sector participation; (3) a statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation; (4) a description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County; (5) a hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible; (6) a statement of procedures used to set the order of priority for projects based on project variable which shall include technical and financial feasibility; (7) a list of approved projects in order of priority with estimated costs and associated funding sources; (8) a list of critical facilities that must remain operational during and after a disaster; (9) a list of repetitive loss structures; and (10) maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures. Grantee shall prepare the preliminary draft Hardee County 2025 LMS in coordination with appropriate Hardee County Department staff through one or more meetings.
4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

**C. Deliverable 3. Review Meeting; Public Meeting, Final Draft Hardee County 2025 LMS; Subcontract or Notice;**

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Grantee shall:

1. Conduct a "preliminary draft review meeting" to present the preliminary draft Hardee County 2025 LMS and to solicit input regarding the preliminary draft Hardee County 2025 LMS. Grantee shall invite the following stakeholders to the preliminary draft review meeting: (1) all Hardee County departments; (2) municipalities in Hardee County; and (3) any other parties at the discretion of the Grantee. Grantee shall prepare a meeting agenda and any Grantee meeting presentation materials. Grantee shall prepare a written narrative summary of the input received at the meeting.
2. Conduct at least one (1) advertised public meeting in Hardee County to present the preliminary draft Hardee County 2025 LMS and solicit input from the meeting attendees regarding the preliminary Hardee County 2025 LMS. For each public meeting, Grantee shall prepare a meeting public notice, meeting agenda and meeting presentation materials suitable to provide a general overview of the project. Grantee shall prepare a written narrative summary of the public input received at the public meeting(s).
3. Prepare a final draft Hardee County 2025 LMS that is based upon the preliminary draft Hardee County 2025 LMS (results of Section 3.B.3 of this Scope of Work) and the results of the preliminary draft review meeting and public meeting(s) (results of Sections 3.C.1 and 3.C.2 of this Scope of Work) and includes, at minimum, the following components consistent with the requirements of Rule 27P-22.005, F.A.C.: (1) a description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances and programs with recommendations to correct those deficiencies; (2) a description of the methods used to engage private sector participation; (3) a statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation; (4) a description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County; (5) a hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible; (6) a statement of procedures used to set the order of priority for projects based on project variable which shall include technical and financial feasibility; (7) a list of approved projects in order of priority with estimated costs and associated funding sources; (8) a list of critical facilities that must remain operational during and after a disaster; (9) a list of repetitive loss structures; and (10) maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures. Grantee shall prepare the final draft Hardee County 2025 LMS in coordination with appropriate Hardee County Department staff through one or more meetings.
4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not

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entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

- 4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of Grantee’s pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- 5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p><b>Deliverable 1. Project Kick-off Meeting; Subcontract or Notice;</b></p> <p>Grantee shall (1) conduct a Project Kick-off Meeting and prepare meeting agenda, meeting presentation materials and summary of meeting and input received; and (2) provide a copy of a subcontract, amendment to a subcontract, or notice, in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date: <b>September 30, 2024</b></p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of meeting agenda, Grantee meeting presentation materials, summary of meeting and summary of input received from attendees.</li> <li>2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>	<p>\$10,000.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p><b>Deliverable 2.</b> <i>Florida Review Tool; Public Meeting; Preliminary Draft Hardee County 2025 LMS; Subcontract or Notice;</i></p> <p>Grantee shall (1) prepare the Florida Review Tool for Hardee County; (2) prepare public meeting(s) public notice, agenda, any Grantee presentation materials, and conduct a public meeting(s) and prepare written narrative summary of public input received at the public meeting(s); (3) prepare a preliminary draft Hardee County 2025 LMS; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice, in accordance with Section 3.B. of this Scope of Work.</p> <p>Deliverable due date: <b>October 31, 2024</b></p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of the Florida Review Tool completed for Hardee County.</li> <li>2. Copy of public meeting(s) notice, agenda, any Grantee presentation materials, and written narrative summary of public input received at the meeting(s).</li> <li>3. Preliminary draft Hardee County 2025 LMS.</li> <li>4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$30,000.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p><b>Deliverable 3.</b> <i>Review Meeting; Public Meeting; Final Draft Hardee County 2025 LMS; Subcontract or Notice;</i></p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p>	<p>\$5,000.00</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

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<p>Grantee shall (1) conduct a preliminary draft review meeting and prepare a meeting agenda, prepare any Grantee meeting presentation materials and prepare a summary of input received at the meeting; (2) prepare public meeting(s) public notice, agenda, any Grantee presentation materials, and conduct a public meeting(s) and prepare written narrative summary of public input received at the public meeting(s); (3) prepare a final draft Hardee County 2025 LMS; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice, in accordance with Section 3.C. of this Scope of Work.</p> <p>Deliverable due date: <b>May 30, 2025</b></p>	<ol style="list-style-type: none"> <li>1. Copy of Preliminary Draft Review Meeting agenda, any Grantee meeting presentation materials and summary of input received at meeting.</li> <li>2. Copy of public meeting(s) public notice, agenda, any Grantee presentation materials, and written narrative summary of public input received at the meeting(s)</li> <li>3. Final draft Hardee County 2025 LMS.</li> <li>4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>		
<p><b>Total Amount Not to Exceed \$45,000.00</b></p>			

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce’s written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce’s Agreement Manager when submitting reimbursement request documents for payment. Grantee shall

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be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The “deliverable due date” is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

**10. INVOICE SUBMITTAL AND PAYMENT.**

- A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce’s Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by Commerce to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee’s employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee’s employee(s).**

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- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
1. Grantee's name and address;
  2. Grantee's federal employer identification number;
  3. the Agreement number;
  4. the Grantee's invoice number;
  5. an invoice date;
  6. the dates of service;
  7. the deliverable number;
  8. a description of the deliverable;
  9. a statement that the deliverable has been completed; and
  10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
1. **For Work Performed by a Subcontractor:**
    - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
    - b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
    - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).
  2. **For Work Performed by Grantee's Employees:**
    - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
    - b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
      - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
      - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
    - c. Invoices or receipts for other direct costs.
    - d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

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- F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.
- G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.**

Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at [CPTADeliverables@commerce.fl.gov](mailto:CPTADeliverables@commerce.fl.gov) and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

**12. FINANCIAL CONSEQUENCES.**

- A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by

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Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

**13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT.** Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

**14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

**15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement.

**Commerce Agreement No. #P0523**

Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
- C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- 16. ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.
- 17. NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.
- 18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:
- A. Stop work under this Agreement on the date and to the extent specified in the notice;
  - B. Complete performance of such part of the work as shall not have been terminated by Commerce;
  - C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and
  - D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

**Commerce Agreement No. #P0523**

**19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

**Remainder of Page Intentionally Left Blank**

Attachment 1-A – Invoice: Grantee’s Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE’S NAME: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_

FEIN: \_\_\_\_\_

INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

TO:

Florida Department of Commerce  
Division of Community Development  
Attn.: Paige Lay  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

FOR:

[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<p>Dates of Service: _____</p> <p>Deliverable ____ Completed: [copy description of the deliverable from Scope of Work, Section 3]</p> <p>Category expenditures:</p> <p>Contractual Services</p>	<p>\$__</p>
<b>TOTAL</b>	<b>\$__</b>

Attachment 1-B – Invoice: Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: \_\_\_\_\_  
FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
Florida Department of Commerce  
Division of Community Development  
Attn.: Paige Lay  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**  
[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<p><b>Dates of Service:</b> _____</p> <p><b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]</p> <p><u>Category expenditures:</u></p> <p>Salaries \$ __</p> <p>Fringe Benefits \$ __</p> <p>Travel \$ __</p> <p>Postage \$ __</p> <p>[other direct costs: identify them] \$ __</p>	
<b>TOTAL</b>	\$ __

Attachment 1-C – Invoice: Combination of Grantee’s Subcontractor(s) and Grantee’s Employee(s)

INVOICE

GRANTEE’S NAME: \_\_\_\_\_  
FEIN: \_\_\_\_\_

INVOICE NO.: \_\_\_\_\_  
INVOICE DATE: \_\_\_\_\_

Agreement No.: \_\_\_\_\_

**TO:**  
Florida Department of Commerce  
Division of Community Development  
Attn.: Paige Lay  
107 East Madison Street  
Caldwell Building, MSC 160  
Tallahassee, FL 32399

**FOR:**  
[Grantee name]  
[Grantee address]  
[Grantee phone number]

DESCRIPTION	AMOUNT
<b>Dates of Service:</b> _____	
<b>Deliverable _____ Completed:</b> [copy description of the deliverable from Scope of Work, Section 3]	
<u>Category expenditures:</u>	
Contractual Services	\$__
Salaries	\$__
Fringe Benefits	\$__
Travel	\$__
Postage	\$__
[other direct costs: identify them]	\$__
<b>TOTAL</b>	\$__

Attachment 1-D – Grant Agreement Final Closeout Form

**Ron DeSantis**  
GOVERNOR

**GRANT  
AGREEMENT FINAL  
CLOSEOUT FORM**

**J. Alex Kelly**  
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

**Section A: Financial Reconciliation**

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

**Section B: Statement of Recipient Income**

<input type="radio"/> There was no recipient income earned under this contract. <input type="radio"/> The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
<b>Total Program Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Section C: Property Inventory Certification**

<input type="radio"/> No tangible property was purchased in the contract period. <input type="radio"/> All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

**Section D: Recipient Certification**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

**Section E: COMMERCE Internal Review and Approval**

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

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**Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form**

**Attachment 1-E will be provided after execution of this Agreement**

## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce 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 or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff 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 nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. 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 §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 \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 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 other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce 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

**Commerce Agreement No. #P0523**

financial assistance received from Commerce, 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. For 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), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If 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 s. 215.97, F.S., the cost of the audit must be paid from the nonstate 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).

**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.)*

**INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A**

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 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.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
  - a. Commerce at each of the following addresses:

Electronic copies (preferred): <u><a href="mailto:Audit@commerce.fl.gov">Audit@commerce.fl.gov</a></u>	or	Paper (hard copy): Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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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 (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

**EXHIBIT 1 to Attachment 2**

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

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

N/A

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

N/A

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

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ 45,000.00**

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

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**ATTACHMENT 3  
Audit Compliance Certification**

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

FEIN: \_\_\_\_\_ Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)?  Yes  No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**INTERLOCAL AGREEMENT**

**BETWEEN**

**Central Florida Regional Planning Council (COUNCIL)**

**and**

**Hardee County, a political subdivision of the State of Florida (COUNTY)**

This Interlocal Agreement (“Agreement”), entered into as of the Effective Date as set forth below, pursuant to and in compliance with the “Florida Interlocal Cooperation Act of 1969,” Section 163.01, Florida Statutes (referred to herein as “the Act”), by the Central Florida Regional Planning Council (referred to herein as the “COUNCIL”), a Florida state agency existing and operating pursuant to the “Florida Regional Planning Council Act,” Sections 186.501-186.513, Florida Statutes, and Hardee County, a political subdivision of the State of Florida, (referred to herein as the “COUNTY”). The COUNCIL and the COUNTY shall collectively be referred to herein as “PARTIES”.

**BACKGROUND**

The COUNTY desires to engage the COUNCIL to provide all work and professional planning services (collectively, the “Services”) necessary to deliver the following: 1) Local Mitigation Strategy Plan Update Kick-off Meeting for Hardee County and its Municipalities; 2) Draft 2025 Local Mitigation Strategy Plan for submission to the Florida Division of Emergency Management; and 3) Final 2025 Local Mitigation Strategy for Adoption. The Services are detailed in Attachment A – Scope of Work and made a part of this Agreement. The COUNCIL desires to provide all such Services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties hereto do mutually agree as follows:

**I. GENERAL**

The COUNTY contracts with the COUNCIL to provide the Services described and required under this Agreement.

**II. SCOPE OF WORK**

The COUNCIL shall perform, in a satisfactory and proper manner, the Services detailed in Attachment A–Scope of Work and shall satisfy all requirements of the guidelines specified therein.

**III. COMPENSATION**

This is a fixed fee agreement. As consideration for performance of all work necessary to render the Services to the COUNTY, the COUNTY shall pay COUNCIL a fixed fee of **\$45,000.00 (forty-five thousand dollars)**. Payment shall be made in three (3) installments to correspond with the three (3) deliverables payable within forty-five (45) days after the date the COUNTY receives the required deliverable and an acceptable completed invoice from the COUNCIL. Payments will be due as follows:

<b>Deliverable</b>	<b>Deliverable Date</b>	<b>Deliverable Cost</b>
1	September 30, 2024	\$ 10,000.00
2	October 31, 2024	\$ 30,000.00
3	May 30, 2025	\$ 5,000.00

All fees and payments for Services in addition to those stated in the Scope of Work shall be negotiated between the Parties with any changes incorporated into a written modification as described in Section V below.

**IV. PERIOD OF AGREEMENT**

The services of the COUNCIL are to commence upon execution of this Agreement. Work shall be complete by May 30, 2025.

**V. MODIFICATION OF AGREEMENT**

- A. Either Party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds payable under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the COUNTY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. To be effective any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

**VI. TERMINATION**

- A. Either Party may terminate this Agreement without cause with a minimum of thirty (30) days prior written notice to the other Party. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- B. In the event the Agreement is terminated COUNCIL will be reimbursed in an amount commensurate with the work it had satisfactorily completed as of the effective date of termination based on the tasks contained in the Scope of Work and corresponding hourly costs of the employees involved in completing the work. Provided, however, the COUNTY shall not be required to pay COUNCIL an amount in excess of the cost of each Deliverable as stated in Section III above.

Upon receipt of the termination payment, the COUNCIL shall deliver all work product to the COUNTY as stated in Section X.

**VII. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE**

- A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- B. This Agreement shall be governed in all respect by the laws of the State of Florida and any legal action by either party against the other concerning this Agreement shall be filed in Polk County, Florida, which shall be deemed proper jurisdiction and venue for the action.

**VIII. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel, consultants, or other special service providers necessary to perform the Services under this Agreement.
- B. The COUNCIL shall continuously staff the work necessary to perform the Services with COUNCIL personnel or appropriate consultants as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

**IX. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request by the COUNCIL, and to the extent permitted by all applicable laws, rules, and regulations, the COUNTY shall provide to the COUNCIL all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

**X. RIGHT TO WORK PRODUCTS**

Copies of all works products shall become the property of the COUNTY.

**XI. ASSIGNMENT**

This Agreement shall not be assignable.

**XII. NOTICE AND CONTACT**

The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement including without limitation, providing notices of default and/or termination. Notices shall be effective upon receipt or upon refusal to accept receipt of the notice.

- A. The representative of the COUNTY responsible for the administration of this Agreement is:

Mr. Lane Schneider  
Emergency Management Director  
Hardee County Emergency Management

404 W. Orange Street  
Wauchula, FL 33873  
Phone: 863-773-7038  
E-Mail: [lane.schneider@hardeecounty.net](mailto:lane.schneider@hardeecounty.net)

- B. The representative of the COUNCIL responsible for the administration of this Agreement is:

Ms. Jennifer Codo-Salisbury  
Executive Director  
Central Florida Regional Planning Council  
555 East Church Street  
Bartow, FL 33830  
Phone: (863) 534-7130, ext. 178  
Fax: (863) 534-7138  
E-Mail: [jcodosalisbury@cfrpc.org](mailto:jcodosalisbury@cfrpc.org)

- C. In the event that the representatives change, notice of the name, title, and address of the new representative should be provided to the other Party's representative.

### **XIII. TERMS AND CONDITIONS**

This Agreement and attachment incorporated by reference constitute all the terms and conditions agreed upon by the parties.

### **XIV. PUBLIC RECORDS**

- A. Public Records Law. If COUNCIL meets the definition of "Contractor" in Section 119.0701(1)(a), Florida Statutes, COUNCIL shall comply with the following:

1. COUNCIL acknowledges COUNTY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. COUNCIL further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, COUNCIL shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
2. Without in any manner limiting the generality of the foregoing, to the extent applicable, COUNCIL acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - a. keep and maintain public records required by COUNTY to perform the services required under this Agreement;
  - b. upon request from the COUNTY's Custodian of Public Records or his/her designee, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. 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 term of this Agreement and following completion of this Agreement if COUNCIL does not transfer the records to COUNTY; and
- d. upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the service. If COUNCIL transfers all public records to COUNTY upon completion of this Agreement, COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COUNCIL keeps and maintains public records upon completion of this Agreement, COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY.

**B. IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT COORDINATOR  
HARDEE COUNTY  
412 W. ORANGE ST, ROOM 103  
WAUCHULA, FL 33873  
TELEPHONE: (863) 773-9430  
EMAIL: [BCC@HARDEECOUNTY.NET](mailto:BCC@HARDEECOUNTY.NET)**

**XV. EFFECTIVE DATE.**

The "Effective Date" of this Agreement will be the date a fully executed counterpart is filed with the Clerk of the Circuit Court of Hardee County, Florida, in accordance with Section 163.01, Florida Statutes. The COUNTY will be responsible for filing the counterparts with the Clerk and for any costs related thereto.

**IN WITNESS WHEREOF**, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the respective dates under each Party's signature.

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

By: \_\_\_\_\_  
Jennifer Codo-Salisbury, Executive Director

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
CFRPC Attorney

**HARDEE COUNTY**,  
a political subdivision of the State of Florida

**ATTEST: Victoria L. Rogers**  
**Clerk of the Circuit Court and County**  
**Comptroller**

\_\_\_\_\_  
Renee Wyatt, Chairwoman

\_\_\_\_\_  
Clerk

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

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

## **ATTACHMENT A**

### **SCOPE OF WORK**

The COUNCIL shall provide professional planning services to prepare an update of the 2020 Hardee County Local Mitigation Strategy Plan.

#### **PROJECT MANAGEMENT AND ADMINISTRATION**

The Council shall work with the Hardee LMS Working Group and participating local jurisdictions and stakeholders to revise and update the current LMS document. The LMS 5-Year Update shall:

- Coordinate with the LMS Working Group Chairman/Hardee County project liaison in preparing meeting agendas;
- Attend and participate in LMS Working Group Meetings;
- Compile information from the LMS Working Group member comments regarding the update of the LMS;
- Participate in the planning and executing of public involvement related to the LMS; and
- Update the Hardee County project liaison as the project progresses.

#### **HARDEE LMS 5-YEAR UPDATE**

The Council shall provide project management and administration throughout course of project to include, but not limited to:

- Exhibit compliance with federal, state, and local statutes and optimal adherence to relevant federal, state, and local planning guidelines;
- Reflect changes in development, progress in local mitigation efforts, and changes in priorities since the adoption of the 2020 LMS;
- Update information pertaining to the Community Rating System (CRS) Planning Process requirements to strengthen the LMS for designated jurisdictions;
- Address the requirements for FEMA, CRS, and CEMP requirements as outlined on the Florida LMS Review Tool.
- Develop a comprehensive risk analysis that can be used as the risk analysis for other emergency planning documents.
- Identify and support efforts to appropriately involve the public in the planning process; and
- Include recommended practices and procedures for plan monitoring, review, and revision.

The County shall:

- Provide all meeting minutes, summaries, and sign-in sheets for Working Group meetings that occurred since the last meeting recorded in the 2020 LMS document;
- Coordinate with the LMS Working Group members and local jurisdictions to provide jurisdiction-specific information to update the LMS document; and
- Work with the LMS Working Group to update the project list to document which projects are completed and reasons for projects being deleted or deferred for the next update.

## **PUBLIC INVOLVEMENT**

The Council shall provide facilitation assistance and participation in public involvement through activities including, but not limited to:

- Development and maintenance of a website related to the LMS update.
- Preparation, participation, and facilitation of community events/open house events which may occur as part of a larger County event (such as a hurricane preparedness workshop) to be determined by the LMS Working Group, Council, and/or the Hardee County project liaison.

## **STATE REVIEW AND APPROVAL**

The Council shall prepare the Draft LMS 5-Year Update as reviewed by the LMS Working Group for submittal to the Florida Division of Emergency Management (State) for their review. The Council shall work with the LMS Working Group to address all comments received as part of the State's review. Once the Federal Emergency Management Association (FEMA) determines the plan meets the regulation, FEMA will notify the State Hazard Mitigation Officer that the plan is approvable pending adoption.

## **APPROVAL PENDING ADOPTION DESIGNATED PLAN**

The Council shall revise the Draft LMS 5-Year Update based on public input, input from the LMS Working Group, and input from State and/or FEMA reviewers in preparation for adoption by the County. The Council will provide the final draft to the County.

The Council shall assist the County with coordination with the municipalities and Hardee County School Board for adoption of the LMS 5-Year Update by those local governments.

## **CREATION OF ADA COMPLIANT DRAFT LMS PLAN**

The Council shall generate an ADA compliant pdf document of the Draft 2025 LMS document for use by the County, LMS Working Group Members, and adopting municipalities and agencies.

## DELIVERABLES

### DELIVERABLE 1: PROJECT KICK OFF

- Tasks:
  - Kick Off Meeting;
- Deliverables:
  - Meeting Material (i.e Agenda(s), Sign-In Sheet(s), Handout(s), Map(s), Presentation(s))
  - Project Website Hyperlink

### DELIVERABLE 2: DRAFT 2025 LMS PLAN

- Tasks:
  - Complete LMS Crosswalk; and
  - Preliminary Draft 2025 LMS Plan to Hardee County.
  - Public Meetings(s)
- Deliverables:
  - Meeting Material (i.e Agenda(s), Sign-In Sheet(s), Handout(s), Map(s), Presentation(s))
  - Completed LMS Crosswalk
  - Draft 2025 Hardee County Local Mitigation Strategy Plan

### DELIVERABLE 3: ADOPTION 2025 LMS PLAN

- Tasks:
  - Preliminary Draft Review Meeting;
  - Public Meeting(s); and
  - Final Draft 2025 LMS Plan for Adoption.
- Deliverables:
  - Final 2025 Hardee County Local Mitigation Strategy Plan
  - Meeting Material (i.e Agenda(s), Sign-In Sheet(s), Handout(s), Map(s), Presentation(s))

Deliverable Number	Deliverable Tasks	Deliverable Date	Deliverable Cost
1	Kick Off Meeting	September 20, 2024	\$10,000.00
2	Attend up to four PC LMS Working Group Meetings; Attend up to two public engagement events/meetings; Complete LMS Crosswalk; Final Draft 2025 LMS Plan to Hardee County	October 31, 2024	\$30,000.00
3	Final 2025 LMS Plan for Adoption; Attend one PC LMS Working Group Meeting and one public engagement event/meeting	May 30, 2025	\$5,000.00
<b>TOTAL</b>			<b>\$45,000.00</b>



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Budget and Finance

**ITEM TYPE:** Business Agenda

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

**SUBJECT:** **Lorie Ayers, General Services Director** - Ratification of capital amendments for disaster funding.

**SUGGESTED ACTION:** - Motion to ratify the capital budget amendments as presented.

**ATTACHMENTS:**  
[Memo Amendment 101724.pdf](#)  
[Capital Amendment 101724.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:** D. Renee Wyatt, Chair  
**Through:** Terry Atchley, County Manager  
Douglas G. Baber, Assistant County Manager  
**From:** Diane Moore, Budget Manager  
**Subject:** Capital Amendments  
**Date:** October 8, 2024

---

The amendment before you is to increase anticipated reimbursements through FEMA for Federal and State Funds. The anticipated revenue is \$750,000 from Federal funds and \$250,000 from State funds.

The amendment also increases expense lines to cover the cost associated with Hurricane Melton. The following expense lines will increase.

Debris \$750,000  
Professional Services \$40,000  
Repair and Maintenance \$40,000  
Preventative Services \$40,000  
Operating Supplies \$50,000  
Buildings \$40,000  
Equipment \$40,000

<b>CAPITAL BUDGET AMENDMENTS 2024-2025</b>
--

October 17, 2024

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
111-331-000-00	Federal Grants	4,946,255.00		750,000.00		5,696,255.00	<b>FY25</b> Increase anticipated grant funds and expenses from Hurricane Milton
111-334-000-00	State Grants	-		250,000.00		250,000.00	
111-525-531-00	Milton Debris	-		750,000.00		750,000.00	
111-525-531-01	Milton Professional Services	-		40,000.00		40,000.00	
111-525-546-00	Milton Repair/Maintenance	-		40,000.00		40,000.00	
111-525-552-00	Milton Preventative Services	-		40,000.00		40,000.00	
111-525-552-01	Milton Operating Supplies	-		50,000.00		50,000.00	
111-525-562-00	Milton Buildings	-		40,000.00		40,000.00	
111-525-564-00	Milton Equipment	-		40,000.00		40,000.00	



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Hardee County Sheriff's Office

**ITEM TYPE:** Business Agenda - Action Items

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

**SUBJECT:** **Michelle McCreery, Hardee County Sheriff's Office - 911 Rural County Grant Program Application for 2025 Fall Maintenance**

**SUGGESTED ACTION:**

- Motion to approve the submission and acceptance of the 911 Rural County Grant Program Application for 2025 Fall Maintenance in the amount of \$46,000; 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:**

[911 Rural County Grant for 2025 Fall Maintenance.pdf](#)

County

Hardee

**911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$46,000

Project Title: 2025 Fall Maintenance Grant

1. Board of County Commissioners Chair: Renee Wyatt

Mailing Address: 412 W Orange St

City: Wauchula

State: Florida Zip: 33873 -

Phone: ( 863 ) 773-9430 Fax: 863-773-0958

Email Address: \_\_\_\_\_

2. County 911 Coordinator: Michelle McCreery

Mailing Address: 900 E Summitt St

City: Wauchula

State: FL Zip: 33873 -

Phone: ( 863 ) 773-03-04 Fax: 863-773-3865

Email Address:

mmccreery@hardeeso.com

County Hardee

**COUNTY INFORMATION**  
**USE 12 POINT FONT OR LEGIBLE HAND PRINTING**

3. County Fact Information

Number of PSAPs	1 Primary / 1 Back-Up
Number of Call-taking Positions per PSAP	4 at Primary / 3 At Back-Up
Equipment requested in this grant	Cisco Monitoring Hardware

4 **Financial Information:**

- a. What are the current annual costs for your 911 system (circuits, customer records hardware and software, etc.) not including maintenance  
\$173,340
- b. What are the current annual costs for maintenance of items included in 3.? \$61,038.91
- c. What is the total amount of 911 fee revenue received in the preceding year? (This does not include any special disbursement, Rural County supplements or training disbursements) \$104,942.09
- d. What is the total amount of county carryforward funding retained in the preceding fiscal year? \$0
- e. What is the total-amount of county carry forward funding your county currently has accrued. \$0
- f. Two-year maximum calculated amount for applied carryforward funding(2 times the amount calculated on your 6A, item 9) \$62,965.26

- g. Subtract the amount in 4f from the amount in 4e. (if greater than zero, i.e. positive number, this is the minimum calculated amount for applied carry forward funding) A negative number means you do not have to apply any carry-forward funds)  
\$62,965.26
  - h. If amount in 4g is greater than zero Insert that number in the Budget Report as “ carry forward funds applied “.
5. Describe your county’s existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed and current services.

Hardee county is a type 4, E911 system consisting of one primary PSAP, and one Back-up PSAP.

The Primary PSAP consists of (4) four call taker positions. PSAP is on Windows 10, using Viper 6.4 Version Software, Power911, Power Metrics (ECaTs), MAPflex 5.4, and ePrinter. We Receive Text-to-911 SMS (short message service) through the West Text Control Center (TCC), a West/Intrado. The Primary PSAP's last overall upgrade was in October 2019.

The Back-up PSAP consists of (3) three call taker positions. PSAP is on Windows 10, using Viper 6.4 version software, Power 911, Power Metrics (ECaTs), MAPFlex 5.4m and ePrinter. We receive Text-to-911 SMS (short message service) through the West Control Center (TCC), a West/Intrado. The Back-up sites last overall update was in May 2020.

- 6. Describe the current services and equipment and the associated scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

Hardee County's goal is to assure that Hardee County's E911 system is fully functional and maintained. This project is to continue maintenance on existing PSAP Equipment (hardware & software) without disrupting service.

Lumen has been the maintenance provider in previous contracts. We will be replacing Lumen with ConvergeOne-E911 Managed Services for maintenance. 24x7x365 Monitoring of Viper systems at primary and Backup Sites, Monthly preventative Maintenance scheduled for each 911 site. Routine and emergency maintenance will be provided for the E911 System by C1, along with Help Desk Support.

Replay has been providing the maintenance on our Logging Recorder for the last several years, and will continue to be the maintenance provider going forward. They provide 24-hour help desk support and Mon-Fri equipment service repairs.

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or stand-alone components.

Hardee County currently has an Enhanced 911 and Phase 11 compliant system, and defined in the State E911 plan. This is the central location for all of Hardee County and the three municipalities. Our request is for assistance in keeping the current E911 system in full working order through the ever changing and improving industry.

8. Describe why your county will not be able to complete this project without this grant funding.

Hardee County is a Rural Area of Critical Economic Concern, as defined by FS 228.0656(1), and we would struggle to maintain our E911 system. The expenditures far outweigh the revenues; therefore Hardee County is requesting financial assistance to fund the project of upgrading and refreshing the 911 system.

9. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.  
0-120 days of invoices to be received, maintenance work completed and expenses paid for the grant period.

10. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

The positron System has been maintained through Lumen. We are changing to ConvergeOne-E911 Managed Services. The grant is requesting for he maintenance Agreement to cover both systems.

The Replay Logging system has been maintained through Replay with a Maintenance agreement. This grant request is for the extended maintenance agreement to continue and cover both systems, at primary and back-p locations.

County Hardee

10. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds and accrued interest (if any) to the Emergency Communications Board.

The county certifies that all applicable county procurement rules/procedures have been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

\_\_\_\_\_  
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or  
COUNTY MANAGER/Administrator

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name

## Funding Priorities for the 911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be eight priorities as identified below:

PRIORITY 1: Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

- a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. 911 Voice Recording Equipment
- e. County 911 Standalone ALI Database Equipment
- f. 911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

PRIORITY 4: Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

PRIORITY 6: Rural counties requesting reimbursement of annual Text-to-911 service costs

PRIORITY 7: Rural counties requesting backup 911 phone services used when the primary 911 system has been compromised.

PRIORITY 8: Rural counties requesting an initial assessment of their PSAP Cybersecurity risk threshold or the cost of annual cybersecurity monitoring for the primary PSAP

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Mining Department

**ITEM TYPE:** Business Agenda

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

**SUBJECT:** **Deb Butler, Mining Coordinator** - Resolution 2024-83, Waiver and Amendment of the Alternative Reclamation Schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03.

**SUGGESTED ACTION:**

- Motion to approve Resolution 2024-83, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a waiver and amendment of the alternative reclamation schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; providing for an effective date.

- ATTACHMENTS:**
- [Cover Memo.pdf](#)
  - [Request\\_for\\_Waiver\\_Extension\\_of\\_Time\\_2024\\_Signed..pdf](#)
  - [Resolution 2020-16 SP NOV.pdf](#)
  - [Resolution 2024-83 - Mosaic Permitting extension sj.docx](#)
  - [Resolution\\_Attached A\\_Revised 10.01.2024.docx](#)



## HARDEE COUNTY MINING DEPARTMENT

220 South Ninth Avenue ♦ Wauchula, FL 33873

Telephone: (863) 773-0136

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September 24, 2024

MEMO

To: Terry Atchley, County Manager

From: Deb Butler, Mining Coordinator

RE: Mosaic Fertilizer, LLC  
South Pasture Mine  
Request for Extension of 2020 Alternative Reclamation Schedule

Mr. Atchley,

Mosaic Fertilizer, LLC submitted a request for an extension of time limits for the South Pasture Mine on September 6, 2024. The application is for an extension of time limits for the Alternative Reclamation Schedule pursuant to Resolution 2020-16 (please find attached). The application is requesting an extension for the permitting portion of the Alternative Reclamation Schedule only. Mosaic submitted an initial permit application December 2022 as required by the schedule. Staff has diligently worked on reviewing the applications and revised applications were submitted in October 2023. Through the review process it was identified that hydrological modeling that would combine the adjacent Ona Mine along with the South Pasture Mine would be best at this time since matrix from the Ona Mine is to be processed through the South Pasture Beneficiation Plant. Mosaic anticipates submitting a consolidation permit application for the Ona and South Pasture Mine in the second quarter of 2025.

Staff has found the application to be complete and recommends approval of the attached extension application and resolution 2024-83.

*Debra L Butler*

Debra Butler  
Mining Coordinator



The Mosaic Company  
101 East Kennedy Blvd.  
Suite 2500  
Tampa, FL 33602  
www.mosaicco.com

Tel 813-775-4200  
Toll Free 800-918-8270

September 6, 2024

Deb Butler  
Mining Coordinator  
Hardee County  
220 S. 9<sup>th</sup> Ave.  
Wauchula, FL 33873

**Re: Extension of Time Limits in Alternative Reclamation Schedule Pursuant to Resolution 2020-16**

Dear Ms. Butler,

Pursuant to Resolution 2020-16 §7, Mosaic Fertilizer respectfully submits this application for Board of County Commissioners approval to extend certain time limits in the Alternative Reclamation Schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP PB-03. *See Resolution attached as Exhibit --.* Specifically, Mosaic requests an extension of the time limit associated with final issuance of permits for alternative reclamation design associated with these reclamation units. For the reasons that follow, Mosaic requests an extension through December 31, 2026.

Resolution 2020-16 §7 states, “[a]n application for a waiver and extension to the Alternative Reclamation Schedule shall proceed in a manner consistent with Section 3.14.02.12 of the ULDC.” (*Note, ULDC Section 3.14.02.12 has been recodified as ULDC Section 13.03.12, however, the language was not changed.*) Section 13.03.12 provides in relevant part that the Board may grant a waiver “upon a showing that the Operator shall suffer undue hardship if required to comply or if Applicant/Operator demonstrates good cause, and upon a finding by the Board that such waiver will not result in increased adverse impacts nor be harmful to the health, safety and welfare of the citizens of Hardee County.” As discussed below, the requested extension satisfies this standard.

The Alternative Reclamation Schedule requires that “Reclamation [be] complete by December 31, 2024.” *Resolution 2020-16 Exhibit A.* The Resolution further provides “Mosaic shall provide written status reports to the County every ninety (90) days until the Alternative Reclamation Schedule is completed to the point of initial revegetation.” Emphasis added. As documented in the most recent 90-day status report attached hereto as Exhibit --, reclamation at the South Pasture Mine and South Pasture Extension is progressing consistent with the Alternative Reclamation Schedule with earthwork and initial revegetation projected to be completed in December 2024. As such, the intent of the Alternative Reclamation Plan will be timely met and only one additional 90-day status

report would be required but for the need to bring the County and State permits into alignment with the reclamation activities on the ground.

As you are aware, the Alternative Reclamation Schedule requires Mosaic to obtain the State and County permits necessary to complete the approved alternative reclamation design. Mosaic submitted proposed modifications to the Conceptual Reclamation Plan (CRP) and the Master Mining and Reclamation Plan (MMRP) and Mining Major Special Exception Use Permit (MMSE) to the Florida Department of Environmental Protection (FDEP) and Hardee County in December 2022, as required by the Alternative Reclamation Schedule. Those applications underwent substantial changes when staff requested Mosaic expand the scope of the applications to also include final as-builts for previous reclaimed areas across the South Pasture Mine, any other proposed changes to the reclamation plan, and to update the supporting mine-wide hydrology modeling. Revised applications consistent with the expanded scope were submitted in October 2023 and are undergoing staff review. Throughout the application review process, Mosaic worked with State and County staff to approve the initiation and completion of the reclamation redesign field work required by the Alternative Reclamation Schedule resulting in the projected timely completion of all substantive requirements by December 2024.

Due to these changes, Mosaic understands hearings to approve the pending applications will not take place by the December 2024 deadline to complete all activities under the Alternative Reclamation Schedule. For this reason alone an extension of the time limits in Resolution 2020-16 is appropriate to accommodate the projected hearing schedule.

Further, as Mosaic continues to consolidate and streamline mining operations in Hardee County and across the region, it has discovered the need for additional amendments to the South Pasture Mine MMRP/MMSE and expects to submit applications for those permit amendments in the second quarter of 2025. These anticipated MMRP/MMSE amendments could be consolidated with the permits currently under staff review. Mosaic anticipates this consolidated approach would require an extension to file consolidated plans conforming to State and County permitting requirements and separately conform all relevant approvals to the reclamation redesign completed under the Alternative Reclamation Schedule. Provided the County grants the extension, the estimate date for the County to issue final approval is December 31, 2026.

Continued on-the-ground compliance with the revised reclamation plan as preliminarily approved by FDEP and Hardee County staff, and the timeline set forth in the Alternative Reclamation Schedule, ensures no adverse environmental impacts from the delayed permitting schedule. Continued reclamation progress consistent with a plan supported by scientific modeling and best management practices similarly ensures there will be no threat to the health, safety and welfare of the citizens of Hardee County while the administrative process is extended.

As there is good cause to approve the delayed completion of permit approvals, and as delayed completion of permit approvals will not result in any adverse environmental effects or jeopardize the health, safety, and welfare of the residents of Hardee County, Mosaic

respectfully requests the Board of Commissioners of Hardee County consider this request for waiver and extension of time limits as contemplated by Resolution 2020-16.

Sincerely,



Russell Schweiss  
Senior Director of Land and Resource Strategies

cc:

Gary Blich- Mosaic

Lisa Lannon- Mosaic

Shelley Thornton- Mosaic

Michelle Tickles- Mosaic

Patrick van der Voorn- Mosaic

Vinette Godelia- Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

**HARDEE COUNTY  
RESOLUTION NO. 2020-16**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING A WAIVER AND EXTENSION OF THE MINING RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 AND SP-PB-03 AND SOUTH PASTURE MINE EXTENSION RECLAMATION UNIT SPX-BC-03; PROVIDING FOR AN EFFECTIVE DATE.**

HARDEE CLERK TO BOARD  
MAY 22 20 PM 12:17

**WHEREAS**, on September 25, 2012, the Hardee County (“**County**”) Board of County Commissioners (the “**Board**”) issued Resolution No. 12-21 (“**DO 12-21**”), which is a Development of Regional Impact Development Order for the South Pasture Mine and the South Pasture Mine Extension (the “**Project**”);

**WHEREAS**, DO 12-21 contains specific conditions governing when reclamation activities, including sand backfilling and initial contouring, must be initiated and completed for certain mined areas at the South Pasture Mine and the South Pasture Mine Extension;

**WHEREAS**, Condition 59 of DO 12-21 requires the mine operator, Mosaic Fertilizer, LLC (“**Mosaic**” or “**Operator**”), to complete sand backfilling within three years of completing mineral extraction and Section 14.02.06(C)(07)a of the County’s Uniform Land Development Code (“**ULDC**”) requires completion of reclamation within four years of completing mine operations for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03, and for South Pasture Mine Extension Reclamation Unit SPX-BC-03;

**WHEREAS**, due to adverse market conditions, Mosaic temporarily idled its South Pasture Beneficiation Plant in September of 2018, which has made sand tailings temporarily unavailable for use in backfilling reclamation activities at the South Pasture Mine and the South Pasture Mine Extension;

**WHEREAS**, due to this change, on June 14, 2019, Mosaic submitted to the County a letter including a plan and revised mining and reclamation schedule for the South Pasture Mine, which was not approved by the County;

**WHEREAS**, on January 8, 2020, the County issued a Notice of Violation (“**NOV**”) to Mosaic, in which it was alleged that Mosaic failed to backfill and recontour Reclamation Units SP-CB-01 and SP-PB-03 consistent with specific condition 59 of DO 12-21;

**WHEREAS**, the ULDC provides, in Section 3.14.02.12, that upon application by the mine operator, the Board may “waive any portion of these regulations as to the Operator’s project, upon a showing that the Operator shall suffer undue hardship if required to comply or if Applicant/Operator demonstrates good cause, and upon a finding by the Board that such waiver will not result in increased adverse impacts nor be harmful to the health, safety and welfare of the citizens of Hardee County”;

**WHEREAS**, the ULDC also authorizes the Board, in Section 3.14.02.06(C)(07)d. of the ULDC, to “grant a more lengthy reclamation schedule, if there are circumstances outside the Applicant’s/Operator’s control that delays the reclamation process”;

**WHEREAS**, DO 12-21 conditions 26, 37, 55, and 59 also all acknowledge that the timing and sequence of mining and reclamation can change and give the Board authority to extend mining and reclamation deadlines;

**WHEREAS**, consistent with Sections 3.14.02.12 and 3.14.02.06(C)(07)d. of the ULDC and DO 12-21 conditions 26, 37, 55, and 59, Mosaic submitted an “Application for Waiver and Reclamation Schedule Extension” to the County on March 10, 2020 (the “**Waiver Application**”), which petitions the Board to waive and extend the reclamation completion dates for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 and for South Pasture Mine Extension Reclamation Unit SPX-BC-03, in accordance with the unit-specific schedules attached hereto as **Exhibit “A”** (the “**Alternative Reclamation Schedule**”);

**WHEREAS**, notice of public hearing was published on April 23, 2020 in a newspaper of local circulation;

**WHEREAS**, on May 7, 2020, the Board held a duly-noticed public hearing on the Waiver Application and has solicited, received, and considered all testimony, reports, comments, evidence, and recommendations from interested citizens, County agencies, and Mosaic;

**WHEREAS**, based upon the testimony, reports, comments, evidence, and recommendations received from interested citizens, County agencies, and Mosaic, the Board has determined that good cause has been demonstrated for a waiver of the four-year reclamation standard in Section 3.14.02.06(C)(07)a. of the ULDC and that such waiver will neither result in increased adverse impacts nor be harmful to the health, safety and welfare of the citizens of the County;

**WHEREAS**, based upon the testimony, reports, comments, evidence, and recommendations received from interested citizens, County agencies, and Mosaic, the Board has also determined that an extension of the reclamation schedules for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 , and for South Pasture Mine Extension Reclamation Unit SPX-BC-03to the schedules set forth in the Alternative Reclamation Schedule is justified;

**WHEREAS**, the BOCC has determined that the Waiver Application submitted by Mosaic satisfies the criteria for same contained in Sections 3.14.02.12 and 3.14.02.06(C)(07)d. of the ULDC and DO 12-21 specific conditions 26, 37, 55, and 59;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, IN A REGULAR MEETING ASSEMBLED THIS 7th DAY OF MAY, 2020:**

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Resolution by reference.

2. Waiver Application. The Waiver Application and its supporting documentation, including but not limited to the RAI response dated April 1, 2020, are hereby incorporated into this Resolution by reference. The Waiver Application is hereby approved, subject to the conditions, terms, requirements and provisions set forth herein below.

3. Consistency. The Project, as modified by this Resolution, is consistent with the Hardee County Comprehensive Plan (the “**Plan**”) and the ULDC.

4. Settlement Agreement. With respect to the alleged violations identified in the NOV, due to the cost, delay, and uncertainty associated with potential litigation, the County and Mosaic shall, simultaneously with the adoption of this Resolution, enter into a settlement agreement which shall result in full and complete settlement of the alleged violations identified in the NOV. This waiver is contingent upon timely and full compliance with the terms of the Settlement Agreement.

5. Alternative Reclamation Schedule. The reclamation schedules for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 and South Pasture Mine Extension Reclamation Unit SPX-BC-03 are hereby modified in accordance with the Alternative Reclamation Schedule attached hereto and incorporated herein as **Exhibit “A”**. Mosaic shall report to the Board the status of actions completed, as provided in the Alternative Reclamation Schedule, at each Annual Unit Review for the Project. Additionally, Mosaic shall provide written status reports to the County every ninety (90) days until the Alternative Reclamation Schedule is completed to the point of initial revegetation.

6. Force Majeure.

- a. Operator shall perform the actions identified in the Alternative Reclamation Schedule within the time limits set forth and approved in same, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event, or if the time limits are extended by the County. A Force Majeure event is defined as any event arising from causes beyond the reasonable control of the Operator, which could not be overcome by due diligence and which delays or prevents the performance of an action required by the Alternative Reclamation Schedule within the specified time period.
- b. If Operator believes that a Force Majeure event has affected Operator’s ability to perform any action required under the Alternative Reclamation Schedule, Operator shall notify the County Mining Coordinator in writing within seven (7) calendar days of the event. The notice shall include a discussion of what action has been affected; the specific cause of the delay; the length or estimated duration of the delay; and any measures taken or planned by the Operator to prevent or minimize the delay and a schedule for implementation of such measures.
- c. If the Board agrees that the conditions constitute a Force Majeure event, then the deadline for the affected action shall be extended by the amount of

time of the delay caused by the event. Operator shall coordinate with the County to determine when to begin or resume operations that were affected by the Force Majeure event.

7. Extension of Time Limits. The Board retains the discretion to extend the time limits set forth and approved in the Alternative Reclamation Schedule upon petition by the Operator for a waiver and extension to same. An application for a waiver and extension to the Alternative Reclamation Schedule shall proceed in a manner consistent with Section 3.14.02.12 of the ULDC.

8. Stipulated Civil Penalties.

- a. If Operator fails to timely fulfill any requirement contained in the Alternative Reclamation Schedule, or the failure to timely submit a written status report every ninety (90) days as provided in Paragraph 5 herein above, and upon receipt of written demand from the County, Operator shall pay a stipulated civil penalty to the County. Unless assessment of stipulated penalties is waived or excused by the County in accordance with this Resolution, the amount of the penalty shall be as follows:
  - i. For Day 1 up to and including Day 30 of noncompliance, \$500.00 per day;
  - ii. For Day 31 up to and beyond of noncompliance, \$1,000 per day.
  - iii. The County retains the discretion to reduce the amount of stipulated civil penalties assessed against the Operator.
- b. The County may demand stipulated civil penalties at any time after violations occur. The Board, in its sole discretion, may waive any stipulated civil penalties. Any such waiver with respect to any violation shall not be construed as a waiver of the County's rights to stipulated civil penalties with respect to any other violation. Operator shall pay stipulated civil penalties within 30 days of the County's issuance of written demand for payment.
- c. Operator shall make all payments required by this Order by cashier's check, corporate check, or money order. Payment instruments shall be made payable as directed by the County.
- d. Any disputes concerning the amount of stipulated civil penalties, or the underlying violation giving rise to the fees, that cannot be resolved by the Mining Coordinator and the Operator pursuant to the Force Majeure provisions, shall be resolved by the Board.

9. Full Force and Effect. Except as modified by this Resolution, the existing reclamation schedules for all South Pasture Mine and South Pasture Mine Extension reclamation units shall remain in full force and effect.

10. Waiver Not Establishing Precedent. The approval by the Board of the Application for Waiver, including the extension of reclamation schedules effected thereby, is limited strictly

to the facts and circumstances asserted in the Application for Waiver, and shall not be construed as the County's endorsement of, and does not establish precedent for, the granting of a waiver, or extending reclamation schedules, based on any other circumstances, including, but not limited to, any other similar facts and circumstances involving challenging or adverse market or economic conditions. Further, nothing herein should be construed as an endorsement by the County of the conduct on the part of Mosaic leading up the issuance of the NOV or the submittal of the Application for Waiver.

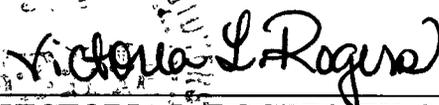
11. Compliance. Upon rendering this decision, the Board deems South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 and South Pasture Mine Extension Reclamation Unit SPX-BC-03 in compliance.

12. Effective Date. This Resolution shall take effect upon approval by the Board of County Commissioners and signature by the Chairman.

**DULY PASSED AND ADOPTED IN REGULAR SESSION BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, THIS 7th OF MAY, 2020.**

**BOARD OF COUNTY COMMISSIONERS  
OF HARDEE COUNTY, FLORIDA**

  
\_\_\_\_\_  
RICK KNIGHT, CHAIRMAN

  
ATTEST  
  
05/21/2020  
VICTORIA L. ROGERS, EX-OFFICIO  
CLERK TO THE BOARD OF COUNTY  
COMMISSIONERS

**EXHIBIT “A”**

**ALTERNATIVE RECLAMATION SCHEDULE FOR  
SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 AND SP-PB-03 AND  
SOUTH PASTURE MINE EXTENSION RECLAMATION UNIT SPX-BC-03**

<b>Reclamation Unit<sup>1</sup></b>	<b>Waiver Schedule</b>
<b>SP-CB-01</b>	<p><b>2020 Ongoing -March 31, 2021</b></p> <ul style="list-style-type: none"> <li>• Evaluate reclamation design alternatives to reduce sand requirements to the extent possible and to utilize available on-site materials               <ul style="list-style-type: none"> <li>- Evaluate potential to add lake acres</li> <li>- Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site</li> </ul> </li> <li>• Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs and utilization of available backfill materials (overburden) will maintain hydrologic functions and not cause offsite flooding               <ul style="list-style-type: none"> <li>- Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities</li> <li>- Evaluate hydrographic surveys to determine pit bottom elevations</li> <li>- Survey of downstream conveyances</li> </ul> </li> <li>• Complete water balance analysis to determine stormwater/wastewater management needs for blending to meet NPDES discharge requirements.</li> <li>• Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from land form revisions (i.e. sand backfill to pure overburden)</li> <li>• Develop time line and schedule for submittal of applications to County, FDEP, and USACE to obtain approvals for alternative reclamation design</li> <li>• Finalize design revisions based on comments and input from County, FDEP, and USACE</li> </ul>
	<p><b>June 2021 – December 31, 2022</b></p> <ul style="list-style-type: none"> <li>• Submit permit applications to County, FDEP and USACE for approval of alternative reclamation design; copies of FDEP and USACE applications will be shared with County Staff; Applications will be submitted to County, FDEP and USACE within ninety (90) days of receiving tentative approval via agency consultation</li> <li>• Once all permit approvals are obtained, initiate construction and other actions required by County, FDEP and USACE permits</li> </ul>

<sup>1</sup> The “SP” designation refers to the South Pasture Mine; the “SPX” designation refers to the South Pasture Mine Extension.

	<p><b>January 2023 - December 31, 2024 (Completion)</b></p> <ul style="list-style-type: none"> <li>• Implementation of alternative reclamation plan as determined by available resources (including site preparation and dewatering, if applicable)</li> <li>• Reclamation complete by December 31, 2024</li> </ul>
<p><b>SP-PB-03</b></p>	<p><b>2020 Ongoing - March 31, 2021</b></p> <ul style="list-style-type: none"> <li>• Continue sand backfilling via dredging from the ISA stand stockpile; continue dredging until all available sand is removed;</li> <li>• Evaluate reclamation design alternatives to utilize all available onsite backfill materials <ul style="list-style-type: none"> <li>- Evaluate potential to increase lake acres</li> <li>- Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site</li> </ul> </li> <li>• Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs using all available backfill materials will maintain hydrologic functions and not cause offsite flooding <ul style="list-style-type: none"> <li>- Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities</li> <li>- Conduct hydrographic surveys to determine pit bottom elevations</li> <li>- Survey of downstream conveyances</li> </ul> </li> <li>• Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from landform revisions (i.e. sand reduction)</li> <li>• Develop time line and schedule for submittal of applications to County, FDEP and USACE to obtain approvals for alternative reclamation design</li> <li>• Finalize design revisions upon securing tentative approvals from County, FDEP and USACE based on agency consultation</li> </ul>
	<p><b>June 2021 - December 31, 2022</b></p> <ul style="list-style-type: none"> <li>• Continue backfill from identified sand sources where possible</li> <li>• Develop permit applications for submittal to County, FDEP and USACE to obtain approvals for alternative reclamation design; copies of FDEP and USACE applications will be shared with County Staff; Applications will be submitted to County, FDEP and USACE within ninety (90) days of receiving tentative approval via agency consultation</li> <li>• Once all permit approvals are obtained, initiate construction and other actions required by County, FDEP and USACE permits</li> </ul>
	<p><b>January 2023 - December 31, 2024 (Completion)</b></p> <ul style="list-style-type: none"> <li>• Continue and complete implementation of construction and other actions required by County, FDEP and USACE permits for the alternative reclamation design</li> <li>• Complete backfill and contouring from identified material sources</li> <li>• Reclamation complete by December 31, 2024</li> </ul>

<b>SPX-BC-03</b>	<p><b>2020 Ongoing - December 31, 2022</b></p> <ul style="list-style-type: none"> <li>• Continue constructing a push-pit at the northeast corner of the future WC-3 clay storage area footprint to pump excess sand to SPX-BC-03.</li> <li>• Initiate backfill and contouring</li> </ul>
	<p><b>January 2023 - December 31, 2024 (Completion)</b></p> <ul style="list-style-type: none"> <li>• Complete backfill and contouring from all identified onsite material sources</li> <li>• Extend sand tailings line from Four Corners beneficiation plant to deliver sand tailings if additional backfill material is needed</li> <li>• Reclamation complete on or before December 31, 2024</li> </ul>

**HARDEE COUNTY  
RESOLUTION NO. 2024-83**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING A WAIVER AND AMENDMENT OF THE ALTERNATIVE RECLAMATION SCHEDULE FOR SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 and SP-PB-03; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 10, 2020, Mosaic Fertilizer LLC (“Mosaic” or “Operator”) submitted an application for Waiver and Reclamation Schedule Extension to Hardee County (“County”), petitioning the Board of County Commissioners (the “Board”) to waive and extend the reclamation completion dates for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 consistent with certain unit-specific schedules (the “Alternative Reclamation Schedule”); and

**WHEREAS**, on May 7, 2020, the Board adopted Resolution No. 2020-16, approving the Alternative Reclamation Schedule (attached hereto as Exhibit “A” and incorporated herein by reference); and

**WHEREAS**, in December 2022, consistent with the Alternative Reclamation Schedule, Mosaic submitted to the County and Florida Department of Environmental Protection (“FDEP”) applications to amend the Master Mining and Reclamation Plan (“MMRP”), Mining Major Special Exception Use Permit (“MMSE”), and Conceptual Reclamation Plan (“CRP”) to allow for alternative reclamation designs in South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03; and

**WHEREAS**, in response to County and FDEP staff requests for permit amendments of significantly greater scope than those anticipated by the Alternative Reclamation Schedule, Mosaic submitted revised applications in October 2023; and

**WHEREAS**, responding to those requests, in combination with accounting for the Alternative Reclamation Schedule, necessarily raised additional issues in the review process and review of the revised applications and completion of all activities under the Alternative Reclamation Schedule will not be completed for

consideration by the Board at a public hearing before the December 2024 deadline; and

**WHEREAS**, additionally, Mosaic is in the process of preparing applications to amend the MMRP and MMSE to consolidate and streamline mining operations in the County and, for efficiency, these amendments should be consolidated with the permit amendments required under the Alternative Reclamation Schedule; and

**WHEREAS**, during the CRP, MMRP and MMSE application review process, Mosaic worked diligently and in good faith with FDEP and County staff to meet the Alternative Reclamation Schedule, but, due to the permitting complexities described above, now finds that it will be exceedingly difficult to meet the December 31, 2024, deadline of the permitting portion of the Alternative Reclamation Schedule; and

**WHEREAS**, the backfilling, recontouring and initial revegetation of all Reclamation Units contained within the Alternative Reclamation Schedule shall be completed by the December 31, 2024, deadline; and

**WHEREAS**, Resolution No. 2020-16 Section 7, grants the Board the authority to extend certain time limits in the Alternative Reclamation Schedule consistent with Section 13.03.12, Unified Land Development Code; and

**WHEREAS**, Mosaic submitted an Application for Waiver and Extension of Time Limits on August 29, 2024; and

**WHEREAS**, a notice of public hearing was published on October 3, 2024, in a newspaper of general circulation; and

**WHEREAS**, on October 17, 2024, the Board held a duly-noticed public hearing on the Application for Waiver and Extension of Time Limits and has solicited, received, and considered all testimony, reports, comments, evidence, and recommendations; and

**WHEREAS**, the Board has determined that good cause has been demonstrated for a waiver and extension of time with regard to the permitting requirements of the Alternative Reclamation Schedule and that such a waiver and extension of time will neither result in adverse impacts nor be harmful to the health, safety and welfare of the citizens of the County.

**NOW THEREFORE**, be it resolved, by the Board of County Commissioners of Hardee County, Florida, in a regular meeting assembled this 17th Day of October, 2024:

**Section 1. Recitals.** The above recitals are true and correct and are hereby incorporated into this Resolution by reference and the Recitals to Resolution No. 2020-16 are also incorporated herein by reference.

**Section 2. Waiver Application and Approval.** The Application for Waiver and Extension of Time Limits and its supporting documentation are hereby incorporated into this Resolution by reference. The Application for Waiver and Extension of Time Limits is hereby approved, subject to the conditions, terms, requirements and provisions set forth herein below.

**Section 3. Consistency.** The Project, as modified by this Resolution, is consistent with the Hardee County Comprehensive Plan and the ULDC.

**Section 4. Settlement Agreement.** Simultaneous with Resolution No. 2020-16, the County and Mosaic entered into a settlement agreement with regard to the Notice of Violation (“NOV”) issued by the County on January 8, 2020, in which it was alleged that Mosaic failed to backfill and recontour Reclamation Units SP-CB-01 and SP-PB-03 consistent with specific condition 59 of DO 12-21 (“Settlement Agreement”). The Settlement Agreement was contingent on approval of Resolution No. 2020-16 and the Alternative Reclamation Schedule. The County and Mosaic now agree that granting the Application for Waiver and Extension of Time Limits approved herein is consistent with the terms of Resolution No. 2020-16 and the Settlement Agreement and the Settlement Agreement will remain in full force and effect subject to the terms of this Resolution.

**Section 5. Amended Alternative Reclamation Schedule.** Mosaic will obtain all relevant permits for the reclamation redesign of Reclamation Units SP-CB-01 and SP-PB-03 by no later than December 31, 2026, as detailed in Exhibit A to this Resolution, the Amended Alternative Reclamation Schedule. Other than as reflected in the Amended Alternative Reclamation Schedule, all other terms of Resolution No. 2020-16 remain unchanged.

**Section 6. Full Force and Effect.** Except as modified by this Resolution all terms and provisions of Resolution 2020-16 shall remain in full force and effect.

**Section 7. Extension of Time Limits.** The Board retains the discretion to extend the time limits of the Amended Alternative Reclamation Schedule upon petition by the Operator for a waiver and extension to same. An application for a waiver and extension to the Amended Alternative Reclamation Schedule shall proceed in a manner consistent with Section 13.03.12, ULDC and all applicable ULDC provisions.

**Section 8. Compliance.** Upon rendering this decision, the Board deems South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03 in compliance.

**Section 9. Effective Date.** This Resolution shall take effect upon approval by the Board and signature by the Chairman.

**DULY APPROVED AND ADOPTED** this 17th day of October 2024, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONERS  
OF HARDEE COUNTY, FLORIDA

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D. Renee Wyatt, Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT AND LEGAL  
SUFFICIENCY:

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Sarah Johnston, County Attorney

**EXHIBIT “A”**

**ALTERNATIVE RECLAMATION SCHEDULE FOR  
SOUTH PASTURE MINE RECLAMATION UNITS SP-CB-01 AND SP-PB-03 AND  
SOUTH PASTURE MINE EXTENSION RECLAMATION UNIT SPX-BC-03**

<b>Reclamation Unit<sup>1</sup></b>	<b>Waiver Schedule</b>
<b>SP-CB-01</b>	<p><b>2020 Ongoing -March 31, 2021</b></p> <ul style="list-style-type: none"> <li>• Evaluate reclamation design alternatives to reduce sand requirements to the extent possible and to utilize available on-site materials               <ul style="list-style-type: none"> <li>- Evaluate potential to add lake acres</li> <li>- Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site</li> </ul> </li> <li>• Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs and utilization of available backfill materials (overburden) will maintain hydrologic functions and not cause offsite flooding               <ul style="list-style-type: none"> <li>- Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities</li> <li>- Evaluate hydrographic surveys to determine pit bottom elevations</li> <li>- Survey of downstream conveyances</li> </ul> </li> <li>• Complete water balance analysis to determine stormwater/wastewater management needs for blending to meet NPDES discharge requirements.</li> <li>• Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from land form revisions (i.e. sand backfill to pure overburden)</li> <li>• Develop time line and schedule for submittal of applications to County, FDEP, and USACE to obtain approvals for alternative reclamation design</li> <li>• Finalize design revisions based on comments and input from County, FDEP, and USACE</li> </ul>
	<p><b>June 2021 – December 31, 2022</b></p> <ul style="list-style-type: none"> <li>• Submit permit applications to County, FDEP and USACE for approval of alternative reclamation design; copies of FDEP and USACE applications will be shared with County Staff; Applications will be submitted to County, FDEP and USACE within ninety (90) days of receiving tentative approval via agency consultation</li> <li>• Once all permit approvals are obtained, initiate construction and other actions required by County, FDEP and USACE permits</li> </ul>

<sup>1</sup> The “SP” designation refers to the South Pasture Mine; the “SPX” designation refers to the South Pasture Mine Extension.

	<p><b>January 2023 - December 31, 2024 (Completion)</b></p> <ul style="list-style-type: none"> <li>• Implementation of alternative reclamation plan as determined by available resources (including site preparation and dewatering, if applicable)</li> <li>• Reclamation complete by December 31, 2024</li> </ul>
<p><b>SP-PB-03</b></p>	<p><b>2020 Ongoing - March 31, 2021</b></p> <ul style="list-style-type: none"> <li>• Continue sand backfilling via dredging from the ISA stand stockpile; continue dredging until all available sand is removed;</li> <li>• Evaluate reclamation design alternatives to utilize all available onsite backfill materials <ul style="list-style-type: none"> <li>- Evaluate potential to increase lake acres</li> <li>- Evaluate relocation of mitigation wetlands while maintaining required mitigation acres within the permitted SP mine site</li> </ul> </li> <li>• Complete supporting hydrology modeling (flood modeling and wetland hydroperiod modeling) to demonstrate alternative designs using all available backfill materials will maintain hydrologic functions and not cause offsite flooding <ul style="list-style-type: none"> <li>- Conduct drilling/sampling of overburden sources to determine soil properties and hydraulic conductivities</li> <li>- Conduct hydrographic surveys to determine pit bottom elevations</li> <li>- Survey of downstream conveyances</li> </ul> </li> <li>• Present viable design alternatives to USACE, FDEP, and County and any hydrologic function implications resulting from landform revisions (i.e. sand reduction)</li> <li>• Develop time line and schedule for submittal of applications to County, FDEP and USACE to obtain approvals for alternative reclamation design</li> <li>• Finalize design revisions upon securing tentative approvals from County, FDEP and USACE based on agency consultation</li> </ul>
	<p><b>June 2021 - December 31, 2026</b></p> <ul style="list-style-type: none"> <li>•</li> <li>• Obtain all permit approvals by County, FDEP and USACE by December 31, 2026.</li> </ul>
	<p><b>January 2023 - December 31, 2024 (Completion)</b></p> <ul style="list-style-type: none"> <li>• Continue and complete implementation of construction and other actions</li> <li>• Complete backfill and contouring from identified material sources</li> <li>• Reclamation complete by December 31, 2024</li> </ul>

<b>SPX-BC-03</b>	<p><b>2020 Ongoing - December 31, 2022</b></p> <ul style="list-style-type: none"> <li>• Continue constructing a push-pit at the northeast corner of the future WC-3 clay storage area footprint to pump excess sand to SPX-BC-03.</li> <li>• Initiate backfill and contouring</li> </ul>
	<p><b>January 2023 - December 31, 2024 (Completion)</b></p> <ul style="list-style-type: none"> <li>• Complete backfill and contouring from all identified onsite material sources</li> <li>• Extend sand tailings line from Four Corners beneficiation plant to deliver sand tailings if additional backfill material is needed</li> <li>• Reclamation complete on or before December 31, 2024</li> </ul>



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, Public Works

**ITEM TYPE:** Business Agenda - Action Items

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

**SUBJECT:** **Christopher Simpron, Assistant County Manager/Public Works Director - Resolution 2025-04 - County Road 664 at Little Payne Creek Right of Way Maintenance**

**SUGGESTED ACTION:**  
- Motion to approve Resolution 2025-04, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and accepting dedication by right-of-way maintenance map for a portion of County Road 664 located in Section 6, Township 33 South, Range 25 East Hardee County, Florida, by operation of law in accordance with Section 95.361, Florida Statutes; providing for conflicts, authorization and for an effective date.

**ATTACHMENTS:**

- [Agenda Memo\\_Confirmation of SUI for SSL Easement & Permitting.docx](#)
- [Agenda Request\\_Confirmation of SUI for SSL Easement & Permitting.pdf](#)
- [Resolution 2025-04 - CR 664 at Little Payne Creek Maintained ROW 2 \(02766207\).docx](#)
- [Maintained RW CR 664 at Little Payne Creek.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

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**TERRY ATCHLEY**  
COUNTY MANAGER

**SARAH JOHNSTON**  
COUNTY ATTORNEY

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

**PHONE**  
863-773-9430

**WEBSITE**  
hardeecountyfl.gov

**MEMORANDUM**

**TO:** Board of County Commissioners

**THROUGH:** D. Renee Wyatt, Board Chair

**FROM:** Christopher Simpron, Assistant County Manager/Public Works  
Director

**SUBJECT:** Approval of CR 664 at Little Payne Creek Maintained ROW Map for proof of conveyance of ownership and maintenance from the State to Hardee County to document Sufficient Upland Interest (SUI) required by the Florida Department of Environmental Protection (FDEP) for the Sovereignty Submerged Lands (SSL) Lease Application submittal by the Florida Department of Transportation (FDOT) in behalf of Hardee County

**DATE:** October 17, 2024

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The CR 664 (Over Little Payne Creek) Bridge Replacement Project (FPID# 435830-1-52-0) is managed by the Florida Department of Transportation (FDOT) on behalf of Hardee County which is federally funded in the amount of \$2,777,889.30. The County is not Local Agency Program (LAP) certified so we are not qualified to undertake this project.

Since Little Payne Creek is located within the boundary of the Sovereign Submerged Lands, FDEP will require a proprietary authorization pursuant to Article X, Section 11 of the Florida Constitution, 253.002 and 253.77, Florida Statutes. Proprietary authorization will be necessary prior to the construction of the project. Although FDOT is assisting the County with design, permitting, and construction; the bridge is & will continue to be owned/maintained by Hardee County. Therefore, the Sovereign Submerged Lands Public Easement requirement by FDEP needs to be addressed by the owner which is Hardee County.

However, since CR 664 is a former State Roadway, proof of conveyance of ownership and maintenance from FDOT to the County in this area of CR 664 (where the bridge is located over Little Payne Creek) is required to confirm Sufficient Upland Interest (SUI) per the Florida Administrative Code 18-21.004 (3)(b). SUI confirmation is needed for the Sovereignty Submerged Lands (SSL) Lease application to FDEP. The issue is, both the County and FDOT could not find proof of conveyance of ownership and maintenance in this area of CR 664. To resolve the issue, FDOT assisted the County to develop a Maintained Right-Of-Way Map at CR 664 over Little Payne Creek in accordance with [Chapter 95 Section 361 - 2024 Florida Statutes \(flsenate.gov\)](#) for BOCC approval. This is to document SUI and be able to move forward with the SSL easement and permitting with FDEP.

This bridge replacement project is scheduled by FDOT to proceed construction on **10/31/2024** so it is of utmost importance to be able to obtain proprietary authorization from FDEP to allow construction activities on this area of Little Payne Creek located within the sovereign submerged lands to avoid construction delay.



# AGENDA REQUEST FORM

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

Department/Agency \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

I request the following item be placed on the \_\_\_\_\_ agenda under the following category:  
(date of meeting)

\_\_\_\_\_ Appointment

\_\_\_\_\_ County Manager, Non-Consent

\_\_\_\_\_ Consent

\_\_\_\_\_ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:

\_\_\_\_\_  
\_\_\_\_\_

Provide reason for agenda item and what the action is requested, if any:

\_\_\_\_\_  
\_\_\_\_\_

Check if no action is required:  \_\_\_\_\_

Will item impact budget/funding per fiscal year? \_\_\_\_\_ YES / \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\* 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](mailto:holly.smith@hardeecounty.net).\*\*

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

**RESOLUTION NO. 2025-04**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING AND ACCEPTING DEDICATION BY RIGHT-OF-WAY MAINTENANCE MAP FOR A PORTION OF COUNTY ROAD 664 LOCATED IN SECTION 6, TOWNSHIP 33 SOUTH, RANGE 25 EAST HARDEE COUNTY, FLORIDA, BY OPERATION OF LAW IN ACCORDANCE WITH SECTION 95.361, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, AUTHORIZATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the County Road 664 Bridge Replacement Project (“Project”) is managed by the Florida Department of Transportation (“FDOT”) on behalf of Hardee County (“County”); and

**WHEREAS**, the Project is located within that portion of County Road 664 identified in the attached Right-of-Way Maintenance Map (the “Right-of-Way Maintenance Map”) located in Section 6, Township 33 South, Range 25 East Hardee County, Florida (“Roadway”); and

**WHEREAS**, the Roadway encompasses Little Payne Creek which is located within the boundaries of sovereign submerged lands; and

**WHEREAS**, pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, Florida Statutes, the owner of the upland property encompassing sovereign submerged lands must receive a lease, license, or easement from the Florida Department of Environmental Protection (“FDEP”) before commencement of any excavation, construction or other activity involving the use of sovereign lands; and

**WHEREAS**, the County as owner of the Project must submit the Sovereignty Submerged Lands Application (“Application”) to the FDEP to obtain an easement for the Roadway prior to commencement of the Project; and

**WHEREAS**, pursuant to Florida Administrative Code 18-21.004 (3)(b), governmental agencies proposing activities such as roads or bridges on sovereignty submerged lands must obtain evidence of sufficient upland interest prior to execution of the Application to the FDEP; and

**WHEREAS**, since County Road 664 is a former State roadway, proof of conveyance of ownership and maintenance from FDOT to the County is required to confirm sufficient upland interest per the Florida Administrative Code 18-21.004 (3)(b); and

**WHEREAS**, no proof of conveyance of ownership and maintenance has been found from FDOT to the County for the Roadway; and

**WHEREAS**, pursuant to Section 95.361, Florida Statutes, where it cannot be determined who constructed a roadway, but the roadway has been maintained by a county with public funds

for the immediately preceding seven (7) years, the road shall be deemed to be dedicated to the public to the extent of the width that has been maintained by County; and

**WHEREAS**, the County has maintained the Roadway identified in the Right-of-Way Maintenance for more than seven (7) years; and

**WHEREAS**, pursuant to Section 95.361, Florida Statutes, the dedication to the public vests all rights, title, easement, and appurtenances in and to the Roadway in the County upon the filing of the Right-of-Way Maintenance Map with the office of the Hardee County Clerk of Courts; and

**WHEREAS**, the County desires to approve and accept a dedication of the Roadway, by operation of law, as provided for in Section 95.361, Florida Statutes; and

**NOW THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Hardee County, Florida as follows:

**SECTION 1.** The foregoing recitals are hereby adopted and incorporated by reference as part of this Resolution.

**SECTION 2. Dedication Approved and Accepted.** The Board of County Commissioners adopts this Resolution and approves and accepts, by operation of law, the dedication of the Roadway, including those portions of County Road 664 identified in the Right-of-Way Maintenance Map attached hereto as Exhibit "A."

**SECTION 3. Authorization.** The County Manager or designee are directed to take any and all action necessary to implement this Resolution, including execution and filing of the Right-of-Way Maintenance Map in substantially the attached Exhibit "A" with the Hardee County Clerk of Courts and any additional parties as may be required.

**SECTION 4. Conflicts.** All Sections or parts of Sections of all Resolutions, or parts of Resolutions, in conflict with this Resolution are repealed to the extent of such conflict.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND ADOPTED** this 17th day of October 2024 at a regular meeting of the Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF  
HARDEE COUNTY, FLORIDA

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D. Renee Wyatt, Chair

ATTEST:

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

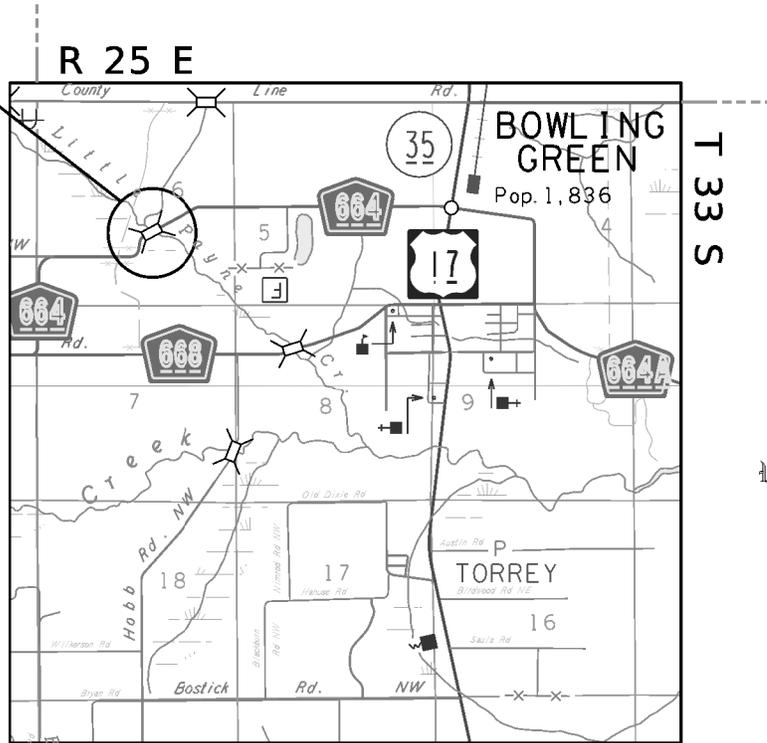
APPROVED AS TO FORM:

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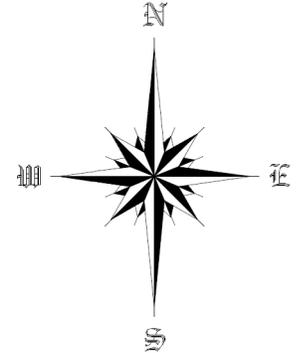
Sarah Johnston, County Attorney

**MAINTAINED RIGHT OF WAY MAP  
COUNTY ROAD 664  
SECTION 6, TOWNSHIP 33 SOUTH, RANGE 25 EAST  
HARDEE COUNTY, FLORIDA**

**PROJECT LOCATION**



**(VICINITY MAP)**



**MAINTENANCE ENGINEER CERTIFICATION**

THIS IS TO CERTIFY that the maintained right of way limits as shown on this map have been maintained continuously for over four (4) years without interruption.

\_\_\_\_\_  
Christopher Simpron  
Public Works Director  
Assistant County Manager

\_\_\_\_\_  
Date

**CLERK OF COURT CERTIFICATION**

Filed for record in the Office of the Clerk of The Circuit Court for the County of Hardee, State of Florida, in Book \_\_\_\_\_, Page \_\_\_\_\_. On \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
Clerk of the Circuit Court  
Hardee County, Florida

**MAINTENANCE MAP CERTIFICATION**

THIS IS TO CERTIFY that sheets numbered 1 to 3, inclusive, constitute a true copy of the Maintenance Map for a portion of County Road 664 in HARDEE County, Florida.

THE PROPERTY labeled (Maintained Right of way) on said sheet from Station 463+00 to Station 466+00 has been vested in Hardee County pursuant to the provision of Section 95.361 Florida Statutes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the Hardee County Board of County Commissioners, this 17th day of October A.D.2024.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

MAINT RW	MM	10/02/2024	<b>MAINTAINED RIGHT OF WAY MAP</b>			
			<b>COUNTY ROAD NO. 664</b>		<b>HARDEE COUNTY</b>	
			BY	DATE	PREPARED BY:	DATA SOURCE: TOPOGRAPHIC & CONTROL SURVEY BY WANTMAN GROUP INC.
			DRAWN	06-02-2022	FLORIDA DEPARTMENT OF TRANSPORTATION	
			CHECKED	06-02-2022	F.P. NO. 435830-1	SECTION 0652-000
REVISION	BY	DATE	PAGE 1 OF <b>180</b>			

# MAINTAINED RIGHT OF WAY MAP COUNTY ROAD 664 HARDEE COUNTY, FLORIDA

## GENERAL NOTES

1. THIS MAINTAINED RIGHT OF WAY MAP IS BASED SOLELY ON TOPOGRAPHIC AND CONTROL SURVEY, AND ACCOMPANIED REPORT OF SURVEY BY WANTMAN GROUP, INC. DATED 06-01-2022 AND SIGNED BY ALLEN QUICKEL, PSM #6481.
2. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE (0902), NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011 (PER REPORT).
3. THIS MAP HAS BEEN PREPARED BY FDOT, DISTRICT 1 FOR HARDEE COUNTY FLORIDA.
4. LIMITS OF LITTLE PAYNE CREEK - ORDINARY HIGH WATER ELEVATION 71.65' (NAVD 88).
5. THIS IS NOT A SURVEY.

### LEGEND

(C) = CALCULATED  
 NAVD = NORTH AMERICAN VERTICAL DATUM (1988)  
 NGVD = NATIONAL GEODETIC VERTICAL DATUM (1929)  
 TWP = TOWNSHIP  
 RGE = RANGE  
 F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION  
 F.P.ID. = FINANCIAL PROJECT IDENTIFICATION  
 RR = RAILROAD

__ MAINT RW __	__ MM __	10/02/2024	<b>MAINTAINED RIGHT OF WAY MAP</b>				
_____	_____	_____	<b>COUNTY ROAD NO. 664</b>				
_____	_____	_____	<b>HARDEE COUNTY</b>				
_____	_____	_____	BY	DATE	PREPARED BY:	DATA SOURCE:	
_____	_____	_____	DRAWN	JAR	06-02-2022	FLORIDA DEPARTMENT OF TRANSPORTATION	TOPOGRAPHIC & CONTROL SURVEY BY WANTMAN GROUP INC.
REVISION	BY	DATE	CHECKED	MDM	06-02-2022	F.P. NO. 435830-1	SECTION 0652-000
						<b>PAGE 2 OF 181</b>	

# SECTION 6, TOWNSHIP 33 SOUTH, RANGE 25 EAST HARDEE COUNTY, FLORIDA

1-3/8" IRON PIPE  
NO IDENTIFICATION  
WEST 1/4 CORNER,  
SECTION 6  
CERTIFIED CORNER RECORD #51358

299.56'

N89°53'29"W

2,360.32'

NORTH LINE OF SOUTHEAST 1/4

NORTHEAST CORNER OF  
SOUTHEAST 1/4 OF SECTION 6  
RR SPIKE NO IDENTIFICATION  
CERTIFIED CORNER RECORD #70881



720.33'

S00°00'00"E  
STA. 463+92.15

STATION 466+00.00  
32.50 LEFT

NORTHERLY MAINTAINED  
RIGHT OF WAY LINE

MAINTAINED RIGHT OF WAY

N 61° 09' 41" E

LITTLE PAYNE CREEK  
ORDINARY HIGH WATER

COUNTY ROAD 664 SURVEY BASELINE  
BRIDGE # 060034  
CONCRETE DECK

ORDINARY HIGH WATER  
LITTLE PAYNE CREEK

SOUTHERLY MAINTAINED  
RIGHT OF WAY LINE

MAINTAINED RIGHT OF WAY

STATION 466+00.00  
32.50 RIGHT

STATION 463+00.00  
32.50 LEFT

MAINTAINED RIGHT OF WAY

463 MAINTAINED RIGHT OF WAY

STATION 463+00.00  
32.50 RIGHT

<b>HARDEE COUNTY MAINTAINED RIGHT OF WAY MAP</b>	MAINT. RW	MM	10/02/2024	<b>COUNTY ROAD NO. 664</b>				<b>HARDEE COUNTY</b>	
				BY	DATE	PREPARED BY:	DATA SOURCE: TOPOGRAPHIC & CONTROL SURVEY BY WANTMAN GROUP INC.		
				DRAWN	JAR	06-02-2022			
	REVISION	BY	DATE	CHECKED	MDM	06-02-2022	F.P. NO. 435830-1	SECTION 0652-000	PAGE 3 OF 182



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, County Manager's Office

**ITEM TYPE:** Business Agenda

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

**SUBJECT:** **Terry Atchley, County Manager - Resolution 2025-02, Florida Local Government Finance Commission Loan**

**SUGGESTED ACTION:**

- Motion to approve Resolution 2025-02, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the borrowing of not exceeding \$2,730,000 from the pooled commercial paper loan program of the Florida Local Government Finance Commission pursuant to the terms of the loan agreement among the County, JP Morgan Chase Bank, N.A., and the Commission in order to refinance a portion of a loan previously made to finance certain capital improvements to the public agency's Class I Landfill, and to finance the purchase of major capital equipment and related infrastructure improvements to the landfill, including the reimbursement of certain costs incurred by the county in connection therewith, if any; authorizing the execution of a loan note or loan notes to evidence such borrowing and agreeing to secure such borrowing with a covenant to budget and appropriate legally available non-ad valorem revenues of the county, all as provided in the loan agreement; authorizing the execution and delivery of such other documents as may be necessary to effect such borrowing; and providing an effective date.

**ATTACHMENTS:**  
[Resolution 2025-02 - Hardee Resolution Approving Draw A-3-1.docx](#)  
[Hardee County Note & Closing Docs A-3-1.pdf](#)

**RESOLUTION 2025-02  
HARDEE COUNTY, FLORIDA**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE BORROWING OF NOT EXCEEDING \$2,730,000 FROM THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION PURSUANT TO THE TERMS OF THE LOAN AGREEMENT AMONG THE COUNTY, JPMORGAN CHASE BANK, N.A., AND THE COMMISSION IN ORDER TO REFINANCE A PORTION OF A LOAN PREVIOUSLY MADE TO FINANCE CERTAIN CAPITAL IMPROVEMENTS TO THE PUBLIC AGENCY'S CLASS I LANDFILL, AND TO FINANCE THE PURCHASE OF MAJOR CAPITAL EQUIPMENT AND RELATED INFRASTRUCTURE IMPROVEMENTS TO THE LANDFILL, INCLUDING THE REIMBURSEMENT OF CERTAIN COSTS INCURRED BY THE COUNTY IN CONNECTION THEREWITH, IF ANY; AUTHORIZING THE EXECUTION OF A LOAN NOTE OR LOAN NOTES TO EVIDENCE SUCH BORROWING AND AGREEING TO SECURE SUCH BORROWING WITH A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF THE COUNTY, ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO EFFECT SUCH BORROWING; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA:**

**SECTION 1. DEFINITIONS.** Unless the context of use indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Loan Agreement.

"Act" means, collectively, Part I, Chapter 125, Florida Statutes, Part I, Chapter 163, Florida Statutes, and all other applicable provisions of law.

**"Additional Payments"** means the payments required to be made by the Public Agency pursuant to Sections 5.02(b), 5.02(c), 5.02(d), 5.05, 6.06(e) and 8.04 of the Loan Agreement.

**"Bank"** means JPMorgan Chase Bank, N.A., and any successors thereto.

**"Board"** means the Board of County Commissioners of the Public Agency.

**"Chair"** means the Chair or Vice Chair of the Board, and such other person as may be duly authorized to act on his or her behalf.

**"Clerk"** means the Clerk of Courts of Hardee County, Florida and Ex-Officio Clerk to the Board of County Commissioners of the Public Agency, and such other person as may be duly authorized to act on his or her behalf.

**"Commission"** means the Florida Local Government Finance Commission, and any assigns or successors thereto.

**"County Manager"** means the County Manager of the Public Agency or his designee and such other person as may be duly authorized to act on his or her behalf.

**"Designated Revenues"** means (1) the Public Agency Moneys and (2) the proceeds of the Loan pending the application thereof.

**"Loan"** means the loan to be made by the Commission to the Public Agency from proceeds of the Series A Notes in accordance with the terms of this Resolution and of the Loan Agreement.

**"Loan Agreement"** means the Loan Agreement, dated as of April 5, 2012, among the Public Agency, the Commission and the Bank, as the same may be amended and supplemented.

**"Loan No. A-2-2"** means the loan designated as "Loan No. A-2-2" the proceeds of which were used to refinance a portion of the costs of Project A-2.

**"Loan No. A-3-1"** means the loan designated as "Loan No. A-3-1" the proceeds of which shall be used to refinance a portion of Loan No. A-2-2 and to finance the costs of Project A-3.

**"Loan Rate"** has the meaning set forth in the Loan Agreement.

**"Loan Repayments"** or **"Repayments"** means the payments of principal and interest on the Loan Amounts payable by the Public Agency pursuant to the provisions of the Loan Agreement and all other payments, including Additional Payments, payable by the Public Agency pursuant to the provisions of the Loan Agreement.

**"Non-Ad Valorem Revenues"** means all legally available revenues of the Public Agency derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available to make the Loan Repayments required in the Loan Agreement.

**"Program"** means the Pooled Commercial Paper Loan Program established by the Commission for which the Bank currently provides the Credit Facility.

**"Project A-2"** means the major capital equipment purchases and related infrastructure improvements for the Public Agency's Class I landfill, as generally described in Resolution Number 16-16 adopted by the Public Agency on April 21, 2016, and as more particularly described in the plans and specifications on file with the Public Agency, and as the same may be amended or modified from time to time.

**"Project A-3"** means the costs and expenses related to the major capital equipment purchases and related infrastructure improvements for the Public Agency's Class I landfill, as more particularly described in the plans and specifications on file with the Public Agency, and as the same may be amended or modified from time to time.

**"Public Agency"** means Hardee County, Florida, a political subdivision of the State of Florida.

**"Public Agency Moneys"** shall mean the moneys budgeted and appropriated by the Public Agency from Non-Ad Valorem Revenues for payment of the Loan Repayments pursuant to the Public Agency's covenant to budget and appropriate such Non-Ad Valorem Revenues contained in Section 6.04 of the Loan Agreement.

**"Repayment Schedule"** means the schedule of Repayments of the Loan as provided in Exhibit A attached hereto and incorporated herein, as the same may be amended or modified from time to time.

**"Resolution"** means this Resolution, as the same may from time to time be amended, modified or supplemented.

**"Series A Notes"** means the Commission's Pooled Commercial Paper Notes, Series A (Governmental Issue), to be issued from time to time by the Commission.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

**SECTION 2. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Act.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The Commission has been established for the principal purpose of issuing commercial paper notes in order to provide funds to loan to public agencies, such as the Public Agency, desiring to finance the cost of acquiring, constructing and equipping capital improvements and to finance other governmental needs.

(B) In furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A (Governmental Issue)" pursuant to the Program and shall loan the proceeds of such Series A Notes to public agencies, including the Public Agency.

(C) Pursuant to the authority of the Act, the Commission has agreed to loan, from time to time, to the Public Agency such amounts as shall be authorized herein and in the Loan Agreement in order to enable the Public Agency to finance, refinance and/or reimburse the costs of the acquisition, construction and equipping of various capital improvements, including the Project A-2 and the Project A-3.

(D) The proceeds of Loan No. A-2-2 were used to refinance a portion of the costs of Project A-2.

(E) The Public Agency desires to refinance a portion of the principal amount of Loan No. A-2-2 that is coming due on March 4, 2025 and March 3, 2026, and to finance Project A-3, including reimbursement to the Public Agency for certain costs incurred in connection therewith, if any, all in accordance with the terms hereof.

(F) The Public Agency hereby determines that the provision of funds by the Commission to the Public Agency in the form of the Loan No. A-3-1 pursuant to the terms of the Loan Agreement and the refinancing of Loan No. A-2-2 will assist in the development and maintenance of the public welfare of the residents of the Public Agency, and shall serve a public purpose by improving the health and living conditions, and providing governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs.

(G) Loan No. A-3-1 shall be repaid solely from the Designated Revenues as provided in the Loan Agreement. The ad valorem taxing power of the Public Agency will never be necessary or authorized to make the Loan Repayments.

(H) Due to the potential volatility of the market for tax-exempt obligations such as the Note or Notes to be issued evidencing Loan No. A-3-1, the complexity of the

transactions relating to such Note or Notes and the uniqueness of the Program, it is in the best interest of the Public Agency to deliver the Note or Notes to the Commission pursuant to the Program by a negotiated sale pursuant to Section 218.385(1), Florida Statutes, allowing the Public Agency to utilize the Program in which it participates from time to time and to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Public Agency to obtain the best possible price, issuance costs and interest rate for such Note or Notes.

**SECTION 4. TERMS OF LOAN.** The Public Agency hereby approves of the Loan in an aggregate principal amount of not exceeding \$2,730,000 for the purposes of providing the Public Agency with sufficient funds to refinance Loan No. A-2-2 and to finance the costs of Project A-3 and to pay certain costs and expenses relating to the receipt of the Loan. The Chair and the Clerk are hereby authorized to execute, seal and deliver on behalf of the Public Agency a Loan Note or Notes and other documents, instruments, agreements and certificates necessary or desirable to effectuate the Loan as provided in the Loan Agreement. The Loan Note or Notes with respect to Loan No. A-3-1 shall reflect the terms of the Loan or draws made on account of the Loan and shall be substantially in the form attached to the Loan Agreement as Exhibit D. The County Manager shall determine the amount and timing of funding of the Loan No. A-3-1 in accordance with the terms of the Loan Agreement as shall be determined necessary to refinance a portion of Loan No. A-2-2 and to finance the costs of the Project A-3. The repayment of the principal of the Loan or the draws made on account of the Loan shall be made in accordance with the Repayment Schedule provided in Exhibit A attached hereto and the terms of the Loan Agreement or at such other time or times as shall be determined by the County Manager and shall be permitted by the Loan Agreement; provided the final payment shall not be later than five years from the date of the applicable Loan or draw. The Loan is subject to mandatory prepayment in accordance with Section 5.06 of the Loan Agreement. Draws made in regard to the Loan shall bear interest at the Loan Rate in accordance with the terms of the Loan Agreement. The Public Agency further agrees to make all Loan Repayments required of it pursuant to the terms of the Loan Agreement. The letter of credit fee with respect to the Loan shall equal 51 basis points or such other amount as may be agreed upon between the Public Agency and the Bank.

**SECTION 5. AUTHORIZATION OF REFINANCING AND PROJECT A-3.** The Public Agency does hereby authorize the refinancing of Loan No. A-2-2 and the financing of Project A-3 in accordance with the terms hereof, and Loan No. A-3-1, including reimbursement of any costs incurred by the Public Agency with respect to Project A-3 within 60 days prior to the date hereof or within 60 days of the execution or adoption of any official intent action taken by the Public Agency with respect to reimbursement of Project A-3 that are approved by bond counsel to the Program.

**SECTION 6. SECURITY FOR THE LOAN.** The Public Agency's obligation to repay the Loan will be secured by a pledge of and lien upon the Designated

Revenues in accordance with the terms of the Loan Agreement. The obligation of the Public Agency to repay the Loan shall not be deemed a pledge of the faith and credit or taxing power of the Public Agency and such obligation shall not create a lien on any property whatsoever of or in the Public Agency other than the Designated Revenues.

**SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the making of the Loan by the Commission, this Resolution shall be deemed to be and shall constitute a contract between (i) the Public Agency and (ii) the Commission and the Bank.

**SECTION 8. GENERAL AUTHORITY.** The members of the Board and the officers, attorneys and other agents or employees of the Public Agency are hereby authorized to do all acts and things required of them by this Resolution and the Loan Agreement, or desirable or consistent with the requirements of this Resolution and the Loan Agreement, for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement, and each member, employee, attorney and officer of the Public Agency or its Board is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Loan Agreement.

**SECTION 9. SEVERABILITY.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

**SECTION 10. REPEAL OF INCONSISTENT RESOLUTIONS.** All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED**, in Regular Session this 17th day of October, 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF HARDEE COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
D. Renee Wyatt, Chair

ATTEST:

By: \_\_\_\_\_  
Victoria Rogers, Ex-Officio Clerk to  
the Board of County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah Johnston, County Attorney

## EXHIBIT A

### PROPOSED REPAYMENT SCHEDULE

The principal of the Loan shall be repaid as follows (or on such other date or dates and in such amounts as the Chair shall determine):

<u>                    </u> Date	<u>Principal Amount</u>
September 2, 2025	\$ 500,000
September 1, 2026	500,000
September 7, 2027	500,000
September 5, 2028	500,000
September 4, 2029	730,000

The Loan is subject to mandatory prepayment pursuant to Section 5.06 of the Loan Agreement.

**FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION  
POOLED COMMERCIAL PAPER NOTES, SERIES A-3  
(GOVERNMENTAL ISSUE)**

**HARDEE COUNTY, FLORIDA, DRAW NO. A-3-1  
(JPMorgan Chase Bank LOC)**

**November 14, 2024  
List of Documents**

1. Resolution No. 2025-02 authorizing Draw No. A-3-1
2. Revenue Note Draw No. A-3-1
3. Credit Facility Fees Certificate
4. Draw Request
5. Public Agency General Certificate
6. Certificate as to Arbitrage and Certain Other Tax Matters
7. Information Return to Internal Revenue Service
8. Division of Bond Finance Information Forms
9. Issue Price Certificate of FLGFC
10. Opinion of County Attorney

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
HARDEE COUNTY, FLORIDA  
REVENUE NOTE, DRAW NO. A-3-1  
(JPMorgan Chase Bank)**

<u>Principal Sum</u>	<u>Date of Issuance</u>	<u>Final Maturity Date</u>
\$2,730,000	November 14, 2024	September 4, 2029

**KNOW ALL MEN BY THESE PRESENTS**, that Hardee County, Florida (the "Public Agency"), for value received, hereby promises to pay, solely from the Designated Revenues described in the within-mentioned Loan Agreement, to the order of the Florida Local Government Finance Commission, Tallahassee, Florida, or its successors or assigns (the "Noteholder"), the Principal Sum stated above advanced pursuant to that certain Loan Agreement by and among the Florida Local Government Finance Commission, the Public Agency and JPMorgan Chase Bank, N.A., dated as of April 5, 2012 (the "Loan Agreement"), and to pay interest on such Principal Sum from the Date of Issuance identified above or from the most recent date to which interest has been paid at the interest rate per annum identified in the Loan Agreement commencing on the Date of Issuance until such Principal Sum shall have been paid. The Principal Sum hereof shall be payable upon the Final Maturity Date or earlier prepayment in accordance with the terms of the Loan Agreement and this Note. The Public Agency agrees to make all Loan Repayments in accordance with the terms of the Loan Agreement. Such Principal Sum and interest is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

The Principal Sum shall be paid on the following dates and in the following amounts:

<u>Date</u>	<u>Principal Amount</u>
September 2, 2025	\$500,000
September 1, 2026	500,000
September 7, 2027	500,000
September 5, 2028	500,000
September 4, 2029	730,000

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 125, Florida Statutes, and other applicable provisions of law, a resolution duly adopted by the Public Agency on October 17, 2024 (the "Resolution"), as such resolution may be amended

and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Loan Agreement. Any term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Loan Agreement.

This Note is being issued to (i) refinance a portion of a loan previously made to the Public Agency by the Commission, the proceeds of which were used to finance major capital equipment purchases and related infrastructure improvements to the Public Agency's Class I landfill, as more particularly described in Resolution Number 16-16 adopted by the Public Agency on April 21, 2016, and (ii) finance the acquisition of major capital equipment and related infrastructure improvements for the landfill, as more particularly described in the plans and specifications on file with the Public Agency. This Note is secured by and shall be payable from the Designated Revenues as described in the Loan Agreement.

This Note is subject to optional and mandatory prepayment as provided in the Loan Agreement.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

This Note, when delivered by the Public Agency pursuant to the terms of the Loan Agreement and the Resolution, shall not be or constitute an indebtedness of the Public Agency or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely from the Designated Revenues, as provided in the Loan Agreement and the Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Public Agency or the State, or taxation in any form of any property therein to pay the Note or the interest thereon, except to the extent otherwise specifically provided in the Loan Agreement.

All terms and provisions of the Loan Agreement are hereby incorporated by reference herein.

**IN WITNESS WHEREOF**, the Public Agency caused this Note to be signed by the manual signature of the Chair of the Board of County Commissioners of the Public Agency (the "Board") and the seal of the Public Agency to be affixed hereto or imprinted

or reproduced hereon, and attested by the manual signature of the Deputy Clerk of the Board and this Note to be dated the Date of Issuance set forth above.

**HARDEE COUNTY, FLORIDA**

(SEAL)

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

ATTEST:

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

**CREDIT FACILITY FEES**

The following shall constitute the letter of credit fees for the Loan made by the Commission to the Public Agency on November 14, 2024: 51 Basis Points per annum

Pursuant to the Credit Agreement and the Fee Letter between the Commission and the Bank, dated as of April 5, 2012, the letter of credit fees will increase by 10 basis points for each ratings downgrade of the Public Agency and by 100 basis points upon an Event of Default under the Loan Agreement.

The letter of credit fee applicable to each Draw shall be calculated pursuant to Section 5.02(c) of the Loan Agreement.

Accepted and Approved:

**HARDEE COUNTY, FLORIDA**

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

**ADMINISTRATOR**

By: \_\_\_\_\_  
Title: Program Administrator

**BANK**

By: \_\_\_\_\_  
Title: Authorized Signatory

## **DRAW REQUEST**

I, Chair of the Board of County Commissioners of Hardee County, Florida (the "Public Agency"), do hereby request from the Florida Local Government Finance Commission (the "Commission") a draw in the principal amount of \$2,730,000 on March 2, 2021, in accordance with the terms of that certain Loan Agreement dated as of April 5, 2012, among the Commission, the Public Agency and JPMorgan Chase Bank, N.A. Such draw shall be Draw No. A-3-1 (JPMorgan Chase Bank LOC) which has been authorized by the governing body of the Public Agency.

**HARDEE COUNTY, FLORIDA**

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Chair

## PUBLIC AGENCY GENERAL CERTIFICATE

The undersigned, Chair and Clerk of the Board of County Commissioners (the "Board") of Hardee County, Florida (the "Public Agency"), acting for and on behalf of the Public Agency, hereby certify as of the date hereof as follows:

1. That the representations and warranties of the Public Agency set forth in the Loan Agreement, dated as of April 5, 2012 among the Public Agency, the Florida Local Government Finance Commission (the "Commission") and JPMorgan Chase Bank, N.A., are true and correct in all material respects on the date hereof; the Public Agency is in compliance with all terms, covenants and conditions of the Loan Agreement on the date hereof; and no Event of Default (as defined in the Loan Agreement) or condition, event or act which with notice or lapse of time or both would become an Event of Default exists on the date hereof.

2. That the Public Agency has incurred, since the date of its last draw under the Loan Agreement, the Debt incurred in Schedule A attached hereto.

3. That, to the best of our knowledge, within one year from the date hereof the Public Agency intends to incur the debt pledging the Designated Revenues as described in Schedule B attached hereto.

4. That there has not been any material adverse change in the financial condition of the Public Agency since the date the last financial statements were filed with the Bank.

5. That we did heretofore cause to be officially executed the Revenue Note described in Schedule C attached hereto (the "Loan Note") of the Public Agency and the Loan Agreement.

6. That the Chair of the Board has caused to be executed the Loan Note by her manual signature, and that said Chair was on the date she signed the Loan Note and is now the duly appointed, qualified and acting Chair of the Board.

7. That we have caused the official seal of the Public Agency to be imprinted on the Loan Note, said seal imprinted hereon being the official seal of the Public Agency, and that said Clerk was on the date she signed the Loan Note and is now the duly elected, qualified and acting Clerk of the Public Agency.

8. That the seal which has been impressed on or otherwise reproduced on the Loan Note and upon this certificate is the legally adopted, proper and only seal of the Public Agency.

9. That there is no litigation pending or, to our knowledge, threatened to restrain or enjoin the issuance or delivery of the Loan Note or in any way contesting or affecting

any authority for the issuance of the Loan Note, or the validity of the Loan Note, or in any way contesting the existence or the powers of the Public Agency.

10. That the Public Agency has the power and authority to enter into the Loan Agreement as authorized by resolution of the Public Agency. Such resolution was duly adopted by the Board, has not been modified or amended in any manner, and is in full force and effect as of the date hereof.

11. That no obligation issued or guaranteed by the Public Agency is in default or has been in default any time after December 31, 1975, as to principal and interest.

12. The computation of the interest rate on the Loan Note issued by the Public Agency on the date hereof is in compliance with the requirements of Section 215.84(3), Florida Statutes.

Any terms not otherwise defined herein shall have the meanings assigned such terms in the Loan Agreement.

**IN WITNESS WHEREOF**, we have hereunto set our hands and affixed the official seal of the Public Agency as of this 14th day of November, 2024.

(SEAL)	<u>Title of Office</u>	<u>Term of Office Commences</u>	<u>Term of Office Expires</u>
_____	Chair	November 2023	November 2024
_____	Clerk	January 2021	January 2025

I, Director of Budget and Finance to the Board of County Commissioners of Hardee County, Florida, do hereby certify that each of the above-described individuals are now and have continuously been since the dates of beginning of their respective current terms of office shown above, the duly elected, qualified and acting officers of the Public Agency.

\_\_\_\_\_  
Director of Budget and Finance

**SCHEDULE A**

Description of Debt incurred since last Draw (March 2, 2021)

None

## **SCHEDULE B**

Description of Debt secured by Designated Revenues to be issued within one year.

None

## **SCHEDULE C**

### **Description of Loan Note**

\$2,730,000 Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank LOC), dated as of November 14, 2024.

**CERTIFICATE AS TO ARBITRAGE  
AND CERTAIN OTHER TAX MATTERS**

We, the Chair of the Board of County Commissioners of Hardee County, Florida (the "Public Agency"), and the Clerk to the Public Agency, being persons duly charged, together with others, with the responsibility for issuing the \$2,730,000 Hardee County, Florida Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank LOC) (the "Draw No. A-3-1 Note"), dated November 14, 2024, and being issued this day, **DO HEREBY CERTIFY** that:

**1. AUTHORIZATION AND DEFINITIONS.** The Draw No. A-3-1 Note is being issued pursuant to the authority contained in Chapter 125, Florida Statutes, a resolution adopted by the Public Agency on October 17, 2024 (the "Resolution"), and the Loan Agreement, dated as of April 5, 2012 (the "Loan Agreement"), among the Public Agency, the Florida Local Government Finance Commission (the "Commission") and JPMorgan Chase Bank, N.A. (the "Bank"). The Loan Agreement has been entered into by the Public Agency in order to participate in the Commission's Pooled Commercial Paper Loan Program whereby the Commission will issue Commercial Paper Notes from time to time pursuant to an Indenture of Trust, dated as of June 6, 2011 (the "Indenture"), between the Commission and U.S. Bank Trust Company, National Association, as Trustee, and loan the proceeds of such Notes to various government entities, such as the Public Agency. The Commercial Paper Notes are further secured by a Letter of Credit, dated June 6, 2011 (the "Letter of Credit"), issued by the Bank.

The terms defined in the Resolution and the Loan Agreement shall retain the meanings set forth therein when used in this Certificate unless the context clearly indicates another meaning is intended. Other terms used in this Certificate shall have the meanings set forth for same in other provisions hereof or in the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder and under the Internal Revenue Code of 1954, as amended (collectively, the "Code"), or in the Regulations applicable thereto, or in the Arbitrage Rebate Statement attached hereto as Exhibit A, in each case unless the context clearly indicates another meaning is intended.

**2. PURPOSE.** The Draw No. A-3-1 Note is being issued for the purpose of providing moneys to (i) refinance a loan (the "Prior Loan") previously made by the Commission, the proceeds of which were used to finance major capital equipment purchases and related infrastructure improvements for the Public Agency's Class I Landfill within the Public Agency, as more particularly described in the Resolution (the "Prior Project"), and (ii) finance major capital equipment purchases and related infrastructure improvements to the landfill, all within the Public Agency, as more particularly described in the plans and specifications on file with the Public Agency and as the same may be amended or modified from time to time (the "Project A-3"). There are no unspent proceeds of the Prior Loan.

**3. ALLOCATION.** For purposes of this Certificate, the portion of the proceeds of the Draw No. A-3-1 Note that will be used to refinance the Prior Loan and the portion of the Draw No. A-3-1 Note that will be applied to finance the costs of the Project A-3 shall be considered proceeds of separate issues, respectively referred to herein as the "Refunding Issue" and the "New Money Issue." The proceeds of the Draw No. A-3-1 Note shall be allocated to the Refunding Issue and the New Money Issue in accordance with the U.S. Treasury Regulations, particularly Sections 1.148-4 and 1.149-9 or any successor provisions. The Public Agency hereby covenants and agrees to comply with all of the allocation rules contained in the Code.

**4. FACTS, ESTIMATES AND CIRCUMSTANCES.** On the basis of the facts, estimates and circumstances in existence on the date hereof, I reasonably expect the following with respect to the Draw No. A-3-1 Note and with respect to the proceeds of the Draw No. A-3-1 Note:

(a) NET PROCEEDS. The amount of proceeds received by the Public Agency from the sale of the Draw No. A-3-1 Note (the "Net Proceeds") is \$2,730,000, the principal amount of the Draw No. A-3-1 Note.

(b) NO OVERISSUANCE. Taking into account other available funds, the amount of Net Proceeds necessary to refinance the Prior Loan, finance the Project A-3, to pay the costs of issuance described in Section 4(c) hereof and to pay interest and other costs associated with the Draw No. A-3-1 Note equals or exceeds \$2,730,000 plus any investment earnings on such amounts.

(c) COSTS OF ISSUANCE. An amount of Net Proceeds of the Draw No. A-3-1 Note equal to \$-0- shall be used on the date hereof to pay the Public Agency's share of the costs of establishing and operating the Pooled Commercial Paper Loan Program.

(d) REFINANCING OF PRIOR LOAN. A portion of the Net Proceeds equal to \$1,730,000 shall be used on the date hereof to pay the principal of the Prior Loan.

(e) THE PROJECT A-3.

(i) Deposit of Net Proceeds. An amount of the Net Proceeds equal to the par amount of the Draw No. A-3-1 Note, less the amount of costs of issuance described in Section 4(c) hereof, less the amount to be held in the contingency account and less the amount, if any, deposited with the Trustee on the date hereof to pay interest on the Draw No. A-3-1, will be deposited in an account held by the Public Agency, and such amount and investment earnings thereon will be used to pay for the costs of the Project A-3.

(ii) Use of Moneys. The Public Agency expects to spend all of the Net Proceeds of the New Money Issue and any investment proceeds related thereto on or before the third anniversary hereof.

(iii) Binding Obligations. The Public Agency has spent or expects, within six months of the date hereof, to spend (or to enter into binding obligations with third parties obligating the Public Agency to spend) from the Net Proceeds of the New Money Issue any investment proceeds thereon, an amount at least equal to 5% of the costs of the Project A-3 to be financed from the Net Proceeds of the New Money Issue (including capitalized interest, if any) in order to commence or acquire such portion of the Project A-3.

(iv) Due Diligence. Work on the acquisition and construction of the Project A-3 to be funded from the Net Proceeds of the New Money Issue will proceed with due diligence to the completion thereof.

(v) Disposal of Project A-3. The Project A-3 is not expected to be sold or disposed of prior to the maturity date of the Draw No. A-3-1 Note, except such portions as may be disposed of in the normal course of business.

(vi) No Reimbursement. The Public Agency will not reimburse itself from proceeds of Draw No. A-3-1 Note for any expenditures made by the Public Agency prior to the date of Draw No. A-3-1 Note except for (A) any expenditures that were made within 60 days prior to the adoption date of Resolution No. 2025-02 (October 17, 2024) and (B) any "preliminary expenditures" authorized to be reimbursed pursuant to Treasury Regulations Section 1.150-2 to the extent the amount of such "preliminary expenditures" do not exceed 20% of the proceeds of the New Money Issue.

**5. PAYMENT OF DRAW NO. A-3-1 NOTE.** The Public Agency has agreed pursuant to the Loan Agreement to deposit with the Trustee on the first day of each month for disposition in accordance with the terms of the Indenture sufficient money to pay the interest coming due on the Draw No. A-3-1 Note, as well as various administrative expenses, during such month.

## **6. YIELD.**

(a) GENERAL. For purposes of this Certificate, note yield is, and shall be, calculated in the manner provided in Treasury Regulations Section 1.148-4, and the provisions therein will be complied with in all respects. The term "note yield" means, with respect to a note, the discount rate that when used in computing the present value of all the unconditionally payable payments of principal and interest and all the payments for a qualified guarantee paid and to be paid with respect to the note produces an amount equal to the present value, using the same discount rate, of the issue price of the note as of its issue date. In computing the purchase price of the Draw No. A-3-1 Note, which is equal to the issue price, the Public Agency did not take into consideration the costs of issuance. The purchase price of the Draw No. A-3-1 Note, therefore, is the principal amount, less Letter of Credit fees. For purposes hereof, yield is, and shall be, calculated on a 360-day year basis with interest compounded semiannually. The yield on the Draw No. A-3-1 Note

calculated in the above-described manner is herein referred to as the "Note Yield." It should be noted, however, that such yield may, under certain circumstances set forth in the Treasury Regulations, be subject to recalculation. See Exhibit A hereto.

The purchase price of all obligations other than tax-exempt investments ("Taxable Obligations") to which restrictions as to yield under this Certificate apply shall be calculated using (i) the price, taking into account discount, premium, and accrued interest, as applicable, actually paid or (ii) the fair market value (as described in the Arbitrage Rebate Statement attached hereto as Exhibit A) if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Public Agency will acquire all such Taxable Obligations directly from the United States Treasury or in arms length transactions without regard to any amounts paid to reduce the yield on such Taxable Obligations and the Public Agency will not pay or permit the payment of any amounts to reduce the yield on any Taxable Obligations.

(b) LETTER OF CREDIT. According to information supplied by JPMorgan Securities LLC, the present value of the debt service savings reasonably expected to result from the purchase of the Letter of Credit, discounted at the Note Yield, computed without taking into account the Letter of Credit fees, exceeds the amount of the Letter of Credit fees. Thus, for purposes of calculating the Note Yield, the Letter of Credit fees are treated as an interest payment on the date of payment thereof. For all other purposes such amount is treated as an expense of issuance.

(c) YIELD REDUCTION PAYMENTS. Any amounts subject to yield restrictions may be subject to yield reduction payments pursuant to Treasury Regulations Section 1.148-5(c).

**7. FURTHER CERTIFICATIONS.** The Public Agency will neither take nor permit any action which would cause the Draw No. A-3-1 Note to become a Private Activity Bond (as such term is defined in the Code), including, without limitation, any sale, lease, management or similar use of the capital improvements finance and refinanced with the proceeds of the Draw No. A-3-1 Note to or by any person other than a governmental unit. None of the Gross Proceeds of the Draw No. A-3-1 Note are expected to be used directly or indirectly in any trade or business carried on by any person other than a governmental unit.

No bonds or other obligations of the Public Agency (a) were sold in the 15 days preceding the date of sale of the Draw No. A-3-1 Note or (b) were or will be sold within the 15 days after the date of sale of the Draw No. A-3-1 Note, pursuant to a common plan of financing with the plan for the issuance of the Draw No. A-3-1 Note and payable out of substantially the same source of revenues.

The Public Agency does not expect that the proceeds of the Draw No. A-3-1 Note will be used in a manner that would cause it to be an arbitrage bond under Section 148 of the Code. The Public Agency does not expect that the proceeds of the Draw No. A-3-1 Note will be used in a manner that would cause the interest on the Draw No. A-3-1 Note to be includable in the gross income of the holder of the Draw No. A-3-1 Note under Section 103 of the Code.

**8. REBATE.** In the event the Public Agency has Rebatable Arbitrage, it agrees to establish a rebate account, which shall be held for the benefit of the United States Government as contemplated under the provisions hereof. The Public Agency acknowledges and agrees to comply with the terms of the Arbitrage Rebate Statement attached hereto as Exhibit A. The Public Agency hereby makes the elections, if any, provided for in such Arbitrage Rebate Statement.

Under certain conditions more particularly described in Section 3 of the Arbitrage Rebate Statement attached hereto as Exhibit A, the Public Agency may qualify for an exemption for all or a portion of its obligation to rebate certain investment earnings on the proceeds of the Draw No. A-3-1 Note.

**9. AMENDMENTS.** The provisions hereof need not be observed and this Certificate may be amended or supplemented at any time by the Public Agency if, in each case, the Public Agency receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause, and that the terms of such amendment or supplement will not cause, the Draw No. A-3-1 Note to become an arbitrage bond under Section 148 of the Code, or other applicable section of the Code, or otherwise cause interest on the Draw No. A-3-1 Note to become includable in gross income for federal income tax purposes under the Code.

**10. DRAW NO. A-3-1 NOTE NOT FEDERALLY GUARANTEED.** Payment of debt service on the Draw No. A-3-1 Note is not directly or indirectly guaranteed in whole or in part by the United States, within the meaning of Section 149(b) of the Code. None of the Net Proceeds will be invested directly or indirectly in federally insured deposits or accounts except for Net Proceeds invested during any applicable temporary periods until such Net Proceeds are needed for the purpose for which the Draw No. A-3-1 Note is being issued.

**11. DRAW NO. A-3-1 NOT HEDGE BOND.** (a) It was reasonably expected at the time of issuance of the Prior Loan that not less than 85% of the net proceeds of the Prior Loan would be used to carry out the governmental purposes of the Prior Loan within three years from the date of its issuance. Not more than 50% of the net proceeds of the Prior Loan were invested in nonpurpose investments having a substantially guaranteed yield for four years or more (including but not limited to any investment contract or fixed yield investment having a maturity of four years or more). The reasonable expectations

stated above were not based on and do not take into account any expectations or assumptions as to the occurrence of changes in market interest rates or of federal tax law or regulations or rulings thereunder. These reasonable expectations were not based on any prepayments of items other than items which are customarily prepaid.

(b) It is reasonably expected that not less than 85% of the Net Proceeds of the New Money Issue will be used to carry out the governmental purposes of the New Money Issue within three years from the date hereof. Not more than 50% of the Net Proceeds will be invested in nonpurpose investments having a substantially guaranteed yield for four years or more (including but not limited to any investment contract or fixed yield investment having a maturity of four years or more). The reasonable expectations stated above are not based on and do not take into account any expectations or assumptions as to the occurrence of changes in market interest rates or of federal tax law or regulations or rulings thereunder. Those reasonable expectations are not based on any prepayments of items other than items which are customarily prepaid.

**12. ADDITIONAL COVENANTS.** The Public Agency further agrees to (a) impose such limitations on the investment or use of moneys or investments related to the Draw No. A-3-1 Note, (b) make such rebate payments to the United States Treasury, (c) maintain such records, (d) perform such calculations, (e) enter into such agreements, and (f) perform such other acts as may be necessary under the Code to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Draw No. A-3-1 Note, which it may lawfully do.

**13. INFORMATION.** The Public Agency agrees to file all information statements as may be required by the Code.

**14. VALUATION AND MARKET PRICE RULES.** In determining the amounts on deposit in any fund or account for purposes of this Certificate, the "market price rules" set forth in Exhibit A attached hereto shall apply.

**15. NO REPLACEMENT.** No portion of the amounts received from the issuance, conversion, sale or remarketing of the Draw No. A-3-1 Note will be used as a substitute for other funds which were otherwise to be used for the purposes for which the Draw No. A-3-1 Note is being issued, and which have been or will be used to acquire, directly or indirectly, obligations producing a yield in excess of the Note Yield. The weighted average maturity of the New Money Issue does not exceed 120% of the average reasonably expected economic life of the capital improvements related to Project A-3. The weighted average maturity of the Refunding Issue does not exceed 120% of the average reasonably expected economic life of the Prior Project.

**16. LIMITATIONS ON PRIVATE USE; REMEDIAL ACTION.** Either (a) the Public Agency has not and will not permit the Project A-3 or the Prior Project to be

used by any private non-governmental entity (a "Private User") to the extent such use exceeds 10% of the Project A-3 or the Prior Project, or (b) the Public Agency has not and will not (i) secure, directly or indirectly, more than 10% of either principal or interest on the Draw No. A-3-1 Note by (A) any interest in property used or to be used by any Private User or (B) any payments in respect of property used or to be used by any Private User, or (ii) directly or indirectly, cause or permit more than 10% of either principal or interest on the Draw No. A-3-1 Note to be derived from payments (whether or not to the Public Agency) in respect of property, or borrowed money, used or to be used by any Private User. Use by the general public does not constitute use by Private Users.

No portion of the proceeds of the Draw No. A-3-1 Note or any other obligation financed or refinanced, directly or indirectly, in whole or in part with the proceeds of such obligations has been or will be loaned, directly or indirectly, by the Public Agency or any other person to any person.

The Public Agency will not sell, lease (other than as permitted under the limitations described above), allow the private management of or otherwise dispose of, directly or indirectly, in whole or in part, whether for consideration or otherwise, the Project A-3 or the Prior Project unless prior to any sale, lease or other disposition, the Public Agency receives the approval of Bond Counsel.

In the event that the Public Agency takes any action, or fails to take any action, the result of which would adversely affect the tax-exempt status of the Draw No. A-3-1 Note, the Public Agency will immediately take such remedial action as permitted by the Code (including, particularly Sections 141 and 150 thereof) and the regulations thereunder to preserve such tax-exempt status including, if necessary, the defeasance and/or redemption of all or a portion of the Draw No. A-3-1 Note from funds derived from a source other than tax-exempt obligations.

See Revenue Procedure 2017-13 which provides rules regarding the use of management, service or incentive payment contracts between the Public Agency and a service provider regarding the Project A-3 or the Prior Project.

**17. NO ADVERSE ACTION.** The Public Agency has neither received notice that its Certificate may not be relied upon with respect to its issues, nor has it been advised that any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge and belief there are no facts, estimates or circumstances other than those expressed herein that materially affect the expectations herein expressed, and, to the best of our knowledge and belief, the Public Agency's expectations are reasonable. We further represent that the Public Agency expects and intends to be able to comply with the provisions and procedures set forth herein, including Section 148 of the Code.

**IN WITNESS WHEREOF**, we have hereunto set our hands as of this 14th day of November, 2024.

**HARDEE COUNTY, FLORIDA**

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Chair

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Clerk to the Board

## EXHIBIT A

### ARBITRAGE REBATE STATEMENT

This Arbitrage Rebate Statement ("Statement") is intended to set forth certain duties and requirements necessary for compliance with Section 148(f) of the Code to the extent necessary to preserve the tax exempt treatment of interest on the Draw No. A-3-1 Note. This Statement is based upon Section 148(f) of the Code and by analogy, to the Regulations. However, it is not intended to be exhaustive.

Since the requirements of such Section 148(f) are subject to amplification and clarification, it may be necessary to supplement or modify this Statement from time to time to reflect any additional or different requirements of such Section and the Regulations or to specify that action required hereunder is no longer required or that some further or different action is required to maintain or assure the exemption from federal income tax of interest with respect to the Draw No. A-3-1 Note.

**SECTION 1. TAX COVENANTS.** Pursuant to the Loan Agreement, the Public Agency has made certain covenants designed to assure that the interest with respect to the Draw No. A-3-1 Note is and shall remain excludable from gross income for purposes of federal income taxation. The Public Agency shall not, directly or indirectly, use or permit the use of any proceeds of the Draw No. A-3-1 Note or any other funds or take or omit to take any action that would cause the Draw No. A-3-1 Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or that would cause interest on the Draw No. A-3-1 Note to be included in gross income for federal income tax purposes under the provisions of the Code. The Public Agency shall comply with all other requirements as shall be determined by Bond Counsel to be necessary or appropriate to assure that interest on the Draw No. A-3-1 Note will be excludable from gross income for purposes of federal income taxation. To that end, the Public Agency shall comply with all requirements of Section 148 of the Code to the extent applicable to the Draw No. A-3-1 Note.

**SECTION 2. DEFINITIONS.** Capitalized terms used herein, not otherwise defined herein, shall have the same meanings set forth in the Resolution and in the Public Agency's Certificate as to Arbitrage and Certain Other Tax Matters relating to the Draw No. A-3-1 Note.

**"Bond Counsel"** means Nabors, Giblin & Nickerson, P.A., Tampa, Florida or such other firm of nationally recognized bond counsel as may be selected by the Public Agency.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Computation Date"** means any date selected by the Public Agency as a computation date pursuant to Section 1.148-3(e) of the Regulations and the Final Computation Date.

**"Final Computation Date"** means the date the Draw No. A-3-1 Note is discharged.

**"Fair Market Value"** means, when applied to a Nonpurpose Investment, the Fair Market Value of such Investment as determined in accordance with Section 4 hereof.

**"Gross Proceeds"** means, with respect to the Draw No. A-3-1 Note:

- (1) Amounts constituting Sale Proceeds of the Draw No. A-3-1 Note.
- (2) Amounts constituting Investment Proceeds of the Draw No. A-3-1 Note.
- (3) Amounts constituting Transferred Proceeds of the Draw No. A-3-1 Note.
- (4) Other amounts constituting Replacement Proceeds of the Draw No. A-3-1 Note, including Pledged Moneys.

**"Investment Proceeds"** means any amounts actually or constructively received from investing proceeds of the Draw No. A-3-1 Note.

**"Investment Property"** shall have the meaning as ascribed to such term in Section 148(b)(2) of the Code, which includes any security, obligation or other property held principally as a passive vehicle for the production of income, within the meaning of Section 1.148-1(e) of the Regulations.

**"Issue Date"** means the date of issuance of the Draw No. A-3-1 Note.

**"Net Proceeds"** means the Sale Proceeds, less the portion of such Proceeds invested in a reasonably required reserve or replacement fund under the Code.

**"Nonpurpose Investment"** means any Investment Property in which Gross Proceeds are invested which is not an investment that is acquired to carry out the governmental purpose of the Draw No. A-3-1 Note, e.g., obligations acquired with Gross Proceeds that are invested temporarily until needed for the governmental purpose of the Draw No. A-3-1 Note, that are used to discharge a prior issue, or that are invested in a reasonably required reserve or replacement fund, as referenced in Section 1.148-1(b) of the Regulations.

**"Nonpurpose Payments"** shall include the payments with respect to Nonpurpose Investments specified in Section 1.148-3(d)(1)(i)-(v) of the Regulations.

**"Nonpurpose Receipts"** shall include the receipts with respect to Nonpurpose Investments specified in Section 1.148-3(d)(2)(i)-(iii) of the Regulations.

**"Note Year"** means any one-year period (or shorter period from the Issue Date) ending on the close of business on the day preceding the anniversary of the Issue Date.

**"Pledged Moneys"** means moneys that are reasonably expected to be used directly or indirectly to pay debt service on the Draw No. A-3-1 Note or as to which there is a reasonable assurance that such moneys or the earnings thereon will be available directly or indirectly to pay debt service on the Draw No. A-3-1 Note if the Public Agency encounters financial difficulties.

**"Pre-Issuance Accrued Interest"** means amounts representing interest that has accrued on an obligation for a period of not greater than one year before its issue date but only if those amounts are paid within one year after the Issue Date.

**"Proceeds"** means any Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Draw No. A-3-1 Note.

**"Qualified Administrative Costs"** means reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage and selling commissions that are comparable to those charged nongovernmental entities in transactions not involving tax-exempt bond proceeds, but not legal and accounting fees, recordkeeping, custody or similar costs. In addition, with respect to a guaranteed investment contract or investments purchased for a yield restricted defeasance escrow, such costs will be considered reasonable if (1) the amount of the fee the Public Agency treats as a Qualified Administrative Cost does not exceed the lesser of (a) \$49,000 (for calendar year 2024), and (b) 0.2% of the "computational base," or, if more, \$5,000; and (2) the Public Agency does not treat as Qualified Administrative Costs more than \$138,000 (for calendar year 2024) in brokers' commissions or similar fees with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with Gross Proceeds of the issue. For purposes of this definition only, "computational base" shall mean, with respect to guaranteed investment contracts, the amount of Gross Proceeds the Public Agency reasonably expects, as of the date the contract is acquired, to be deposited in the guaranteed investment contract over the term of the contract and for investments other than guaranteed investment contracts, "computational base" shall mean the amount of Gross Proceeds initially invested in such investments. The above-described safe harbor dollar amounts shall be increased each calendar year for cost-of-living adjustments pursuant to Section 1.148-5(e) of the Regulations.

**"Rebatable Arbitrage"** means, as of any Computation Date, the excess of the future value of all Nonpurpose Receipts over the future value of all Nonpurpose Payments.

**"Rebate Account"** means the rebate account described in Section 7 of the Arbitrage Certificate.

**"Regulations"** means Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1 and (d)-1, and 1.150-0 through 1.150-2, as amended, and any regulations amendatory, supplementary or additional thereto.

**"Replacement Proceeds"** means amounts that have a sufficiently direct nexus to the Draw No. A-3-1 Note or to the governmental purpose of the Draw No. A-3-1 Note to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Draw No. A-3-1 Note were not used or to be used for that governmental purpose. For this purpose, governmental purposes include the expected use of amounts for the payment of debt service on a particular date. The mere availability or preliminary earmarking of amounts for a governmental purpose, however, does not in itself establish a sufficient nexus to cause those amounts to be Replacement Proceeds. Replacement Proceeds include, but are not limited to, amounts held in a sinking fund or a pledged fund. For these purposes, an amount is pledged to pay principal of or interest on the Draw No. A-3-1 Note if there is reasonable assurance that the amount will be available for such purposes in the event that the issuer encounters financial difficulties.

**"Sale Proceeds"** means any amounts actually or constructively received by the Public Agency from the sale of the Draw No. A-3-1 Note, including amounts used to pay underwriters' discount or compensation and interest other than Pre-Issuance Accrued Interest. Sale Proceeds shall also include, but are not limited to, amounts derived from the sale of a right that is associated with a Draw No. A-3-1 Note and that is described in Section 1.148-4(b)(4) of the Regulations.

**"Tax-Exempt Investment"** means (i) an obligation the interest on which is excluded from gross income pursuant to Section 103 of the Code, (ii) United States Treasury-State and Local Government Series, Demand Deposit Securities, and (iii) stock in a tax-exempt mutual fund as described in Section 1.150-1(b) of the Regulations. Tax-Exempt Investment shall not include a specified private activity bond as defined in Section 57(a)(5)(C) of the Code. For purposes of this Statement, a tax-exempt mutual fund includes any regulated investment company within the meaning of Section 851(a) of the Code meeting the requirements of Section 852(a) of the Code for the applicable taxable year; having only one class of stock authorized and outstanding; investing all of its assets in tax-exempt obligations to the extent practicable; and having at least 98% of (1) its gross income derived from interest on, or gain from the sale of or other disposition of, tax-exempt obligations or (2) the weighted average value of its assets represented by investments in tax-exempt obligations.

**"Transferred Proceeds"** shall have the meaning provided therefor in Section 1.148-9 of the Regulations.

**"Universal Cap"** means the value of the outstanding Draw No. A-3-1 Note.

**"Value" (of the Draw No. A-3-1 Note)** means the outstanding principal amount of the Draw No. A-3-1 Note, plus accrued unpaid interest.

**"Value" (of an Investment)** shall have the following meaning in the following circumstances:

(1) General Rules. Subject to the special rules in the following paragraph, an issuer may determine the value of an investment on a date using one of the following valuation methods consistently applied for all purposes relating to arbitrage and rebate with respect to that investment on that date:

(a) an investment with not more than two percent original issue discount or original issue premium may be valued at its outstanding stated principal amount, plus accrued unpaid interest on such date;

(b) a fixed rate investment may be valued at its present value on such date;  
and

(c) an investment may be valued at its Fair Market Value on such date.

(2) Special Rules. Yield restricted investments are to be valued at present value provided that (except for purposes of allocating Transferred Proceeds to an issue, for purposes of the Universal Cap and for investments in a commingled fund other than a bona fide debt service fund unless it is a certain commingled fund):

(a) an investment must be valued at its Fair Market Value when it is first allocated to an issue, when it is disposed of and when it is deemed acquired or deemed disposed of, and provided further that;

(b) in the case of Transferred Proceeds, the Value of a Nonpurpose Investment that is allocated to Transferred Proceeds of a refunding issue on a transfer date may not exceed the Value of that investment on the transfer date used for purposes of applying the arbitrage restrictions to the refunded issue.

**"Yield on the Notes"** means, for all Computation Dates, the Yield expected as of the date hereof on the Draw No. A-3-1 Note over the term of such Draw No. A-3-1 Note computed by:

(i) using as the purchase price of the Draw No. A-3-1 Note, the amount at which such Draw No. A-3-1 Note was sold to the public within the meaning of Sections 1273 and 1274 of the Code; and

(ii) assuming that the Draw No. A-3-1 Note will be paid at its scheduled maturity date or in accordance with any mandatory redemption requirements.

**"Yield"** means, generally, the discount rate which, when used in computing the present value of all the unconditionally payable payments of principal and interest on an obligation and all the payments for a qualified guarantee paid and to be paid with respect to such obligation, produces an amount equal to the present value of the issue price of such obligation. Present value is computed as of the date of issue of the obligation. There are, however, many additional specific rules contained in the Regulations which apply to the calculation and recalculation of yield for particular obligations and such rules should be consulted prior to calculating the yield for the Draw No. A-3-1 Note on any Computation Date. Yield shall be calculated on a 360-day year basis with interest compounded semi-annually. For this purpose the purchase price of a Nonpurpose Investment or Tax-Exempt Investment is its Fair Market Value, as determined pursuant to Section 4 of this Statement, as of the date that it becomes allocated to Gross Proceeds of the Draw No. A-3-1 Note.

### **SECTION 3. REBATE REQUIREMENTS.**

(a) The Public Agency shall pay to the United States Government at the times and in the amounts determined hereunder the Rebatale Arbitrage. For purposes of determining the Rebatale Arbitrage, the Public Agency shall cause the calculations to be made by competent tax counsel or other financial or accounting advisors or persons to ensure correct application of the rules contained in the Code and the Regulations relating to arbitrage rebate.

(b) Within 30 days after any Computation Date, the Public Agency shall calculate or cause to be calculated the Rebatale Arbitrage or penalty due pursuant to Section 3(c) hereof. Immediately following such calculations, but in no event later than 60 days following the Computation Date, the Public Agency shall remit an amount which when added to the future value of previous rebate payments shall not be less than 90 percent (100 percent with respect to the Computation Date on the final repayment or retirement of the Draw No. A-3-1 Note) of the Rebatale Arbitrage or 100% of any penalty due pursuant to Section 3(c) hereof as of the applicable Computation Date.

Each payment shall be accompanied by Internal Revenue Service Form 8038-T.

(c) The obligation to pay Rebatale Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the Draw No. A-3-1 Note, if (i) Gross Proceeds are expended for the governmental purpose of the Draw No. A-3-1 Note by no later than the date which is six months after the Issue Date and if it is not anticipated that any other Gross Proceeds will arise during the remainder of such Issues and (ii) the requirement to pay Rebatale Arbitrage, if any, to the United States with respect to any reasonably required debt service reserve funds allocable are met. For purposes of the

preceding sentence, Gross Proceeds do not include (i) amounts deposited in a bona fide debt service fund, so long as the funds therein constitute bona fide debt service funds, or a reasonably required reserve or replacement fund (meeting the requirements of Section 1.148-2(f) of the Regulations), (ii) amounts that, as of the Issue Date, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the date which is six months after the Issue Date, (iii) amounts representing Sale or Investment Proceeds derived from any Purpose Investment (as defined in Section 1.148-1 of the Regulations) and earnings on those payments, and (iv) amounts representing any repayments of grants (as defined in Section 1.148-6(d)(4) of the Regulations). If Gross Proceeds are in fact expended by such date, then, except as to any reasonably required debt service reserve funds allocable to the Draw No. A-3-1 Note, Rebatable Arbitrage with respect to such Gross Proceeds need not be calculated and no payment thereof to the United States Department of Treasury need be made. Use of Gross Proceeds to redeem the Draw No. A-3-1 Note shall not be treated as an expenditure of such Gross Proceeds.

Notwithstanding the foregoing, if Gross Proceeds which were reasonably expected to be Gross Proceeds on the Issue Date actually become available after the date which is six months after the Issue Date, then the requirements described herein relating to the calculation of Rebatable Arbitrage and the payment thereof to the United States must be satisfied, except that no such calculation or payment need be made with respect to the initial six-month period. Any other amounts not described in this Section 3(c) which constitute proceeds of the Draw No. A-3-1 Note, other than a bona fide debt service fund, will be subject to rebate.

**THE FOLLOWING PARAGRAPH (d) SHALL ONLY APPLY WITH RESPECT TO THE NEW MONEY ISSUE.**

(d) As an alternative to Section 3(c) above, the obligation of the Public Agency to pay Rebatable Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the Draw No. A-3-1 Note if (i) the rebate requirement is met for all proceeds of the Draw No. A-3-1 Note other than Gross Proceeds (as defined in Section 3(c) hereof) and (ii) the Gross Proceeds of the New Money Issue are expended for the governmental purposes of the issue within the periods set forth below:

(i) at least 15% of such Gross Proceeds of the New Money Issue are spent within the six-month period beginning on the Issue Date;

(ii) at least 60% of such Gross Proceeds of the New Money Issue are spent within the 1-year period beginning on the Issue Date; and

(iii) at least 100% of such Gross Proceeds of the New Money Issue are spent within the 18-month period beginning on the Issue Date.

As set forth in Section 1.148-7(d)(2) of the Regulations, for purposes of the expenditure requirements set forth in this paragraph (d), 100% of the Gross Proceeds of the New Money Issue shall be treated as expended for the governmental purposes of the issue within the 18-month period beginning on the Issue Date if such requirement is met within the 30-month period beginning on the Issue Date and such requirement would have been met within such 18-month period but for a reasonable retainage (not exceeding 5% of the Net Proceeds of the Draw No. A-3-1 Note ). If Gross Proceeds of the New Money Issue are in fact expended by such dates, then Rebatale Arbitrage need not be calculated and no payment thereof to the United States Department of Treasury need be made. Any failure to satisfy the final spending requirement shall be disregarded if the Public Agency exercises due diligence to complete the project financed by the Draw No. A-3-1 Note and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the Draw No. A-3-1 Note or (ii) \$250,000. Use of Gross Proceeds of the New Money Issue to redeem the Draw No. A-3-1 Note shall not be treated as an expenditure of such Gross Proceeds. For purposes of this paragraph (d), "Gross Proceeds" shall be modified as described in paragraph (c) above.

**THE FOLLOWING PARAGRAPH (e) SHALL ONLY APPLY WITH RESPECT TO THE NEW MONEY ISSUE.**

(e) As an alternative to Sections 3(c) and (d) above, the obligation to pay Rebatale Arbitrage to the United States, as described herein, shall be treated as satisfied with respect to the Draw No. A-3-1 Note if the Available Construction Proceeds (as defined in Section 148(f)(4)(c)(vi) of the Code and described below) are expended for the governmental purposes of the issue within the periods set forth below:

- (i) at least 10% of such Available Construction Proceeds are spent within the six-month period beginning on the Issue Date;
- (ii) at least 45% of such Available Construction Proceeds are spent within the 1-year period beginning on the Issue Date;
- (iii) at least 75% of such Available Construction Proceeds are spent within the eighteen-month period beginning on the Issue Date; and
- (iv) at least 100% of such Available Construction Proceeds are spent within the 2-year period beginning on the Issue Date.

For purposes of this paragraph (e), the term Available Construction Proceeds means the Net Proceeds of the Draw No. A-3-1 Note, increased by earnings on the Net Proceeds, earnings on amounts in a reasonably required debt service reserve fund allocable to the Draw No. A-3-1 Note to the extent that such amounts were not funded from proceeds of the Draw No. A-3-1 Note, and earnings on all of the foregoing earnings, and reduced by

the amount of the Net Proceeds deposited to a reasonably required debt service reserve fund allocable to the Draw No. A-3-1 Note and amounts used to pay issuance costs (including bond insurance premium). Notwithstanding the foregoing, Available Construction Proceeds shall not include amounts earned on the reasonably required debt service reserve fund after the earlier of the close of the two-year period beginning on the Issue Date or the date construction is substantially completed. Any amounts which constitute proceeds of the Draw No. A-3-1 Note other than Available Construction Proceeds and amounts on deposit in a bona fide debt service fund will be subject to rebate.

As set forth in Section 148(f)(4)(C)(iii) of the Code, for purposes of the expenditure requirements set forth in this paragraph (e), 100% of Available Construction Proceeds of the Draw No. A-3-1 Note shall be treated as expended for the governmental purposes of the issue within the 2-year period beginning on the Issue Date if such requirement is met within the 3-year period beginning on the Issue Date and such requirement would have been met within such 2-year period but for a reasonable retainage (not exceeding 5% of the Net Proceeds of the Draw No. A-3-1 Note). Use of Available Construction Proceeds to redeem the Draw No. A-3-1 Note shall not be treated as an expenditure of such Proceeds.

Any failure to satisfy the final spending requirement shall be disregarded if the Public Agency exercises due diligence to complete the project financed by the Draw No. A-3-1 Note and the amount of the failure does not exceed the lesser of (i) 3% of the issue price of the Draw No. A-3-1 Note or (ii) \$250,000.

For purposes of Section 148(f)(4)(C)(vii) of the Code, in the event the Public Agency fails to meet the expenditure requirements referred to above, the Public Agency may elect to pay, in lieu of the Rebatable Arbitrage otherwise required to be paid with respect to such Gross Proceeds, a penalty with respect to the close of each 6-month period after the Issue Date equal to 1.5% of the amount of the Available Construction Proceeds of the Draw No. A-3-1 Note which, as of the close of such period, are not spent as required by the expenditure provisions set forth above. The penalty referred to above shall cease to apply only after the Draw No. A-3-1 Note (including any refunding bonds issued with respect thereto) are no longer outstanding. The Public Agency does not elect the above-described penalty.

In order to qualify for the exemption from the obligation to pay Rebatable Arbitrage to the United States pursuant to this paragraph (e), at least 75% of the Available Construction Proceeds must be used for construction expenditures (as defined in Section 1.148-7(g) of the Regulations) with respect to property which is owned by a governmental unit or an organization described in Section 501(c)(3) of the Code. The term "construction" includes reconstruction and rehabilitation of existing property and rules similar to the rules of Section 142(b)(1)(B) of the Code shall apply. If only a portion of an issue is to be used for construction expenditures, such portion and the other portion of such issue may, at the election of the issuer, be treated as separate issues for purposes of this Section 3(e)

(although the remaining portion may not be entitled to the benefits of Section 3(c) hereof). The Public Agency does not elect to treat any portion of the Draw No. A-3-1 Note as a separate issue.

(f) The Public Agency shall keep proper books of records and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Draw No. A-3-1 Note, including moneys derived from, pledged to, or to be used to make payments on the Draw No. A-3-1 Note. Such records shall, at a minimum, be adequate to enable the Public Agency or its consultants to make the calculations for payment of Rebatale Arbitrage as required by this Statement. The records required to be maintained under this Section 3(f) shall be retained by the Public Agency until six years after the retirement of the last obligation of the Draw No. A-3-1 Note or for such other period as the United States Treasury may by regulations otherwise provide. Such records shall at least specify the account or fund to which each investment (or portion thereof) is to be allocated and shall set forth, in the case of each investment security, (i) its purchase price (including the amount of accrued interest to be stated separately), (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the amount received at maturity or its sale price, as the case may be, including accrued interest, (iv) the amounts and dates of any payments made with respect thereto, (v) the dates of acquisition and disposition or maturity, (vi) the amount of original issue discount or premium (if any), (vii) the frequency of periodic payments (and actual dates and amounts of receipts, (viii) the period of compounding, (ix) the transaction costs (e.g., commissions) incurred in acquiring, carrying or disposing of the Nonpurpose Investments, and (x) market price data sufficient to establish that the purchase price (disposition price) was not greater than (less than) the arm's-length price (see Section 4 below) on the date of acquisition (disposition) or, if earlier, on the date of a binding contract to acquire (dispose of) such Nonpurpose Investment.

**SECTION 4. MARKET PRICE RULES.** Except as provided below, the Public Agency agrees to comply with the requirements relating to the "Fair Market Value" of acquired Nonpurpose Investments, as defined in Section 1.148-5(d) of the Regulations ("Fair Market Value"). All investments required to be made pursuant to this Statement shall be made to the extent permitted by law. In this regard, the Public Agency agrees, among other things, that it will not acquire or cause to be acquired a Nonpurpose Investment (or any other investment acquired with Gross Proceeds or on deposit in the Rebate Account) for a price in excess of its Fair Market Value or sell any such investment at a price (determined without any reduction for transaction costs) less than its Fair Market Value, except as provided below. For this purpose, the following rules shall apply:

(a) Established securities markets. Except as otherwise provided below, any market especially established to provide a security or obligation to an issuer of municipal

obligations shall not be treated as an established market and shall be rebuttably presumed to be acquired or disposed of for a price that is not its Fair Market Value.

(b) Arm's-length price. Any transaction in which a Nonpurpose Investment is directly purchased with Gross Proceeds, or in which a Nonpurpose Investment allocable to Gross Proceeds is disposed of, shall be undertaken in an arm's-length manner, and no amount shall be paid to reduce the yield on the Nonpurpose Investment.

(c) Safe harbor for establishing Fair Market Value for guaranteed investment contracts and Nonpurpose Investments purchased for a yield restricted defeasance escrow. In the case of a guaranteed investment contract or Nonpurpose Investments purchased for a yield restricted defeasance escrow, the purchase price shall not be considered to be an arm's-length price unless all the following conditions are met:

(i) The Public Agency makes a bona fide solicitation ("Bona Fide Solicitation") for the purchase of the investment that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers;

(2) The bid specifications include all terms of the bid that may directly or indirectly affect the yield or the cost of the investment;

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Public Agency or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Public Agency or any other person for purposes of satisfying these requirements;

(4) The terms of the bid specifications are such that there is a legitimate business purpose for each term other than to increase the purchase price or reduce the yield of the investment (e.g., for solicitations of Nonpurpose Investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the Public Agency reasonably requires);

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Public Agency's reasonably expected deposit and draw down schedule for the amounts to be invested;

(6) All potential providers have an equal opportunity to bid (e.g., no potential provider is given the opportunity to review other bids before providing a bid); and

(7) At least three providers are solicited for bids that have an established industry reputation as a competitive provider of the type of investments being purchased.

(ii) The bids received by the Public Agency must meet all of the following requirements:

(1) The Public Agency receives at least three bids from providers that the Public Agency solicited under a Bona Fide Solicitation and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (c)(ii)(1) above is from a provider that has an established industry reputation as a competitive provider of the type of investments being purchased; and

(3) If the Public Agency uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(iii) The winning bid must meet the following requirements:

(1) *Guaranteed investment contracts.* If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) *Other Nonpurpose Investments.* If the investment is not a guaranteed investment contract, the following requirements are met:

(A) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest bid is either the lowest cost bid for the portfolio or, if the Public Agency compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the Public Agency from a provider at the time a

guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting these requirements is taken into account in determining the lowest cost bid.

(B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications. If such State and Local Government Series Securities are not available for purchase on the day that bids are required to be submitted because sales of those securities have been suspended, the cost comparison described in this paragraph is not required.

(iv) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay) to third parties in connection with supplying the investment.

(d) The Public Agency shall retain certificates and records documenting compliance with the above requirements until three years after Draw No. A-3-1 is redeemed including, but not limited to, the following:

(i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of Nonpurpose Investments other than guaranteed investment contracts, the purchase agreement or confirmation;

(ii) The receipt or other record of the amount actually paid by the Public Agency for the investments, including a record of any administrative costs paid by the Public Agency and the certification required in paragraph (c)(iv) above;

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results;

(iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and

(v) For purchase of Nonpurpose Investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local

Government Series Securities, determined at the time that the bids were required to be submitted.

**SECTION 5. MODIFICATION UPON RECEIPT OF BOND COUNSEL OPINION.** Notwithstanding any provision of this Statement, if the Public Agency shall receive an opinion of Bond Counsel that any specified action required under this Statement is no longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of interest with respect to the Draw No. A-3-1 Note, the Public Agency may conclusively rely on such opinion in complying with the requirements of this Statement and the covenants herein shall be deemed to be modified to that extent. This Statement shall be amended or modified by the parties hereto in any manner which is necessary to comply with such regulations as may be promulgated by the United States Treasury Department from time to time.

**SECTION 6. ACCOUNTING FOR GROSS PROCEEDS.** In order to perform the calculations required by the Code and the Regulations, it is necessary to track the investment and expenditure of all Gross Proceeds. To that end, the Public Agency must adopt reasonable and consistently applied methods of accounting for all Gross Proceeds. Appendix I hereto sets forth a description of the required allocation and accounting rules with which the Public Agency agrees to comply.

**SECTION 7. ADMINISTRATIVE COSTS OF INVESTMENTS.** Except as otherwise provided in this Section 7, an allocation of Gross Proceeds to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody and similar costs. General overhead costs and similar indirect costs of the Public Agency such as employee salaries and office expenses and costs associated with computing Rebutable Arbitrage are not Qualified Administrative Costs.

Allocation and accounting rules are provided in Appendix I attached hereto.

**ALLOCATION AND ACCOUNTING RULES**

(a) General Rule. Any issuer may use any reasonable, consistently applied accounting method to account for Gross Proceeds, investments and expenditures of an issue. An accounting method is "consistently applied" if it is applied uniformly within a Fiscal Period (as hereinafter defined) and between Fiscal Periods to account for Gross Proceeds of an issue and any amounts that are in a commingled fund.

(b) Allocation of Gross Proceeds to an Issue. Amounts are allocable to only one issue at a time as Gross Proceeds. Amounts cease to be allocated to an issue as Proceeds only when those amounts (i) are allocated to an expenditure for a governmental purpose; (ii) are allocated to Transferred Proceeds of another issue of obligations; or (iii) cease to be allocated to that issue at retirement of the issue or under the Universal Cap.

(c) Allocation of Gross Proceeds to Investments. Upon the purchase or sale of a Nonpurpose Investment, Gross Proceeds of an issue are not allocated to a payment for that Nonpurpose Investment in an amount greater than, or to a receipt from that Nonpurpose Investment in an amount less than, the Fair Market Value of the Nonpurpose Investment as of the purchase or sale date. The Fair Market Value of a Nonpurpose Investment is adjusted to take into account Qualified Administrative Costs allocable to the investment. Thus, Qualified Administrative Costs increase the payments for, or decrease the receipts from, a Nonpurpose Investment.

(d) Allocation of Gross Proceeds to Expenditures. Reasonable accounting methods for allocating funds from different sources to expenditures for the same governmental purpose include a "specific tracing" method, a "gross-proceeds-spent-first" method, a "first-in-first-out" method or a ratable allocation method, so long as the method used is consistently applied. An allocation of Gross Proceeds of an issue to an expenditure must involve a current outlay of cash for a governmental purpose of the issue. A current outlay of cash means an outlay reasonably expected to occur not later than five banking days after the date as of which the allocation of Gross Proceeds to the expenditure is made.

(e) Commingled Funds. Any fund or account that contains both Gross Proceeds of an issue and amounts in excess of \$25,000 that are not Gross Proceeds of that issue if the amounts in the fund or account are invested and accounted for collectively, without regard to the source of the funds deposited therein, constitutes a "commingled fund." All payments and receipts (including deemed payments and receipts) on investments held by a commingled fund must be allocated (but not necessarily distributed) among each different source of funds invested in the commingled fund in accordance with a consistently applied, reasonable ratable allocation method. Reasonable ratable allocation methods include, without limitation, methods that allocate payments and receipts in proportion to either (i)

the average daily balances of the amounts in the commingled fund from each different source of funds during any consistent time period within its fiscal year, but at least quarterly (the "Fiscal Period"); or (ii) the average of the beginning and ending balances of the amounts in the commingled fund from each different source of funds for a Fiscal Period that does not exceed one month.

Funds invested in the commingled fund may be allocated directly to expenditures for governmental purposes pursuant to a reasonable consistently applied accounting method. If a ratable allocation method is used to allocate expenditures from the commingled fund, the same ratable allocation method must be used to allocate payments and receipts on investments in the commingled fund.

Generally a commingled fund must treat all its investments as if sold at Fair Market Value either on the last day of the fiscal year or on the last day of each Fiscal Period. The net gains or losses from these deemed sales of investments must be allocated to each different source of funds invested in the commingled fund during the period since the last allocation. This mark-to-market requirement does not apply if (i) the remaining weighted average maturity of all investments held by a commingled fund during a particular fiscal year does not exceed 18 months, and the investments held by the commingled fund during that fiscal year consist exclusively of obligations; or (ii) the commingled fund operated exclusively as a reserve fund, sinking fund or replacement fund for two or more issues of the same issuer. Subject to the Universal Cap limitation, and the principle that amounts are allocable to only one issue at a time as Gross Proceeds, investments held by a commingled fund must be allocated ratably among the issues served by the commingled fund in proportion to either (i) the relative values of the bonds of those issues; (ii) the relative amounts of the remaining maximum annual debt service requirements on the outstanding principal amounts of those issues; or (iii) the relative original stated principal amounts of the outstanding issues.

(f) Universal Cap. Amounts that would otherwise be Gross Proceeds allocable to an issue are allocated (and remain allocated) to the issue only to the extent that the Value of the Nonpurpose Investments allocable to those Gross Proceeds does not exceed the Value of all outstanding bonds of the issue. Nonpurpose Investments allocated to Gross Proceeds in a bona fide debt service fund for an issue are not taken into account in determining the Value of the Nonpurpose Investments, and those Nonpurpose Investments remain allocated to the issue. To the extent that the Value of the Nonpurpose Investments allocable to the Gross Proceeds of an issue exceed the Value of all outstanding bonds of that issue, an issuer should seek the advice of Bond Counsel for the procedures necessary to comply with the Universal Cap.

(g) Expenditure for Working Capital Purposes. Subject to certain exceptions, the Proceeds of an issue may only be allocated to "working capital expenditures" as of any

date to the extent that those expenditures exceed "available amounts" as of that date (i.e., "proceeds-spent-last").

For purposes of this section, "working capital expenditures" include all expenditures other than "capital expenditures." "Capital expenditures" are costs of a type properly chargeable (or chargeable upon proper election) to a capital account under general federal income tax principles. Such costs include, for example, costs incurred to acquire, construct or improve land, buildings and equipment having a reasonably expected useful life in excess of one year. Thus, working capital expenditures include, among other things, expenditures for current operating expenses and debt service.

For purposes of this section, "available amount" means any amount that is available to an issuer for working capital expenditure purposes of the type financed by the issue. Available amount excludes Proceeds of the issue but includes cash, investments and other amounts held in accounts or otherwise by an issuer for working capital expenditures of the type being financed by the issue without legislative or judicial action and without a legislative, judicial or contractual requirement that those amounts be reimbursed. Notwithstanding the preceding sentence, a "reasonable working capital reserve" is treated as unavailable. A working capital reserve is reasonable if it does not exceed five percent of the actual working capital expenditures of an issuer in the fiscal year before the year in which the determination of available amounts is made. For purpose of the preceding sentence only, in determining the working capital expenditures of an issuer for a prior fiscal year, any expenditures (whether capital or working capital expenditures) that are paid out of current revenues may be treated as working capital expenditures.

The proceeds-spent-last requirement does not apply to expenditures to pay (i) any Qualified Administrative Costs; (ii) fees for qualified guarantees of the issue or payments for a qualified hedge for the issue; (iii) interest on the issue for a period commencing on the Issue Date and ending on the date that is the later of three years from the Issue Date or one year after the date on which the financed project is placed in service; (iv) the United States for yield reduction payments (including rebate payments) or penalties for the failure to meet the spend down requirements associated with certain spending exceptions to the rebate requirement; (v) costs, other than those described in (i) through (iv) above, that do not exceed five percent of the Sale Proceeds of an issue and that are directly related to capital expenditures financed by the issue (e.g., initial operating expenses for a new capital project); (vi) principal or interest on an issue paid from unexpected excess sale or Investment Proceeds; (vii) principal or interest on an issue paid from investment earnings on a reserve or replacement fund that are deposited in a bona fide debt service fund; and (viii) principal, interest or redemption premium on a prior issue and, for a crossover refunding issue, interest on that issue. Notwithstanding the preceding paragraph, the exceptions described above do not apply if the allocation merely substitutes Gross Proceeds for other amounts that would have been used to make those expenditures in a manner that gives rise to Replacement Proceeds.

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name <b>Hardee County, Florida</b>		2 Issuer's employer identification number (EIN) <b>59-6000632</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>Steven E. Miller, Bond Counsel</b>		3b Telephone number of other person shown on 3a <b>813/281-2222</b>	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>c/o Nabors, Giblin &amp; Nickerson, P.A., 2502 N. Rocky Point Drive</b>	Room/suite <b>1060</b>	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Tampa, Florida 33607</b>		7 Date of issue <b>11/14/2024</b>	
8 Name of issue <b>Hardee County, Florida Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank)</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <b>Diane Moore, Budget Manager</b>		10b Telephone number of officer or other employee shown on 10a <b>863/773-3199</b>	

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	2,730,000.00
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	09/04/2029	\$ 2,730,000.00	\$ 2,730,000.00	2.99 years	Variable %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22	0.00
23	Issue price of entire issue (enter amount from line 21, column (b))	23	2,730,000.00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0.00
25	Proceeds used for credit enhancement	25	0.00
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0.00
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	1,730,000.00
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	1,730,000.00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,000,000.00

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	1.09	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	11/14/2024	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	03/02/2021	

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	N/A
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	N/A
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	N/A
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input checked="" type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) <u>11/14/2024</u>		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ <u>59-3069537</u>		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ <u>Florida Local Government Finance Commission</u>		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: \_\_\_\_\_ Date: 11/14/2023

Type or print name and title: Renee Wyatt, Chair, Board of County Commissioners

<b>Paid Preparer Use Only</b>	Print/Type preparer's name <u>Steven E. Miller</u>	Preparer's signature	Date <u>11/14/2024</u>	Check <input type="checkbox"/> if self-employed	PTIN <u>P01236498</u>
	Firm's name ▶ <u>Nabors, Giblin &amp; Nickerson, P.A.</u>			Firm's EIN ▶ <u>59-2427540</u>	
	Firm's address ▶ <u>2502 N. Rocky Point Drive, Suite 1060, Tampa, Florida 33607</u>			Phone no. <u>813/281-2222</u>	

**Notice Of Sale**

Printed On: 10/4/2024 5:48:49PM

**Bond issue name:** Hardee County, Florida Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank)

**Sale date:** 11/14/2024

**Closing date:** 11/14/2024

**Submitted by:** egianfrancesco@ngn-tampa.com

**Submission date:** 10/04/2024

# Hardee County, Florida Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank)

Last Save Date: 10/4/2024 6:00:46PM

Printed On: 10/4/2024 6:00:52PM

## Issuer

**Name of Governmental Unit:**

Hardee County, Florida

**Mailing Address of Governmental Unit or its Manager:**

412 West Orange Street

**Address 2:**

Room 204

**City:**

Wauchula

**State:**

FL

**Zip Code:**

[blank]

**Counties in which governmental unit has jurisdiction:**

Hardee

**Type of Issuer:**

County

**Is the Issuer a Community Development District?**

No

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## Bond Information

**Bond Issue Detail(s):**

<b>Name of Bond Issue</b>	<b>Amount Issued</b>	<b>Interest Calculation</b>	<b>Yield</b>
Hardee County, Florida Revenue Note Draw No. A-3-1 (JPMorgan Chase Bank)	2,730,000.00	Variable	Variable

**Amount Authorized:**

2,730,000.00

**Dated Date:**

11/14/2024

**Sale Date:**

11/14/2024

**Delivery Date:**

11/14/2024

**Legal Authority For Issuance:**

Ch. 125, F.S.

**Type Of Issue:**

Revenue

**Is this a Private Activity Bond?**

No

**Specific Revenue(s) Pledged:**

*Primary:* Annual Appropriation

*Secondary:* None

**Purpose(s) of the Issue:**

*Primary:* Waste Disposal

*Secondary:* Refunding

**Is this a Refunding Issue?**

Yes

# Hardee County, Florida Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank)

Last Save Date: 10/4/2024 6:00:46PM

Printed On: 10/4/2024 6:00:52PM

## Bond Refunding Issue Detail(s):

Name of Refunding Issue	Dated Date	Original Par Value	Par Value Refunded
Hardee County, Florida Revenue Note, Draw No. A-2-2 (JPMorgan Chase Bank)	03/02/2021	2,780,000.00	1,730,000.00

### Refunded Debt has been:

Retired

### Did the Refunding Issue contain New Money?

Yes

### Approximately what percentage of proceeds is new money?

36.00

### Type of sale:

Negotiated Private Placement

### Insurance/Enhancements:

LOC

### Rating(s):

Moody's: NR

S & P: NR

Fitch: NR

Other: [blank]

## Participants

Provide the name and address of the Senior Managing Underwriter or Sole Purchaser.

### Underwriter:

Florida Local Government Finance Commission

### Mailing Address of Underwriter:

100 South Monroe Street

### Address 2:

[blank]

### City:

Tallahassee

### State:

FL

### Zip Code:

32301

### Co-Underwriter:

None

Provide the names and addresses of any attorneys who advised the unit of local government with respect to the bond issue.

### Bond Counsel:

Nabors, Giblin & Nickerson, P.A.

### Mailing Address of Bond Counsel:

2502 N. Rocky Point Drive

### Address 2:

Suite 1060

### City:

Tampa

### State:

FL

### Postal Code:

33607

### Co-Bond Counsel:

None

**Hardee County, Florida Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank)**

Last Save Date: 10/4/2024 6:00:46PM

Printed On: 10/4/2024 6:00:52PM

**Provide the names and addresses of any financial consultant who advised the unit of local government with respect to the bond issue.**

**Financial Advisor/Consultant:**

None

**Co-Financial Advisor/Consultant:**

None

**Other Professionals:**

[blank]

**Mailing Address of Other Professionals:**

[blank]

**Address 2:**

[blank]

**City:**

[blank]

**State:**

[blank]

**Zip Code:**

[blank]

**Paying Agent:**

None

**Registrar:**

None

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## **Fees**

**Has any fee, bonus, or gratuity been paid by any underwriter or financial consultant, in connection with the bond issue, to any person not regularly employed or engaged by such underwriter or consultant?**

**Fees Paid:**

<b>Company Name</b>	<b>Fee Paid</b>	<b>Service provided or function served</b>
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[blank]

**Have any other fees been paid by the unit of local government with respect to the bond issue, including any fee paid to attorneys of financial consultants?**

**Total Bond Counsel Fees Paid:**

0.00

**Total Financial Advisor Fees Paid:**

0.00

**Other Fees Paid:**

<b>Company Name</b>	<b>Fee Paid</b>	<b>Service provided or function served</b>
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[blank]

**Filing of this form has been authorized by the official of the issuer identified below:**

**Name:**

Renee Wyatt, Chair, Board of County Commissioners

**Title:**

Governmental Officer primarily responsible for coordinating issuance of the bonds

**Fees charged by Underwriter:**

*Management Fee (per thousand par value):*

0.00

**OR**

*Private Placement Fee:*

0.00

**Underwriter's expected gross spread (per thousand par value):**

0.00

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**Respondent**

For additional information, the Division of Bond Finance should contact:

**Name:**

Steven E. Miller

**Title:**

Bond Counsel

**Phone:**

813-281-2222

**Company:**

Nabors, Giblin & Nickerson, P.A.

**Mailing Address of Respondent:**

2502 N. Rocky Point Drive

**Address 2:**

Suite 1060

**City:**

Tampa

**State:**

FL

**Zip Code:**

33607

Information relating to party completing this form (if different from above):

**Name:**

[blank]

**Title:**

[blank]

**Phone:**

[blank]

**Company:**

[blank]

**Mailing Address:**

[blank]

**Address 2:**

[blank]

**City:**

[blank]

**State:**

[blank]

**Zip Code:**

[blank]

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**Continuing Disclosure**

**Hardee County, Florida Revenue Note, Draw No. A-3-1 (JPMorgan Chase Bank)**

Last Save Date: 10/4/2024 6:00:46PM

Printed On: 10/4/2024 6:00:52PM

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**If the issuer is required to provide continuing disclosure information in accordance with SEC Rule 15C2-12, do you want the Division of Bond Finance to remind you of your filing deadline?**

No

## SCHEDULE I

<u>Maturity Date</u> (Mo/Day/Year)	<u>Coupon/</u> <u>Interest Rate</u>	<u>Principal</u> <u>Payment</u>
9/2/2025	Variable	\$500,000
9/1/2026	Variable	500,000
9/7/2027	Variable	500,000
9/5/2028	Variable	500,000
9/4/2029	Variable	730,000

### Optional Redemption:

At the request of the County upon sufficient notice to Florida Local Government Finance Commission.

### Mandatory Prepayment:

(a) All Loans of the Public Agency will become due and payable in full on the Expiration Date at a prepayment price of 100% of the principal amount Outstanding plus accrued interest to the prepayment date.

(b) If (i) in connection with any extension of the Expiration Date, the Bank notifies the Administrator that the Bank will not extend the Public Agency Commitment beyond the then-current Expiration Date, or will extend the Public Agency Commitment but only at a reduced amount or (ii) the Administrator determines that the Bank will not be extending the Public Agency Commitment or will be reducing the amount of the Public Agency Commitment, a principal amount of all Outstanding Loans of the Public Agency will become due and payable on the then applicable Expiration Date at a prepayment price of 100% of the principal amount to be prepaid plus accrued interest to the prepayment date. The principal amount of Loans required to be prepaid under this Section 5.06(b) shall be (A) 100% of the Outstanding principal amount in the event the Bank is not extending the Public Agency Commitment, or (B) the amount by which the Bank is reducing the amount of the Public Agency Commitment. The Administrator will promptly provide the Public Agency with notice of any such required prepayment.

All terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

**\$2,730,000**  
**HARDEE COUNTY, FLORIDA**  
**REVENUE NOTE, DRAW NO. A-3-1**

**CERTIFICATE OF THE FLORIDA LOCAL  
GOVERNMENT FINANCE COMMISSION**

The undersigned, on behalf of the Florida Local Government Finance Commission ("FLGFC"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligation (the "Note").

1. Purchase of the Note. On the date of this certificate, FLGFC is purchasing the Note for the amount of \$2,730,000. FLGFC is not acting as an Underwriter with respect to the Note. FLGFC has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). FLGFC has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and FLGFC has not agreed with the Issuer pursuant to a written agreement to sell the Note to persons other than FLGFC or a related party to FLGFC.

2. Defined Terms. (a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FLGFC's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and Certain Other Tax Matters and with respect to compliance with the federal income tax rules affecting the Note, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Note.

FLORIDA LOCAL GOVERNMENT FINANCE  
COMMISSION, as Purchaser

By: \_\_\_\_\_  
Nicole Jovanovski, Chair

Dated: November 14, 2024

November 14, 2024

Florida Local Government  
Finance Commission  
Tallahassee, Florida

JPMorgan Chase Bank, N.A.,  
as Letter of Credit Provider  
Orlando, Florida

U.S. Bank Trust Company, National  
Association, as Trustee  
Orlando, Florida

Nabors, Giblin & Nickerson, P.A.  
Tampa, Florida

Gentlemen:

I am counsel to Hardee County, Florida (the "Public Agency"), and have been requested by the Public Agency to give this opinion in connection with a loan in the principal amount of \$2,730,000 (the "Loan") by the Florida Local Government Finance Commission (the "Commission") to the Public Agency of funds to (i) refinance a loan previously made by the Commission (the "Prior Loan") and (ii) finance the purchase of major capital equipment and related infrastructure improvements to the Public Agency's Class I Landfill, as more particularly described in the plans and specifications on file with the Public Agency and as the same may be amended or modified from time to time (the "Project"), pursuant to the terms and conditions of the Loan Agreement, dated as of April 5, 2012 (the "Loan Agreement"), among the Commission, the Public Agency and JPMorgan Chase Bank, N.A.

In this connection, I have reviewed such records, certificates and other documents as I have considered necessary or appropriate for the purposes of this opinion, including Chapter 125, Florida Statutes, Chapter 163, Florida Statutes, and other applicable provision of law, the relevant resolutions or ordinances adopted by the Board of County Commissioners of the Public Agency approving the Loan (collectively, the "Resolution"), the Loan Agreement and the Trust Indenture, dated as of June 6, 2011, (the "Indenture"), between the Commission and U.S. Bank Trust Company, National Association, as Trustee. Based on such review and such investigation as I have deemed necessary and such other consideration of law and fact as I believe to be relevant, I am of the opinion that:

Florida Local Government Finance Commission  
U.S. Bank Trust Company, National Association, as Trustee  
JPMorgan Chase Bank, N.A., as Letter of Credit Provider  
Nabors, Giblin & Nickerson, P.A.  
November 14, 2024  
Page 2

1. The Public Agency is a duly constituted political subdivision of the State of Florida ("State"), validly existing and in good standing under the laws of the State, is not in violation of any provision of law material to the transactions contemplated by the Loan Agreement and the Loan, and has all requisite power and authority to execute and deliver the Loan Agreement and the Loan Note or Notes (as defined in the Loan Agreement) related to the refinancing of the Prior Loan and the financing of the Project, to enter into the Loan and to finance the Project.

2. No approval, authorization, consent or other order of any governmental entity or of any court, public board or body (other than those already obtained), and no approving referendum of the qualified electors of the Public Agency, is legally required for the Public Agency to enter into and perform its obligations under the Loan Agreement and the Loan Note related to the refinancing of the Prior Loan and the financing of the Project.

3. The Public Agency has the requisite power to refinance the Prior Loan and to finance the Project, and to enter into the Loan Agreement and the Loan, and has duly authorized the execution and delivery of the Loan Agreement and the Loan Note related to the refinancing of the Prior Loan, the financing of the Project and the receipt of the Loan. The Public Agency is duly authorized to use the proceeds of the Loan to refinance the Prior Loan and to finance the Project.

4. The Loan Agreement creates a valid pledge of and lien upon the Designated Revenues (as defined in the Loan Agreement).

5. Neither the execution and delivery of the Loan Agreement, receipt of the Loan nor the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of the Loan Agreement conflicts with or results in a breach of any of the terms, conditions or provisions of the Constitution or laws of the State (including any limit on indebtedness), or any corporate restriction or any agreement, instrument or governmental or court order to which the Public Agency is now a party or by which it is bound or constitutes a default under any of the foregoing.

6. The Public Agency has obtained all permits and approvals required by any court, governmental body or officer for the execution and delivery of the Loan Agreement

Florida Local Government Finance Commission  
U.S. Bank Trust Company, National Association, as Trustee  
JPMorgan Chase Bank, N.A., as Letter of Credit Provider  
Nabors, Giblin & Nickerson, P.A.  
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and the Loan Note related to the refinancing of the Prior Loan, the financing of the Project and receipt of the Loan; the Public Agency has complied with any applicable provisions of law requiring any notification, declaration, filing or registration with any court, governmental body or officer in connection with the execution, delivery and performance of the Loan Agreement, the Loan Note related to the refinancing of the Prior Project and the financing of the Project and the Loan.

7. The Loan Agreement and the Loan Note related to the refinancing of the Prior Loan and financing of the Project have been duly and validly authorized, executed and delivered, are in full force and effect, and each is a valid and legally binding obligation of the Public Agency, enforceable in accordance with its respective terms, except to the extent that the enforceability thereof may be limited by laws relating to the bankruptcy or insolvency of the Public Agency or other similar laws affecting creditors' rights generally or by general principles of equity.

8. To the best of my knowledge (based upon due inquiry and investigation), there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by judicial or governmental authorities to which the Public Agency is a party or any property of the Public Agency is subject, which, if determined adversely to the Public Agency, would individually or in the aggregate (a) adversely affect the validity or the enforceability of the Loan Agreement, the Loan Note related to the refinancing of the Prior Loan or the financing of the Project or the Loan, (b) otherwise materially and adversely affect the ability of the Public Agency to comply with its obligations under the Loan Agreement or the Loan Note related to the refinancing of the Prior Loan or the financing of the Project, or (c) materially and adversely affect the refinancing of the Prior Loan or the financing of the Project.

9. The Public Agency is subject to suit in a court of competent jurisdiction by the Trustee or the Commission for the failure to pay any amounts due and owing by the Public Agency under, or the failure to perform any obligation required by, the Loan Agreement and the Public Agency is not entitled to the defense of sovereign immunity or any other comparable defense in any such suit.

Florida Local Government Finance Commission  
U.S. Bank Trust Company, National Association, as Trustee  
JPMorgan Chase Bank, N.A., as Letter of Credit Provider  
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10. The Resolution has been duly adopted and is valid and binding upon the Public Agency in accordance with the terms thereof, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy or insolvency of the Public Agency or other similar laws affecting creditors' rights generally or by general principles of equity.

All capitalized terms used in this opinion but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

Very truly yours,

County Attorney



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, County Manager's Office

**ITEM TYPE:** Business Agenda - Action Items

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

**SUBJECT:** **Terry Atchley, County Manager** - Resolution 2025-03, Extending State of Local Emergency

**SUGGESTED ACTION:**

- Motion to approve Resolution 2025-03, A Resolution of the Board of County Commissioners of Hardee County, Florida ratifying the extension of the Local State of Emergency declared in Resolution No. 2025-01; waiving procedures and formalities during the period of such emergency; authorizing and directing County Manager to take whatever prudent actions may be necessary to protect the health, safety and welfare of the community pursuant to this declaration; providing an effective date.

**ATTACHMENTS:**

[Reso 2025-03 - LSE Hurricane Milton Extension sj.docx](#)

**HARDEE COUNTY  
RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA RATIFYING THE EXTENSION OF THE LOCAL STATE OF EMERGENCY DECLARED IN RESOLUTION NO. 2025-01; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING COUNTY MANAGER TO TAKE WHATEVER PRUDENT ACTIONS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 5, 2024, the Hardee County (the “County”) Board of County Commissioners (the “BOCC”) adopted Resolution No. 2025-01 declaring a state of local emergency (the “LSE”); and

**WHEREAS**, the initial LSE was set to expire on October 11, 2024, unless extended; and

**WHEREAS**, the County Manager determined that an extension of the LSE was required in order to continue providing emergency disaster assistance, and extended the LSE for an additional seven (7) days, ending October 18, 2024; and

**WHEREAS**, the BOCC finds that an extension of the LSE was necessary to continue providing assistance to those affected by this disaster and approves and ratifies the extension of the LSE.

**NOW THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of Hardee County, Florida as follows:

**SECTION 1. DECLARATION AND AUTHORITY.**

- A. A State of Local Emergency is hereby declared and extended for all of Hardee County, for a period of seven (7) days, ending October 18, 2024, or until terminated by the County Manager, whichever is earlier.
- B. Upon determination by the County Manager the LSE is required to be extended in order to continue providing emergency disaster assistance to the residents of Hardee County, the Chair is authorized to extend the LSE for up to two (2) additional seven (7) day periods to be ratified at the next regularly scheduled BOCC meetings.
- C. Procedures and formalities otherwise required by law pertaining to actions enumerated by Section 1 in Resolution 2025-01 are hereby waived for the duration of this declaration.

D. The County Manager is hereby authorized and directed to take whatever prudent actions may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND ADOPTED** this 17th day of October, 2024, at a duly noticed meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF  
HARDEE COUNTY, FLORIDA

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D. Renee Wyatt  
Chair

ATTEST:

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

APPROVED AS TO FORM:

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SARAH JOHNSTON  
COUNTY ATTORNEY



# Item Cover Page

## HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** October 17, 2024

**SUBMITTED BY:** Brandy Crawford, County Manager's Office

**ITEM TYPE:** Appointment

**AGENDA SECTION:** **APPOINTMENTS**

**SUBJECT:** **Terry Atchley, County Manager** - Appoint Christy Page to the Value Adjustment Board

**SUGGESTED ACTION:** - Motion to appoint Christy Page to the Value Adjustment Board.

**ATTACHMENTS:**  
[VAB App.pdf](#)

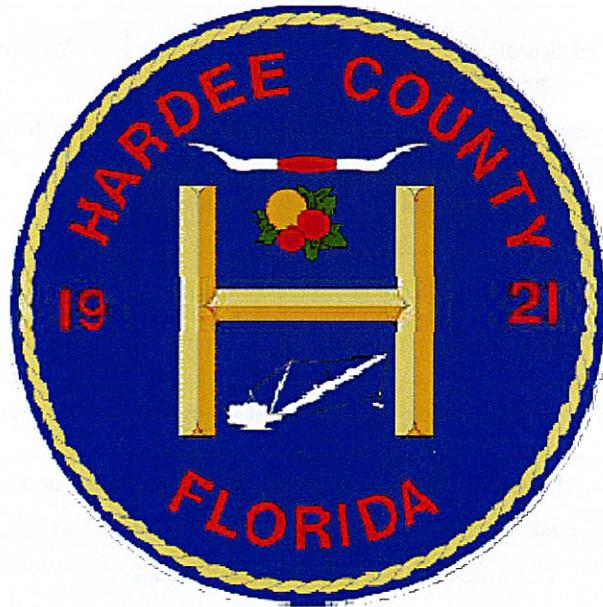
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# ADVISORY BOARD INFORMATIONAL DATA

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10/2/2024

Date Completed

1. Name:

Mrs. <sup>MR./MRS./MS.</sup> Page <sup>LAST</sup> Christy <sup>FIRST</sup> Christy <sup>MIDDLE/MAIDEN</sup>

2. Business Address: 106 E Main St. Wauchula

PO Box 248 Fl 33873

POST OFFICE BOX STATE ZIP CODE AREA CODE/PHONE NUMBER

3. Residence Address: 1294 Alec Hendry Rd Wauchula Fl 33873

PO Box 1351 Wauchula Fl 33873

POST OFFICE BOX STATE ZIP CODE AREA CODE/PHONE NUMBER

Specify the preferred mailing address: Business  Residence  Fax # \_\_\_\_\_

(optional)

4. Board of Interest: \_\_\_\_\_

5. Current Employer and Occupation: Crews Bank & Trust - Commercial Lender - Vice-President

6. Are you a United States citizen? Yes  No  If "No" explain:

\_\_\_\_\_

\_\_\_\_\_

If you are a naturalized citizen, date of naturalization: \_\_\_\_\_

7. Since what year have you been a continuous resident of Florida? \_\_\_\_\_

8. Education

A. High School: Hardee High School Year Graduated: 1989

(NAME AND LOCATION)

9. Concerning your current employer and for all of your employment during the last five years, list your employer's name, business address, type of business, occupation or job title, and period(s) of employment.

EMPLOYER'S NAME & ADDRESS	TYPE OF BUSINESS	OCCUPATION/JOB TITLE	PERIOD OF EMPLOYMENT
<u>Crews Bank &amp; Trust</u>	<u>34 years</u>		

10. A. State your experiences and interests or elements of your personal history that qualify you for this appointment.

I have worked as a residential lender and commercial lender for many years. I have dealt with many different kinds of properties in different parts of Florida and some out of State.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Have you received any degree(s), professional certification(s), or designations(s) related to the subject matter of this appointment? Yes  No  If "Yes", list: Florida School of Banking and some College courses

C. Have you received any awards or recognitions relating to the subject matter of this appointment? Yes  No  If "Yes", list:

D. Identify all association memberships and association offices held by you that relate to this appointment:

Member of Heartland Board of Realtors Highlands County Hardee County Chamber of Commerce

11. List three persons who have known you well within the past five (5) years. Include a current, complete address and telephone number. Exclude your relatives.

NAME	MAILING ADDRESS	ZIP CODE	AREA CODE/PHONE NUMBER
<u>Lee Wooten</u>	<u>202 W. Main St. Wauchula</u>	<u>33873</u>	<u>863-781-9648</u>
<u>Debbie Hilliard</u>	<u>PO Box 248 Wauchula Fl</u>	<u>33873</u>	<u>863-245-1204</u>
<u>Jeannine Tatum</u>	<u>1202 N Hollandtown Rd Wauchula Fl</u>	<u>33873</u>	<u>941-456-1219</u>

12. Do you know of any reason why you will not be able to attend fully to the duties of the office or position to which you have been or will be appointed? Yes  No  If "Yes", explain:

13. If required by law or administrative rule, will you file financial disclosure statements? Yes  X No

*Christy Page*

Signature of Applicant

